

Minutes of the Regular Meeting of the Pine Hill Borough Municipal Utilities Authority held Wednesday, **July 16**, at 7:00 pm at the PHBMUA Building, 907 Turnerville Road, Borough of Pine Hill, County of Camden, State of New Jersey.

PINE HILL MUNICIPAL UTILITIES AUTHORITY

AGENDA

Wednesday July 16, 2025
7:00 PM

PLEDGE OF ALLEGIANCE TO THE FLAG

OPEN PUBLIC MEETING ACT

ROLL CALL

ON THE AGENDA

Stefanie DeSantis gave a brief overview of the new budget

OPEN THE FLOOR TO THE PUBLIC-

MINUTES OF THE FOLLOWING MEETING
June 18, 2025

CORRESPONDENCE:

- 1. Sodium Hypochlorite Solution Delivery – Debbie Warrington
- 2. Borough of Pine Hill Resolution Consent for Projects

REPORTS

- 1. ENGINEER
- 2. SOLICITOR
- 3. LICENSED OPERATIONS MANAGER
- 4. EXECUTIVE DIRECTOR
- 5. BOARD MEMBERS

NEW BUSINESS

OLD BUSINESS

RESOLUTION:

- 1. Resolution Award Contract Miricale Chemical
- 2. NJIB Approval and Reimbursement Resolution (Meter and Tank Project)
- 3. Water Resolution
- 4. Payment of Bills

ADJOURNMENT

Mr. Odenath called the meeting to order with the Pledge of Allegiance to the Flag and the reading of the Open Public Meeting Act.

Mr. Ford made a motion to seat Mr. Harris, second by Mr. Green, Motion carried.

Roll Call:

Present: Mr. Odenath, Mr. Green, Mr. Knott, Mr. Ford, Mr. Harris

Absent: Mr. Hassett

Also, in attendance was. John Campanella, Executive Director, John Toal – Operations Manage, Mr. Tom Liesse, Engineer,

Mr. Knott made a motion to open the floor to the public, seconded by Mr. Green. Motion carried.

No one was present from the public.

Mr. Knott made a motion to close the floor to the public, seconded by Mr. Green, Motion carried.

Minutes:

All in favor to approve the minutes for June 18, 2025, meeting,

Ayes: Mr. Odenath, Mr. Knott, Mr. Ford, Mr. Harris

Nayes: None

Correspondence: None

ENGINEER’S REPORT
FOR

PHMUX 25002

PINE HILL BOROUGH MUA
July 16, 2025 Meeting

I. Active Projects

- 1. Various Water Projects
 - a. New Well “Well 8” and Well 6 & 7 Decommissioning
 - 1) Opened Bids 7/7, Awarded to AC Schultes for \$1,554,150.00.

- 2) Well pump installed. Sampling being scheduled with DEP.
- b. Asset Management Plan (PHMUX 18007)
 - 1) Plan provided to MUA April 2019.
 - 2) Update/Develop a 5-year capital plan for assets. Review all assets/buildings.
 - 3) Plant is in the Floodplain.
- c. Backflow Prevention Assembly at NJ American Water Interconnection
 - 1) MUA inspection program.
- d. Investigate existing Branch Avenue PRV to increase flow capacity for fire safety.
 - 1) Pennoni submitted design details and cost estimate for MUA review.
 - 2) Meeting held with MUA, Mansion Apartments and Fire Department. Pennoni issued report on recommendation for hydrants.
- e. Yearly Tank Inspections.
 - 1) Mt. Clement Avenue Tank Inspection provided.
- f. Water Infrastructure Funding.
 - 1) Pennoni to meet with MUA to discuss USDA/NJ First Funding opportunities.
- g. Country Club and Turnerville Tank
 - 1) Estimated budget: \$1.82 Million; DEP Approval for I-Bank Loan.
 - 2) Bid Opening held 3/27, Awarded to Brave, Precon meeting held 6/5;
 - 3) Anticipated to start with Country Club Tank in August; Met with cell carriers 7/3.
 - 4) Survey scheduled for County Club property boundary.
- h. Water Meter Replacement
 - 1) DEP approved Specifications.
 - 2) Specifications include installation and procurement through public bidding.
 - 3) Specs require contractor notices and provisions for weekend appointments.
 - 4) Bid Opening held 4/3, Recommendation to reject all bids and rebid. Received NJDEP Authorization to Rebid. Advertise 7/25, Open 8/26, Award 9/17.
- 2. Federal Law America's Water Infrastructure Act of 2018
- a. Compliant with Risk and Resilience provisions.
- 3. Water Allocation Permit
- a. Permit Renewal issued February 22, 2018. Permit expires February 29, 2028.
- b. Well status update; John Toal submitted report through E2 filing. (Deadline Jan 31).
- c. Pennoni submitted 2024 DRBC Audit (Deadline March 31st).
- d. Pennoni submitted Synthetic Organic Compound (SOC) testing waiver.
- e. MUA submitted Storage Capacity form PA-11B. (Deadline June 18).
- f. PHBMUA submitted water loss and interconnection testing info to NJDEP.

Pennoni submitted 2024 Annual WQAA Certification. (Deadline December 31)

Map and Regulation Updates

- a. Awaiting MUA markups.
- b. Pennoni incorporated MUA CAD data into GIS (NJDEP requirement).
- c. Solicitor to draft rule change for "Change in Use" connection fees.
- 5. Annual Water Bond Trustee Report
- a. Pennoni submitted 2024 report to MUA.
- 6. Garage Equipment Demo
- a. Pennoni obtained budgetary estimate for demo; \$90,000- \$100,000.
- 7. Tall Pines Sewer Pump Station
- a. Cost estimate provided to MUA for installation of permanent generator. MUA to confirm if existing portable generator will run on liquid propane.
- 8. Vibratory Rollers
- a. Meeting held 2/13 with Borough to discuss use of nonvibratory rollers on paving projects.
- 9. Emergency Repair Contract
- a. Awarded to RD Zeuli Inc.
- 10. Parking Lot Paving
- a. Maintenance Bond expires 10/4/2026.
- 11. Xylem Pumps, Parts and Service
- a. Awarded to Xylem.

II. Other Projects

- 1. New Projects
- a. Self-storage; Retail/apartments; Pine Valley Cottages
- 2. Pine Valley Developers (Fairway Pines) Use Variance
- a. Use variance approval for 85 units.
- b. NJDEP permits resubmitted.
- c. Branch Avenue/3rd Avenue PRV design and installation to provide redundancy.

3. Carl Pursell- 121 Berlin-Cross Keys Road
 - a. 20-year Recapture Agreement for Amboy Bank.
4. Amboy Bank/Foxmoor (Townhomes) (PHMU 1202)
 - a. Possible warehouse development.
 - b. Recapture agreement applies to new property owner.
5. "Pine Hill Partners" (Lakes at Pine Hill) (PHMU 0612) (Property purchased by Carl Pursell)
 - a. Pennoni issued bond release recommendation (release not recommended).
6. Tank Antenna
 - a. ATT: Turnerville.
 - b. Cellco/Verizon: Mt. Clement.
 - c. Cellco/Verizon: Turnerville.
 - d. T-Mobile/MetroPCS: T-Mobile request for generator installation.
 - e. T-Mobile/MetroPCS: Turnerville; Request for generator installation.
 - f. Ham Radio Operator Antenna: Turnerville.

Mr. Tom Liesse gave a brief description of various projects: The tower project is moving forward. The new advertising date for the meters is set for 7/25/25. Country Club survey should be done soon. I have been in contact with T-Mobile about fixing parking lot. Spoke with contractor about the hydrant at the Mansions. Mr. Harris asked about the towers concerns about kids trying to climb the scaffolding around the towers. Fence will be locked at night and ask police to patrol the area more.

Solicitor : None

Operations Managers Report July 2025

The following work was completed this month:

61 Assorted work orders serviced.

27 Utility mark outs completed

1. All of our emergency generators were serviced by The Gen Serve Co. They made a few recommendations that we will take care of in house.
2. We replaced the deteriorated meter boxes at 98 Walnut Lane and 9 Cross Rd. We repaired meter leaks at 1209 Weber Dr, 103 Mason Run and 1300 Cedar dr.
3. Shut down, removed, rebuilt and reinstalled the chlorine injector for well #4. Now back in service.
4. We cut the grass and weed wacked at the Bromley Sewer Station. We weed wacked around all of our fire hydrants. We cut and trimmed all branches behind our office back fence.
5. We scraped and repainted all the handrails at our office.
6. We pressure jetted all of the dead-end sewer lines in the Pine Dell section of town.
7. We have been exercising all of our 4" and 6" valves in our distribution system per WQAA standards.
8. I have completed and submitted the 2nd quarter water diversion and water utilization reports to the DEP. I have also averaged the 2nd quarter TTHM & HAA5 locational running annual averages per DEP requirements.

PINE HILL MUNICIPAL UTILITIES AUTHORITY EXECUTIVE DIRECTOR'S REPORT JULY 16, 2025

There is a resolution on the agenda tonight to adopt the budget for the 2025-2026 budget year. The State of NJ has approved our budget for adoption. Our auditor, Stefanie DeSantis, will be present to give a brief overview of the budget and answer any questions.

There are two resolutions on the agenda tonight to renew our membership in the insurance JIF for another three-year period. The insurance JIF has been our best option thus far.

There are three resolutions on the agenda tonight for budget transfers in water, sewer, and the capital budget. July is the last month to transfer funds before the budget year ends on July 31st.

There is a resolution on the agenda drafted by our bond counselors, Parker & McCay. The resolution is long and complicated but lays out the groundwork for proceeding with the I-Bank loan for the water tower rehab project. The resolution is recommended for adoption by Parker & McCay.

The Pine Hill Fire Department provided CPR training to the MUA staff on July 7th. The class was very interesting and informative. We thank the fire department for taking the time to provide the MUA with training.

The Borough of Pine Hill is now the owner of 1019 Crest Rd. The property is vacant and has an outstanding water and sewer balance of \$7,018.95 as of July 2025. If the house is demolished, the water and sewer lines will be cut and capped. I would like to discuss with the Board some ways to recover some of the loss.

Board Members: Mr. Knott thanked our guys for always doing a good job and have a nice summer.

New Business: None

Old Business: None

Resolutions:

RESOLUTION #25-046

2026 ADOPTED BUDGET RESOLUTION

Pine Hill Municipal Utilities Authority

FISCAL YEAR: August 01, 2025 to July 31, 2026

WHEREAS, the Annual Budget and Capital Budget/Program for the Pine Hill Municipal Utilities Authority for the fiscal year beginning August 01, 2025 and ending July 31, 2026 has been presented for adoption before the governing body of the Pine Hill Municipal Utilities Authority at its open public meeting of July 16, 2025; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget presented for adoption reflects Total Revenues of \$2,940,630.00, Total Appropriations, including any Accumulated Deficit, if any, of \$3,155,310.00, and Total Unrestricted Net Position utilized of \$214,680.00; and

WHEREAS, the Capital Budget as presented for adoption reflect Total Capital Appropriations of \$3,638,254.00 and Total Unrestricted Net Position Utilized of \$475,250.00; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Pine Hill Municipal Utilities Authority at an open public meeting held on July 16, 2025 that the Annual Budget and Capital Budget/Program of the Pine Hill Municipal Utilities Authority for the fiscal year beginning August 01, 2025 and ending July 31, 2026 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments hereto, if any, which have been approved by the Director of the Division of Local Government Services.

RESOLUTION 25-047
JOINT INSURANCE FUND AGREEMENT TO RENEW MEMBERSHIP IN THE
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND

WHEREAS, the New Jersey Utility Authorities Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Pine Hill Borough Municipal Utilities Authority is currently a member of said Fund, and;

WHEREAS, effective December 31, 2025, said membership will expire unless earlier renewed, and;

WHEREAS, the Governing Body of the Pine Hill Borough Municipal Utilities Authority has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Pine Hill Borough Municipal Utilities Authority hereby renews its membership in the New Jersey Utility Authorities Joint Insurance Fund for a three (3) year period, beginning January 1, 2026 and ending January 1, 2029. *
2. The Pine Hill Borough Municipal Utilities Authority hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the New Jersey Utility Authorities Joint Insurance Fund as from time to time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. The Pine Hill Borough Municipal Utilities Authority agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
4. In consideration of the continuing membership of the Pine Hill Borough Municipal Utilities Authority in the New Jersey Utility Authorities Joint Insurance Fund, the New Jersey Utility Authorities Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Banking & Insurance, to accept the renewal application of the Pine Hill Borough Municipal Utilities Authority.
5. Executed the 16 day of JULY, 2025 as the lawful and binding act and deed of the Pine Hill Borough Municipal Utilities Authority which execution has been duly authorized by public vote of the governing body.
*12-01-2025

RESOLUTION #25 048

RESOLUTION FOR RENEWAL OF
MEMBERSHIP IN THE
NEW JERSEY UTILITY AUTHORITIES JOINT INSURANCE FUND

WHEREAS, the Pine Hill Borough Municipal Utilities Authority is a member of the New Jersey Utility Authorities Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2025 unless earlier renewed by agreement between the Authority and the Fund; and

WHEREAS, the Authority desires to renew said membership;

NOW THEREFORE, be it resolved as follows:

1. The Pine Hill Borough Municipal Utilities Authority agrees to renew its membership in the New Jersey Utility Authorities Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Governing Body shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the New Jersey Utility Authorities Joint Insurance Fund evidencing the Authority's intention to renew its membership.

This Resolution agreed to this 16 day of JULY, 2025 by a vote
of: _____ Affirmative
 _____ Negative

PINE HILL BOROUGH
MUNICIPAL UTILITIES AUTHORITY

RESOLUTION #25 - 049

Water

WHEREAS, the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority have determined that certain budget appropriations, in the 2024/2025 Authority Water Budget are not sufficient to meet anticipated expenses; and
WHEREAS, transfers between appropriations are permitted.
NOW THEREFORE BE IT RESOLVED, by the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority that the following transfers are effected and that a certified copy of this resolution be forwarded to the Secretary/Treasurer and Financial Clerk.

APPROPRIATIONS TITLE	FROM:	TO:
SICKTIME/VACATION BUYBACK - ADMINISTRATIVE ACCOUNT # 02-00-100-018	\$3,289.48	
ADMINISTRATIVE CLERKS ACCOUNT # 02-00-100-014		\$3,289.48
TRAINING/EDUCATION ADMINISTRATIVE ACCOUNT # 02-00-100-034	\$ 750.00	
AUDIT AND ACCOUNTING FEES ACCOUNT #02-00-100-024		\$ 750.00
METERS/CONNECTIONS ACCOUNT # 02-00-120-044	\$12,000.00	
CHEMICALS ACCOUNT # 02-00-120-041		\$12,000.00
LONGEVITY – OPERATING ACCOUNT # 02-00-120-017	\$ 741.82	
SICKTIME/VACATION BUYBACK – OPERATING ACCOUNT # 02-00-120-010		\$ 741.82
SUPPLIES – OPERATING ACCOUNT # 02-00-120-047	\$5000.00	
UTILITIES – OPERATING ACCOUNT # 02-00-120-048		\$5,000.00
TOTALS:	\$21,781.30	\$21,781.30

AND, BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

PINE HILL BOROUGH
MUNICIPAL UTILITIES AUTHORITY
RESOLUTION #25 – 050

Sewer

WHEREAS, the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority have determined that certain budget appropriations, in the 2024/2025 Authority Water Budget are not sufficient to meet anticipated expenses; and
WHEREAS, transfers between appropriations are permitted.

NOW THEREFORE BE IT RESOLVED, by the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority that the following transfers are effected and that a certified copy of this resolution be forwarded to the Secretary/Treasurer and Financial Clerk.

APPROPRIATIONS TITLE	FROM:	TO:
SICKTIME/VACATION BUYBACK - ADMINISTRATIVE ACCOUNT # 11-00-100-018	\$ 160.35	
EXECUTIVE DIRECTOR ACCOUNT # 11-00-100-012	\$2,000.00	
ADMINISTRATIVE CLERKS ACCOUNT # 11-00-100-014		\$2,160.35
TRAINING/EDUCATION ADMINISTRATIVE ACCOUNT # 11-00-100-034	\$ 3,250.00	
AUDIT AND ACCOUNTING FEES ACCOUNT #11-00-100-024		\$ 3,250.00
SICKTIME/VACATION BUYBACK – ADMINISTRATIVE ACCOUNT # 11-00-100-018	\$ 192.00	
RECORDING SECRETARY ACCOUNT # 11-00-100-013		\$ 192.00
TOTALS:	\$5,602.35	\$5,602.35

AND, BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

PINE HILL BOROUGH

MUNICIPAL UTILITIES AUTHORITY
RESOLUTION #25 - 051
CAPITAL BUDGET

WHEREAS, the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority have determined that certain budget appropriations, in the 2024/2025 Authority Water Budget are not sufficient to meet anticipated expenses; and

WHEREAS, transfers between appropriations are permitted.

NOW THEREFORE BE IT RESOLVED, by the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority that the following transfers are effected and that a certified copy of this resolution be forwarded to the Secretary/Treasurer and Financial Clerk.

APPROPRIATIONS TITLE	FROM:	TO:
OFFICE UPGRADES – BATHROOM/OFFICE ACCOUNT # 06-00-185-102	\$ 9.51	
NEW OFFICE PHONE SYSTEM - CONSTRUCTION ACCOUNT # 06-00-101-102		\$ 9.51
OFFICE UPGRADES – BATHROOM/OFFICE ACCOUNT # 14-00-187-102	\$ 9.51	
NEW OFFICE PHONE SYSTEM – CONSTRUCTION ACCOUNT # 14-00-182-102		\$ 9.51
TOTALS:	\$19.02	\$19.02

RESOLUTION OF THE PINE HILL BOROUGH MUNICIPAL
UTILITIES AUTHORITY AUTHORIZING THE ISSUANCE
AND SALE OF ITS PROJECT NOTES, SERIES 2025A, IN
THE PRINCIPAL AMOUNT OF UP TO \$2,200,000;
DELEGATING TO CERTAIN AUTHORITY OFFICIALS
THE POWER TO MAKE CERTAIN DETERMINATIONS
AND TO AWARD AND SELL THE NOTES; APPROVING
CERTAIN TERMS AND PROVISIONS OF THE NOTES AND
THE PLEDGE OF REVENUES TO SECURE THE PAYMENT
OF THE NOTES; AND DETERMINING CERTAIN
MATTERS IN CONNECTION THEREWITH

25-052
BACKGROUND

WHEREAS, pursuant to the Municipal Utilities Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey ("State"), approved August 22, 1957, as amended (as may be amended and supplemented, the "Act"), The Pine Hill Borough Municipal Utilities Authority ("Authority") was created by virtue of an ordinance duly and finally adopted March 9, 1959 by the Borough Council of the Borough of Pine Hill, County of Camden, New Jersey ("Borough") and is a public body politic and corporate of the State organized and existing under the Act, constituting a political subdivision of the State and established as an instrumentality exercising public and essential governmental functions to provide for the public health and welfare, with all necessary or proper powers to acquire, construct, maintain, operate or improve works for the accumulation, supply or distribution of water and to provide for utility services designed to provide or distribute an adequate supply of water for public and private uses and for improvement of conditions affecting the public and with all the powers, privileges and authority conferred by the Act; and

WHEREAS, the Authority is the owner and operator of certain water supply and distribution facilities ("Water System") within the Authority's service area; and

WHEREAS, the Authority is empowered to acquire, construct, maintain, operate and use

projects related to its Water System and to issue bonds and other obligations to finance and refinance such projects relating to said Water System; and

WHEREAS, the Authority has determined there exists a need within its service area to undertake various capital improvements to its Water System, consisting of the cleaning and painting of two (2) existing drinking water tanks, all as more particularly described in the information on file in the offices of the Authority and the Authority's Consulting Engineer and available for inspection during normal business hours ("Project"); and

WHEREAS, the Authority has heretofore, pursuant to a resolution duly adopted by the Authority on the 23rd day of July, 1962, executed a trust agreement by and between the Authority and The Bank of New York Mellon (as successor trustee to First Camden National Bank and Trust Company, as trustee thereunder) ("Trustee"), as amended and supplemented to date (as amended and supplemented, the "Trust Agreement") that provides for the issuance of Water System bonds and notes; and

WHEREAS, pursuant to the Wastewater Treatment Bond Act of 1985, constituting Chapter 329 of the Laws of 1985 of the State, and the Environmental Infrastructure Trust Act, constituting Chapter 334 of the Laws of 1985 of the State ("Environmental Infrastructure Trust Act"), the New Jersey Infrastructure Bank ("I-Bank"), created pursuant to the Environmental Infrastructure Trust Act, has approved an application submitted to it on behalf of the Authority for financial assistance for payment of a portion of the costs of the Project; and

WHEREAS, The Authority has submitted an application ("IBank Application") to the I-Bank to participate in its Construction Financing Program ("Construction Financing Program"); and

WHEREAS, the IBank Application was approved; and

WHEREAS, in order to satisfy the requirements of the Construction Financing Program

it is the desire of the Authority to issue and sell to the I-Bank it's "Project Notes, Series 2025A" in an aggregate principal amount of up to \$2,200,000 ("Note"); and

WHEREAS, the Authority and the Borough have entered into a Service Agreement, dated November 1, 1986 ("Service Agreement"), providing for and relating to the sale and supply of water in the Borough and the cost and expense of such sale and supplying of water and the Authority may assign or pledge at any time for the benefit and security of holders of Bonds (as such term is defined in the Service Agreement, which includes the Note) all of its rights to receive payments from the Borough under the Service Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Short Title. This resolution may hereafter be cited by the Authority, and is hereafter referred to, as the "2025A Note Resolution".

Section 1.02 Definitions. As used, mentioned or referred to in this 2025A Note Resolution, the following words, terms and phrases shall have the meanings ascribed thereto, unless the context shall clearly require otherwise.

"2025A Note Resolution" means this 2025A Note Resolution, as the same may from time to time be amended and supplemented.

"Amortized Value" when used with respect to Investment Obligations (as hereinafter defined) purchased at a premium above or a discount below par, shall mean the value at any given date obtained by dividing the total premium or discount at which such Investment Obligations were purchased by the number of interest payment dates remaining to maturity on such Investment Obligations after such purchase and by multiplying the amount so calculated by the number of interest payment dates having passed since the date of such purchase, and (i) in the case of Investment Obligations purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of Investment Obligations purchased at a discount, by adding the product thus obtained to the purchase price.

"Annual Charge" means the obligation of the Borough to pay Annual Charges to the Authority pursuant to, and as defined in Article III of the Service Agreement.

"Authorized Newspaper" means a newspaper of general circulation which is customarily posted at least once in each calendar week in the County of Camden, New Jersey.

"Authority Officer" means the Chairperson, the Vice Chairperson, the Treasurer, the Secretary or the Executive Director of the Authority, and, when used with reference to an act or document, also means any other person authorized by supplemental resolution of the Authority to perform such act or sign such document.

"Borough" means the Borough of Pine Hill, County of Camden, New Jersey.

"Chairperson" means the Chairperson or Acting Chairperson of the Authority.

"Cost of Issuance Fund" means the Fund so designated and established by Section 3.02 of this 2025A Note Resolution.

"Cost of Construction" means when used with reference to the Project or part thereof, the Authority's costs of physical construction in connection therewith, costs of completion by or for the Authority, of any lands, real or personal property, rights, rights-of-way, easements and franchises necessary or convenient therefor, and the Authority's costs incidental to such construction or acquisition, including legal, engineering and insurance costs, project report, survey and other preliminary expenses, financing costs (including costs of issuance of the Notes), fees and expenses of the Fiduciary (as hereinafter defined), amounts required by this 2025A Note Resolution to be paid from the proceeds of the Notes to the Trustee to be held in the Debt Service Fund (as hereinafter defined), payments of interest during the period or estimated period of such construction or acquisition on Notes issued in whole or in part to finance such construction or acquisition, payments of principal of or interest on any indebtedness of the Authority (other than the Notes) incurred for such construction or acquisition, costs of equipment and supplies and the advance training of operating personnel, initial working capital required by the Authority for the commencement of operation of said Project or part thereof, and any other costs properly attributable to such construction or acquisition.

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of recognized standing (who may be counsel or of counsel to the Authority) selected by the Authority.

"County" means the County of Camden, State of New Jersey.

"Debt Service Fund" means the Fund so designated and established by Section 3.02 of this 2025A Note Resolution.

"Depository" means any bank organized under the laws of the State of New Jersey or organized under the laws of the United States of America and having its place of business in the State of New Jersey, selected by the Authority as a depository of any moneys or funds of the Authority.

"Event of Default" shall have the meaning ascribed to such term in Section 6.02 of this 2025A Note Resolution.

"Fiduciary" means the Trustee or a Depository.

"Fiscal Year" means the period of twelve calendar months ending with July 31 of any year.

"Fund" or "Funds" means the funds established by Section 3.02 of this 2025A Note Resolution.

"Investment Obligations" shall mean with respect to moneys in any Funds, Accounts or Subaccounts invested under this 2025A Note Resolution, any of the following securities, if and to the extent the same are at the time purchase legal for investment of Authority funds pursuant to the provisions of the Local Fiscal Affairs Law, specifically *N.J.S.A. 40A:5-14* (legal depositories for public moneys) and *N.J.S.A. 40A:5-15.1* (securities which may be purchased by local units), as same may be amended and supplemented from time to time:

As of the date of execution of this 2025A Note Resolution, the following investments and securities are currently permitted investments under the laws of the State for investment of the Authority's funds when authorized by a cash management plan approved pursuant to *N.J.S.A. 40A:5-14*:

1. The public depositories (as defined in *N.J.S.A. 17:9-41*) designated by the Authority in an approved cash management plan shall be authorized pursuant to *N.J.S.A. 40A:5-14(i)* to purchase certificates of deposit in accordance with the following conditions: (1) the funds are initially invested through the designated public depository; (2) the designated public depository arranges for the deposit of the funds in certificates of deposit in one or more federally insured banks or savings and loan associations, for the account of the Authority; (3) one hundred percent (100%) of the principal and accrued interest of each certificate of deposit is insured by the Federal Deposit Insurance Corporation; (4) the designated public depository acts as custodian for the Authority with respect to the certificates of deposit issued for the Authority's accounts; and (5) at the same time that the Authority's funds are deposited and the certificates of deposit are issued, the designated public depository receives an amount of deposits from customers of other banks and savings and loan associations, wherever located, equal to the amount of funds initially invested by the Authority through the designated public depository.
2. Pursuant to *N.J.S.A. 40A:5-15.1*, the following securities may be purchased which, if suitable for registry, may be registered in the name of the Authority:
 - a) Bonds or other obligations of the United States of America or obligations guaranteed by the United State of America;
 - b) Government money market mutual funds;

- c) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor;
 - d) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located;
 - e) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L. 1983, c.313 (*N.J.S.A. 40A:5A-1 et seq.*). Other bonds or obligations having a maturity date not more than 397 days from the date of purchase may be approved by the Division of Local Government Services in the Department of Community Affairs for investment by local units;
 - f) Local government investment pools;
 - g) Deposits with the State Cash Management Fund established pursuant to Section 1 of P.L. 1977, c.281 (*N.J.S.A. 52:18A-90.4*); or
 - h) Agreements for the repurchase of fully collateralized securities, if:
 - i. the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of subsection b. hereof or are bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L. 1983, c.313 (*N.J.S.A. 40A:5A-1 et seq.*);
 - ii. the custody of collateral is transferred to a third party;
 - iii. the maturity of the agreement is not more than thirty (30) days;
 - iv. the underlying securities are purchased through a public depository as defined in Section 1 of P.L. 1970, c.236 (*N.J.S.A. 17:9-41*); and
 - v. a master repurchase agreement providing for the custody and security of collateral is executed.
3. Any investment instruments in which the security is not physically held by the local unit shall be covered by a third party custodial agreement which shall provide for the designation of such investments in the name of the local unit and prevent unauthorized use of such investments.
 4. Purchase of investment securities shall be executed by the "delivery versus payment" method to ensure that securities are either received by the local unit or a third party custodian prior to or upon the release of the local unit's funds.
 5. Any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool, or the State of New Jersey Cash Management Fund, shall be purchased and redeemed through the use of a national or State bank located within this State or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L. 1967, C.93 (*N.J.S.A. 49:3-56*) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.
 6. For purposes of this definition:
 - a) a "government money market mutual fund" means an investment company or investment trust:

which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 U.S.C. s.80a-1 *et seq.*, and operated in accordance with 17 C.F.R. s.270.2a-7, except that a government money market

- i. mutual fund may not impose liquidity fees or redemption gates regardless of whether permitted to do so under 17 C.F.R. s.270.2a-7;
- ii. the portfolio of which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7, securities that have been issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L. 1983, c.313 (*C.40A:5A-1 et seq.*) that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7, and repurchase agreements that are collateralized by such securities in which direct investment may be made pursuant to paragraphs (1), (3), and (5) of subsection b. hereof; and
- iii. which is rated by a nationally recognized statistical rating organization.

- b) A "local government investment pool" means an investment pool:
- i. which is managed in accordance with generally accepted accounting and financial reporting principles for local government investment pools established by the Governmental Accounting Standards Board;
 - ii. which is rated in the highest category by a nationally recognized statistical rating organization;
 - iii. which is limited to U.S. Government securities that meet the definition of an eligible security pursuant to 17 C.F.R. s.270.2a-7, securities that have been issued by New Jersey school districts, municipalities, counties, and entities subject to the "Local Authorities Fiscal Control Law," P.L. 1983, c.313 (*N.J.S.A.40A:5A-1 et seq.*) that meet the definition of an eligible security pursuant to 17 C.F.R. 270.2a-7 and repurchase agreements that are collateralized by such securities in which direct investment may be made pursuant to paragraphs (1), (3), and (5) of subsection b. hereof;
 - iv. which is in compliance with such rules as may be adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c.410 (*N.J.S.A. 52:14B-1 et seq.*) by the Local Finance Board of the Division of Local Government Services in the Department of Community Affairs, which may promulgate rules providing for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;
 - v. which does not permit investments in instruments that: are subject to high price volatility with changing market conditions; cannot reasonably be expected, at the time of interest rate adjustment, to have a market value that approximates their par value; or utilize an index that does not support a stable net asset value;

which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State of New Jersey Cash Management Fund, or through the use of a national or State bank located within the State, or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of

- i. P.L. 1967, c.93 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities; and
 - ii. which does not impose liquidity fees or redemption gates.
7. Investments in, or deposits or purchases of financial instruments made pursuant to this Indenture shall not be subject to the requirements of the "Local Public Contracts Law," P.L. 1971, c.198 (*N.J.S.A.40A:11-1 et seq.*).

"Note" or **"Notes"** means the Project Notes, Series 2025A, authorized pursuant to this 2025A Note Resolution.

"Noteholder" or **"Holder"** or **"Holders"** or any similar term, when used with reference to the Notes, means any person who shall be the bearer of any Outstanding Notes.

"Officer's Certificate" means a certificate signed by an Authority Officer.

"Outstanding" means, when used with reference to the Notes and as of any particular date, all Notes theretofore and thereupon being authenticated and delivered except (a) any Notes cancelled by the Trustee, or proven to the satisfaction of the Trustee to have been cancelled by the Authority, at or before said date, (b) any Notes in lieu of or in substitution for which another Note shall have been authenticated and delivered pursuant to this 2025A Note Resolution, and (c) Notes deemed to have been paid pursuant to Section 9.06 hereof.

"Revenues" means (i) all Annual Charges, (ii) investment income derived from all moneys and securities held in any Fund, and (iii) proceeds of the bonds to be issued from the permanent financing of the Note.

"Secretary" means the Secretary or an Acting Secretary of the Authority.

"Service Agreement" means the agreement by and between the Borough and the Authority dated November 1, 1986.

"Trustee" means The Bank of New York Mellon, Jersey City, New Jersey or its successor and assignee.

Section 1.03 Captions and Index. Any captions, titles or headings preceding the text of any Article or Section herein and any table of contents or index attached to this 2025A Note Resolution or any copy thereof are solely for convenience of reference and shall not constitute part of this 2025A Note Resolution or affect its meaning, construction or effect.

Section 1.04 Interpretations. As the context shall clearly require, words importing persons include persons, firms, associations (whether incorporated or not incorporated), corporations and other organizations of persons. Words importing the singular number include the plural number and vice versa, and words importing the masculine include the feminine.

ARTICLE II

AUTHORIZATION, ISSUANCE AND SALE OF THE NOTES

Section 2.01 Authority for the 2025A Note Resolution. This 2025A Note Resolution is adopted pursuant to the provisions of the Act. The Authority has ascertained and hereby determines that adoption of this 2025A Note Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Authority in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Authority herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Authority.

Section 2.02 Determination to Construct Project and as to Other Matters. The Authority has ascertained and did heretofore and does hereby determine that the Project is necessary and shall diligently proceed with the completion of the same. The estimated Cost of Construction of the Project is \$2,200,000. It is hereby further determined that the provisions or reserves herein provided to be made or established by application of proceeds of the Notes for working capital or costs in connection with the issuance of the Notes or operating, maintenance or replacement expenses or for payment or security of principal of or interest on the Notes during or after construction or acquisition of the Project constitute and shall be part of such Cost of Construction.

Section 2.03 Authorization of Notes. This 2025A Note Resolution creates a series of Notes of the Authority to be designated as "Project Notes, Series 2025A". The aggregate principal amount of the Notes which may be executed, authenticated and delivered under this 2025A Note Resolution is limited to \$2,200,000.

Section 2.04 General Provisions for Issuance of Notes. All (but not less than all) of the Notes shall be executed by the Authority for issuance under this 2025A Note Resolution and delivered to the Trustee and thereupon shall be authenticated and delivered by the Trustee to the Authority or upon its order, but only upon the receipt by the Trustee of:

1. A written order as to the delivery of such Notes, signed by an Authority Officer;
2. A copy of this 2025A Note Resolution authorizing such Notes, certified by an Authority Officer;
3. A Counsel's Opinion (which shall be addressed to the Authority and the Trustee) to the effect that: (i) the Authority has the right and power under the Act to adopt this 2025A Note Resolution and this 2025A Note Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and is valid and binding upon the Authority in accordance with its terms, and no other authorization for this 2025A Note Resolution is required; (ii) this 2025A Note Resolution creates the valid pledge which it purports to create of the moneys, securities and funds held or set aside under this 2025A Note Resolution; and (iii) the Notes are legal, valid and binding obligations of the Authority as provided in this 2025A Note Resolution, in accordance with their terms and the terms of this 2025A Note Resolution and of the Act, as amended to the date of such Counsel's Opinion, and such Notes have been duly and validly authorized and issued in accordance with law, including the Act, as amended to the date of such Counsel's Opinion, and in accordance with this 2025A Note Resolution; provided, that such Counsel's Opinion may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles relating to creditors' rights generally and state that no Counsel's Opinion is being rendered as to the availability of any particular remedy;

4. The amounts specified in this 2025A Note Resolution authorizing the Notes to be deposited in any Fund under this 2025A Note Resolution;

5. Such further documents, moneys and securities as the Trustee shall reasonably require for delivery of the Notes.

Section 2.05 The Notes.

1. Each series of Notes shall be dated the date of delivery and shall mature within thirty-six (36) months thereof or upon earlier redemption. The Notes shall bear interest computed on the basis of a year of 360 days comprised of 12 months and 30 days each. Principal of and interest on the Notes shall be payable at maturity or upon earlier redemption at the principal corporate trust office of the Trustee.

2. Each series of Notes shall be subject to redemption prior to maturity on the terms and conditions stated therein and confirmed in a supplemental resolution hereto.

3. The proceeds, including accrued interest, if any, of the Notes shall be applied simultaneously with the delivery of the Notes as follows:

a) There shall be deposited in the Debt Service Fund (i) an amount equal to the accrued interest on the Notes to the date of such delivery, and (ii) such additional amount as shall be determined by the Authority.

b) The balance of the proceeds shall be deposited into the Construction Fund to pay the costs of the Project.

4. The Notes shall be in bearer or registered form in the denomination of \$100,000 or any integral multiple thereof in excess of \$100,000, or such other odd denomination as it is necessary to issue the full principal amount of the Notes.

Section 2.06 Sale of the Notes. The sale of the Notes is hereby authorized. The Executive Director of the Authority, following consultation with the Chairperson and/or Treasurer is hereby designated to be an Authority Officer, charged by this 2025A Note Resolution with the responsibility for: (i) issuing and selling the Notes and determining, among other things, the amount of the Notes to be issued (not to exceed \$2,200,000); (ii) determining the time of sale of the Notes, the purchaser of the Notes, the maturity date of such Notes and the provisions pertaining to sinking funds established therefor, the rate or rates of interest for such Notes (provided that, without further approval, the net interest cost on the Notes shall not exceed six per centum (6.00%) per annum); and (iii) determining such other terms and conditions as may be necessary or related to the sale of the Notes, and each of them is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this 2025A Note Resolution and the issuance and sale of the Notes.

Section 2.07 Execution of Notes. Each Note shall be executed in the name and on behalf of the Authority by the facsimile or manual signature of its Chairperson or Vice Chairperson and the corporate seal of the Authority shall be thereunto affixed, imprinted or otherwise reproduced and attested by the facsimile or manual signature of its Secretary. Any Note may be signed, sealed or attested on behalf of the Authority by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of such Note such person may not have held such office. Further, if any person who shall have signed or sealed any Note shall have ceased to be an Authority Officer before the Note so signed and sealed shall have been authenticated and delivered by the Trustee, such Note may, nevertheless be authenticated and delivered as herein provided, and may be issued as if the persons who signed and sealed such Note had not ceased to hold such offices.

Section 2.08 Authentication of Notes. Each Note shall bear thereon a certificate of authentication, substantially in the following form and manually executed by or on behalf of the Trustee.

"CERTIFICATE OF AUTHENTICATION

The Note is one of the issue of Notes described in the within-mentioned Resolution such Note being designated as "The Pine Hill Borough Municipal Utilities Authority, Project Notes, Series 2025A". Accompanying this Note is the complete text of the opinion of Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel, a signed original of which is on file with the undersigned and delivered and dated the date of original delivery of and payment for this Note.

The Bank of New York Mellon, as Trustee

By: _____
Authorized Officer"

Only such Notes as shall bear thereon such certificate of authentication, duly executed, shall be entitled to any security, right or benefit under this 2025A Note Resolution. No Note shall be valid or obligatory for any purpose unless such certificate of authentication upon such Note shall have been duly executed by or on behalf of the Trustee. Such certificate of authentication by the Trustee upon any Note executed as herein provided on behalf of the Authority shall be conclusive and the only evidence that the Note so authenticated has been duly authenticated and delivered under this 2025A Note Resolution and that the Holder thereof is entitled to the benefit of this 2025A Note Resolution.

Section 2.09 Ownership of Notes. The Authority and any Fiduciary may treat the IBank as the holder and absolute owner each series of the Notes, whether or not such Note shall have matured, for the purpose of receiving payment of the principal thereof and for all other purposes and neither the Authority nor any Fiduciary shall be affected by any notice to the contrary.

Section 2.10 Notes Mutilated, Destroyed, Stolen or Lost. In case any Note shall become mutilated or be destroyed, stolen or lost, the Authority shall, upon the written request of

the Holder, execute, and thereupon the Trustee shall authenticate and deliver, a new Note, with a new replacement number, not similar to that of any Outstanding Note of like designation, maturity,

interest rate and principal amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note upon surrender and cancellation of such mutilated Note or in lieu of and substitution for the Note destroyed, stolen or lost. Such replacement or exchange shall only be made upon filing with the Trustee evidence satisfactory to the Authority and the Trustee that such Note, if any, has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Authority and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Authority or the Trustee may prescribe and paying such expenses (including attorney's fees, costs, and expenses, if any) as the Authority and Trustee may incur in connection therewith. All such Notes so surrendered to the Trustee shall be cancelled by it and destroyed.

ARTICLE III SECURITY FOR NOTES; APPLICATION OF PROCEEDS AND CREATION OF FUNDS

Section 3.01 Pledge Effected by This 2025A Note Resolution.

1. The Notes are secured as to the payment of the principal thereof and interest thereon in accordance with their provisions and the provisions of this 2025A Note Resolution by: (i) the proceeds from the sale of the Notes; (ii) moneys on deposit in all Funds established by this 2025A Note Resolution including the investments, if any, thereof; and (iii) the Revenues. In the event that such proceeds of sale of the Notes, Revenues and other moneys and securities are not available or are insufficient, the Notes are also secured as to payment of the principal thereof and interest thereon by the Annual Charges in accordance with the provisions of the Service Agreement pursuant to which the Borough is required to provide the amounts necessary to pay or provide for the expenses of operation and maintenance of the Water System, including insurance, renewals, replacements, extensions, enlargements, alterations and betterments and the principal of and interest on any and all bonds, notes or other evidences of indebtedness issued by the Authority as the same become due. The Authority has no power to levy or collect taxes.

2. Such proceeds from the sale of the Notes, the Revenues, other moneys and securities and the Annual Charges hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, irrespective of whether such parties have notice thereof.

3. Nothing contained in this 2025A Note Resolution shall be construed to prevent the Authority from acquiring, constructing or financing through the issuance of its bonds, notes or other evidences of indebtedness any facilities which do not constitute a part of the Project for the purposes of this 2025A Note Resolution or from securing such bonds, notes or other evidences of indebtedness by a pledge of, or other security interest in, the Revenues therefrom or any lease or other agreement with respect thereto or any revenues derived from such lease or other agreement.

4. The Authority expressly reserves the right to adopt one or more resolutions separate and apart from this 2025A Note Resolution and reserves the right to issue bonds or other obligations of the Authority under such resolutions for any of its authorized purposes, including the financing of the cost of any project, facility or undertaking permitted by the Act and to secure such bonds, notes or other evidences of indebtedness by a pledge of, or other security interest in, the Revenues therefrom.

5. The Borough shall, to the extent it makes any payment(s) pursuant to the terms of the Service Agreement, which payment(s) is to be applied to the payment of principal of and/or interest on the Notes, become subrogated to the rights of the Holders.

6. The Authority hereby acknowledges and agrees that the Borough is a third party beneficiary of this 2025A Note Resolution. To the extent the Borough makes any payment(s) pursuant to the terms of the Service Agreement, which payment(s) is to be applied to the payment of principal of and/or interest on the Notes, the Borough shall become entitled to and have the right to exercise the rights and privileges of the Noteholders under this 2025A Note Resolution.

Section 3.02 Establishment of Funds and Accounts. The following Funds are hereby established:

- (1) the Cost of Issuance Fund to be held by the Trustee, and
- (2) the Debt Service Fund to be held by the Trustee.

Section 3.03 Cost of Issuance Fund.

1. There shall be paid into the Cost of Issuance Fund the amounts required to be so paid by the provisions of this 2025A Note Resolution and the Authority's Receipt for the Purchase Price

of the Notes and Application of Proceeds executed upon closing of the Notes by the Executive Director of the Authority pursuant to Section 2.06 hereof.

2. Notwithstanding any of the other provisions of this Section 3.03, to the extent that other moneys are not available therefor, amounts in the Cost of Issuance Fund shall be applied to the payment of principal of and interest on the Notes when due.

Section 3.04 Debt Service Fund. There shall be paid into the Debt Service Fund: (i) the amounts required to be so paid by the provisions of this 2025A Note Resolution and the Authority's Receipt for the Purchase Price of the Notes and Application of Proceeds executed upon closing of the Notes by the Executive Director of the Authority pursuant to Section 2.06 hereof; and (ii) sufficient moneys in the amounts and in the manner necessary to satisfy the requirements of Section 4.02 hereof. The Trustee shall pay out of the Debt Service Fund to the Noteholders the amount required for the principal of and interest payable on the Notes on the due date.

Section 3.05 Depositories.

1. All moneys held by the Trustee or the Authority under the provisions of this 2025A Note Resolution shall constitute trust funds and the Trustee or the Authority may deposit such moneys with one or more Depositories in trust for the Trustee or the Authority. All moneys deposited under the provisions of this 2025A Note Resolution with the Trustee or any Depository shall be held in trust and applied only in accordance with the provisions of this 2025A Note Resolution, and each of the Funds established by this 2025A Note Resolution shall be a trust fund for the purposes thereof.

2. Each Depository shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of this 2025A Note Resolution.

Section 3.06 Deposits.

1. All moneys held by any Depository may be deposited by such Depository in its commercial banking department on demand or, if and to the extent directed by the Authority and acceptable to such Depository, on time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Depository shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as is required by law.

2. All moneys held under this 2025A Note Resolution by the Trustee or any Depository shall be (a) either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described in clause (a), of the definition of "Investment Obligations" in Section 1.02 having a market value (exclusive of accrued interest) not less than the amount of such moneys, and (b) held in such other manner as may then be required by applicable federal or state laws and regulations and applicable state laws and regulations of the state in which the Trustee or such Depository (as the case may be) is located, regarding security for, or granting a preference in the case of, the deposit of trust funds in order that the Trustee has a first priority, perfected security interest in such securities; provided, however, that it shall not be necessary for the Fiduciary to give security under this subsection 2 for the deposit of any moneys with them held in trust and set aside by them for the payment of the principal of or interest on any Notes, or for the Trustee or any Depository to give security for any moneys which shall be represented by obligations or certificates of deposit purchased as an investment of such moneys.

3. All moneys deposited with the Trustee and each Depository shall be credited to the particular Fund to which such moneys belong.

Section 3.07 Investment of Certain Funds.

1. Moneys held in the Debt Service Fund shall be invested and reinvested by the Trustee to the fullest extent practicable in Investment Obligations which mature no later than one (1) business day prior to such time as shall be necessary to provide moneys when needed for payments to be made from such Fund. Moneys held in the Cost of Issuance Fund may be invested and reinvested in Investment Obligations which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund. The Trustee shall make all such investments of moneys held by it in accordance with written instructions received from any Authority Officer. Ratings of investments shall be determined at the time of purchase of such investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of investments after the initial purchase of such investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries and may charge its ordinary and customary fees for such investments. In the absence of written investment instructions from an Authority Officer, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested.

Although the Authority recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Authority hereby agrees that confirmations of permitted investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

2. Interest earned on any moneys or investments in the Cost of Issuance Fund shall be held in such Fund.

3. Nothing in this 2025A Note Resolution shall prevent any Investment Obligations acquired as investments of or security for funds held under this 2025A Note Resolution from being issued or held in book entry form on the books of the Department of the Treasury of the United States.

Section 3.08 Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any Fund created under the provisions of this 2025A Note Resolution shall be deemed at all times to be a part of such Fund and any profit realized from the liquidation of such investment shall be credited to such Fund, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund.

In computing the amount in any Fund created under the provisions of this 2025A Note Resolution for any purpose provided in this 2025A Note Resolution, obligations purchased as an investment of moneys therein shall be valued upon the maturity of the Notes at the Amortized Value of such obligations or the market value thereof, whichever is lower, exclusive of accrued interest.

ARTICLE IV

COVENANTS OF THE AUTHORITY

Section 4.01 Effect of Covenants. The Authority hereby particularly covenants and agrees with the Trustee and with the Holders of the Notes and makes provisions which shall be a part of the contract with such Holders, to the effect and with the purpose set forth in the following Sections of this Article IV. The provisions of this Article IV shall be effective from and after the time of the delivery by the Trustee of the Notes authenticated and delivered under this 2025A Note Resolution.

Section 4.02 Payment of Notes. The Authority shall duly and punctually pay or cause to be paid the principal of the Notes and the interest thereon, at the date and place and in the manner mentioned in the Notes according to the true intent and meaning thereof.

Section 4.03 Extension of Notes. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Notes or the time of payment of any claims for interest by the purchase or funding of such Notes, and in the case that maturity of any of the Notes or the time for payment of any such claims for interest shall be so extended, such Notes or claims for interest shall not be entitled in case of any default under this 2025A Note Resolution to the benefit of this 2025A Note Resolution or to any payment out of any assets of the Authority or the moneys (except moneys held in trust for the payment of those particular Notes or claims for interest pursuant to this 2025A Note Resolution) held by any Fiduciary, except subject to the prior payment of the principal of all Outstanding Notes, the maturity of which has occurred and has not been extended and of such portion of the accrued interest on the Notes as shall not be represented by such extended claims for interest.

Section 4.04 Further Assurances. At any and all times the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolution, act, deed, conveyance, assignment, transfer and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming of all and any singular rights, Revenues and other moneys, securities and funds hereby pledged or assigned or intended so to be, or which the Authority may hereafter become bound to pledge or assign, or as may be reasonable and required to carry out the purposes of this 2025A Note Resolution and comply with the Act. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other funds pledged hereunder and all the rights of the Noteholders hereunder against all claims and demands of all persons whomsoever.

Section 4.05 Powers as to Notes and as to Pledge. The Authority is and will be duly authorized under the Act and all applicable laws to create and issue the Notes and to adopt this 2025A Note Resolution and to pledge the Revenues and other moneys, securities and funds purported to be pledged by this 2025A Note Resolution in the manner and to the extent provided in this 2025A Note Resolution. The Revenues and other moneys, securities and funds so pledged 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 pledge created by this 2025A Note Resolution, and all corporate action on the part of the Authority to that end has been duly and validly taken. The Notes and the provisions of this 2025A Note Resolution are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of this 2025A Note Resolution.

Section 4.06 Powers as to Project. The Authority has, and will have so long as any Notes remain Outstanding, good right and lawful authority to complete the Project subject, however, to the provisions of the Act.

Section 4.07 Indebtedness and Liens. Nothing contained herein shall prohibit the Authority from issuing any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Revenues or other moneys, securities or funds paid or to be paid to or held or to be held by the Authority or any Fiduciary under this 2025A Note Resolution. Nothing contained herein shall be construed to prevent the Authority from creating or causing to be created superior or subordinated liens to the Notes.

Section 4.08 Insurance and Reconstruction. The Authority shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to projects of like character as the Project against loss of or damage to the Project and against public and other liability to the extent reasonably necessary to protect the interests of the Authority and the Noteholders. If any useful part of the Project shall be damaged or destroyed, the Authority shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be paid to the Trustee and (except for proceeds of use and occupancy insurance) shall be held in the Debt Service Fund and applied to the necessary costs involved in such repair and replacement and, to the extent not so applied shall (together with proceeds of any such use and occupancy insurance) be deposited by the Authority as Revenues. The policies or evidences of insurance described in this Section 4.08 shall be held by the Authority.

Section 4.09 Conditions Precedent. Upon the date of issuance of any of the Notes, all conditions, acts and things required by the constitution or statutes of the State or by the Act or the Note, or this 2025A Note Resolution to exist, to have happened or to have been performed precedent to or in the issuance of such Notes shall exist, have happened and have been performed, and such Notes, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by said constitution or statutes.

Section 4.10 General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act or this 2025A Note Resolution in accordance with the terms of such provisions.

Section 4.11 Progress Reports During Construction. The Authority shall, during the construction and acquisition of any part of the Project, secure from the Consulting Engineer not less often than every three months a written report in reasonable detail as to the progress and cost of such construction and acquisition of said part, showing comparisons of such progress and cost with prior estimates of such progress and cost made by the Consulting Engineer and describing any modification made in the plans for such construction and acquisition. The Authority shall cause copies of every such report to be filed with the Trustee for inspection by the IBank, if such inspection is requested.

Section 4.12 Operation, Maintenance and Reconstruction. The Authority shall at all times operate, or cause to be operated, the Project properly and in a sound and economical manner and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly and advantageously conducted, and, if any useful part of the Project is damaged or destroyed, the Authority shall, as expeditiously as may be possible, commence and diligently prosecute the replacement or reconstruction of such part so as to restore the same to use; provided, however, that nothing contained in this 2025A Note Resolution shall require the Authority to construct, operate, maintain, preserve, repair, replace, renew or reconstruct a part of the Project if there shall have been filed with the Trustee: (1) a certificate of an Authority Officer stating that in the opinion of the Authority abandonment of operation of such part is economically justified and is not prejudicial to the interest of the IBank, and (2) a Counsel's Opinion, who may be counsel to the Authority, that abandonment of operation of such part will not materially prejudice the benefits, rights or privileges of the Authority or the IBank hereunder or under any Service Agreement, and (3) a Consulting Engineer's Certificate concurring with said opinion of the Authority.

Section 4.13 Rules, Regulations and Other Matters. The Authority shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Project. All compensation, salaries, fees and wages paid by it in connection with the maintenance, repair and operation of the Project shall be reasonable and no more than would be paid by other corporations, municipalities or public bodies for similar services. The Authority shall observe and perform all of the terms and conditions contained in the Act, and shall comply with all valid acts,

rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project or the Authority.

Section 4.14 Payment of Lawful Charges. The Authority shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Project, or upon any part thereof or upon any Revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to any part of the Project, and shall not create or suffer to be created or permitted any lien or charge upon the Project or any part hereof or upon the Revenues therefrom, except the pledge and lien created by this 2025A Note Resolution for the payment of the principal of and interest on the Notes. The Authority shall pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Project or any part hereof or the Revenues therefrom; provided, however, that nothing contained in this Section 4.14 shall require the Authority to pay or cause to be discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 4.15 Consulting Engineer. The Authority shall at all times employ a Consulting Engineer, whose duties shall be to provide any certificates and perform any other acts required or permitted of the Consulting Engineer under this 2025A Note Resolution, and also to review the construction and operation of the Project, to make an inspection of the Project at least once a year, and not more than sixty or less than forty-five days before the end of each Fiscal Year, to submit to the Authority a report with recommendations as to the proper maintenance, repair and operation of the Project during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purposes. Copies of such reports, recommendations and estimates made as hereinabove provided shall be filed with the Trustee and the Authority for inspection by the IBank, if such inspection is requested. The Consulting Engineer shall also make recommendations as to the sufficiency of insurance coverage required by Section 4.16 hereof.

Section 4.16 Insurance and Reconstruction. The Authority shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to projects of like character as the Project against loss of or damage to the Project and against public and other liability to the extent reasonably necessary to protect the interests of the Authority and the IBank. If any useful part of the Project shall be damaged or destroyed, the Authority shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be paid to the Trustee and (except for proceeds of use and occupancy insurance) shall be held in the Construction Fund and applied to the necessary costs involved in such repair and replacement and, to the extent not so applied shall (together with proceeds of any such use and occupancy insurance) be deposited by the Authority as Revenues. The policies or evidences of insurance described in this Section 4.16 shall be held by the Authority.

Section 4.17 Accounts and Periodical Reports and Certificates.

1. The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project or under this 2025A Note Resolution and which, together with all other books and papers of the Authority, shall at all times be subject to the inspection of the Trustee or the Holder or Holders of not less than five per centum (5%) in principal amount of the Notes or their attorneys duly authorized in writing.

2. The Authority shall annually, within four months after the close of each Fiscal Year, file with the Trustee, for inspection by the IBank if such inspection is requested, a copy of an annual report for said year, accompanied by the certificate of an accountant as to examination of the financial statements therein and describing such statements as fairly presenting the information therein in conformity with generally accepted accounting principles, relating to the Project and including statements in reasonable detail of financial condition as of the end of said year and income and expenses for said year; number and classification of users and services of the Project for said year and of the Service Charges and Revenues collected in each classification; the rates of Service Charges for said year; and, with respect to each Fund created by this 2025A Note Resolution, the receipts therein and disbursements therefrom during said year and the amounts held therein at the end of said year. The Authority shall also file a copy of each such report with the Trustee.

3. The Authority shall at all time keep on file with the Trustee copies of the rates of Service Charges as in effect from time to time.

Section 4.18 Compliance with Service Agreements and Enforcement of Annual Charges. The Authority shall so plan, schedule and prosecute, all construction on or about the

Project, and after completion of construction of the Project shall so operate and maintain the Project, as to entitle it, at all times after the Operation Date, to receive and enforce payment to it of Service Charges and collect Revenues with respect to the Project, and shall not release the obligations of any user prejudicial to the rights, benefits or privileges of the Authority or the IBank thereunder, and shall take all reasonable measures permitted by the Act or otherwise by law, to enforce prompt payment to it of all Annual Charges and other Revenues, and shall at all times, to the extent permitted by the Act or other law, defend, enforce, preserve and protect the rights, benefits and privileges of the Authority and of the IBank hereunder or with respect to the enforcement of Service Charges.

Section 4.19 Ownership of Project. The Authority shall make no contract requiring payment of labor to contractors, builders or materialmen on account of the construction or reconstruction of any part of the Project, unless such part is located on lands to which title or over which perpetual easement, in either case sufficient for the purposes of the Authority, is owned or can be acquired by the Authority, or unless such part is lawfully located in a public street or highway or is a conduit, pipeline, main or connection located on land in which a right or interest less than a fee simple or perpetual easement has been acquired from the United States of America, the State or a political subdivision thereof or a public utility and such lesser right or interest has been approved in Counsel's Opinion (who may be counsel to the Authority) as sufficient for the purposes of the Authority.

Section 4.20 Conditions Precedent. Upon the date of issuance of any of the Notes, all conditions, acts and things required by the constitution or statutes of the State or by the Act or the Note, or this 2025A Note Resolution to exist, to have happened or to have been performed precedent to or in the issuance of such Notes shall exist, have happened and have been performed, and such Notes, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by said constitution or statutes.

Section 4.21 General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act or this 2025A Note Resolution in accordance with the terms of such provisions.

ARTICLE V AMENDMENTS

Section 5.01 Distribution of Notices. Any provision in this Article V relative to posting of a notice or other matter shall be fully complied with if it is posted only in an Authorized Newspaper.

Section 5.02 Directions as to Distribution. Whenever in this 2025A Note Resolution posting in successive weeks are referred to, such successive weeks shall each be deemed to begin with Sunday and such postings shall be sufficient if made on any day or days of such successive weeks. Whenever in this 2025A Note Resolution postings in an Authorized Newspaper on successive dates are referred to or implied, such postings need not all be made in the same Authorized Newspaper and shall be sufficient if made on such successive dates in any Authorized Newspaper distributed in the same municipality.

Section 5.03 Powers of Amendment. Any modification or amendment of this 2025A Note Resolution and of the rights and obligations of the Authority and of the IBank, in any particular, may be made by a supplemental resolution with the written consent, given as provided in Section 5.04, of the IBank at the time such consent is given, provided, however, that if such modification or amendment will, by its terms, not take effect so long as any of the Notes remain Outstanding, or provided an opinion of Bond Counsel addressed to the Trustee which opines that such amendment will not adversely affect the IBank, the consent of the IBank shall not be required; and provided, further, that no such modification or amendment shall permit a change in the terms of maturity of the principal of any of the Notes or a reduction in the principal amount or the rate of interest thereon without the consent of the IBank, or shall reduce the percentages or otherwise affect the description of the Notes the consent of the IBank of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of its written assent thereto. For the purposes of this Section 5.03, the Notes shall be deemed to be affected by a modification or amendment of this 2025A Note Resolution if the same adversely affects or diminishes the rights of the IBank against the Authority or the Revenues or any moneys, securities or funds pledged under this 2025A Note Resolution.

Section 5.04 Consent of IBank. The Authority may at any time adopt and file a resolution of the Authority making a modification or amendment permitted by the provisions of Section 5.03 hereof, to take effect when and as provided in this Section 5.04. A copy of such resolution, together with a request to the IBank for its consent thereto shall be sent to the IBank. Such resolution shall not be effective unless and until, and shall take effect in accordance with its terms when there shall have been filed with the Trustee: (i) the written consent of the IBank; and (ii) a Counsel's Opinion (which shall be addressed to the Authority and the Trustee) stating that

such resolution has been duly and lawfully adopted by the Authority in accordance with the provisions of this 2025A Note Resolution, is authorized or permitted by the provisions of this 2025A Note Resolution, and when effective, will be valid and binding upon the Authority and enforceable in accordance with its terms. Any such consent shall be binding upon the IBank, but, notwithstanding the provisions of Section 8.01 hereof, such consent may be revoked in writing by the IBank by filing with the Trustee, prior to but not later than the time when the written statement of the Trustee hereinafter in this Section 5.04 provided for is filed, such a revocation. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee. At any time after the IBank shall have filed its consent to such resolution, the Trustee shall make and file with the Authority and the Trustee a written statement that the IBank has filed and given such consent. Such written statement shall be conclusive that such consent has been so filed and has been given. Such resolution making such modification or amendment shall be deemed conclusively binding upon the Authority, the Fiduciaries and the IBank in accordance with the Act.

Section 5.05 Exclusion of Notes. Notes owned or held by or for the account of the Authority shall be excluded and shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Notes provided for in this Article V, and the Authority shall not be entitled with respect to such Notes to give any consent or take any other action provided for in this Article V. At the time of any consent or other action taken under this Article V, the Authority shall furnish the Trustee with a certificate of an Authority Officer, upon which the Trustee shall conclusively rely, describing all Notes to be so excluded.

Section 5.06 Notation on Notes. Notes authenticated and delivered after the effective date of any action taken as provided in this Article V may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the IBank at such effective date and presentation of such Note for that purpose at the principal corporate trust office of the Trustee suitable notation shall be made on such Note by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Notes so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared, authenticated and delivered, and upon demand of the IBank shall be exchanged, without cost to the IBank, for Notes of the same designation, maturity and interest rate then Outstanding, upon surrender of such Notes.

Section 5.07 Amendments Prior to Issuance. Notwithstanding anything in this 2025A Note Resolution to the contrary, this 2025A Note Resolution may, prior to the issuance of the Notes, be amended by certification executed by the Executive Director of the Authority, provided, however, such amendment authorized under this Section 5.07 may not increase the principal amount of Notes authorized to be issued or alter the security or sources of payment therefor. To become effective, said amendment shall be accompanied by an opinion of Bond Counsel (which shall be addressed to the Authority, the Trustee and the Borough) to the effect that such amendment complies with the requirements of this Section 5.07 of the 2025A Note Resolution and filed with the Trustee.

ARTICLE VI REMEDIES ON DEFAULT

Section 6.01 Power of Trustee. The Authority hereby determines that there shall be, and there hereby are, vested in the Trustee, in addition to all its property, rights, powers and duties

mentioned or referred to in any other provision of this 2025A Note Resolution, the rights, powers and duties in this Article VI provided in trust for the IBank.

Section 6.02 Events of Default. Each of the following shall constitute an event of default under this 2025A Note Resolution and is hereby called an "Event of Default", that is to say, in case:

1. interest on the Notes shall become due and shall not be paid, or the principal of the Notes shall become due at maturity and shall not be paid on said date; or
2. subject to the provisions of this Section 6.02, a default shall be made in the observance or performance of any covenant, contract or other provision contained in the Notes or this 2025A Note Resolution and such default shall continue for a period of ninety (90) days after written notice to the Authority from the IBank or from the Trustee specifying such default and requiring the same to be remedied; or

3. if judgment for the payment of money shall be rendered against the Authority as the result of the construction, improvement, ownership, control or operation of the Project, and any such judgment shall not be discharged within ninety (90) days after the entry thereof, or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof; and/or

4. if there shall occur the dissolution or liquidation of the Authority or the filing by the Authority of a voluntary petition in bankruptcy, or the commission by the Authority of any act of bankruptcy, or adjudication of the Authority as a bankruptcy, or assignment by the Authority for the benefit of its creditors, or the entry by the Authority into an agreement of compromise with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Authority in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted.

Section 6.03 Enforcement by Trustee. Upon the happening and continuance of an Event of Default described in any of the clauses of Section 6.02 hereof, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the IBank, may proceed, and upon the written request of the IBank shall proceed, subject to the provisions of Section 6.02, to protect and enforce its rights and any rights of the IBank and, to the full extent that the IBank might do, the rights of the IBank under the laws of the State or under this 2025A Note Resolution by such suits, actions or proceedings in equity or at law, either for the specific performance of any covenant or contract contained herein or in aid or execution of any power herein granted or for any proper legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce the rights aforesaid.

Section 6.04 Representation of IBank by Trustee. The Trustee is hereby irrevocably appointed (and the IBank, by accepting and holding the same, shall be conclusively deemed to have so appointed the Trustee and to have mutually covenanted and agreed, each with the other, not to revoke such appointment) the true and lawful attorney-in-fact of the IBank with power and authority, at any time in its discretion:

1. Pursuant to this 2025A Note Resolution or the Act or any law, after the happening of an Event of Default, (a) by action in lieu of mandamus or other prerogative writ or by other suit, action or proceeding in equity or at law, to enforce all rights of the IBank including the right to require the Authority and the members and officers thereof to prescribe and calculate rates for and collect Service Charges adequate to carry out and fulfill any covenant or agreement herein with respect to the same and to require the Authority and such members and officers to carry out and fulfill any other covenant or agreement with the IBank and to perform its and their duties under this 2025A Note Resolution and the Act, (b) to bring suit upon the Notes, (c) by action or suit in equity, to require the Authority to account as if it were a trustee of an express trust for the IBank, or (d) by action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the IBank; and

2. To make and file in any proceeding in bankruptcy or judicial proceeding for the reorganization or liquidation of the affairs of the Authority either in the respective names of the IBank or on behalf of the IBank as a class, any proof of debt, amendment of proof of debt, petition or other document, to receive payment of any sums becoming distributable to the IBank, and to execute any other papers and documents and do, and perform any and all such acts and things as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the IBank against the Authority allowed in any bankruptcy or other proceeding.

Section 6.05 Limitation on Powers of Trustee. Nothing contained in this 2025A Note Resolution shall be deemed to give power to the Trustee either as such or as attorney-in-fact of the IBank to vote the claims of the IBank in any bankruptcy proceeding or to accept or consent to any plan of reorganization, readjustment, arrangement or compromise or other like plan, or by other action of any character to waive or change any right of the IBank or to give consent on behalf of the IBank to any modification or amendment of this 2025A Note Resolution requiring such consent or to any resolution requiring such consent pursuant to the provisions herein.

Section 6.06 Action by Trustee.

1. All rights of action under this 2025A Note Resolution or upon any of the Notes enforceable by the Trustee, may be enforced by the Trustee without the possession of any of the Notes or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee may be brought in its name for the ratable benefit of the IBank subject to the provisions of this 2025A Note Resolution.

2. In the enforcement of any rights under this 2025A Note Resolution, the Trustee shall be entitled to sue for, enforce payment of and to receive any and all amounts then or during any default becoming, and at any time remaining, due for principal, interest or otherwise under any of the provisions of the Act or this 2025A Note Resolution or of the Notes and unpaid, with interest on overdue payments, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Notes, without prejudice to any other right or remedy of the Trustee or of the IBank, and to recover and enforce judgment or decree against the Authority for any portion of such amounts remaining unpaid, with interest, costs and expenses as aforesaid, and to collect in any manner provided by law, the moneys adjudged or decreed to be payable.

3. In any action, suit or other proceeding by the Trustee, the fees, counsel fees and expenses of the Trustee shall constitute taxable costs and disbursements, and all costs and disbursements, allowed by the court, shall be a first charge on the moneys, securities and funds pledged or held under this 2025A Note Resolution.

Section 6.07 Accounting and Examination of Records after Default. The Authority covenants with the Trustee that, if an Event of Default shall have happened and shall not have been remedied, (1) the books of record and account of the Authority and all records, relating to the Project shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys, and (2) the Authority, whenever the Trustee shall demand, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under this 2025A Note Resolution for such period as shall be stated in such demand.

Section 6.08 Restriction on IBank Action.

1. The IBank shall not have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this 2025A Note Resolution or for the execution of any trust hereunder or for any other remedy hereunder, unless: (i) (a) the IBank previously shall have given to the Authority and the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, (b) after the occurrence of such Event of Default, written request shall have been made of the Trustee to institute such suit, action or proceeding by the IBank and there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs and liabilities to be incurred therein or thereby, and (c) the Trustee shall have refused or neglected to comply with such request within a reasonable time; or (ii) (a) the IBank previously shall have obtained the written consent of the Trustee to the institution of such suit, action or proceeding, and (b) no such suit, action or proceeding is brought for the benefit of the IBank.

2. The IBank shall not have any right in any manner whatever by its action to affect, disturb or prejudice the pledge of any moneys, funds or securities hereunder, or, except in the manner and on the conditions provided in this Section 6.08, to enforce any right or duty hereunder.

Section 6.09 Application of Moneys after Default.

1. The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, upon demand of the Trustee, shall pay over to the Trustee: (i) forthwith, all moneys, securities and funds then held by the Authority in any Fund under this 2025A Note Resolution, and (ii) as promptly as practicable after receipt thereof, all Revenues sufficient to pay the obligations set forth in this Section 6.09.

2. During the continuance of the Event of Default, the Trustee shall apply such moneys, securities, funds and Revenues and the income therefrom as follows and in the following order:

(i) to the payment of the reasonable and proper charges, expenses and liabilities of the Trustee;

(ii) to the payment of the interest and principal then due on the Notes, as follows:

(a) unless the principal of all of the Notes shall have become or have been declared due and payable,

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Notes which shall have become due, whether at maturity and, if the amount available shall not be sufficient to pay in full all the Notes due on their due date, then to the payment thereof ratably, according to the amounts of principal due on such date, to the persons entitled thereto, without any discrimination or preference;

(b) if the principal of all of the Notes shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Notes without preference or priority of principal over interest or of interest over principal, or of any installments of interest over any other installment of interest, or of any Note over any other Note, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference.

3. If and whenever all overdue installments of interest on all Notes, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Authority under this 2025A Note Resolution, including the principal of and accrued unpaid interest on all Notes which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the Authority, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this 2025A Note Resolution or the Notes shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the Authority all moneys, securities, funds and Revenues then remaining unexpended in the hands of the Trustee (except moneys, securities, funds or Revenues, to be deposited or pledged, with the Trustee), and thereupon the Authority and the Trustee shall be restored, respectively, to their former positions and rights under this 2025A Note Resolution, and all Revenues shall thereafter be applied as provided in Article III. No such payment over to the Authority by the Trustee or resumption of the application of Revenues as provided in Article III shall extend to or affect any subsequent default under this 2025A Note Resolution or impair any right consequent thereon.

4. To the extent the Borough makes any payment(s) pursuant to the terms of the Service Agreement, which payment(s) is to be applied to the payment of principal of and/or interest on the Notes, all moneys which are received by the Trustee pursuant to the remedies provided under Article VI of this 2025A Note Resolution shall be deposited in the Debt Service Fund (after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and after payment of the fees, expenses, liabilities and advances which have been incurred or made by the Trustee, including legal fees), and all moneys which are on deposit in the various Funds established under this 2025A Note Resolution shall be applied, first, to reimburse the Borough for all payments made by it, of the principal of and interest on the Notes pursuant to its obligations hereunder.

Section 6.10 Remedies Not Exclusive. No remedy by the terms of this 2025A Note Resolution conferred upon or reserved to the Trustee (or to the IBank) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute, except as provided in subsection 1 of Section 6.04 and in Section 6.08 hereof.

Section 6.11 Control of Proceedings. In the case of an Event of Default described in Section 6.02 hereof, the IBank of a majority in principal amount of the Notes then Outstanding shall have the right, subject to the provisions of Section 6.08 hereof, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee; provided, however, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to Noteholders not parties to such direction.

Section 6.12 Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or of the IBank to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein, and every right, power and remedy given by this 2025A Note Resolution to them or any of them may be exercised from time to time and as often as may be deemed expedient by the Trustee or, in an appropriate case, by the IBank. In case the Trustee shall have proceeded to enforce any right under this 2025A Note Resolution, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority and the Trustee shall be restored to their former positions and rights hereunder with respect to all rights, remedies and powers of the Trustee, which shall continue as if no such proceedings had been taken.

Section 6.13 Right to Enforce Payment of Notes Unimpaired. Nothing contained in this Article VI shall affect or impair the right of the IBank to enforce the payment of the principal of and interest on the Notes, or the obligation of the Authority to pay the principal of and interest on each Note to the IBank thereof at the time and place expressed in said Note.

Section 6.14 Vesting in Trustee Powers of Statutory Trustee. The IBank shall be entitled to the benefits of Section 31 and Section 32 of the Act, except as hereinafter provided. Section 31 and Section 32 of the Act shall be fully applicable to the Notes except that the right or privilege of the IBank to appoint a trustee in the manner provided in Section 31 of the Act is hereby abrogated and the rights of the IBank with respect to the defaults and remedies contained in Section 31 and Section 32 of the Act to the extent the same are inconsistent with Article VI of this 2025A Note Resolution are hereby abrogated. The Authority shall not interpose, as a defense to any proceedings under Section 31 or Section 32 of the Act, failure of the IBank to appoint a trustee in the manner provided in Section 31 of the Act.

ARTICLE VII THE FIDUCIARIES

Section 7.01 Acceptance of Trust. The Trustee accepts and shall administer and execute the trusts hereby created, but only upon the additional terms set forth in this Article VII, to all of which the parties hereto and the IBank agree.

Section 7.02 Representations Not Made by Trustee. The recitals, statements and representations contained in this 2025A Note Resolution with respect to the Notes, except for the Trustee's authorization and delivery thereof, are made by the Authority and not by the Trustee, and the Trustee shall not be responsible for the correctness thereof.

Section 7.03 Certain Rights of the Trustee. The Trustee may execute any of the trusts or powers created hereby and perform the duties required by it, by or through agents and attorneys, and shall be entitled to conclusively rely on advice of counsel concerning its duties hereunder, and shall not be answerable for the default or misconduct of any such counsel or agent selected by it with reasonable care.

The Trustee may construe any provision of this 2025A Note Resolution that may be ambiguous or inconsistent with any other provision hereof, and any such construction made in good faith shall be binding upon others.

Notwithstanding anything contained herein to the contrary, the Trustee agrees to perform the trusts and duties provided for hereunder only upon and subject to the following expressed terms and conditions and no implied covenant or obligations shall be read into this 2025A Note Resolution:

1. The Trustee shall not be accountable for the use or application by the Authority of any of the Notes or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of this 2025A Note Resolution or for the use and application of money received by any paying agent.

2. The Trustee shall not be answerable for other than its negligence or willful misconduct in connection with the performance of its duties hereunder. The permissive right of the Trustee to do things enumerated in this 2025A Note Resolution shall not be construed as a duty hereunder.

The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Notes, except for any information provided by the Trustee, and shall have no responsibility for compliance with any state or federal securities laws in connection with the Notes or for compliance of the Notes with the requirements of the Internal Revenue Code and related regulations in connection with the issuance and maintenance of the Notes as obligations the interest on which is excluded from gross income for purposes of federal income tax purposes.

3. None of the provisions of this 2025A Note Resolution shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the

1. performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

2. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this 2025A Note Resolution and delivered using Electronic Means (as hereinafter defined); provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing designated persons with the authority to

provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling; provided that such understanding is reasonable in light of the Instructions given. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reasonable reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Authority agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Authority and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

3. The Trustee shall conclusively rely upon the investment directions of any authorized Authority Officer as to both the suitability and legality of any directed investment. The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use

1. commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

Section 7.04 Compensation for Services. The Authority shall pay to the Trustee reasonable compensation for all services rendered by it hereunder, which may be as set forth in a separate agreement or letter of agreement between the Authority and the Trustee, and also all of its reasonable expenses and charges and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts and the performance of its powers and duties hereunder.

Section 7.05 Indemnification. To the extent permitted by State law, the Authority shall indemnify and save the Trustee (including its officers, directors and employees) harmless against any losses, liabilities or expenses; including, without limitation, reasonable attorneys' fees, costs and expenses and the cost of defending any action, suit or proceeding or resisting any claim that it may incur in the performance of its powers and duties hereunder and not due to its negligence or willful misconduct; provided, however, that this agreement to indemnify the Trustee shall not constitute a waiver or forgiveness of any rights of action the Authority may have against any other party arising out of any acts of any such party that shall have required such indemnification to have been given or made. The Authority shall reimburse the Trustee for all advances made by the Trustee in accordance with any of the provisions of this 2025A Note Resolution. The indemnifications provided to the Trustee herein shall survive the payment in full of the 2025 Notes and the termination of this 2025A Note Resolution or the sooner resignation or removal of the Trustee.

Section 7.06 Certain Exculpatory Provisions. The Trustee shall be under no duty or obligation to:

(a) indemnify the Authority against losses suffered from any authorized investment of any of the moneys on deposit with it under this 2025A Note Resolution, it being responsible only for the safekeeping of such moneys and of the securities in which said moneys are invested and the collection of interest thereon; or

(b) effect or renew any policy of insurance if the Authority fails to effect or renew such insurance, nor shall the Trustee incur any liability for the failure of the Authority to effect or renew any insurance or to report any claims thereunder.

Section 7.07 Right of Trustee to Rely on Documents. The Trustee shall conclusively rely upon and be fully protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect to any action taken or suffered by it hereunder in good faith and in accordance therewith. The Trustee shall not be bound to recognize any person as the owner of a Note unless and until such Note is submitted for inspection, if required, and such person's title thereto is satisfactorily established, if disputed. Whenever in the administration of the trusts imposed upon it by this 2025A Note Resolution the Trustee shall deem it necessary or prescribe that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement of the Authority, and such statement shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this 2025A Note Resolution in reliance upon such statement, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

Section 7.08 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this 2025A Note Resolution shall be retained in its possession and shall be subject at all reasonable times during the normal business hours of the Trustee to the inspection of the Authority and the IBank, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions. The Trustee will agree to keep books and records as shall be consistent with prudent industry practice.

Section 7.09 Notice of Default; Right to Investigate. Except upon the failure of the Authority to pay debt service to the Trustee on a full and timely basis, the Trustee shall not be required to take notice or be deemed to have knowledge of the occurrence or continuation of any Event of Default by the Authority unless and until specifically notified in writing of such default by the Authority or by the IBank.

The Trustee may at any time in its discretion require of the Authority full information as to the performance of any of the covenants, conditions and agreements herein and may make or cause to be made independent investigations, at the sole expense of the Authority, concerning the Project and the affairs of the Authority insofar as they are related thereto.

Section 7.10 Resignation. The Trustee may resign and be discharged of the trusts hereunder by executing an instrument in writing assigning such trusts, specifying the date when such resignation shall take effect, subject to the appointment of a successor, filing the same with the Secretary of the Authority not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect. Written notice thereof shall also contemporaneously be mailed, postage prepaid, to the IBank. Such resignation shall take effect on the date specified in such notice or upon any earlier appointment of a successor Trustee as hereinafter provided; provided, however, that no such resignation shall in any event be effective until a successor Trustee shall have agreed to serve as such pursuant to Section 7.12 hereof, or pursuant to a court order as provided in Section 7.12 hereof.

Section 7.11 Removal. The Trustee may be removed at any time by an instrument in writing duly executed by an Authority Officer and filed with the Trustee and Authority.

Section 7.12 Vacancy in Office; Appointment of Successor. If the Trustee shall be dissolved, or if its property or affairs shall be taken under the control of any State or federal court or administrative body, a vacancy shall forthwith and ipso facto exist in the office of Trustee, and a successor may be appointed by the IBank by an instrument in writing executed by and on behalf of the IBank and filed with the Authority. Copies of each instrument shall be promptly delivered by the Authority to the predecessor Trustee and to the Trustee so appointed.

Until a successor Trustee shall be appointed by the IBank as herein authorized, the Authority, by an instrument in writing, shall appoint a Trustee to fill such vacancy. After an appointment by the Authority, it shall cause notice of such appointment to be sent to the IBank. Any new Trustee so

appointed by the Authority shall immediately and without further fact be superseded by a Trustee appointed by the IBank in the manner above provided.

If the Trustee shall no longer be serving as such pursuant to the operation of this Section 7.12 and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 7.12 and prior to the date specified, the resigning Trustee may forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such court may thereupon, after such notice (if any shall be required by it as it may deem appropriate) has been given, appoint a successor Trustee as it may deem proper.

Each successor Trustee appointed pursuant to this Article VII shall be an incorporated bank or trust company in good standing, organized or authorized to transact business under the laws of the United States or of the State, be authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by a federal or state authority. The successor Trustee must also have combined capital, surplus and undivided profits of at least \$50,000,000.

Section 7.13 Acceptance of Trust by Successor Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority an instrument accepting such appointment and certifying that it is eligible to serve as successor Trustee under this Series 2025A Note Resolution, and thereupon, without any further act, deed or conveyance shall become fully vested with all the estates, property, rights, powers, trusts duties and obligations of its predecessor in the trust with like effect as if originally named Trustee herein. Upon the reasonable written request of such successor Trustee, the predecessor Trustee and the Authority shall execute and deliver an instrument transferring to such successor Trustee all the estate, property, rights, powers and trusts hereunder of the predecessor Trustee, and the predecessor Trustee shall pay over to the successor Trustee all moneys at the time held by it hereunder.

Section 7.14 Successor Corporation as Trustee. Any corporation into which a Trustee hereunder may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee hereunder shall be a party, shall be the Trustee under this 2025A Note Resolution without the execution or filing of any paper or any further act on the part of the parties, hereto, anything herein to the contrary notwithstanding.

Section 7.15 Funds Held in Trust. All moneys held by any Fiduciary, as such, at any time pursuant to the terms of this 2025A Note Resolution shall be and hereby are assigned, transferred and set over unto such Fiduciary in trust for the purposes and under the terms and conditions of this 2025A Note Resolution.

Section 7.16 Adoption of Authentication. In case any of the Notes contemplated to be issued under this 2025A Note Resolution shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Notes and deliver such Notes so authenticated, and in case any of said Notes shall have not been authenticated, any successor Trustee may authenticate such Notes in the name of the predecessor Trustee or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere provided in said Notes or in this 2025A Note Resolution that the certificate of the Trustee shall have.

ARTICLE VIII TAX MATTERS

Section 8.01 Tax Covenants. The Authority hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the Notes to be included in the gross income of the owners thereof for federal income tax purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 8.02 Additional Tax Covenants. The Authority hereby covenants as follows: (i) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code; and (ii) it shall pay, or cause to be paid, to the United States Treasury in the manner and at the time prescribed in Regulations §§1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes, an amount equal to the rebatable arbitrage earned by investing proceeds of the Notes.

ARTICLE IX MISCELLANEOUS

Section 9.01 Evidence of Signatures of IBank and Ownership of Notes. Any request, consent, revocation of consent or other instrument which this 2025A Note Resolution may require or permit to be signed and executed by the IBank may be in one (1) or more instruments of similar tenor, and shall be signed or executed by an authorized officer of the IBank. The authority of a

person or persons to execute any such instrument on behalf of the IBank may be established without further proof if such instrument is signed by a person purporting to be an authorized officer of the IBank with a corporate seal affixed, and is attested by a person purporting to be its secretary or assistant secretary.

Section 9.02 Moneys held for Particular Notes. The amounts held by any Fiduciary for the payment of the interest or principal due on their due date with respect to the Notes shall, pending such payment, be set aside and held in trust by it for the IBank, and for the purposes of this 2025A Note Resolution such interest or principal after the due date thereof, shall no longer be considered to be unpaid.

Section 9.03 Cancellation of Notes. All Notes purchased, redeemed or paid by the Authority or by any Fiduciary, as such, shall be cancelled by it and delivered to the Trustee. All such Notes and all other Notes cancelled by any Fiduciary and delivered to the Trustee pursuant to this 2025A Note Resolution may be destroyed by the Trustee and a certificate thereof delivered to the Authority as requested in writing by the Authority. No Notes cancelled as aforesaid shall be deemed Outstanding under this 2025A Note Resolution and no Notes shall be issued in lieu thereof.

Section 9.04 Preservation and Inspection of Documents. All reports, certificates, statements, and other documents received by a Fiduciary under the provisions of this 2025A Note Resolution shall be retained in its possession and shall be available at all reasonable times during the normal business hours of the Trustee to the inspection of the Authority, and any other Fiduciary or the IBank, and their agents and their representatives, any of whom may make copies thereof, but any such reports, certificates, statements or other documents may at the election of such Fiduciary, be destroyed or otherwise disposed of at any time six (6) years after such date as the pledge of the Revenues created by this 2025A Note Resolution shall be discharged.

Section 9.05 Form of Notes. The Notes shall be substantially in the form attached hereto as Exhibit "A" with such changes, insertions, opinions or variations as counsel or bond counsel to the Authority may advise, and the Chairperson or Vice Chairperson of the Authority shall approve, such approval to be conclusively evidenced by the executed Note or Notes by the Chairperson or Vice Chairperson of the Authority.

Section 9.06 Defeasance.

1. If the Authority shall pay or cause to be paid to the IBank, the principal of and interest, if any, to become due thereon, at the times and in the manner stipulated therein and in this 2025A Note Resolution, then, at the option of the Authority expressed in a certificate signed by an Authority Officer delivered to the Trustee, the pledge of the Revenues and other moneys, securities and funds hereby pledged and the covenants, agreements and other obligations of the Authority to the IBank hereunder shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Authority expressed in a certificate signed by an Authority Officer delivered to the Trustee, execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciary shall pay over or deliver to the Authority all money or securities held by them pursuant to this 2025A Note Resolution which are not required for the payment of Notes not theretofore surrendered for such payment.

2. Any Notes appertaining thereto for the payment of which moneys shall have been deposited with the Trustee by or on behalf of the Authority, whether at or prior to the maturity date of the Notes, shall be deemed to have been paid within the meaning of this Section 9.06. No moneys so deposited with the Trustee shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of the Notes for the payment of which they were deposited and the interest accrued thereon to the date of maturity, excepting only that: (a) any money so held by the Trustee for the payment to the IBank of any particular Notes of principal of, or interest on, such Notes shall be invested by the Trustee, upon receipt of a copy of a resolution of the Authority, certified by the Secretary, authorizing such investment, in such Investment Obligations as the Authority may approve, provided that a principal amount of such Investment Obligations at least equal to the amount of money required for the payment on any future date of the interest on or principal of such Notes shall mature on or before said future date, and (b) all interest on all such investments shall be paid over to the Authority as received by the Trustee, free and clear of any trust, lien or pledge.

3. As an alternative cumulative to and not excluding the provisions of subsection 2 of this Section 9.06, any Notes or interest installments appertaining thereto, whether at or prior to the maturity of such Notes, shall be deemed to have been paid within the meaning of this Section 9.06 if there shall have been deposited with the Trustee by or on behalf of the Authority either moneys in an amount which shall be sufficient, or Investment Obligations the principal of and the interest

on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal and interest due and to become due on said Notes on and prior to the maturity dates thereof. Neither the Investment Obligations or any moneys so deposited with the Trustee nor any moneys received by the Trustee on account of principal of or interest on said Investment Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of the Notes for the payments of which they were deposited and the interest accrued thereon to the date of maturity. In determining the sufficiency of the moneys and/or Investment Obligations deposited pursuant to this subsection (3) of this Section 9.6, the Trustee shall be entitled to receive, at the expense of the Authority, and shall conclusively rely on a verification report of a firm of nationally recognized independent certified public accountants.

4. If, through the deposit of moneys by the Authority with the Trustee or otherwise, the Fiduciaries shall hold, pursuant to this 2025A Note Resolution, moneys sufficient to pay the principal of and interest to maturity on the Notes, then at the request of the Authority expressed in a certificate of an Authority Officer delivered to the Trustee, all such moneys so held and, together with other moneys held by it hereunder, shall be held by the Trustee for the payment of the Notes.

5. Anything in this 2025A Note Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of the Notes which remain unclaimed for six (6) years after the date when such Notes have become due and payable, if such moneys were held by the Fiduciary at said date, or for six (6) years after the date of deposit of such moneys if deposited with the Fiduciary after said date when such Notes become due and payable, shall, at the written request of the Authority expressed in a certificate of an Authority Officer delivered to the Trustee be repaid by the Fiduciary to the Authority as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the IBank shall look only to the Authority for the payment thereof; provided, however, that before being required to make any such payment to the Authority, the Fiduciary shall, at the expense of the Authority, cause to be published at least twice, at an interval of not less than seven (7) days between publications, in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

6. For the purposes of this Section 9.06, Investment Obligations shall mean only such obligations as are described in clauses (a) and (b) of the definition of "Investment Obligations" provided in Section 1.02 hereof and such obligations shall not be subject to redemption prior to their maturity other than at the option of the IBank.

Section 9.07 No Personal Liability on the Notes. Neither the members of the Authority nor any person executing the Notes shall be personally liable on the Notes by reason of execution or issuance thereof. As an explicit and material portion of the consideration for the adoption of this 2025A Note Resolution and the issuance of the Notes, no member, officer or employee of the Authority shall be personally liable for the indebtedness evidenced by the Notes or pursuant to any claim thereon or alleged to arise from this 2025A Note Resolution.

Section 9.08 Acts of Officers. The Chairperson, Vice Chairperson, Secretary, Treasurer and Executive Director of the Authority are hereby jointly and severally authorized and directed to do and perform all things and execute all documents, instruments and certifications in the name of the Authority and to make all payments necessary or, in their opinion, advisable, to enable the Authority to carry out its obligations under the terms of this 2025A Note Resolution.

Section 9.09 Severability of Invalid Provisions. If any one or more of the provisions, covenants or agreements in this 2025A Note Resolution on the part of the Authority or the Trustee to be performed should be finally determined to be contrary to law, such provision or provisions, covenant or covenants, agreement or agreements, shall be deemed severable from the remaining provisions, covenants and agreements, and shall in no way affect the validity of the other provisions hereof or of any of the Notes.

Section 9.10 Ratification of Actions Taken; Further Actions Authorized. All actions heretofore taken and documents prepared or executed by or on behalf of the Authority by its members, Executive Director, other Authority officials and by the Authority's professional advisors, in connection with the issuance of the Notes are hereby ratified, confirmed, approved and adopted. Such members and officials are hereby jointly and severally authorized and directed to determine all matters and execute all documents and instruments in connection with the issuance of the Notes not determined or otherwise directed to be executed by the Act or this 2025A Note Resolution, and the signatures of such members and officials on any such documents or instrument shall be conclusive as to such determinations.

Section 9.11 Inconsistent Legislation Rescinded. All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

Section 9.12 Successors and Assigns. Whenever in this 2025A Note Resolution the Authority is named or referred to, it shall be deemed to include its successors and assigns. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the Authority contained in this 2025A Note Resolution shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agency or instrumentality to whom or to which there shall be transferred by or in accordance with law, or who or which is empowered to exercise or perform, any right, power or duty of the Authority, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with or perform any of the covenants, stipulations, obligations, agreements or other provisions of this 2025A Note Resolution.

Section 9.13 Parties Interested Herein. Nothing in this 2025A Note Resolution, expressed or implied, is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Authority, the Trustee and the IBank, any right, remedy or claim under or by reason of this 2025A Note Resolution or any covenant, condition or stipulation hereof or thereof. All the covenants, stipulations, promises and agreements in this 2025A Note Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the holders of the Notes.

Section 9.14 Notice of Adoption of 2025A Note Resolution. A copy of this 2025A Note Resolution shall be filed for public inspection in the office of the Authority and in the office of the Clerk of the Borough.

Section 9.15 Local Finance Approval. The effectiveness of this 2025A Note Resolution shall be dependent upon approval of the issuance of the Notes by the Local Finance Board in the New Jersey Department of Consumer Affairs, Division of Local Government Services ("LFB"). If the LFB affirmatively declines to grant approval for the Notes, this 2025A Note Resolution shall be of no further force and effect.

Section 9.16 Governing Law. This 2025A Note Resolution shall be governed by the laws of the State of New Jersey, without regard to conflict of law principles.

Section 9.17 Effective Date. This 2025A Note Resolution shall be effective for all purposes in accordance with the Act.

**WATER
RESOLUTION # 25-053**

BE IT RESOLVED BY THE PINE HILL BOROUGH MUNICIPAL AUTHORITY that the following accounts be adjusted for billing:

2749000-0	1300 Cedar Dr	Service Line Leak	Res done for 15T (104.40)
2455000-0	19 Kirk Lane	Leaky Meter	Res done for 5T (34.80)
1606000-0	112 E 7 th Ave	Service Line Leak	Res done for 8T (55.68)

I hereby certify that the following is a true and exact copy of the resolution passed at a meeting held July 16, 2025.

Payment of Bills
Revenue Resolution ~~# 25-053~~ **# 25-054**

BE IT RESOLVED by the PINE HILL BORO MUNICIPAL UTILITIES AUTHORITY, that the following amounts are hereby approved and authorized for payment out of the Revenue Fund.

Water Fund	\$50,951.01
Renewal & Replacement	\$6,280.00
Sewer Fund	\$14,323.60
Sewer General	

Total Funds Approved \$71,554.61

BE IT FURTHER RESOLVED that a check or checks of the Authority drawn on the William Penn Bank, payable to the parties claiming payment in the amounts due on said requisitions be executed in the name of the Authority by its Chairman or Vice-Chairman and its Secretary.

Passed Pine Hill Boro Municipal Utilities Authority this
16TH day of July 2025.

Motion to approve Resolution 25-046
Ayes: Mr. Odrenath, Mr. Green, Mr. Knott, Mr. Ford Mr. Harris
Nayes: None
Motion to approve Resolution 25-052
Ayes: Mr. Odrenath, Mr. Green, Mr. Knott, Mr. Ford Mr. Harris
Nayes: None

Mr. Green made a motion to approve above resolutions #25-047,48,49,50,51,53 and 54 and reports,
seconded by Mr. Ford
Ayes: Mr. Odenath, Mr. Knott, Mr. Ford, Mr. Harris
Nayes: None
Motion to adjourn meeting by Mr. Knott, seconded by Mr. Ford. All in favor.
Adjournment: 7:18 pm

7/16/25

Governing Body Recorded Vote - Resolution # 25-048 - 054				
Member	Aye	Nay	Abstain	Absent
John Odenath	✓			
Thomas Knott	✓			
Christopher Green	✓			
Thomas Hassett				✓
Scott Ford	✓			

Mr. Harris

✓