

**SUPPLEMENT DATED MARCH 10, 2020**

**TO**

**PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY 28, 2020**

**relating to**

**\$19,020,000\***

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**

**(Camden County, New Jersey)**

**TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS  
(CROSSROADS REDEVELOPMENT PROJECT), SERIES 2020**

The purpose of this Supplement is to amend and supplement certain information contained in the Preliminary Official Statement dated February 28, 2020 (the "Preliminary Official Statement") relating to the above-referenced Bonds ("Bonds"). **This Supplement should be read in conjunction with the Preliminary Official Statement.** Terms used in this Supplement have the same meaning as in the Preliminary Official Statement, unless specifically otherwise defined herein.

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The Preliminary Official Statement is hereby amended by adding a new section immediately following the section titled "UNDERWRITING" as follows:

**RECENT HEALTHCARE DEVELOPMENTS**

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, was first detected in China and has since spread to other countries, including the United States (and to the County). While the effects of COVID-19 may be temporary, the outbreak of the disease has affected travel, commerce and financial markets globally and may affect economic growth worldwide. While any direct impact of COVID-19 on the County, or the Series 2020 Bonds, is currently uncertain, the County is monitoring the spread and effects of COVID-19, and is working with other appropriate governmental agencies at all levels in this regard.

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*This Supplement is submitted in connection with the offering and sale of the Bonds referred to herein and should be read in conjunction with the information set forth in the Preliminary Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. All other provisions of the Preliminary Official Statement not amended hereby remain unchanged. This Supplement is not to be construed as a contract or agreement between the Authority or the County and the purchasers of any of the Bonds. The delivery of this Supplement has been duly authorized by the Authority and the County.*

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**

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\* Preliminary, subject to change.

**PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY 28, 2020**

In the opinion of Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel ("Bond Counsel") to the Authority (as hereinafter defined), interest on the Series 2020 Bonds (as hereinafter defined) is not excluded from gross income for federal income tax purposes under current law. Interest on the Series 2020 Bonds and any gain from the sale thereof are not included in the gross income of the owners thereof under the New Jersey Gross Income Tax Act, as presently enacted and construed.

**\$19,020,000\***

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**  
**(Camden County, New Jersey)**  
**TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS**  
**(CROSSROADS REDEVELOPMENT PROJECT), SERIES 2020**

**Dated: Date of Delivery****Due: As Shown on Inside Front Cover**

The \$19,020,000\* aggregate principal amount of Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2020 (the "Series 2020 Bonds") are being issued by The Camden County Improvement Authority (the "Authority"), a political subdivision and public body corporate and politic of the State of New Jersey (the "State"), pursuant to: (i) the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, and the acts amendatory thereof and supplemental thereto (the "Act"); (ii) a bond resolution of the Authority duly adopted on May 15, 2014, as amended and supplemented to date (as amended and supplemented, the "Original Bond Resolution"), and as further amended and supplemented by a supplemental bond resolution adopted on October 10, 2019 (the "First Supplemental Bond Resolution"); and (iii) an Award Certificate executed by the Interim Executive Director of the Authority in accordance with the terms of the First Supplemental Bond Resolution (the "Award Certificate"); together with the Original Bond Resolution and the First Supplemental Bond Resolution, the "2020 Bond Resolution") authorizing the execution thereof and of a bond purchase contract.

The Series 2020 Bonds will be issued in fully registered form and, when issued, will be registered in the name of and held by Cede & Co., as nominee of The Depository Trust Company ("DTC"), an automated depository for securities and a clearinghouse for securities transactions. Individual purchases of the Series 2020 Bonds will be made in book-entry form (without certificates) in denominations of \$5,000 or any integral multiple thereof. The principal of the Series 2020 Bonds is payable on their respective maturity dates, in the respective years and in the respective amounts set forth on the inside front cover page hereof. Interest on the Series 2020 Bonds is payable semi-annually on January 15 and July 15 of each year, commencing July 15, 2020, until maturity or earlier redemption thereof at the respective rates set forth on the inside front cover page hereof. The principal or Redemption Price (as hereinafter defined) of the Series 2020 Bonds will be payable upon presentation and surrender thereof at the principal corporate trust office of The Bank of New York Mellon, Woodland Park, New Jersey (the "Trustee," "Paying Agent" and "Registrar").

So long as Cede & Co. is the registered owner of the Series 2020 Bonds, payments of principal or Redemption Price of and interest on the Series 2020 Bonds will be made directly to DTC or its nominee, Cede & Co., which will remit such payments to the DTC Participants (as hereinafter defined) which will, in turn, remit such payments to the Beneficial Owners (as hereinafter defined) of the Series 2020 Bonds. Purchasers will not receive certificates representing their beneficial ownership interest in the Series 2020 Bonds purchased. For so long as any purchaser is a Beneficial Owner of a Series 2020 Bond, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal or Redemption Price of and interest on such Series 2020 Bond.

The proceeds of the Series 2020 Bonds will be loaned by the Authority to the County of Camden, New Jersey (the "County") pursuant to and in accordance with that certain Loan and Security Agreement, dated as of July 1, 2014 (the "Original Loan Agreement"), as amended and supplemented by the First Amendment to Loan Agreement, to be dated as of March 1, 2020 (the "First Amendment to Loan Agreement", together with the Original Loan Agreement, as further amended and supplemented from time to time shall be referred to herein, collectively, as the "Loan Agreement"), and will thereafter be used by the County for the purpose of (a) advance refunding all or a portion of the \$17,410,000 outstanding aggregate principal amount of the Authority's Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014 maturing on July 15 in each of the years 2028, 2034 and 2037, inclusive on July 15, 2024, and (b) paying the costs of issuing the Series 2020 Bonds. The proceeds of the Refunded Bonds were used by the County to permanently finance the costs incurred by and on behalf of the County in connection with a redevelopment project located in the Township of Pennsauken in the County originally known as the "Crossroads Redevelopment Project". Pursuant to the Loan Agreement, the County will pay to the Authority (by and through the Trustee) an aggregate amount equal to principal or Redemption Price of, redemption premium, if any, and interest on the Series 2020 Bonds and, as applicable, Additional Loan Payments (as defined in the Loan Agreement) (collectively, the "Loan Payments") as the same become due and payable.

**The Series 2020 Bonds are direct, limited and special obligations of the Authority payable solely from the Revenues (as defined in the 2020 Bond Resolution) and secured by the Pledged Property (as defined in the 2020 Bond Resolution). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS" herein. The Revenues include, among other things, the Loan Payments to be made by the County under the Loan Agreement. The Loan Agreement is a valid and enforceable full faith and credit general obligation of the County and, unless paid from other sources, is payable from the levy of ad valorem taxes upon all taxable property within the jurisdiction of the County without limitation as to rate or amount. The Series 2020 Bonds are also secured by the provisions of a Guaranty of the County (the "County Guaranty"), pursuant to which the County has unconditionally guaranteed the payment, when due, of the principal of and interest on the Series 2020 Bonds and will be unconditionally and irrevocably obligated to levy ad valorem taxes upon all taxable property within the jurisdiction of the County for the payment, when due, of the principal of and interest on the Series 2020 Bonds without limitation as to rate or amount when required under the provisions of applicable law and the County Guaranty.**

The Series 2020 Bonds are subject to optional redemption prior to maturity.

THE SERIES 2020 BONDS ARE NOT AND SHALL NOT BE IN ANY WAY A DEBT OR LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE AUTHORITY, TO THE EXTENT OF THE PLEDGED PROPERTY, AND THE COUNTY, TO THE EXTENT OF ITS LOAN PAYMENTS AND THE COUNTY GUARANTY), AND DO NOT AND SHALL NOT CREATE OR CONSTITUTE ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF SAID STATE OR ANY SUCH SUBDIVISION THEREOF (EXCEPT THE AUTHORITY, TO THE EXTENT OF THE PLEDGED PROPERTY, AND THE COUNTY, TO THE EXTENT OF ITS LOAN PAYMENTS AND THE COUNTY GUARANTY) EITHER LEGAL, MORAL OR OTHERWISE. THE AUTHORITY HAS NO TAXING POWER.

This cover page contains certain information for quick reference only. It is *not* a summary of the issue. Investors must read the entire Official Statement to obtain information essential to their making an informed investment decision.

The Series 2020 Bonds are offered when, as and if issued by the Authority, subject to the approval of certain legal matters, by Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel to the Authority, and certain other conditions. Certain matters will be passed upon for the Authority by its counsel, Maressa Patterson LLC, Berlin, New Jersey; for the County by the Office of the County Counsel of the County and by Bond Counsel to the County, McCarter & English, LLP, Newark, New Jersey; and for the Underwriter by its counsel, Stradley Ronon Stevens & Young, LLP, Philadelphia, Pennsylvania. Acacia Financial Group, Inc., Mount Laurel, New Jersey has acted as Financial Advisor to the Authority in connection with the issuance of the Series 2020 Bonds. It is expected that the Series 2020 Bonds will be available for delivery through the facilities of DTC in Jersey City, New Jersey on or about March \_\_\_\_, 2020.

**CITIGROUP**

Dated: \_\_\_\_\_, 2020

\*Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to change, completion, and amendment without notice. The Series 2020 Bonds may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2020 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The Authority has deemed this Preliminary Official Statement to be final for purposes of Rule 15c3-1(b)(1) of the Securities and Exchange Commission, except for certain information which has been omitted in accordance with such Rule and which will be provided in the final Official Statement.

**\$19,020,000\***  
**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**  
**(Camden County, New Jersey)**  
**TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS**  
**(CROSSROADS REDEVELOPMENT PROJECT), SERIES 2020**

**MATURITY SCHEDULE**

<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No. **</u>
July 15, 2020	\$155,000	%	%	
July 15, 2021	235,000			
July 15, 2022	235,000			
July 15, 2023	240,000			
July 15, 2024	245,000			
July 15, 2025	245,000			
July 15, 2026	1,320,000			
July 15, 2027	1,340,000			
July 15, 2028	1,360,000			
July 15, 2029	1,390,000			
July 15, 2030	1,420,000			
July 15, 2031	1,445,000			
July 15, 2032	1,475,000			
July 15, 2033	1,510,000			
July 15, 2034	1,545,000			
July 15, 2035	1,580,000			
July 15, 2036	1,620,000			
July 15, 2037	1,660,000			

\* Preliminary, subject to change.

\*\* A registered trademark of the American Bankers Association. CUSIP data herein is provided by S&P Global Markets Intelligence. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Series 2020 Bonds and the Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity of the Series 2020 Bonds is subject to being changed after the issuance of the Series 2020 Bonds as a result of procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2020 Bonds.

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**

Voorhees Town Center  
2220 Voorhees Town Center  
Voorhees, New Jersey 08043

**AUTHORITY MEMBERS**

William R. Hosey .....Chairman  
Linda M. Rohrer ..... Vice Chairperson  
Joseph P. Schooley.....Member  
William W. Spearman.....Member  
Reginald C. Stevenson .....Member

**INTERIM EXECUTIVE DIRECTOR**

Christopher A. Orlando

**GENERAL COUNSEL**

Maressa Patterson LLC  
Berlin, New Jersey

**BOND COUNSEL**

Parker McCay P.A.  
Mount Laurel, New Jersey

**FINANCIAL ADVISOR**

Acacia Financial Group, Inc.  
Mount Laurel, New Jersey

**BOND TRUSTEE, REGISTRAR AND PAYING AGENT**

The Bank of New York Mellon  
Woodland Park, New Jersey

**COUNTY OF CAMDEN, NEW JERSEY**

Courthouse  
520 Market Street  
Camden, New Jersey 08102

**BOARD OF CHOSEN FREEHOLDERS**

Louis Cappelli, Jr. .... Director  
Edward T. McDonnell..... Deputy Director  
Barbara Holcomb ..... Freeholder  
Melinda Kane ..... Freeholder  
Jeffrey L. Nash ..... Freeholder  
Carmen G. Rodriguez ..... Freeholder  
Jonathan L. Young, Sr. .... Freeholder

**CLERK OF THE BOARD OF CHOSEN FREEHOLDERS**

Karyn Gilmore

**COUNTY ADMINISTRATIVE OFFICERS**

Ross Angilella ..... Administrator  
David McPeak ..... Chief Financial Officer  
Christopher A. Orlando, Esquire..... County Counsel

**COUNTY BOND COUNSEL**

McCarter & English, LLP  
Newark, New Jersey

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2020 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME WITHOUT PRIOR NOTICE.

The information which is set forth herein has been provided by The Camden County Improvement Authority (the "Authority"), the County of Camden, New Jersey (the "County"), The Depository Trust Company ("DTC") and by other sources which are believed to be reliable by the Authority, but the information provided by such sources is not guaranteed as to accuracy or completeness by the Authority. Certain general and financial information concerning the County is contained in Appendices "A" and "B" to this Official Statement. Such information has been furnished by the County. The Authority has not confirmed the accuracy or completeness of such information (except in those limited instances in which the Authority has provided information to the County, which the County has included in Appendix "A") and the Authority disclaims any responsibility for the accuracy or completeness thereof (except in those limited instances in which the Authority has provided information to the County, which the County has included in Appendix "A").

The Underwriter has reviewed this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Where the Constitution or statutes of the State of New Jersey are referred to, reference should be made to such Constitution or statutes for a complete statement of the matters referred to therein. This Official Statement is submitted in connection with the sale of the Series 2020 Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

No dealer, broker, salesman or any other person has been authorized by the Authority to give any information or to make any representations other than those contained in this Official Statement in connection with the offering of the Series 2020 Bonds; and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2020 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the County since the date hereof.

THE SERIES 2020 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR HAS THE 2020 BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2020 BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE SERIES 2020 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE

STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2020 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT.

The order and placement of materials in this Official Statement, including the Appendices, are not deemed to be a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety.

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# OFFICIAL STATEMENT

Relating to

**\$19,020,000\***

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY  
(Camden County, New Jersey)  
TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS  
(Crossroads Redevelopment Project), SERIES 2020**

## INTRODUCTION

This Official Statement, which includes the cover page hereof and the Appendices attached hereto, is furnished by The Camden County Improvement Authority (the “Authority”), a political subdivision and public body corporate and politic of the State of New Jersey (the “State”), to provide certain information relating to: (i) the Authority; (ii) the County of Camden, New Jersey (the “County”); and (iii) the \$19,020,000\* aggregate principal amount of Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2020 (the “Series 2020 Bonds”).

Capitalized words and terms which are used herein which are not ordinarily capitalized and which are not otherwise defined herein shall have the meanings which are assigned to such words and terms in the 2020 Bond Resolution (as hereinafter defined) or the Loan Agreement (as hereinafter defined), as the case may be, copies or forms of which, as applicable, are included in Appendix “C” hereto.

The Series 2020 Bonds are issued pursuant to: (i) the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto (the “Act”); (ii) a bond resolution of the Authority duly adopted on May 15, 2014, as amended and supplemented to date (as amended and supplemented, the “Original Bond Resolution”), and as further amended and supplemented by a supplemental bond resolution adopted on October 10, 2019 (the “First Supplemental Bond Resolution”); and (iii) an Award Certificate executed by the Interim Executive Director of the Authority in accordance with the terms of the First Supplemental Bond Resolution (the “Award Certificate”; together with the Original Bond Resolution and the First Supplemental Bond Resolution, the “2020 Bond Resolution”) authorizing the execution thereof and of a bond purchase contract.

The Series 2020 Bonds are being issued by the Authority to provide funds which will be used for the purpose of: (i) advance refunding all or a portion of the \$17,410,000 aggregate principal amount of the Authority’s outstanding Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014 maturing on July 15 in each of the years 2028, 2034 and 2037 (collectively, the “Refunded Bonds”) on July 15, 2024 (the purpose described in clause (i) is hereinafter referred to, collectively, as the “2020 Refunding Program”); and (ii) paying costs and expenses incurred by the Authority and the County in connection with the issuance of the Series 2020 Bonds (collectively, the “2020 Project”). The Bank of New York Mellon, Woodland Park, New Jersey, has been appointed by the Authority pursuant to the 2020 Bond Resolution to serve as trustee, paying agent and registrar (the “Trustee,” “Paying Agent” and “Registrar”) for the Series 2020 Bonds.

The proceeds of the Refunded Bonds were used by the County to permanently finance the costs incurred by and on behalf of the County in connection with a redevelopment project located in the

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\* Preliminary, subject to change.

Township of Pennsauken in the County originally known as the “Crossroads Redevelopment Project” as further described herein under the heading “PURPOSE OF THE SERIES 2020 BOND ISSUE – Crossroads Redevelopment Project”.

In connection with the issuance of the Series 2020 Bonds, the Authority and the County will enter into a First Amendment to Loan Agreement, to be dated as of March 1, 2020 (the “First Amendment to Loan Agreement”), amending and supplementing that certain Loan and Security Agreement, dated as of July 1, 2014 (the “Original Loan Agreement”, together with the First Amendment to Loan Agreement and as further amended and supplemented from time to time shall be referred to herein, collectively, as the “Loan Agreement”), pursuant to which: (i) the Authority will lend to the County the proceeds of the Series 2020 Bonds which will be used for the purpose of paying the costs of the 2020 Project; and (ii) the County will pay to the Authority (by and through the Trustee) an aggregate amount equal to principal or Redemption Price of, redemption premium, if any, and interest on the Series 2020 Bonds and, as applicable, Additional Loan Payments (as defined in the Loan Agreement) (collectively, the “Loan Payments”) as the same become due and payable.

The Series 2020 Bonds are direct, limited and special obligations of the Authority payable solely from the Revenues and secured by the Pledged Property (as such terms are described herein under the heading “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS - General”). The Revenues include, among other things, the Loan Payments to be made by the County under the Loan Agreement. The Board of Chosen Freeholders of the County (the “Board”) has, by resolution duly and finally adopted on October 17, 2019 (the “County Resolution”) in accordance with the procedures outlined in the Local Bond Law, constituting Chapter 169 of the Pamphlet Laws of 1960 of the State, as amended and supplemented (*N.J.S.A. 40A:2-1 et seq.*) (the “Local Bond Law”), authorized the execution and performance on behalf of the County of the Loan Agreement and the pledge of the County’s full faith and credit to the payment of the County’s Loan Payment obligations under the Loan Agreement. The County’s Loan Payment obligations under the Loan Agreement are enforceable regardless of whether Loan Payments are budgeted for by the County.

The Series 2020 Bonds are also secured by the provisions of the County Guaranty (as hereinafter defined), pursuant to which the County has unconditionally and irrevocably guaranteed the payment, when due, of the principal of and interest on the Series 2020 Bonds. The County, upon endorsement of the Series 2020 Bonds by the Freeholder-Director of the Board, will be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all taxable property within the jurisdiction of the County without limitation as to rate or amount when required under the provisions of applicable law and the County Guaranty for the payment, when due, of the principal of and interest on the Series 2020 Bonds.

Copies of the 2020 Bond Resolution, the Loan Agreement and the County Guaranty are on file at the offices of the Authority in Voorhees, New Jersey and at the principal corporate trust office of the Trustee in Cherry Hill, New Jersey, and reference is made to such documents for the provisions relating to, among other things, the terms of and the security for the Series 2020 Bonds, the custody and application of the proceeds of the Series 2020 Bonds, the rights and remedies of the Holders of the Series 2020 Bonds, and the rights, duties and obligations of the Authority, the County and the Trustee.

There follows in this Official Statement brief descriptions of the Series 2020 Bonds, the 2020 Bond Resolution, the Loan Agreement, the County Guaranty, the Authority and the 2020 Refunding Program. A brief description of the County and an excerpt of the Report of Audit of Financial Statements of the County are attached to this Official Statement as Appendices “A” and “B,” respectively. The

Authority has not confirmed the accuracy or completeness of such information (except in those limited instances in which the Authority has provided information to the County, which information the County has included in Appendix “A”), and the Authority disclaims any responsibility for the accuracy or completeness thereof (except in those limited instances in which the Authority has provided information to the County, which the County has included in Appendix “A”).

The summaries of and references to all documents, statutes, reports and other instruments which are referred to herein do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to such document, statute, report or instrument.

## **AUTHORIZATION FOR THE SERIES 2020 BONDS**

The Series 2020 Bonds are issued under and authorized pursuant to the Constitution and laws of the State including, particularly, the Act and the 2020 Bond Resolution.

The resolution approving the issuance by the County of the County Guaranty was passed by the Local Finance Board of the Division of Local Government Services within the State Department of Community Affairs (the “Local Finance Board”) at a meeting held on September 18, 2019. The Authority will confirm the findings of the Local Finance Board by resolution to be adopted on March 12, 2020.

## **PURPOSE OF THE SERIES 2020 BOND ISSUE**

### **General**

The Series 2020 Bonds are being issued by the Authority to provide funds to: (i) finance the costs of the 2020 Refunding Program; and (ii) pay the costs of issuance with respect to the sale and delivery of the Series 2020 Bonds.

### **The 2020 Refunding Program**

A portion of the proceeds of the Series 2020 Bonds (the “Escrow Sum”) will be used to finance the advance refunding of the Refunded Bonds. The Refunded Bonds were originally issued to permanently finance a series of temporary notes issued by the Authority from time to time beginning in 2003 (collectively, the “Original Notes”). The proceeds of the Original Notes were used to pay for the acquisition of the Original Crossroads Site (as defined below), the undertaking of environmental remediation of the Original Crossroads Site, and the preparation of the Original Crossroads Site for development.

The Refunded Bonds shall be called for optional redemption at par, together with accrued interest thereon (the “Redemption Price”), on July 15, 2024 (the “Redemption Date”).

In connection with the issuance of the Series 2020 Bonds, the Authority will enter into an Escrow Deposit Agreement, dated the date of delivery of the Series 2020 Bonds (the “Escrow Deposit Agreement”), with The Bank of New York Mellon, as escrow agent, pursuant to which the Escrow Sum will be deposited in the Escrow Fund established under the Escrow Deposit Agreement and held uninvested as cash or invested in direct and general obligations of, or obligations fully and unconditionally guaranteed by, the United States of America (the “Government Obligations”), the maturing principal of which and interest thereon shall be used to pay interest when due on the Refunded Bonds and to redeem on the Redemption Date, at the Redemption Price, all of the Refunded Bonds.

The mathematical calculation of the adequacy of the deposit to provide for the payment of the Refunded Bonds on the date of issuance of the Series 2020 Bonds will be verified by Bowman & Company, LLP at the time of delivery of the Series 2020 Bonds. See “VERIFICATION OF MATHEMATICAL COMPUTATIONS” herein.

### **Crossroads Redevelopment Project**

The Township of Pennsauken (the “Township”), located in the County, and its planning board have heretofore taken a number of official actions whereby four hundred fifty (450) acres within the Township have been declared an area in need of redevelopment (the “Redevelopment Area”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Local Redevelopment Law”).

The Authority, in cooperation with the Township, and as agent for the County, has heretofore undertaken a project (the “Crossroads Redevelopment Project”) originally consisting of the redevelopment of an approximately 65 acre tract of the Redevelopment Area at the intersection of Routes 73, 130 and 90 located in the Township (the “Original Crossroads Site”) for which the Authority has been named redevelopment entity by the Township in accordance with the Local Redevelopment Law. As originally conceived, the Crossroads Redevelopment Project was to include a 6,500 seat civic center arena, which would have utilized approximately 15 acres of the Original Crossroads Site and a mixed-use development that included retail and residential uses for the balance of the Original Crossroads Site.

Over a period of years, due to unforeseen domestic and global economic factors, including, but not limited to, the “great recession” of 2008 and unprecedented changes to the commercial and residential marketplace resulting therefrom, the Crossroads Redevelopment Project scope was modified substantially to include the redevelopment of only 35 acres of the Original Crossroads Site (such reduced project site referred to hereafter as the “Crossroads Site”). In particular, in 2016, the Authority entered into a redevelopment agreement with an experienced residential and commercial developer (the “Redeveloper”) for the development and construction on the Crossroads Site of: (i) 240 market rate apartment units, together with a clubhouse, meeting and office space, a gym, package room, yoga room, a pool, barbeque areas and a walking/running path; and (ii) 189 townhome units with associated parking and amenities.

The Redeveloper has subsequently purchased the Crossroads Site, substantially completed the apartment portion of the project, begun pad site construction of the townhome portion of the project and has rebranded the Crossroads Redevelopment Project as “Haddon Point”. In particular, the apartment buildings include 24 units within each building (50% one bedroom and 50% two bedroom) with over 90% of the buildings fully constructed as of February 1, 2020 (with occupancy at over 85% of units constructed). The townhomes, when completed, will each include 3 bedrooms and a minimum of 2 bathrooms upon completion. Sales and marketing for the townhomes are well under way, with principal occupancy to begin in late 2020).

## **DESCRIPTION OF THE SERIES 2020 BONDS**

### **General**

The Series 2020 Bonds are issuable as fully registered bonds. The Series 2020 Bonds will mature on the respective dates and bear interest at the respective rates set forth on the inside front cover page of this Official Statement and will be issued in book-entry form. So long as The Depository Trust Company

("DTC"), or its nominee, Cede & Co., is the registered owner of the Series 2020 Bonds, payments of the principal or Redemption Price of, and interest on, the Series 2020 Bonds will be made directly to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "DTC Participants") is the responsibility of DTC and the disbursement of such payments to the Beneficial Owners (as defined herein) of the Series 2020 Bonds is the responsibility of the DTC Participants and not the Authority or the Paying Agent. See "DESCRIPTION OF THE SERIES 2020 BONDS - Book-Entry-Only System" below.

Interest on the Series 2020 Bonds, calculated on the basis of a 360-day year of twelve 30 day months, is payable semi-annually on January 15 and July 15 of each year, commencing on July 15, 2020, by check of the Trustee or, for Registered Owners of \$1,000,000 or more in principal amount of Series 2020 Bonds which have submitted to the Trustee (upon three Business Days' written notice in advance of the applicable Record Date) a written request therefor, wire transfer by the Paying Agent to the Registered Owners of such Series 2020 Bonds. Principal or Redemption Price of the Series 2020 Bonds will be paid on any Principal Installment Date upon presentation and surrender of the Series 2020 Bonds at the principal corporate trust office of the Trustee.

Any interest on any Series 2020 Bond which is payable, but is not punctually paid or provided for, on any Interest Payment Date (herein called "Default Interest") shall forthwith cease to be payable to the person who is the Registered Owner on the relevant Record Date, and such Default Interest shall be paid to the Registered Owner in whose name the Series 2020 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) days nor less than ten (10) days (whether or not a Business Day) prior to the date of the proposed payment.

### **Optional Redemption**

The Series 2020 Bonds maturing prior to July 15, [\_\_\_\_]\* are not subject to optional redemption prior to maturity. The Series 2020 Bonds maturing on or after July 15, [\_\_\_\_]\* are subject to optional redemption prior to maturity at the option of the Authority, to be exercised upon receipt of written notice to the Trustee and the Authority of prepayment from the County in accordance with the terms of the Loan Agreement, on or after July 15, [\_\_\_\_]\* in whole or in part at any time, and, if in part, in such order of maturity as the County may direct and, within a maturity, by lot (or other customary method of selection determined by the Trustee), at a Redemption Price equal to one hundred percent (100%) of the principal amount of Series 2020 Bonds to be redeemed, plus accrued interest to the redemption date.

### **Notice of Redemption**

In the case of any redemption of Series 2020 Bonds by the Authority at the written direction of the County, the Authority shall give written notice to the Trustee of the election or direction of the County to so redeem. Such notice shall be given at least sixty (60) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. When the Trustee receives such notice from the Authority to redeem Series 2020 Bonds and written notice from the County of its consent to the redemption of the Series 2020 Bonds, the Trustee shall cause a notice to be deposited in the United States mail first class, postage prepaid, at least thirty (30) days and not more than sixty (60) days prior to the redemption date addressed to the Registered Owners of the Series 2020 Bonds (or portions thereof) called for redemption, at the addresses appearing in the registry books kept by the Trustee. Such notice shall be given in the name of the Authority, shall identify the maturities of the Series 2020 Bonds to be redeemed,

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\* Preliminary, subject to change.

the redemption date or the Redemption Price and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2020 Bonds of any maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2020 Bonds so to be redeemed and, in the case of the Series 2020 Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable on each Series 2020 Bond to be redeemed at the Redemption Price thereof, or of such specified portions of the principal amount thereof, in the case of the Series 2020 Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date and that from and after such date interest thereon shall cease to accrue and be payable. Any defect in or failure to give such notice with respect to any particular Series 2020 Bond shall not affect the validity of any such redemption of other Series 2020 Bonds.

Any notice of redemption of the Series 2020 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the Redemption Price, together with interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time to and including the redemption date if such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds being on deposit with the Paying Agent to pay the Redemption Price on the redemption date, the corresponding conditional notice of redemption shall be deemed to have been revoked *nunc pro tunc* and shall be deemed to be null and void as if never given and such Series 2020 Bonds or portions thereof shall continue to bear interest until paid at maturity at the same rate as they would have borne had they not been called for redemption.

If, on the redemption date, moneys for the redemption of all the Series 2020 Bonds or portions thereof, together with interest thereon to the redemption date, shall be held by the Paying Agent so as to be available therefor on said date, then from and after the redemption date interest on the Series 2020 Bonds or portions thereof so called for redemption shall cease to accrue and become payable.

So long as the Series 2020 Bonds are in book-entry form, the Trustee shall mail such notice solely to DTC and the Trustee will not send redemption notices to Beneficial Owners of the Series 2020 Bonds.

### **Book-Entry-Only System**

*The information contained in this section concerning DTC and the DTC Book-Entry-Only System has been obtained from sources that the Authority believes to be reliable. However, the Authority takes no responsibility for the accuracy thereof. The Beneficial Owners should confirm the information with DTC or the DTC Participants, as the case may be.*

Initially, the Series 2020 Bonds will be in book-entry form only. Purchasers of the Series 2020 Bonds will not receive certificates representing their beneficial ownership interests in the Series 2020 Bonds purchased. DTC will act as the initial securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Series 2020 Bond certificate will be issued for each maturity of the Series 2020 Bonds in the respective aggregate principal amount of such maturity as set forth on the inside front cover page hereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of

the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has Standard & Poor’s rating of “AA+.” The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com). So long as the Series 2020 Bonds are maintained in book-entry form with DTC, the following procedures will be applicable with respect to the Series 2020 Bonds.

Purchases of the Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Bonds on DTC’s records. The ownership interest of each actual purchaser of the Series 2020 Bonds (the “Beneficial Owner”) is in turn to be recorded on the Direct Participants’ and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2020 Bonds are to be accomplished by entries made on the books of Direct Participants and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2020 Bonds, except in the event that use of the book-entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts the Series 2020 Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.



Redemption notices shall be sent to DTC. If less than all of a maturity of the Series 2020 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal or Redemption Price of and interest with respect to the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC or its nominee, the Trustee, the Registrar, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal or Redemption Price of and interest with respect to the Series 2020 Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority, the Registrar, the Paying Agent, or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct Participants and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

In addition, the Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2020 Bond certificates will be printed and delivered to DTC.

So long as Cede & Co. is the registered owner of the Series 2020 Bonds, as nominee of DTC, references herein to the Bondholders or Registered Owners of the Series 2020 Bonds (excluding all references thereto under the heading "TAX MATTERS" herein) means Cede & Co., not the Beneficial Owners of the Series 2020 Bonds.

THE AUTHORITY, THE COUNTY, THE TRUSTEE, THE UNDERWRITER (UNLESS THE UNDERWRITER IS ACTING IN THE CAPACITY AS A DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF DTC), THE REGISTRAR AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC WILL DISTRIBUTE TO ITS PARTICIPANTS OR THAT DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL DISTRIBUTE TO BENEFICIAL OWNERS OF THE SERIES 2020 BONDS (1) PAYMENTS OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2020 BONDS, OR (2) CONFIRMATION OF OWNERSHIP INTERESTS IN THE SERIES 2020 BONDS, OR (3) REDEMPTION OR OTHER NOTICES, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER

DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT “RULES” APPLICABLE TO DTC ARE ON FILE WITH THE SEC AND THE CURRENT “PROCEDURES” OF DTC TO BE FOLLOWED IN DEALING WITH ITS PARTICIPANTS ARE ON FILE WITH DTC.

NONE OF THE AUTHORITY, THE COUNTY, THE TRUSTEE, THE UNDERWRITER (UNLESS THE UNDERWRITER IS ACTING IN THE CAPACITY AS A DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF DTC), THE REGISTRAR OR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OF THE SERIES 2020 BONDS WITH RESPECT TO: (1) THE SERIES 2020 BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ITS NOMINEE, OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY DTC TO ANY DIRECT PARTICIPANT OR BY ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON ANY SERIES 2020 BONDS; (4) THE DELIVERY BY DTC, ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE 2020 BOND RESOLUTION TO BE GIVEN TO THE BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2020 BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT.

## **SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS**

### **General**

The Series 2020 Bonds constitute direct, limited and special obligations of the Authority and are payable solely from the Revenues (as described herein) and secured by the Pledged Property (as described herein), subject only to the provisions of the 2020 Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the 2020 Bond Resolution. The Series 2020 Bonds are not payable from general funds of the Authority and shall not constitute a legal or equitable pledge or lien or encumbrance upon any of the assets or property of the Authority or upon any of its income, receipts or revenues, except as provided in the 2020 Bond Resolution. The full faith and credit of the Authority are not pledged, either expressly or by implication, to the payment of the Series 2020 Bonds. The Authority has no taxing power. The Authority has no claim on revenues or receipts of the State or any agency or political subdivision thereof (except the County to the extent of the Loan Payments and the County Guaranty).

The term “Pledged Property” is defined in the 2020 Bond Resolution as: (i) the Revenues; (ii) the Funds and Accounts established under the 2020 Bond Resolution (other than the Rebate Fund), including Investment Securities held in any such Funds and Accounts; and (iii) all other moneys, securities or funds pledged for the payment of the principal or Redemption Price of and interest on the Series 2020 Bonds in accordance with the terms and provisions of the 2020 Bond Resolution.

The term “Revenues” is defined in the 2020 Bond Resolution as: (i) all amounts, including Loan Payments, received by the Authority from the County under the Loan Agreement; (ii) any moneys or securities held pursuant to the 2020 Bond Resolution and paid or required to be paid into the Debt Service Fund; (iii) any payments made by the County to the Authority pursuant to the County Guaranty and Sections 508(2) and 708 of the 2020 Bond Resolution; (iv) interest received on any moneys or Investment Securities held under the 2020 Bond Resolution (other than in the Rebate Fund) and required

to be paid into the Revenue Fund pursuant to the 2020 Bond Resolution; and (v) any other amounts received from any other source by the Authority and pledged by the Authority as security for the payment of a particular Series of Bonds pursuant to a Supplemental Resolution.

The Loan Payments to be made by the County pursuant to the Loan Agreement are equal to the amount of the principal or Redemption Price of and interest on the Series 2020 Bonds due on each Loan Payment Date and, as applicable, Additional Loan Payments (including, but not limited to, administrative expenses of the Authority with respect to the Series 2020 Bonds incurred by the Authority from time to time) as and when the same become due and payable upon demand pursuant to the terms of the Loan Agreement. Pursuant to the Loan Agreement, the County has covenanted to budget in each fiscal year amounts for the purpose of satisfying the Loan Payments to be made by the County to the Authority pursuant to the terms of the Loan Agreement. Nevertheless, the payment obligations created under the Loan Agreement are direct, general, irrevocable and unconditional obligations of the County payable from any source legally available to the County, including, without limitation, the general tax revenues of the County, and the County shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the County for the payment of such obligations, without limitation as to rate or amount. In addition, the County is unconditionally and irrevocably obligated to pay, when due, the principal of and interest on the Series 2020 Bonds pursuant to the County Guaranty. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS – Loan Agreement” herein.

**The Loan Payments (excluding Additional Loan Payments) and the payments by the County pursuant to the County Guaranty include only scheduled payments of principal of the Series 2020 Bonds (including Sinking Fund Installments, if any, and payments of principal upon maturity of serial maturity Series 2020 Bonds), and scheduled payments of interest on the Series 2020 Bonds. The County is not required under any circumstances to make any accelerated payments of the principal amount of the Series 2020 Bonds (including any Sinking Fund Installment, if any, or other principal payment), notwithstanding that, upon the occurrence of an Event of Default under the 2020 Bond Resolution, the Trustee may (and, at the direction of a majority of the Holders of Outstanding Series 2020 Bonds, the Trustee shall) declare the principal of all Series 2020 Bonds then Outstanding under the 2020 Bond Resolution to be due and payable immediately.**

No recourse shall be had by the Trustee or any Bondholder for any claim based on the Series 2020 Bonds or the 2020 Bond Resolution against any director, freeholder, member, officer, agent or employee, past, present or future, of, as the case may be, the Authority or the County, either directly or through the Authority or the County, as the case may be, or any such successor body, under any constitutional provision, statute or rule of law or by assessment or penalty or by any legal or equitable proceeding or otherwise. No covenant, stipulation, obligation or agreement of the Authority or the County contained in the Series 2020 Bonds or the 2020 Bond Resolution or in any document to which the Authority or the County is a party shall be deemed to be a stipulation, obligation or agreement of any present or future director, freeholder, member, officer, agent or employee of, as the case may be, the Authority or the County in his individual capacity, and any director, freeholder, member, officer, agent or employee of, as the case may be, the Authority or the County executing the Series 2020 Bonds shall not be liable personally thereon or subject to any personal liability or accountability by reason of the issuance thereof.

## **2020 Bond Resolution to Constitute Contract**

In consideration of the purchase and acceptance of the Series 2020 Bonds by those who shall hold the same from time to time, the provisions of the 2020 Bond Resolution shall be deemed to be and shall

constitute a contract between the Authority and the Holders from time to time of the Series 2020 Bonds. Any security interest granted and the pledge and assignment which is made in the 2020 Bond Resolution for the benefit of the Owners of the Series 2020 Bonds and the covenants and agreements which are set forth therein to be performed on behalf of the Authority are for the equal benefit, protection and security of the Holders of such Series 2020 Bonds and any Refunding Bonds (as hereinafter described), all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction as to the lien of any of the Series 2020 Bonds and any Refunding Bonds over any other thereof, all except as expressly provided in or permitted by the terms of the 2020 Bond Resolution.

### **Loan Agreement**

The Authority and the County have entered into the Loan Agreement in order to secure the Series 2020 Bonds. With respect to the Series 2020 Bonds, pursuant to the terms of the Loan Agreement, the County is required to make Loan Payments to the Authority on each Loan Payment Date in an amount equal to the Debt Service payable on the Series 2020 Bonds on the immediately succeeding Interest Payment Date, Principal Installment Date or Sinking Fund Installment due date, as the case may be, subject to a credit for investment earnings and certain other amounts received by the Trustee as provided therein. Loan Payment Dates occur five (5) Business Days prior to each Interest Payment Date, Principal Installment Date or Sinking Fund Installment due date, as applicable. In addition, the County is required to make Additional Loan Payments to cover certain administrative expenses of the Trustee and the Authority and other professional fees and the Rebate Amount, if any.

The obligation of the County to pay Loan Payments provided for in the Loan Agreement and to perform its obligations under the Loan Agreement is absolute and unconditional and secured by the full faith and credit pledge of the County. The obligation of the County to pay Loan Payments is enforceable regardless of whether Loan Payments have been budgeted for by the County. The Board has, by adoption of the County Resolution, on October 17, 2019, authorized the execution and performance on behalf of the County of the Loan Agreement and the pledge of the County's full faith and credit to the payment of the County's Loan Payment obligations under the Loan Agreement.

See "Appendix "C" – Copy of the 2020 Bond Resolution and Form of Loan Agreement" for a more complete description of the provisions of the Loan Agreement and Appendix "A" for certain information concerning the County.

An Event of Default under the Loan Agreement shall not give rise to an Event of Default under the 2020 Bond Resolution.

### **County Guaranty**

In connection with the issuance of the Series 2020 Bonds, the Board duly and finally adopted a Guaranty Resolution on October 17, 2019 (the "Guaranty Resolution"), in the manner provided for adoption of a bond ordinance as provided in the Local Bond Law, pursuant to which the County has unconditionally and irrevocably guaranteed the payment, when due, of the principal of and interest on the Series 2020 Bonds. The County, upon endorsement of the Series 2020 Bonds by the Freeholder-Director of the Board, will be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all taxable property within the jurisdiction of the County without limitation as to rate or amount when required under the provisions of applicable law and the County Guaranty for the payment, when due, of the principal of and interest on the Series 2020 Bonds.

## **Additional Series of Refunding Bonds**

Pursuant to the 2020 Bond Resolution, the Authority may issue one or more Series of Refunding Bonds, in addition to the Series 2020 Bonds, to refund all or any portion (as determined by the Authority) of: (i) any Outstanding Refunding Bonds or any Series thereof, including one or more maturities within such Series of Refunding Bonds, issued pursuant to the 2020 Bond Resolution; or (ii) any other outstanding Authority lease revenue bonds and/or loan revenue bonds issued pursuant to a previously adopted Authority bond resolution (other than the 2020 Bond Resolution) for the benefit of the County, upon compliance with the terms and conditions set forth in subsection 2 of Section 205 and in Section 202 of the 2020 Bond Resolution. Any issuance of additional Series of Refunding Bonds is subject to the approval of the Authority, and the approval and consent of the County, and the satisfaction of certain conditions precedent to the issuance of Refunding Bonds specified in the 2020 Bond Resolution. See “Appendix “C” - Copy of the 2020 Bond Resolution (Section 202, General Provisions for Issuance of Bonds and Section 205, Refunding Bonds) and Form of Loan Agreement” hereto. Each additional Series of Refunding Bonds is entitled to the benefit and security of the 2020 Bond Resolution on a parity with the Series 2020 Bonds and all other Series of Refunding Bonds issued within the limitations and provisions of the 2020 Bond Resolution.

## **Other Financings**

The County intends to offer via competitive sale its County College Bonds, Series of 2020 in the approximate amount of \$3,600,000. Such bonds will be direct general obligations of the County. The County expects to close on the sale of the bonds in the second quarter of 2020.

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**ESTIMATED SOURCES AND USES OF FUNDS**

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the Series 2020 Bonds:

**Sources of Funds:**

Principal Amount of Series 2020 Bonds	\$
TOTAL SOURCES OF FUNDS .....	\$

**Uses of Funds:**

Costs of 2020 Refunding Program...	\$
Costs of Issuance <sup>(1)</sup> .....	
TOTAL USES OF FUNDS .....	\$

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<sup>(1)</sup> Includes Underwriter's compensation, legal, printing, financial advisory, credit ratings, Trustee, Paying Agent, Registrar, Verification Agent, Escrow Agent and Authority fees, contingency and other fees and expenses.

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**DEBT SERVICE REQUIREMENTS OF THE SERIES 2020 BONDS**

<u>Year Ending (December 31)</u>	<u>Principal Amount</u>	<u>Interest</u>	<u>Total Debt Service</u>
2020	\$	\$	\$
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
<b>TOTALS</b>	\$ _____	\$ _____	\$ _____

**THE AUTHORITY**

**Creation and Powers**

The Authority is a public body corporate and politic of the State and was created by a resolution of the Board pursuant to the Act.

The Authority has broad powers under the Act including, among others, the following: to sue and be sued; to enter into leases and contracts; to acquire property by any lawful means, including the exercise of the power of eminent domain; to hold, operate and administer its property; to issue its negotiable bonds and to secure their payment and the rights of holders thereof under a bond resolution; to enter into contracts; to charge and collect charges for use of its facilities and to revise such charges which the Act requires to be charged such that the revenues of the Authority will at all times be adequate to pay all administrative expenses, to pay punctually the principal of and interest on any bonds, to maintain reserves and sinking funds therefor, as may be required by the terms of any contracts with Bondholders, and to make and enforce rules and regulations for the management of its business and affairs.

The Authority was established for, among other purposes, the purpose of providing for the construction of public buildings, transportation facilities, the acquisition of equipment and the acquisition of property owned by the federal government. Subsequent amendments to the Act permit the Authority to provide for the construction of convention halls, solid waste disposal facilities,

recreation/entertainment centers, low and moderate income housing, to plan, initiate and carry out redevelopment projects and to provide financing on behalf of certain non-profit entities.

## **Management**

The governing body of the Authority consists of five members appointed by the Board. The Authority's staff is supervised by the Interim Executive Director who also serves as the Secretary of the Authority. The present members of the governing body of the Authority, the expiration dates of their terms as members and their offices are as follows:

<u>Name</u>	<u>Office</u>	<u>Expiration of Term</u>
William R. Hosey	Chairman	January 31, 2025
Linda M. Rohrer	Vice Chairperson	January 31, 2023
Joseph P. Schooley	Member	January 31, 2021
William W. Spearman	Member	January 31, 2022
Reginald C. Stevenson	Member	January 31, 2024

The Authority's mailing address is 2220 Voorhees Town Center, Voorhees, New Jersey 08043.

## **LITIGATION**

### **Authority**

In the opinion of Maressa Patterson LLC, General Counsel to the Authority, there is no litigation pending or, to the best of its knowledge, threatened which would restrain or enjoin the issuance or sale of the Series 2020 Bonds or in any way contesting the validity or affecting the authority for the issuance of the Series 2020 Bonds, the adoption of the 2020 Bond Resolution, or the authorization, execution and delivery by the Authority of the Loan Agreement or any other of the financing documents to which the Authority is a party, or the existence or powers of the Authority.

### **County**

In the opinion of the Office of the County Counsel, there is no litigation pending or, to the best knowledge of the Office of the County Counsel, threatened to restrain or enjoin the County from entering into or delivering the County Guaranty or the Loan Agreement or in any way contesting or affecting the 2020 Refunding Program. Also, except as described (i) below under the heading "LITIGATION - Solid Waste Matters" and as further described in Appendix "A" (see Pages A-37 through A-42) and (ii) under the heading "COUNTY LITIGATION" in Appendix "A" (see Page A-31), there is no litigation pending or, to the best knowledge of the Office of the County Counsel, threatened that would have a material and adverse impact on the financial condition of the County, if adversely decided.

### **Solid Waste Matters**

The County is a party to certain litigation involving the County's solid waste management system. Appendix "A" (specifically Pages A-37 through A-42) to this Official Statement describes (i) the County's solid waste management system as implemented through the Pollution Control



Financing Authority (“PCFA”), (ii) the financing of solid waste disposal facilities within the County, (iii) the impact of a decision by the United States Court of Appeals for the Third Circuit, (iv) the proposed dissolution of the PCFA, (v) certain pending litigation, and the extent to which any of (i) through (v) could have a material adverse effect on the financial condition of the County. The information in Appendix “A” relating to such matters should be read in its entirety in order to obtain information essential to the making of an informed investment decision.

## **TAX MATTERS**

**ALL POTENTIAL PURCHASERS OF THE SERIES 2020 BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS IN ORDER TO UNDERSTAND THE TAX IMPLICATIONS OF THEIR INVESTMENT.**

### **Federal**

Interest on the Series 2020 Bonds is not excluded from gross income for federal tax purposes.

### **New Jersey**

Interest on the Series 2020 Bonds and any gain from the sale thereof are not included in the gross income of the owners thereof under the New Jersey Gross Income Tax Act, as presently enacted and construed.

### **Changes in Federal and State Tax Law**

From time to time, there are legislative proposals in the United States Congress and in New Jersey that, if enacted, could alter or amend the Federal and New Jersey tax matters referred to above or adversely affect the market value or marketability of the Series 2020 Bonds. It cannot be predicted whether or in what form any such proposals might be enacted or whether, if enacted, it would apply to obligations issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the Series 2020 Bonds.

PROSPECTIVE PURCHASERS OF THE SERIES 2020 BONDS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS REGARDING ANY FEDERAL AND STATE INCOME TAX LEGISLATION, WHETHER CURRENTLY PENDING OR PROPOSED, REGULATORY INITIATIVES OR LITIGATION. THE OPINIONS EXPRESSED BY BOND COUNSEL ARE BASED UPON EXISTING LEGISLATION AND REGULATIONS AS INTERPRETED BY RELEVANT JUDICIAL AND REGULATORY AUTHORITIES AS OF THE DATE OF ISSUANCE AND DELIVERY OF THE SERIES 2020 BONDS AND BOND COUNSEL HAS EXPRESSED NO OPINION AS OF ANY DATE SUBSEQUENT THERETO OR WITH RESPECT TO ANY PENDING LEGISLATION, REGULATORY INITIATIVES OR LITIGATION.

## **PLEDGE OF THE STATE NOT TO LIMIT POWERS OF AUTHORITY OR RIGHTS OF BONDHOLDERS**

The Act sets forth the pledge and agreement that the State will not limit or alter the rights vested by the Act in the authorities organized thereunder to fix, establish, charge and collect service charges and to fulfill the terms of any agreements made with holders of obligations of authorities or in any way impair the rights and remedies of such holders, until such obligations, together with interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceedings by or on behalf of such holders, are fully met and discharged.

## **NEGOTIABILITY OF THE SERIES 2020 BONDS**

Section 24 of the Act, *N.J.S.A. 40:37A-67*, provides that any bond or obligation issued pursuant to the Act shall be fully negotiable within the meaning and for all purposes of the negotiable instruments law of the State and each holder or owner of such bond or other obligation, or of any coupon appurtenant thereto, by accepting such bond or coupon shall be conclusively deemed to have agreed that such bond, obligation or coupon is and shall be fully negotiable within the meaning and for all purposes of said negotiable instruments law.

## **THE SERIES 2020 BONDS NOT A DEBT OF THE STATE**

The Series 2020 Bonds shall not in any way be a debt or liability of the State or any political subdivision thereof or create or constitute any indebtedness, liability or obligation of the State or any political subdivision thereof other than the obligation of (a) the Authority, which has no taxing power, the obligation of which is limited to the Pledged Property, and (b) the County to the extent of its Loan Payments and the County Guaranty both pursuant to which the County has pledged its full faith and credit and will be obligated to levy *ad valorem* taxes on all taxable property within the jurisdiction of the County in an amount sufficient to provide for payment as is needed to pay, when due, the principal of and interest on the Series 2020 Bonds.

## **CONTINUING DISCLOSURE**

In accordance with the provisions of Rule 15c2-12, as amended (the “Rule”), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, the County will, prior to the issuance of the Series 2020 Bonds, enter into a Continuing Disclosure Agreement with the Trustee, as dissemination agent substantially in the form set forth in Appendix “E” hereto (the “Continuing Disclosure Agreement”).

As described in this paragraph, the County has failed to provide certain secondary market disclosure pursuant to the Rule in connection with previous undertakings related to certain of its general obligation bonds and various Authority bond financings. In 2014, the County failed to file its 2013 audited financial statements and 2013 annual report by July 29, 2014 in connection with CUSIPs of its general obligation bonds. Such audited financial statements and annual report were filed on July 31, 2014. Failure to File notices for 2013 annual report information were posted late to EMMA for the County’s general obligation bonds. The County’s rating was upgraded by S&P in November of 2013 and the related notice was filed on June 19, 2014.

## MUNICIPAL BANKRUPTCY

The undertakings of the Authority and the County should be considered with reference to Chapter 9 of the United States Bankruptcy Code (the “Bankruptcy Code”), 11 *U.S.C.* §§901 to 946. Under Chapter 9 of the Bankruptcy Code, a municipality, which is a political subdivision or public agency or instrumentality of the State, that is insolvent or unable to meet its debts may file a petition in a United States Bankruptcy Court (the “Bankruptcy Court”) to adjust the debt of the municipality. Chapter 9 of the Bankruptcy Code does not permit the municipality to liquidate its assets and distribute the proceeds of its assets to its creditors. Chapter 9 of the Bankruptcy Code permits a financially distressed municipality to seek protection from its creditors by staying the commencement or continuation of certain actions against the municipality while it formulates and negotiates a plan of adjustment of its debts which can be binding on a dissenting minority of creditors if it is acceptable to the majority of creditors. Should the Authority or the County file a petition in the Bankruptcy Court under Chapter 9 of the Bankruptcy Code prior to the payment in full of the principal of and interest on the Series 2020 Bonds, the Holders of the Series 2020 Bonds would be considered creditors and would be bound by the municipality’s plan of adjustment of its debt.

Reference should also be made to *N.J.S.A. 52:27-40 et seq.* which provides that any “political subdivision” of the State as defined therein, which includes the Authority and the County, has the power to file a petition with the Bankruptcy Court under Chapter 9 of the Bankruptcy Code provided the “political subdivision” has obtained approval of the Local Finance Board. Section 903 of the Bankruptcy Code, 11 *U.S.C.* §903, specially provides that Chapter 9 of the Bankruptcy Code does not limit or impair the power of a state to control, by legislation or otherwise, a municipality of or in such state in the exercise of the political or governmental powers of such municipality; provided, however, that a state law prescribing a method of composition of indebtedness of the municipality may not bind any creditor that does not consent to such composition and that a judgment entered under such state law may not bind a creditor that does not consent to such composition.

**THE ABOVE REFERENCES TO THE BANKRUPTCY CODE ARE NOT TO BE CONSTRUED AS AN INDICATION THAT THE AUTHORITY OR THE COUNTY EXPECTS TO RESORT TO THE PROVISIONS OF SUCH BANKRUPTCY CODE OR THAT, IF IT DID, SUCH ACTION WOULD BE APPROVED BY THE LOCAL FINANCE BOARD, OR THAT ANY PROPOSED PLAN WOULD INCLUDE A DILUTION OF THE SOURCES OF PAYMENT OF AND SECURITY FOR THE SERIES 2020 BONDS.**

## APPROVAL OF LEGAL PROCEEDINGS

Legal matters incident to the authorization and the issuance by the Authority of the Series 2020 Bonds are subject to the approval of certain legal matters by Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed on for the Authority by its counsel, Maressa Patterson LLC, Berlin, New Jersey, for the County by the Office of the County Counsel of the County and by Bond Counsel to the County, McCarter & English, LLP, Newark, New Jersey, and for the Underwriter by Stradley Ronon Stevens & Young, LLP, Philadelphia, Pennsylvania.

The various legal opinions and/or certifications to be delivered concurrently with the delivery of the Series 2020 Bonds express the professional judgment of the attorneys rendering the opinions as

to the legal issues explicitly addressed therein. In rendering a legal opinion and/or certification, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or the future performance of parties to the transaction. Nor does the rendering of an opinion and/or certification guarantee the outcome of any legal dispute that may arise out of the transaction.

### **LEGALITY FOR INVESTMENT**

The Act provides that: (i) the State and all public officers, municipalities, counties, political subdivisions and public bodies and agencies thereof; (ii) all banks, trust companies, savings banks and institutions, building and loan associations, savings and loan associations, investment companies and other persons carrying on a banking or investment business; (iii) all insurance companies, insurance associations, and other persons carrying on an insurance business; and (iv) all executors, administrators, guardians, trustees and other fiduciaries in the State may legally invest any sinking funds, moneys or other funds belonging to them or within their control in the obligations of authorities organized thereunder, including the Series 2020 Bonds, and that such obligations are authorized security for any and all public deposits.

### **RATINGS**

Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings, acting through Standard & Poor's Financial Services LLC ("S&P" and together with Moody's, the "Rating Agencies"), have assigned ratings of "Aa2" and "AA," respectively, to the Series 2020 Bonds. Explanations of the significance of such bond ratings may be obtained from Moody's, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, and S&P, 55 Water Street, New York, New York 10041. Such bond ratings express only the views of the respective Rating Agency. There is no assurance that any such bond ratings will continue for any period of time or that the ratings will not be revised or withdrawn. Any such revision or withdrawal of the ratings may have an effect on the marketability and market price of the Series 2020 Bonds.

### **INDEPENDENT AUDITORS**

The excerpt of the Report of Audit of Financial Statements of the County as of December 31, 2018 and 2017, and for the year then ended, included in Appendix "B" to this Official Statement, have been audited by Bowman & Company LLP, Voorhees, New Jersey, independent certified public accountants, as stated in its report appearing in Appendix "B" to this Official Statement.

### **UNDERWRITING**

The Series 2020 Bonds have been purchased from the Authority by Citigroup Global Markets (the "Underwriter"), pursuant to a bond purchase contract, dated March [\_\_\_], 2020, between the Authority and the Underwriter (the "Bond Purchase Contract"). The Bond Purchase Contract provides that the aggregate purchase price for the Series 2020 Bonds is \$[\_\_\_\_\_] (representing the principal amount of the Series 2020 Bonds less an Underwriter's discount in the amount of \$[\_\_\_\_\_]). The Underwriter is obligated to purchase all of the Series 2020 Bonds if any of the Series 2020 Bonds are purchased. The obligation of the Underwriter to accept delivery of the Series 2020 Bonds is subject to various conditions contained in the Bond Purchase Contract.

The Underwriter intends to offer the Series 2020 Bonds to the public initially at the offering yields set forth on the inside front cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2020 Bonds to the public. The Underwriter may offer and sell the Series 2020 Bonds to certain dealers (including dealers depositing Series 2020 Bonds into investment trusts) at yields higher than the respective public offering yields set forth on the inside front cover page hereof, and such offering yields may be changed, from time to time, by the Underwriter without prior notice.

The Underwriter and its respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the County and the Authority for which they received or will receive customary fees and expenses.

Citigroup Global Markets Inc., an underwriter of the Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts.

#### **CERTAIN RELATIONSHIPS**

Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel to the Authority, from time to time, provides legal services to the Underwriter in various matters unrelated to the Series 2020 Bonds or the transaction described in this Official Statement.

#### **FINANCIAL ADVISOR**

Acacia Financial Group, Inc., Mount Laurel, New Jersey, has served as Financial Advisor to the Authority with respect to this transaction. The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement and the Appendices hereto. The Financial Advisor is an independent firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

#### **VERIFICATION OF MATHEMATICAL COMPUTATIONS**

Bowman & Company LLP, Voorhees, New Jersey, will independently verify the mathematical accuracy of certain computations provided by the Underwriter regarding (a) the adequacy of the maturing principal amounts of and interest on the Government Obligations, together with an initial cash deposit, to pay the principal or Redemption Price of the Refunded Bonds prior to and on the Redemption Date, and the interest on such Refunded Bonds due prior to and on such Redemption Date and (b) the actuarial yield on both the Government Obligations and the Series 2020 Bonds.

## **APPENDICES**

Appendix “A” to this Official Statement consists of certain general and financial information concerning the County which has been provided by the County from public documents of the County and from other public or official documents or publications (including, in some limited instances, official documents or publications of the Authority) which are referred to therein. The Authority (except in those limited instances in which the Authority has provided information) has not confirmed the accuracy or completeness of said information, and the Authority (except in those limited instances in which the Authority has provided information) disclaims any responsibility for the accuracy or completeness thereof. In any instance in which the Authority has provided information included by the County in Appendix “A,” the Authority is identified as the source.

Appendix “B” to this Official Statement consists of an excerpt of the Report of Audit of Financial Statements of the County which has been provided by the County from public documents of the County and from other public or official documents or publications which are referred to therein. A copy of the complete Report of Audit of Financial Statements of the County may be obtained upon request to the office of the Chief Financial Officer of the County. The Authority has not confirmed the accuracy or completeness of said information, and the Authority disclaims any responsibility for the accuracy or completeness thereof.

Appendix “C” to this Official Statement consists of the copy of the 2020 Bond Resolution and the form of the Loan Agreement.

Appendix “D” to this Official Statement consists of the Form of Opinion of Bond Counsel to the Authority.

Appendix “E” to this Official Statement consists of the Form of the Continuing Disclosure Agreement for the County.

## **MISCELLANEOUS**

The execution and delivery of this Official Statement has been duly authorized by the Authority. Concurrently with the delivery of the Series 2020 Bonds, the Authority will furnish a certificate to the effect that nothing has come to the Authority’s attention that would lead the Authority to believe that this Official Statement, in final form, contains any untrue statement of a material fact or omits to state any information necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. Certain information contained in this Official Statement has been obtained from sources other than the Authority. All quotations from and summaries and explanations of provisions of laws, statutes, resolutions and agreements herein do not purport to be complete and reference should be made to said laws, statutes, resolutions and agreements for a full and complete statement of their provisions.

This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or Holders of any of the Series 2020 Bonds. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any

sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the County or the Authority since the date hereof.

The execution by its Chairman and the delivery of this Official Statement is duly authorized by the Authority.

**THE CAMDEN COUNTY IMPROVEMENT  
AUTHORITY**

By: \_\_\_\_\_  
WILLIAM R. HOSEY, Chairman

**Dated:** \_\_\_\_\_, 2020

**APPENDIX A**

**Certain Information Concerning the County**



## ***INTRODUCTION***

### ***General Information***

The County of Camden, New Jersey (“County”), formerly part of Gloucester County, New Jersey, was established in 1844. The County, approximately 222 square miles in area, is in the southwestern part of the State of New Jersey (“State”) along the east bank of the Delaware River opposite Philadelphia, Pennsylvania (“Philadelphia”). The Counties of Burlington, Atlantic and Gloucester border the County on, respectively, the northeast, southeast and southwest, with the Delaware River forming the western border of the County.

### ***County Government***

The County operates under the freeholder form of government. The Board of Chosen Freeholders of the County (“Board”) consists of seven Freeholder members elected at-large for three year terms on a staggered basis. Each year, the Board elects one of the Freeholders to serve as Freeholder Director. The Freeholder Director appoints Freeholders to be in charge of various committees. The Board, operating through the committee system, is charged with both executive and legislative responsibilities for: (i) formulating policies; (ii) developing new programs; (iii) appointing members of the various County commissions, authorities and boards; (iv) approving the County’s operating and capital budgets; and (v) appropriating the funds required to maintain County services.

The County Administrator, appointed by the Board, oversees the daily governmental operations of the County. Each major department is headed by an administrator who acts as liaison to the Freeholder overseeing such department’s operations. Financial matters are under the supervision of the County’s Chief Financial Officer who is appointed by the Board.

### ***Organization and Management of County Government***

In 1983, the Board adopted an internal administrative reorganization the objectives of which were to: consolidate government organization; increase accountability of department and agency heads; streamline reporting requirements; and improve productivity. The Board also established an Office of Management and Budget (“OMB”) modeled after the federal OMB. Detailed monitoring reports on a monthly basis are provided by the OMB to evaluate the various departments and agencies in terms of performance and unit costs.

The County’s operating and capital budget process is initiated by departmental submissions of project requests to the OMB. The various projects are reviewed, documented with cost estimates, and prioritized against a set of weighted criteria. The projects’ listing is structured according to the availability of funds as set by the debt and capital policy of the County.

## ***PRINCIPAL ADMINISTRATIVE OFFICERS***

### ***County Administrator***

Mr. Ross G. Angilella is currently the County Administrator. He was first appointed to the position of County Administrator on September 4, 2004. Prior to his appointment as County Administrator, Mr. Angilella served as the County Purchasing Agent and an Assistant County Counsel since September 1983.

### ***Chief Financial Officer***

Mr. David McPeak is currently the Chief Financial Officer and County Treasurer. Mr. McPeak was first appointed to the position of Chief Financial Officer on January 7, 1999. Prior to that, he had been Acting Chief Financial Officer since January 6, 1998. Mr. McPeak has served as Budget Director for the County since August 1993.

### ***COUNTY HISTORY***

In 1632, the first European settlers arrived in the area now known as Camden County. In 1688, the first ferry linking the area with Philadelphia was established. In 1773, Camden City was created at the site of Cooper's Ferry. With the building of the Camden and Amboy Railroad, the area began to grow rapidly. In 1869, Joseph Campbell and Abram Anderson formed a jelly and fruit producing enterprise, now known as the Campbell Soup Company. A machine shop owned by Eldridge Johnson became the Victor Talking Machine Company, later known as RCA Victor. Prior to World War I, Esterbrook Pen Co. and New York Shipbuilding Co. became well established. The completion of the Benjamin Franklin Bridge to center city Philadelphia in 1926 made it possible for people to live in the County and work in the Philadelphia area. The post-World War II boom and suburban communities' growth was accelerated by (i) the opening of the Walt Whitman Bridge in 1957, which provides a direct connection to the Philadelphia International Airport and (ii) the construction of The Port Authority Transit Corporation ("PATCO") high speed commuter line linking Lindenwold, in the southern part of the County, to center city Philadelphia. During the 1970s and 1980s, the County's economy diversified from principally an industrial base to high technology, corporate, financial and service businesses. Residential development pushed southeastward, principally into the Townships of Voorhees, Waterford and Winslow. Today, because of the prior commercial and residential expansion, a substantial portion of the County's physical infrastructure is in place.

### ***COMMERCIAL LOCATION***

The County is 140 miles equidistant between New York and Washington, D.C. and at the midpoint of the Boston-Richmond Northeast Corridor. Within one-day's drive of twelve states, businesses in the County have a potential market of about 60 million people, or about one-fourth of the United States market. As part of the Philadelphia Metropolitan Area, the County is an essential component of the nation's fourth largest market area. The Delaware River flows into the Delaware Bay which connects with the Atlantic Ocean and forms a deep water entrance to the docking and freight facilities situated along the County's riverfront, a part of the nation's second largest deep water port.

### ***HEALTH CARE SERVICES***

Within the County are four non-profit hospitals and eight County-operated health clinics. The non-profit hospitals are: (i) the 427-bed Cooper Hospital/University Medical Center located in Camden City; (ii) the Jefferson Health System, consisting of three divisions (two of which are located within the County - the 225-bed Cherry Hill division and the 236-bed Stratford division); (iii) the Virtua Our Lady of Lourdes Hospital, a 377-bed acute care facility located in Camden City; and (iv) the Virtua Health System, consisting of three divisions - the 95-bed Berlin division, the Camden City division providing emergency room services, and the 370-bed Voorhees division.

The Camden County Health Division's eight clinics offer services ranging from family planning and prenatal clinics to cancer detection and hypertension clinics.

## ***EDUCATIONAL FACILITIES***

### ***Public School Systems***

Within the County are 36 school districts which operate 104 elementary and middle schools and 22 high schools. In addition, the County operates two vocational-technical schools (located in Pennsauken and Gloucester Townships) which provide daytime classes with an enrollment of approximately 2,100 daytime students, and evening education to approximately 1,800 students, including adults. The two vocational-technical schools employ 262 professional and 131 non-professional personnel.

### ***Private and Parochial Schools***

Excluding private nursery schools and day care centers, there are 51 private and parochial schools for grades one through twelve within the County.

### ***Charter School/Renaissance Schools***

There are ten charter schools within the County. The annual enrollment for the charter schools is approximately 4,000 students in kindergarten through grade twelve. In addition, there are three “Renaissance Schools” in the City of Camden (“Camden City”). Established pursuant to the New Jersey Urban Hope Act, these Renaissance Schools are a newer kind of public school in New Jersey that combines the autonomy of charter schools with a direct and cooperative relationship with the school district.

### ***Higher Education***

Camden County College (the “College”) is a comprehensive public community college with campuses in Blackwood and Camden City, as well as the William G. Rohrer Center in Cherry Hill and the Regional Emergency Training Center in Gloucester Township, that serves Camden County and the surrounding area and is a vital resource for transfer education, workforce training and cultural events. The College offers associate degrees, certificate and training programs in technical fields such as automotive technology and mechanical engineering; health professions such as nursing and medical coding, and liberal arts and sciences such as English and chemistry. Additionally, the College operates the Adult Technical Institute at the Sicklerville Campus of the Camden County Technical School, and offers credit classes throughout the County in high schools, work sites, and neighborhoods. The College also has affiliations with four-year institutions such as Rutgers University, Drexel University and Thomas Jefferson University, College of Allied Health Sciences.

Rutgers - The State University of New Jersey, Camden Campus (“Rutgers”), has two four-year undergraduate liberal arts colleges, one serving students who attend classes during the day and one for those attending evening classes. In addition to liberal arts degrees offered by the Rutgers College of Arts and Sciences, there is (i) a Graduate School offering master’s degree programs in biology, business administration, English and public policy, and (ii) the School of Law, evening and day curriculum, leading to a Juris Doctor degree. In September 2012, Rutgers completed construction of a student housing project consisting of a 350-bed graduate student housing facility. (See the caption, below, entitled “DEMOGRAPHIC AND ECONOMIC INFORMATION – Camden City”).

Cooper University Hospital, located in the City of Camden, is a major teaching hospital and is affiliated with the Cooper Medical School of Rowan University (“CMSRU”) located in Camden City and Rowan University’s School of Osteopathic Medicine located in the Borough of Stratford (“SOM”). CMSRU is a four-year allopathic medical school adjacent to the Cooper Hospital complex. CMSRU opened on July 24, 2012, with its first incoming class enrolling in the Fall of 2012. (See the caption, below, entitled “DEMOGRAPHIC

AND ECONOMIC INFORMATION – High Technology”). The construction of CMSRU was financed by tax-exempt and taxable revenue bonds issued by The Camden County Improvement Authority (“CCIA”) on behalf of Rowan University.

The SOM of Rowan University is a four-year public college of osteopathic medicine located in the Borough of Stratford, New Jersey and includes Rowan University’s Graduate School of Biomedical Sciences. The college is affiliated with Cooper University Hospital. It is the only college of osteopathic medicine in the State, and, until the opening of CMSRU in 2012, was the only four-year medical school in Southern New Jersey. Established in 1976 as part of the University of Medicine and Dentistry of New Jersey (“UMDNJ”), SOM became part of Rowan University on July 1, 2013. The acquisition by Rowan University of SOM from UMDNJ was financed by tax-exempt and taxable revenue bonds issued by the CCIA on behalf of Rowan University.

Kennedy Health/University Medical Center is composed of three hospitals affiliated with the SOM of Rowan University.

### ***RECREATIONAL FACILITIES***

The County’s park system consists of 14 major parks in twelve communities consisting of 1,760 acres of land and 2,000 acres of water, nine miles of horse trails and 15 miles of bike trails. Facilities in the park system include a restaurant, football and softball fields, tennis courts, a new boathouse, miniature golf courses, and a golf driving range.

### ***TRANSPORTATION FACILITIES***

#### ***Passenger***

A \$17 million Transportation Center in Camden serves as an interchange for automobiles, commuter buses and commuter rail lines. The major bus service is provided by New Jersey Transit, which provides intra-county, inter-county and interstate service, and by Greyhound, a major interstate carrier. In 2004, New Jersey Transit commenced light rail service connecting Camden City with the City of Trenton to the north and linked to the PATCO system through the Transportation Center in Camden City.

The PATCO high speed rail line, an above and below ground level 14.5 mile system from Lindenwold to center city Philadelphia is a heavily used commuter line, hosting over 200,000 commuters every week. PATCO has nine stations (with parking lots) in the County. New Jersey Transit - Rail Operations provides local rail service between Atlantic City and Philadelphia.

#### ***Freight***

Freight service by a national intrastate and interstate rail carrier, and several independently owned rail carriers, and approximately 80 trucking concerns situated in the County, is readily available for business interests. Waterborne freight arriving from or departing to overseas destinations or other ports in the United States is handled at three major cargo handling terminals. Two of the terminals, Beckett Street and Broadway, both in Camden City, are operated by the South Jersey Port Corporation, and the third, in Gloucester City, is operated by Holt Cargo Systems. Crowley Maritime operates a major private barge service terminal in Pennsauken, providing service to Puerto Rico and the Caribbean. The terminals are equipped for multi-purpose handling of piggyback, bulk, high and wide cargo, and containers or trailers on flatcar.

### ***Highway and Bridge Systems***

The County maintains over 400 miles of roads, which provide connections to east/west State Route 30 (White Horse Pike), State Route 168 (Black Horse Pike), State Route 70, the Atlantic City Expressway, and Interstate Routes 676 and 76 (the principal truck route over the Walt Whitman Bridge to the west); and to north/south State Route 130, which generally follows the Delaware River, Interstate Routes 295 and 95, the New Jersey Turnpike, and State Route 38 running in a northeasterly direction.

Within or adjacent to the County, five bridges provide the means to cross the Delaware River to Philadelphia and its environs, to industrial centers south of Philadelphia, and to the interstate highway network. The principal commuter bridge to center city Philadelphia is the Benjamin Franklin Bridge. The Betsy Ross and Tacony-Palmyra Bridges provide access to Pennsylvania north of Philadelphia, and the Walt Whitman Bridge, in the County's southwest portion, is the access route to the Philadelphia International Airport and the connection to routes heading west and southwest.

### ***UTILITIES***

Electricity and gas are provided by Atlantic City Electric (eastern half of the County), Public Service Electric and Gas Company, and South Jersey Gas Company. The Camden County Municipal Utilities Authority operates and maintains County-wide wastewater collection and treatment facilities (see the caption, below, entitled "AUTHORITIES OF THE COUNTY – Camden County Municipal Utilities Authority"). The Pollution Control Financing Authority of Camden County owns the land on which a 1,050 tons per day resource recovery facility operates (see the caption, below, entitled "AUTHORITIES OF THE COUNTY – Pollution Control Financing Authority of Camden County"). The major supplier of potable water is the New Jersey American Water Company which serves all or part of 23 municipalities in the County. The remaining 14 municipalities obtain water from wells. The New Jersey American Water Company, along with individual municipally operated water departments, draws water supplied by huge aquifers which are replenished by an annual average precipitation of 55 inches. To ensure adequate water supply in the future, the New Jersey American Water Company has constructed a new surface water supply, a new treatment facility and a new distribution system.

### ***LAW ENFORCEMENT***

#### ***Sheriff, Parks Police, Prosecutor's Office and Court System***

The County operates a Sheriff's Department and, prior to March 21, 2013 a Parks Police Department. On March 21, 2013, the Parks Police Department was abolished and all active officers were transferred to the Camden County Police Department (as hereinafter defined). The County also funds the Camden County Prosecutor's Office which includes an Investigators Unit. The County Court System, along with all New Jersey County Courts, is under the jurisdiction of the State.

#### ***Camden County Regional Police Department***

The County, after careful study and consideration, determined that a regional approach to policing services would offer certain municipalities within the County and, in particular, Camden City, a more effective and more efficient means of addressing public safety in the reality of the present environment in which crime increasingly cuts across municipal jurisdictional lines and in which municipal budgets are increasingly straining to maintain services.

In furtherance of such determination, the County has created a regional police department for the purpose of providing police services to the various municipalities contained therein, including Camden City

("Camden County Police Department"). On August 18, 2011, the County and Camden City entered into a Memorandum of Understanding ("MOU") in furtherance of the desire of the County and Camden City to create the Camden County Police Department and for such Camden County Police Department to provide policing services to Camden City. To memorialize the terms and provisions of the MOU, Camden City and the County entered into a Shared Services Agreement pursuant to which the County, by and through the Camden County Police Department, has agreed to provide police services to Camden City through a subdivision of the Camden County Police Department known as the Metro Division ("Metro Division") in exchange for certain consideration to be paid by Camden City for such services.

As part of the process of creating the Camden County Police Department, and in particular the Metro Division, the County, Camden City and the Department of Community Affairs, Division of Local Government Services of the State of New Jersey ("DLGS") have entered into an agreement pursuant to which all costs associated with the operation of the Metro Division are fully funded by Camden City and the DLGS.

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***SUMMARY OF LABOR RELATIONS, BENEFITS AND INSURANCE***

***County Labor Relations***

The County employed approximately 2,500 persons as of December 31, 2019. Approximately 90% of the County workforce is represented by the collective bargaining units listed below.

<u><i>Union</i></u>	<u><i>Approximate # Employees per Unit</i></u>	<u><i>Description</i></u>	<u><i>Contract Expires December 31</i></u>
CWA Local 1014, Large and Agency Shop	539	County-wide white collar & blue-collar employees in Camden	2018*
CWA Local 1014, Blue, Blue	48	Blue collar employees in Public Works, Parks and Lakeland	2018*
CWA Local 1014, Supervisors	35	County-wide mid-level supervisory employees	2018*
CWA Local 1014, Crafts	5	Craft employees in Public Works, Parks and Lakeland	2018*
CWA Local 1014, Library	109	Library clerical and blue collar employees	2020
CWA Local 1014, Library Supervisors	3	Library clerical supervisors	2020
Library Professionals, 1454A, AFSCME	46	Library professionals	2019*
Library Professionals, 2349B, AFSCME	4	Library Branch Managers	2019*
CWA Local 1014, Mosquito Commission	6	White collar and blue collar employees at the Mosquito Commission	2018*
CWA Local 1014, Prosecutor's Office	56	Clerical employees in Prosecutor's Office	2020
Assistant Prosecutors' Association	60	Assistant Prosecutors	2021
PBA 277 Superior Officers	6	Superior Officers, Sheriff's Office	2020
Agents Association Local 1360	25	Agents, Prosecutor's Office	2020
PBA 277 Sheriff's Officers	132	Sheriff Officers	2020
FOP 212 Superior Officers	18	Correction Superior Officers	2019
PBA 351 Correction Officers	282	Correction Officers	2021
PBA 316 Investigators	69	Investigators, Prosecutor's Office	2018*
FOP 218A	20	County superior police officers	2021
FOP 218	400	County Police Officers	2021

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\* Under negotiation.  
Source: The County.

In addition to the above employees, there were approximately 176 Management and Unclassified County employees not covered by any collective bargaining units as of December 31, 2019.

**Retirement Systems and County Pension Plan**

Generally, all full-time or qualified County employees who began employment after 1944 must enroll in one of two pension systems (Public Employees Retirement System (“PERS”) or Police and Firemen’s Retirement System (“PFRS”)) depending upon their employment status. These systems were established by acts of the State Legislature. Benefits, contributions, means of funding and the manner of administration are set by the State. The Division of Pensions within the State’s Department of Treasury is the administrator of these systems. The County is a member of PERS and PFRS. PERS and PFRS are evaluated every year by the State with employee contribution rates normally determined by the rate applicable at the age of enrollment.

**Public Employee’s Retirement System (PERS)**

PERS included 1070 eligible County employees as of December 31, 2019.

**Police and Firemen’s Retirement System (PFRS)**

826 eligible County police officers and fire fighters were enrolled in PFRS as of December 31, 2019.

**Federal Social Security System**

The County is not delinquent in its payments to the federal Social Security System (“OASI”).

**County Pension Plan**

The County’s pension plan is known as “The Detectives’, Sheriff Officers’ and Probation Officers’ Pension Plans” and is not actuarially funded by the County. Accordingly, actuarial valuations are not prepared. However, the County has a direct pension liability extending over the lives of the beneficiaries and their spouses. Employees hired after November 30, 1963 were not eligible to join the plan. The unaudited plan trust fund balance at December 31, 2019 was \$164,820.

**Total Retirement Benefits<sup>(1)</sup>**

The following schedule summarizes the payments by the County for the aforementioned retirement systems.

	<b>2019</b> <b>Unaudited</b>	<b>2018</b> <b>Audited</b>	<b>2017</b> <b>Audited</b>	<b>2016</b> <b>Audited</b>	<b>2015</b> <b>Audited</b>
PERS	\$9,198,847	\$8,710,773	\$7,784,406	\$7,358,239	\$6,409,206
PFRS	11,110,405	10,201,822	9,670,339	10,166,967	9,145,347
OASI	9,966,185	9,904,182	9,626,042	9,478,678	9,425,930
County Pension Funds <sup>(2)</sup>	<u>134,673</u>	<u>134,673</u>	<u>145,697</u>	<u>152,090</u>	<u>162,594</u>
<b>Total</b>	<b><u>\$30,410,110</u></b>	<b><u>\$28,951,450</u></b>	<b><u>\$27,226,484</u></b>	<b><u>\$27,155,974</u></b>	<b><u>\$25,143,077</u></b>

<sup>(1)</sup> Reflects amounts paid in respective years.

<sup>(2)</sup> Includes the Detectives’, Sheriff Officers’ and Probation Officers’ Pension Plans and reflects appropriation amounts.

Source: The County’s Audited & Unaudited financial statements for fiscal years 2015 through 2019.



## ***County Insurance Programs***

The County is partially self-insured for Medical and Prescription Drug coverages, Property Damage, Automobile/General Liability, Crime and Workers' Compensation, with excess insurance on all coverages. The County and its boards, agencies, authorities and commissions presently purchase insurance or self-insure against risks of damage to persons or property of third parties, workers' compensation claims and claims against public officials through the Camden County Insurance Commission (the "Commission"), established on January 21, 2010, by Board resolution pursuant to N.J.S.A. 40A:10-6. The Commission is governed by three County officials who serve as commissioners and are appointed by the Board. Excess insurance is managed by the New Jersey Counties Excess Joint Insurance Fund, established in March 2010. As of December 31, 2019, member counties in New Jersey include the County, the County of Gloucester, the County of Union, the County of Burlington, the County of Cumberland, the County of Atlantic, the County of Mercer, the County of Hudson, the County of Ocean and the County of Monmouth.

For fiscal year 2019, the County budgeted \$53,208,364 as its share of the cost to provide various types of insurance coverage. Of this, \$45,783,364 was attributable to health care and health-related coverage. The \$7,425,000 balance is the annual assessment to the Camden County Insurance Commission for providing insurance for general and automobile liability, workers' compensation and bonding of public officials.

## ***COUNTY FINANCIAL OPERATIONS***

### ***Basis of Accounting***

The accounting policies of a local governmental unit in the State must conform to the accounting principles applicable to local governmental units which have been prescribed by the Division of Local Government Services of the New Jersey Department of Community Affairs. The following is a summary of the significant policies:

**Basis of Accounting** -- A modified accrual basis of accounting is followed with minor exceptions. Revenues are recorded as received in cash, except for certain amounts that may be due from the State. Expenditures are recorded on an accrual basis. Appropriation reserves covering unexpended appropriation balances are automatically created on December 31 of each year and recorded as liabilities, except for amounts that may be cancelled by the governing body. Appropriation reserves are available, until lapsed at the close of the succeeding year, to meet specific claims, commitments or contracts incurred or entered into during the preceding fiscal year. Lapsed appropriation reserves are recorded as income.

**Interfunds** -- Interfund receivables in the Current Fund (discussed below) are recorded with offsetting reserves. Income is recognized in the year the receivables are liquidated. Interfund receivables in the other funds are not offset by reserves.

**Fixed Assets** -- Property and equipment purchased through the Current Fund and the General Capital Fund (discussed below) are recorded as expenditures at the time of purchase and are not capitalized.

***Current Fund***

A local governmental unit finances its operations primarily through the Current Fund. All tax receipts and most revenues are paid into the Current Fund and substantially all expenditures made by appropriations are paid from the Current Fund. The County operates on a January 1 to December 31 fiscal year.

***General Expenditures***

Expenditures are comprised of those made for general County purposes, certain expenditures made from restricted federal, State and private grants, certain federal or State mandated expenditures, deferred charges, debt service and capital improvements. Budgeted expenditures for general County purposes include payments made primarily in support of the County's various departments.

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**Summary of Financial Operations for Years 2019, 2018, 2017, 2016 and 2015**

	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>
	<b><u>Unaudited</u></b>	<b><u>Audited</u></b>	<b><u>Audited</u></b>	<b><u>Audited</u></b>	<b><u>Audited</u></b>
<b>Appropriations:</b>					
General Government	\$82,841,560	\$92,634,127	\$91,965,292	\$90,163,724	\$85,697,266
Judiciary	29,128,156	28,765,498	28,485,127	27,439,753	26,014,152
Regulation	55,706,279	53,621,608	50,954,419	47,954,294	43,421,656
Roads and Bridges	7,255,204	7,175,457	7,458,638	6,313,484	6,720,350
Correctional and Penal	50,894,179	51,255,294	50,474,433	48,676,186	51,492,073
Health and Welfare	33,668,602	34,475,086	35,771,797	36,816,625	40,680,494
Education	23,166,622	22,019,122	22,016,622	21,994,602	21,975,169
Recreation	6,205,004	5,458,803	5,918,899	4,628,528	3,968,083
Unclassified <sup>(1)</sup>	2,631,505	1,279,525	557,030	873,030	1,979,030
State, Federal & Other Programs	56,896,681	52,100,872	41,999,782	40,300,171	52,285,316
Contingency	300,000	300,000	334,819	298,719	287,119
Capital Improvements	2,000,000	1,000,000	500,000	1,900,000	0
Debt Service <sup>(1)</sup>	49,101,046	48,095,115	43,274,356	42,164,134	42,901,544
Deferred Charges and Statutory Expenditures	<u>32,264,480</u>	<u>30,117,677</u>	<u>28,444,049</u>	<u>28,394,368</u>	<u>25,670,001</u>
Total General Appropriations	<u>\$432,059,318</u>	<u>\$428,298,184</u>	<u>\$408,155,263</u>	<u>\$397,917,618</u>	<u>\$403,092,253</u>
<b>Anticipated Revenues:</b>					
<b>Miscellaneous Revenues:</b>					
Local and Other	\$30,269,360	\$29,428,152	\$29,394,383	\$24,188,474	\$21,898,521
State, Federal and Other Grants	56,896,681	52,100,872	41,999,782	40,300,171	52,285,316
Other Special Items	<u>14,999,111</u>	<u>17,703,254</u>	<u>17,582,823</u>	<u>19,024,399</u>	<u>22,533,244</u>
Total Miscellaneous Revenues	102,165,152	99,232,278	88,976,988	83,513,044	96,717,081
Fund Balance Appropriated	21,056,470	17,417,382	16,148,579	13,965,634	11,247,791
Amount Raised by Taxation	309,701,834	312,951,834	308,631,000	302,639,654	296,996,717
Non-Budget MRNA <sup>(2)</sup>	<u>7,390,031</u>	<u>10,742,159</u>	<u>5,486,592</u>	<u>4,332,886</u>	<u>2,623,433</u>
Total General Revenues	<u>\$440,313,487</u>	<u>\$440,343,653</u>	<u>\$419,243,159</u>	<u>\$404,451,218</u>	<u>\$407,585,022</u>

<sup>(1)</sup> Recharacterization of lease payments as debt.

<sup>(2)</sup> Miscellaneous revenues not anticipated.

Source: The County's Audited & Unaudited financial statements for fiscal years 2015 through 2019.

## ***REVENUE SOURCES***

Revenue sources for the County's operations consist of miscellaneous revenues, federal and State assistance and/or grants, and the monies received from the County's taxes levied by the respective municipalities in the County. The County's principal revenue source is from taxes. Increased costs of certain services, such as insurance and public safety, have resulted in an increased tax levy in recent years.

### ***Apportionment of County Purpose Taxes***

Taxes for County purposes are based upon the equalized valuation, as calculated by the County's Board of Taxation, of all taxable property within the County. The County purpose taxes are apportioned among the County's constituent municipalities based upon the ratio that each municipality's equalized valuation bears to the total equalized valuation of all taxable property in the County. (It should be noted that taxes for municipal and school purposes are based on assessed valuations.)

### ***Tax Collection Procedure***

The municipalities within the County are the political entities responsible for the levying and collection of taxes on all taxable property within their borders, including the tax levy for the County. Four payments are due (August 1, November 1, February 1 and May 1).

Importantly, since the County's fiscal year runs from January 1 through December 31, the County's revenues for the first half of its fiscal year result from a levy established the previous July 1 (which is based on the prior year's budgetary needs). However, any adjustments necessary due to a change in budget from one year to the next are factored into the tax levy calculated in the middle of the County's fiscal year.

Property taxes are based on a municipality's assessor's valuation of real property on an assessed valuation basis, as confirmed by the County's Board of Taxation.

Each municipality is required to pay to the County its share of the County purpose tax on the 15th day of February, May, August and November. The County receives 100% of its share of the taxes collected from the first taxes collected by each municipality. If a municipality has not remitted in full to the County its share of omitted and added taxes by December 31 of the year of tax levy, a municipality has until February 15 of the year immediately following (45 days) to pay in full the amount due to the County.

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***Current Fund Revenue Sources***

<b><u>Year</u></b>	<b><u>Budget Requirement</u></b>	<b><u>Revenue Surplus Appropriation</u></b>	<b><u>Anticipated Revenue</u></b>	<b><u>Non-Budget Revenues</u></b>	<b><u>Amount to be Raised by Taxation</u></b>	<b><u>Percent of Tax Levy to Budget Requirement</u></b>
2019	\$432,059,318	\$21,056,470	\$102,165,152	\$7,390,031	\$309,701,834	71.68%
2018	428,298,184	17,417,382	99,232,278	10,742,159	312,951,834	73.07
2017	408,155,263	16,148,579	88,976,988	5,486,592	308,631,000	75.62
2016	397,917,618	13,965,634	83,513,044	4,332,886	302,639,654	76.06
2015	403,092,253	11,247,791	96,717,081	2,623,433	296,996,717	73.68
2014	407,656,640	11,247,791	111,301,638	3,714,057	291,262,738	71.45
2013	378,350,277	8,535,993	86,693,022	4,140,758	285,555,857	75.47
2012	368,620,337	7,865,111	79,933,049	6,301,653	280,121,500	75.99
2011	376,369,818	7,757,823	97,138,784	3,194,207	271,577,245	72.16
2010	397,061,077	15,039,035	108,337,405	4,837,020	256,577,245	64.62

Source: The County's Audited & Unaudited financial statements for fiscal years 2010 through 2019.

***Current Fund Balances and Amounts Utilized in Succeeding Year's Budget***

<b><u>Year</u></b>	<b><u>Balance as of December 31</u></b>	<b><u>Utilized in Budget of Succeeding Year</u></b>	
		<b><u>Amount</u></b>	<b><u>Percent</u></b>
2019	\$97,965,498	N/A	N/A
2018	86,947,530	\$19,270,255	22.16
2017	68,985,413	17,417,382	25.25
2016	55,228,808	16,148,579	29.24
2015	48,542,538	13,965,634	28.77
2014	47,188,518	11,247,791	23.84
2013	40,035,590	11,247,791	28.09
2012	32,257,996	8,535,993	26.46
2011	19,904,159	7,865,111	39.51
2010	17,338,201	7,757,823	44.74

Source: The County's Audited & Unaudited financial statements for fiscal years 2010 through 2019.

**TAX INFORMATION**

**Tax Rates**

<u>Year</u>	<u>Tax Rate<sup>(1)</sup></u>	<u>Tax Apportionment</u>	<u>Tax Collection</u>	<u>Percent Collected</u>
2019	7.96	\$309,701,834	\$309,701,834	100.00
2018	8.22	312,951,834	312,951,834	100.00
2017	8.19	308,631,000	308,631,000	100.00
2016	8.16	302,639,654	302,639,654	100.00
2015	8.08	296,996,717	296,996,717	100.00
2014	7.84	291,262,738	291,262,738	100.00
2013	7.64	285,555,857	285,555,857	100.00
2012	7.05	280,121,500	280,121,500	100.00
2011	6.50	271,577,245	271,577,245	100.00
2010	6.10	256,577,245	256,577,245	100.00

(1) Per \$1,000 of assessed valuation.

Source: The County's Audited & Unaudited financial statements for fiscal years 2010 through 2019.

**Added and Omitted Tax Levies<sup>(1)</sup>**

<u>Year</u>	<u>Added Taxes</u>	<u>Omitted Taxes</u>	<u>Total</u>
2019	\$1,159,445	\$100,376	\$1,259,821
2018	935,506	81,349	1,016,855
2017	1,408,391	172,421	1,580,812
2016	821,420	165,692	987,112
2015	1,300,852	379,273	1,680,125
2014	756,351	32,448	788,799
2013	640,535	217,290	857,825
2012	695,667	80,261	775,928
2011	594,383	75,988	670,371
2010	882,534	87,757	970,291

(1) Added and omitted taxes not collected in the year of levy must be paid by February 15 of the calendar year next following.

Source: The County's Audited & Unaudited financial statements for fiscal years 2010 through 2019.

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**Comparison of Total Tax Levies to Annual Debt Service Requirements**

<b>Year</b>	<b>General Purpose Tax Levy<sup>(1)</sup></b>	<b>Bonded Debt Service Requirement<sup>(2)</sup></b>	<b>Percent of Bonded Debt Service to Tax Levy</b>
2019	\$309,701,834	\$49,101,046	15.85%
2018	312,951,834	48,095,115	15.37
2017	308,631,000	43,274,356	14.02
2016	302,639,654	42,164,134	13.93
2015	296,996,717	42,901,544	14.45
2014	291,262,738	44,017,661	15.11
2013	285,555,857	42,823,427	15.00
2012	280,121,500	45,409,326	16.21
2011	271,577,245	44,112,634 <sup>(3)</sup>	16.24
2010	256,577,245	10,706,980 <sup>(3)</sup>	4.17

<sup>(1)</sup> Excludes County Library tax levy.

<sup>(2)</sup> Excludes refunded permanent debt.

<sup>(3)</sup> Recharacterization of lease payments as debt.

Source: The County's Audited & Unaudited financial statements for fiscal years 2010 through 2019.

**DEMOGRAPHIC AND ECONOMIC INFORMATION**

**Population**

Population in the County has shifted from urban areas to suburban areas with the population increase occurring primarily in the southern and eastern parts of the County. This shifting of population has resulted in an increase in retail shopping malls and other retail and office services. Two of the largest shopping malls in southern New Jersey are in the County (Voorhees Town Center in Voorhees and Cherry Hill Mall in Cherry Hill) and together with numerous other shopping centers and mini-malls share over \$5 billion in annual retail sales.

**Population Trend**

<b>Political Entity</b>	<b>----Percent Increase---</b>				
	<b>2018- EST.</b>	<b>2010</b>	<b>2000</b>	<b>1990</b>	<b>1990-2010</b>
<b>County</b>	507,078	513,657	508,932	502,824	2.15%
<b>State</b>	8,908,520	8,791,894	8,414,350	7,730,188	13.73%

Source: Federal Census information, U.S. Department of Commerce, Economics and Statistical Administration, Bureau of the Census.

***Population Density***

<b>Political Entity</b>	<b>Square Miles</b>	<b>-----Number of Persons Per Square Mile -----</b>		
		<b>2010</b>	<b>2000</b>	<b>1990</b>
<b>County</b>	221.3	2,321.5	2,295.5	2,264.9
<b>State</b>	7,354.2	1,195.5	1,144.2	1,031.3

Source: New Jersey Department of Labor, Division of Planning and Research.

***Median Household Income Statistics***

<b>Political Entity</b>	<b>2000<sup>(1)</sup></b>	<b>2007-2011<sup>(2)</sup></b>	<b>2007-2017<sup>(2)</sup></b>
<b>County</b>	\$48,097	\$61,824	\$62,185
<b>State</b>	55,146	71,180	72,093

Sources:

<sup>(1)</sup> 2000 Federal Census Information and New Jersey Department of Labor, Division of Planning and Research.

<sup>(2)</sup> U.S. Census Bureau.

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***Trend of Employment and Unemployment***

<u>Year</u>	<u>Political Entity</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment Rate</u>
2019	County	252,433	242,269	4.0%
	State	4,469,483	4,309,317	3.6
	U.S.	163,539,000	157,538,000	3.7
2018	County	250,100	237,400	5.1%
	State	4,429,100	4,226,200	4.6%
	U.S.	163,229,000	156,863,069	3.9%
2017	County	253,200	240,300	5.1%
	State	4,513,700	4,300,200	4.7%
	U.S.	160,320,000	153,340,000	4.1%
2016	County	225,629	241,640	5.5%
	State	4,328,000	4,553,000	4.9
	U.S.	159,187,000	151,436,000	4.9
2015	County	254,888	238,354	6.5%
	State	4,535,000	4,272,000	5.8
	U.S.	157,130,000	148,834,000	5.3
2014	County	253,330	233,858	7.7%
	State	4,523,000	4,221,000	6.7
	U.S.	155,922,000	146,305,000	6.2
2013	County	266,961	242,487	9.2%
	State	4,598,311	4,206,644	8.5
	U.S.	155,389,000	143,929,000	7.4
2012	County	270,200	242,500	10.3%
	State	4,592,500	4,145,200	9.8
	U.S.	154,975,000	143,469,000	8.1
2011	County	268,858	240,783	10.5%
	State	4,514,575	4,095,358	9.3
	U.S.	153,617,000	139,869,000	8.9
2010	County	268,300	240,000	10.6%
	State	4,502,400	4,076,700	9.5
	U.S.	153,889,000	139,064,000	9.6
2009	County	271,400	244,200	10.0%
	State	4,536,700	4,118,400	9.2
	U.S.	154,142,000	139,877,000	9.3

Source: U.S. Bureau of Labor Statistics.

### ***Major Private Sector Employers***

<b><u>Name</u></b>	<b><u>Approximate Employment</u></b>
Cooper Health System	7,000
Virtua Health System	2,500
Campbell Soup Company	2,300
Virtua Our Lady of Lourdes Hospital	2,000
American Water	2,000
TD Bank	1,300
Jefferson Health System	1,256
Aluminum Shapes	1,000
Lockheed Martin	800

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Source: Camden County, as of December 31, 2018.

### ***Major Public Sector Employers***

<b><u>Employer</u></b>	<b><u>Approximate Employment</u></b>
State of New Jersey	5,000
U.S. Postal Service	4,000
County of Camden	2,100
Rutgers – Camden	1,300
Cherry Hill Board of Education	1,022
City of Camden	1,000
DRPA <sup>1</sup> and Patco <sup>2</sup>	800
Camden City Board of Education	700
Camden County College	500

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<sup>(1)</sup> Delaware River Port Authority.

<sup>(2)</sup> Port Authority Transit Corporation.

Source: Camden County, as of December 31, 2018.

## Major Real Property Taxpayers

The following schedule shows the major real property owners in the County. The assessed valuation for each major property owner shown is based upon the evaluation by the tax assessor in each municipality. The amounts listed do not reflect actual tax bills as there could be adjustments due to credits and tax appeals and similar factors. Actual dollar amounts shown under the last three columns may vary due to rounding.

### Major Real Property Taxpayers

<u>Property Owner</u>	<u>Property Description</u>	<u>Municipality</u>	<u>Assessed Value</u>	<u>Equalized Value</u> <sup>(1)</sup>
Cherry Hill Center C/O PREIT Services	Cherry Hill Mall	Cherry Hill	\$451,560,000.00	\$500,954,071.44
Virtua Health Systems	Medical	Mult. Municipalities	\$70,026,100.00	\$77,994,559.00
Cherry Hill Retail Partners, LLC	Retail	Cherry Hill	\$68,000,000.00	\$75,438,207.23
US Bank Trust	Residential and Vacant	Mult. Municipalities	\$68,560,200.00	\$71,861,678.00
Baev-Lasalle CH Medical	Penn Medicient	Cherry Hill	\$59,900,000.00	\$66,452,185.49
Grand Gardens Assoc.	Apartments	Cherry Hill	\$52,000,000.00	\$57,688,040.83
Village Group Limited Partnership	Apartments	Voorhees	\$49,313,500.00	\$54,976,031.22
Bloom Organization	Commercial/Industrial	Mult. Municipalities	\$50,505,900.00	\$51,892,287.00
AP MA I CHT Owner LLC	Apartments	Cherry Hill	\$42,400,000.00	\$47,037,940.98
Cherry Hill Towne Center Partners	Retail	Cherry Hill	\$41,135,400.00	\$45,635,012.20
Cambell Soup	Industrial/Manufacturing	Camden	\$43,078,500.00	\$43,912,844.04
Haddon View Associates/CO Legow Mgmt	Apartments	Haddon Township	\$36,852,000.00	\$40,434,496.38
GS Burroughs Mill Project owner LLC	Apartments	Cherry Hill	\$35,000,000.00	\$38,828,489.02
Foster SQ 1-6 @ Lowe Ent Invest	Apartments	Voorhees	\$33,669,400.00	\$37,535,562.99
L/N CAC, LLC	1-3 Communications	Camden	\$35,038,300.00	\$35,716,921.51
Walmart	Retail	Mult. Municipalities	\$36,028,100.00	\$37,144,711.00
Federal Realty Investment Trust	Commercial	Cherry Hill	\$30,800,000.00	\$34,169,070.34
HP Altman Autumn Ridge LLC	Apartments	Gloucester Twp.	\$35,162,900.00	\$36,064,512.82
GMT Realty, LLC	Commercial	Gloucester Twp.	\$33,432,400.00	\$34,829,044.69
SDK Millbridge Gardens, LLC	Apartments	Gloucester Twp.	\$33,388,000.00	\$34,244,102.56
Pine Valley Golf Club	Golf Club	Pine Valley	\$34,925,300.00	\$34,928,792.88
Wolfson Group	Commercial	Audubon	\$32,634,700.00	\$33,399,549.69
Lakeview Realty	Apartments	Gloucester Twp.	\$30,671,400.00	\$31,457,846.15

### Major Personal Property Taxpayer

Verizon/Bell Telephone Communications	Personal Property	Mult. Municipalities	\$80,141,636.00	\$83,557,040.00
	Real Property	Mult. Municipalities	\$10,120,500.00	\$10,426,309.00
		TOTAL (Tel. Co.):	\$90,262,136.00	\$93,983,349.00

<sup>(1)</sup> The equalized valuation amounts are derived by dividing the respective real property assessed valuation amounts by the applicable 2019 equalization ratio per the 2019 Equalization Table.

Source: Camden County, as of December 31, [2018/2019].

### ***Retail Establishments and Manufacturing Concerns***

The County's business retail base includes not only County residents, but also shoppers from neighboring counties and the greater Philadelphia area. There are over 3,300 retail business concerns in the County.

### ***High Technology***

The County has become a center for medical research and biological testing. Some of the technological leaders in the County (as well as in the nation) include:

- Cooper Medical School of Rowan University: The first new medical school constructed in over thirty years. This new school currently has approximately 400 medical school students along with approximately 150 staff members. In addition, this 200,000 square foot state-of-the-art research facility helps to bring a critical mass to the area.
- Coriell Institute: Coriell is researching genome informed medicine, innovating advances in pre-clinical discovery, and supporting significant research around the world. Coriell has a strong history in cell biology by playing an important role in stem cell research. Coriell's biobank manages the world's most diverse collection of cell lines, DNA, and other biomaterials gathered and distributed for use by the international biomedical research community.
- MD Anderson Cancer Center at Cooper: The new MD Anderson Cancer Center at Cooper brings together MD Anderson's expertise and Cooper's regional leadership in a partnership that opens up a broader range of options for cancer patients in South Jersey, Delaware and the greater Philadelphia region. Opened in 2013, MD Anderson Cancer Center at Cooper is a state-of-the-art, \$100 million, four-story, 103,050 square foot comprehensive cancer center on Cooper's Health Sciences Campus in Camden City which expands access to outstanding cancer care for residents of southern New Jersey and beyond.
- The Rowan University/Rutgers-Camden Joint Board of Governors: The Rowan University/Rutgers-Camden Joint Board of Governors (the "Board of Governors") was created by the New Jersey Medical and Health Sciences Education Restructuring Act which took effect on August 22, 2012. The Board of Governor's mission reflects an extension of Camden's significant "eds and meds" presence and is expected to leverage the educational and research assets to support growth in the region's health care capacity. This state-of-the-art research building is open and becoming the center for research in the City.
- Rutgers University: Nursing and Science Building: The Nursing and Science Building has opened to serve as a world-class research and teaching facility for students and faculty in the areas of health sciences, nursing, and physics at the undergraduate, graduate, and doctoral levels at Rutgers University-Camden. This \$62.5 million project serves more than 1,000 nursing students at the Rutgers School of Nursing-Camden and also supports students in Rutgers-Camden's physics program and its doctor of nursing practice (DNP) program. The facility includes cutting-edge nursing simulation labs, classrooms (including an immersive learning classroom), computer labs, conference rooms, lecture halls, student work and study stations, and administrative offices.

### ***Private and Public Sector Developments Completed in Recent Years***

Set forth below is a representative listing of some of the private and public sector developments that have been completed within the County in recent years. This representative list is not intended to be exhaustive and includes certain development projects that currently remain in the process of completion.

No assurance can be provided that such currently incomplete projects will be completed successfully as currently planned and as currently scheduled.

**Camden City:**

***Tax Credit Projects:***

Over the past two years, Camden has seen a resurgence in new development. Subaru of America, Inc. opened their North American Headquarters in Camden City, comprising a 250,000 square foot building, which has brought approximately 500 employees to the city.

The Philadelphia 76ers have built a new state-of-the-art practice center and a new administrative building. This complex houses 250 employees and will continue to add to the critical mass of the downtown area.

Holtec International constructed a new plant to expand the company’s current line of nuclear products, heat-exchange equipment and other products for delivery to the company's customers worldwide. This project cost approximately \$260 million and brings 200 jobs. The company continues to bring in new jobs and is a major employer in the City.

Along the Camden waterfront, American Water Works Company, Inc. consolidated its operations created a headquarters within Camden City through the utilization of tax credit financing. This relocation brings about 600 jobs from various locations and has been an anchor for other development.

In addition, the TRIAD 1828 Building was recently completed. This \$245 million 18-story office building houses the offices for Conner Strong & Buckelew, NFI and The Michaels Organization, the three partner organizations for the project, and brings 869 jobs to the city.

Currently under construction and slated to open in October 2020, a new 180-room Hilton Garden Inn will include 5,000 square feet of dining, bar and event space, on-site parking and panoramic views of the river, bridge and Philadelphia skyline.

Close to completion, ResinTech Inc. will relocate to Camden City. ResinTech Inc. manufactures a broad range of ion exchange resins for water and waste water treatment, including deionization, softening, metals removal, product purification, resource recovery and pollution control. In addition to its ion exchange resins, ResinTech Inc. supplies activated carbon and inorganic selective exchangers. The firm will retain 92 full-time positions that are currently in-state and is expected to add an additional 173 new full time jobs.

Other businesses which have been awarded tax incentives by the NJEDA in Camden City include:

<u>Business</u>	<u>Award Amount</u>	<u>Total Eligible Capital Investment</u>	<u>New Jobs</u>	<u>Retained Jobs (At Risk Job)</u>	<u>Complete</u>
EMR Eastern LLC and Affiliates	\$252,750,000	\$252,750,000	285	62	Yes
Cooper Health System	39,990,000	9,130,000	19	353	Yes
Contemporary Graphics	33,900,000	7,474,436	56	170	Yes
IPAK, Inc.	17,100,000	1,359,000	0	114	Yes
Amerinox Processing, Inc.	7,950,000	2,830,000	8	45	Yes
Volunteers of America DV	6,337,500	2,313,981	0	65	Yes
WebiMax LLC (2)	6,035,000	400,000	21	50	Yes

<u>Business</u>	<u>Award Amount</u>	<u>Total Eligible Capital Investment</u>	<u>New Jobs</u>	<u>Retained Jobs (At Risk Job)</u>	<u>Complete</u>
Advanced Hydraulic Systems, Inc.	4,050,000	1,675,000	27	0	Yes
Plastics Consulting and Manu. Co.	3,920,000	1,700,000	8	20	Yes

Source: New Jersey Economic Development Authority [http://www.njeda.com/pdfs/reports/Approved\\_GrowNJ\\_EOA.aspx](http://www.njeda.com/pdfs/reports/Approved_GrowNJ_EOA.aspx)

***Multifamily Residential:***

Construction is complete of the \$48 million 156 new rental homes to the Camden waterfront in an environmentally conscious, amenity-rich mid-rise building. The first newly constructed market-rate apartment building to be developed on Camden’s waterfront in 15 years, 11 Cooper will offer both market-rate and affordable apartment homes to new families and young professionals looking to join the city’s growing workforce

***Education:***

Rutgers University purchased the former Camden County Prosecutor’s Office across from Camden City Hall for \$4.5 million. This project allowed the University to create 20,000 sq. ft. of classroom space on campus and moved administrative offices to the former Prosecutor’s Office.

**Cherry Hill Township:**

***Health Care Services:***

Cherry Hill Township has seen a number of construction projects that have focused on health service providers. The first project is the transformation of the old 150,000 square foot “Syms” building to a state-of-the-art medical complex which houses a division of the University of Pennsylvania Health System. This project has allowed the Health System to consolidate services into one building.

Another project is the expansion of Jefferson Health’s (formerly Kennedy Health System) Cherry Hill campus. The recently completed \$80 million project transformed the old hospital to a world class healthcare facility. The development added over 100,000 square feet of new outpatient space along with a new 600 plus parking garage. This new “medical mall” is bringing new outpatient services that include everything from a same-day surgery center, a sleep/balance center, a hyperbaric wound center, outpatient imaging services, physical rehabilitation, physician offices and other services.

***Mixed-Use:***

Over the past year, the retail sector in Cherry Hill remains strong along with the construction of new restaurants and other entertainment venues. The section of Haddonfield Road in the Township continues to see extensive growth with tenants like Shake Shack, Traitor Joe’s and others all opening new spaces in the Township. In addition, several shopping centers that have seen vacancy have all been filled with nontraditional uses such as gyms, yoga studios and other uses.

**Gloucester City:**

Housing has been a big initiative for the City over the last year as the City has embarked in an effort to rehabilitate existing housing throughout the City. This effort looks to improve and

modernize the housing stock throughout the City. In addition, over the last several years, Gloucester City has enhanced its valuable waterfront properties by making infrastructure improvements to Freedom Pier and attracting businesses to the City. Two new eating establishments have opened to increase quality dining options for residents and visitors. These restaurants have created over 100 permanent jobs for local residents. In addition to retail and dining, the waterfront offers Gloucester City unique opportunities with the local marine terminal.

**Gloucester Township:**

August 2015 saw the opening of a new 450,000 square foot premium outlet shopping center located along Route 42. This project has brought new jobs and retail space to this section of the County. In addition, the township, along with private developers, opened a another significant shopping area on Berlin-Cross Keys Road, a major roadway in the County and right off the Atlantic City Expressway. The township has been very successful in retaining and attracting commercial, industrial and public/private businesses like US Vision. They have expanded and attracted business on the County-owned Lakeland Complex including an Armed Forces and Public Safety Training facility plus senior housing units.

**Pennsauken Township:**

Aside from Camden City, Pennsauken Township has seen a significant number of NJEDA tax incentive projects. Older, abandoned warehouses are being converted to manufacturing and other spaces. It is estimated that over one million square feet of office and industrial space has been rehabilitated as a result of the availability of this tax incentive program. The companies taking advantage of the incentives range from high-tech manufacturing to warehousing and distribution. The companies have either relocated to the Township from other areas or have expanded within the Township. This growth has led to the stabilization of the industrial parks within the Township.

The businesses which have been awarded tax incentives by the NJEDA in the Township include:

<u>Business</u>	<u>Award Amount</u>	<u>Total Eligible Capital Investment</u>	<u>New Jobs</u>	<u>Retained Jobs (At Risk Job)</u>	<u>Complete</u>
BAYADA Home Health Care, Inc.	\$18,441,120	\$11,502,955	162	357	No
Virtua-West Jersey Health	7,228,360	4,689,973	77	136	Yes
Microcision LLC	7,000,000	969,052	70	0	Yes
LiDestri Foods, Inc.	6,247,500	6,764,525	60	27	Yes
Barry Callebaut USA LLC	2,730,000	5,250,000	26	0	Yes
Material Handling Supply, Inc.	1,852,500	3,975,000	0	57	Yes

Source: New Jersey Economic Development Authority [http://www.njeda.com/pdfs/reports/Approved\\_GrowNJ\\_EOA.aspx](http://www.njeda.com/pdfs/reports/Approved_GrowNJ_EOA.aspx)

The Township, in cooperation with the CCIA, has undertaken the redevelopment of an approximately 35-acre tract at the intersection of Routes 73, 130 and 90 (“Crossroads Site”) pursuant to which the Township and the CCIA have acquired and prepared the Crossroads Site for commercial and residential redevelopment (referred to herein as the “Crossroads Project”). On April 7, 2016, the CCIA sold a 31-acre residential portion of the Crossroads Site to Renaissance Partners, LLC (the “Redeveloper”). In late 2018, this project rebranded as Haddon Pointe, completed the first phase and second phases of construction of 240 market rate residential apartment units, a clubhouse, a pool, a dog park, walking trails and related amenities. The Crossroads Project will also offer 189 townhomes for which pad site preparation and construction has begun.

#### **White Horse Pike Corridor:**

New housing is under construction along the White Horse Pike section of Clementon Borough. The first 50 units of a 200 unit town-house complex are complete. This residential project is part of a multimillion dollar redevelopment project to bring mixed-use development to the Borough.

In Somerdale Borough, “CooperTowne Business District” is a renamed industrial complex that is now focusing on redevelopment. The borough recently added Flying Fish Brew Company to the business district. Flying Fish Brew Company is located immediately adjacent to the retail complex, and its opening demonstrates the value of the redevelopment efforts and the positive outgrowth to other areas in town and throughout the White Horse Pike corridor.

#### **Voorhees Township:**

The Route 73 corridor continues to see major development projects. The Virtua Health System Voorhees Campus continues to drive the growth of the corridor. New support services for the hospital have developed, including a 110 room hotel. In addition to hotels, assisted living facilities continue to grow in the area. A recently constructed senior care facility was completed along with a major physical therapy center. Samaritan Hospice is constructing an inpatient hospice facility adjacent to the Virtua campus which will add to the “Medical Mile” as another key anchor for the corridor. As the medical facilities grow so do retail facilities along the corridor. New stores and restaurants continue to open.



## Winslow Township:

The Camden County Municipal Utilities Authority completed a \$50 million dollar construction project to provide 25 miles of sewer pipelines. This project has allowed the township to jumpstart new projects including a new 30,000 square foot CarMax used car super store to be located along Cross Keys road. In addition, new housing opportunities and retail projects have all gained momentum with the completion of the sewer project.

### *Net Assessed Valuation by Classification of Real Property*

<u>Type of Real Property</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Residential	\$27,959,515,485	\$27,861,038,756	\$27,826,232,162	\$27,934,100,590	\$27,824,383,357
Apartment	1,435,197,900	1,404,198,900	1,386,627,600	1,343,744,100	1,374,146,900
Commercial	5,686,231,687	5,683,316,287	5,652,617,887	5,599,987,634	5,549,057,027
Industrial	893,697,000	879,315,400	866,861,700	861,031,200	832,557,600
Farm	58,995,829	54,545,929	54,511,559	61,556,559	72,316,129
Vacant Land	<u>488,138,850</u>	<u>486,003,850</u>	<u>492,328,650</u>	<u>478,036,750</u>	<u>487,463,050</u>
Sub-Total	36,521,776,751	36,323,419,122	36,279,179,558	36,278,456,833	36,139,924,063
Exempt:					
Public <sup>(1)</sup>	4,456,350,973	4,461,733,973	4,301,268,773	4,275,375,573	3,887,544,771
Other <sup>(2)</sup>	<u>3,618,583,090</u>	<u>3,463,335,990</u>	<u>3,248,694,390</u>	<u>3,261,722,390</u>	<u>3,511,329,840</u>
Total Assessed					
Valuation of Real Property	<u>\$44,586,793,085</u>	<u>\$44,248,489,085</u>	<u>\$43,829,142,721</u>	<u>\$43,815,554,796</u>	<u>\$43,538,798,674</u>

<sup>(1)</sup> Includes school, municipal, County, State and federal properties.

<sup>(2)</sup> Includes private and denominational schools and colleges, church and charitable properties, and properties exempt under the Fox-Lance tax abatement program.

Source: Tax duplicates for years shown for each municipality located in the County's Abstract of Ratables for the years shown.

### *Net Assessed and Equalized Valuations of Real and Personal Property*

<u>Net Assessed Valuation:</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Real Property <sup>(1)</sup>	\$36,521,776,751	\$36,323,419,122	\$36,279,179,558	\$36,278,466,833	\$36,139,924,063
Personal Tangible Property <sup>(2)</sup>	<u>89,073,742</u>	<u>91,986,684</u>	<u>92,926,630</u>	<u>93,233,443</u>	<u>94,416,999</u>
Total Net Assessed Valuation:	36,610,850,493	36,415,405,806	36,372,106,188	36,371,700,276	36,234,341,062
Percentage Increase over Previous Year	0.0053	0.0012	0.0011	0.3791	0.0382
Equalized Valuation <sup>(3)</sup>	<u>\$38,917,888,578</u>	<u>\$38,114,464,318</u>	<u>\$37,763,560,647</u>	<u>\$37,296,017,018</u>	<u>\$36,820,011,052</u>

<sup>(1)</sup> Net assessed valuation after deductions permitted under State statutes.

<sup>(2)</sup> Composed of "machinery implements and equipment" of telephone, telegraph and messenger systems.

<sup>(3)</sup> As equalized by the County.

Source: The County Abstract of Ratables for each of the years shown.

## ***COUNTY DEBT INFORMATION***

### ***General Information***

The State has enacted certain statutes regulating the authorization and issuance of debt by governmental units. The statutory gross debt must include all debt authorized plus all debt issued which remains outstanding. Debt, bonds or notes, which have been refunded, and payment for which is made from escrowed U.S. Treasury securities or other permitted investments, is considered defeased. However, any debt which is self-supporting or which is payable from other sources may be deducted from the statutory gross debt to arrive at the amount of statutory net debt. The statutory net debt figure is the amount used to determine whether a local governmental unit is within the limit of its statutory borrowing power.

Subject to certain exceptions, the County's debt incurring power is limited by State statute to 2.00% of the equalized valuation, determined annually by the State, of all taxable property within the County (see "-Statutory Borrowing Power" below). The County's general purpose bonds must be issued in serial form with the first principal payment to occur within one year of an issue's date and the final maturity not to exceed the weighted average useful life of the capital improvement(s) funded with the proceeds of such general purpose bonds. Subject to certain exceptions, general purpose bonds must be sold on a competitive bid basis and the amount bid for a bond issue may not exceed \$1,000 above or be less than the principal amount of a bond issue. Except in certain instances, refunding bonds may be sold, at public or private sale, with the approval of the New Jersey Local Finance Board (the "LFB"). Notes may be sold on a competitive, negotiated, or private sale basis for a period of one year, and may be renewed annually, but the final maturity may not exceed the first day of the fifth month immediately following the end of the tenth fiscal year following the original date of issuance.

### ***Appropriation Not Required for Payments on Debt***

It is not necessary to have an appropriation in order to release money for debt service on obligations. N.J.S.A. 40A:4-57 provides that "No officer, board, body or commission shall, during any fiscal year, expend money (except to pay notes, bonds or interest thereon), incur any liability, or enter into any contract which by its terms involves the expenditure of money for any purpose for which no appropriation is provided, or in excess of the amount appropriated for such purpose." N.J.S.A. 40A:2-4 provides that "The power and obligation of a local government unit to pay any and all bonds and notes issued by it pursuant to this Chapter, or any act of which this Chapter is a revision, shall be unlimited...."

### ***Limitation on Tax Levy/Appropriations***

Chapter 68 of the Pamphlet Laws of 1976 (N.J.S.A. 40A:4-45.1, et seq.), as amended and supplemented (the "CAP law"), imposes restrictions which limit the allowable increase in the County's tax levy/appropriations over the previous year's tax levy/appropriations to the lesser of 2.5% or the increase in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services as published by the United States Department of Commerce (the "Cost-of-Living Adjustment"). If the Cost-of-Living Adjustment is equal to or less than 2.5%, an increase up to 3.5% will be permitted upon adoption by the County of a resolution after public notice and a public hearing. This limitation does not apply to: (i) all debt service payments; (ii) the amount of revenue generated by the increase in valuations within the County based solely on applying the preceding year's County tax rate to the apportionment valuation of new construction or improvements within the County and such increase shall be levied in direct proportion to said valuation; (iii) capital expenditures funded by any source; (iv) an increase involving certain defined categories of emergency temporary appropriations as approved by the LFB in certain cases; (v) amounts required to be paid pursuant to any contract between the County and any political subdivision or public body in connection with the provision and/or financing of projects for certain public purposes such as water, sewer, solid waste, parking, senior citizens' housing (subject to the

review and approval of the LFB) or any similar purpose; or (vi) that portion of the County tax levy which represents funding to participate in any federal or State aid program and amounts received or to be received from federal, State or other funds in reimbursement for local expenditures.

Additionally, legislation constituting P.L. 2007, c.62, effective April 3, 2007, imposed a 4% cap on the tax levy of a municipality, county, fire district or solid waste collection district, with certain exceptions and subject to a number of adjustments. The exclusions from the limit include increases required to be raised for debt service and capital lease payments to county improvement authorities, increases to replace certain lost state aid, increases in certain pension contributions, increases in the reserve for uncollected taxes required for municipalities, and certain increases in health care costs over 4%. The LFB may approve waivers for certain extraordinary costs identified by statute and voters may approve increases over 4% not otherwise permitted by a vote of 60% of the voters voting on a public question.

Additionally, legislation constituting P.L. 2010, c.44, effective July 13, 2010, reduces the 4% cap on the tax of a municipality, county and school district to 2%, with certain exceptions, including increases required to be raised for debt service, for pension contributions and accrued liability for pension contributions in excess of 2%, for health care costs equal to that portion of the actual increase in total health care costs for the budget year that is in excess of 2% of the total health care costs in the prior year, subject to certain other limitations, and extraordinary costs incurred by a local unit directly related to a declared emergency. The voters may approve increases over 2% not otherwise permitted by a vote of a majority of the voters voting on a public question.

The CAP law does not limit the obligation of the County to levy *ad valorem* taxes upon all taxable real property within the jurisdiction of the County to pay debt service on its bonds or notes.

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**Statutory Debt Information (as of December 31, 2019)**

	<b>Gross</b>	<b>Deduction</b>	<b>Net</b>
Total Gross Debt	<u>\$721,091,024</u>		
Total Deductions		<u>\$278,039,939</u>	
<b>Total Net Debt December 31, 2019:</b>			<b><u>\$443,051,085</u></b>

Source: Camden County.

**Statutory Borrowing Power (as of December 31, 2019)**

Three-Year Average Equalized Valuation <sup>(1)</sup> .....	\$38,369,137,350
Statutory Borrowing Power <sup>(2)</sup> .....	767,382,747
Statutory Net Debt.....	443,051,085
Remaining Statutory Borrowing Power .....	324,331,662
Debt Ratios:	
Statutory Net Debt to Previous Three-Year Average Equalized Valuation .....	1.155%
Statutory Net Debt Per Capita (Population - 513,657) <sup>(3)</sup> .....	\$862.54

<sup>(1)</sup> Average for three years (2018, 2017 and 2016) as calculated by the State.

<sup>(2)</sup> 2.00% of the three-year average equalized valuation.

<sup>(3)</sup> Based on the 2010 Census.

Source: Camden County.

**Trend of Statutory Remaining Borrowing Power (as of December 31, 2019)**

<u>Year</u>	<u>Equalized Valuation<sup>(1)</sup></u>	<u>Statutory Borrowing Power<sup>(2)</sup></u>	<u>Bonds Outstanding<sup>(3)</sup></u>	<u>Notes Outstanding</u>	<u>Deductions<sup>(4)</sup></u>	<u>Direct Net Debt Outstanding</u>	<u>Authorized But Unissued Debt</u>	<u>Remaining Statutory Borrowing Power</u>
2019	\$38,369,137,350	\$767,382,747	\$380,476,133	\$35,461,125	\$17,734,529	\$398,202,729	\$44,848,356	\$324,331,662
2018	37,773,493,756	755,469,875	345,616,532	35,461,125	4,597,984	376,479,763	28,877,825	350,112,377
2017	37,322,336,994	746,446,740	351,091,900	35,461,125	8,342,385	378,210,640	11,960,225	368,236,865
2016	36,978,324,155	739,566,483	349,819,957	-0-	9,347,201	340,472,756	35,665,125	363,428,602
2015	36,881,183,335	737,623,667	304,698,014	-0-	12,761,633	291,936,381	204,000	445,483,286
2014	37,194,237,025	743,884,741	259,538,219	-0-	15,276,822	244,261,397	204,000	499,419,344
2013	38,298,871,360	765,977,427	229,956,352	-0-	13,774,588	216,181,764	3,909,000	545,886,663
2012	39,506,719,855	790,134,397	207,083,144	-0-	10,684,251	196,398,893	16,704,000	593,735,504
2011	40,623,454,735	812,469,095	204,097,877	-0-	12,448,718	191,649,159	25,204,000	620,819,936
2010	41,549,066,998	830,981,340	190,058,610	-0-	11,203,142	178,855,468	25,204,000	652,125,872

<sup>(1)</sup> Three-year average equalized valuation as calculated by the State.

<sup>(2)</sup> 2.00% of the State's three-year average equalized valuation.

<sup>(3)</sup> Represents statutory net direct bonded debt issued and authorized plus bonded debt issued for County College purposes.

<sup>(4)</sup> Includes other notes receivable and cash held by the County pledged to the payment of debt, early retirement refunding bonds and the outstanding portion of CCIA County College Bonds on which the State pays a portion of the annual debt service.

Source: Camden County.

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***Trend of Permanent Direct Debt Issued by the County***

<b><u>Year Ending December 31</u></b>	<b><u>Outstanding Permanent Debt</u><sup>(1)(2)</sup></b>
2019	\$398,202,729
2018	376,479,763
2017	378,210,640
2016	340,472,756
2015	291,936,381
2014	244,261,397
2013	216,181,764
2012	196,398,893
2011	191,649,159
2010	178,855,468

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<sup>(1)</sup> Excludes (i) permanent debt for which there are accounts receivable or funds on hand pledged to the payment thereof and (ii) pension refunding bonds.

<sup>(2)</sup> Excludes Authorized But Unissued Debt.

Source: Camden County.

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**Schedule of Annual Debt Service Requirements on the County's Tax Supported Debt  
(as of December 31, 2019)**

Year	<u>County General Obligation Bond Debt Service</u> <sup>(1)</sup>			<u>CCIA Debt Service Paid by the County Under a Lease or Loan Agreement</u> <sup>(1)(2)(3)(4)</sup>			<u>Combined County Tax Supported Debt</u> <sup>(1)(2)(3)(4)</sup>		
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service
2020	3,110,000	816,987	3,926,987	24,556,410	16,398,517	40,954,927	27,666,410	17,215,504	44,881,914
2021	3,127,500	723,289	3,850,789	27,281,868	16,157,412	43,439,280	30,409,368	16,880,701	47,290,068
2022	2,202,500	643,953	2,846,453	27,763,431	14,794,046	42,557,477	29,965,931	15,437,999	45,403,930
2023	2,257,500	582,172	2,839,672	27,787,107	13,453,105	41,240,213	30,044,607	14,035,277	44,079,885
2024	2,047,500	519,409	2,566,909	29,205,806	12,125,889	41,331,695	31,253,306	12,645,299	43,898,604
2025	2,102,500	456,119	2,558,619	30,534,526	10,714,992	41,249,519	32,637,026	11,171,111	43,808,137
2026	2,157,500	388,456	2,545,956	27,924,270	9,305,364	37,229,634	30,081,770	9,693,820	39,775,590
2027	2,230,000	316,584	2,546,584	21,829,319	8,176,832	30,006,151	24,059,319	8,493,416	32,552,735
2028	1,922,500	247,672	2,170,172	18,403,290	7,215,352	25,618,642	20,325,790	7,463,024	27,788,814
2029	1,985,000	181,809	2,166,809	18,316,755	6,333,559	24,650,314	20,301,755	6,515,368	26,817,124
2030	1,580,000	119,164	1,699,164	15,415,342	5,502,951	20,918,293	16,995,342	5,622,115	22,617,457
2031	1,492,500	61,789	1,554,289	16,113,929	4,725,635	20,839,564	17,606,429	4,787,424	22,393,853
2032	415,000	27,602	442,602	15,587,233	3,943,368	19,530,601	16,002,233	3,970,969	19,973,203
2033	430,000	15,334	445,334	10,095,537	3,300,947	13,396,485	10,525,537	3,316,282	13,841,819
2034	290,000	4,350	294,350	9,680,000	2,800,651	12,480,651	9,970,000	2,805,001	12,775,001
2035	-	-	-	10,095,000	2,310,287	12,405,287	10,095,000	2,310,287	12,405,287
2036	-	-	-	10,520,000	1,817,015	12,337,015	10,520,000	1,817,015	12,337,015
2037	-	-	-	10,930,000	1,327,378	12,257,378	10,930,000	1,327,378	12,257,378
2038	-	-	-	8,500,000	819,212	9,319,212	8,500,000	819,212	9,319,212
2039	-	-	-	8,830,000	415,442	9,245,442	8,830,000	415,442	9,245,442
2040	-	-	-	3,770,000	104,972	3,874,972	3,770,000	104,972	3,874,972
2041	-	-	-	-	-	-	-	-	-
	27,350,000	5,104,690	32,454,690	373,139,823	141,742,928	514,882,751	400,489,823	146,847,618	547,337,441

- (1) General Obligation and CCIA debt service is net of payments from the State of New Jersey pursuant to the provisions of the County College Bond Act, P.L. 1971, c. 12 (N.J.S.A. 18A:64A-22.1 et seq.), as amended.
- (2) CCIA debt service excludes the federal subsidies associated with the outstanding \$16,065,000 County Guaranteed Loan Revenue Bonds (County Capital Program), 2009 Series A (Federally Taxable - Issuer Subsidy - Build America Bonds), \$4,720,000 General Obligation Revenue Bonds (Camden County College Project), 2010 Series A-2 (Federally Taxable - Issuer Subsidy - Build America Bonds), \$17,090,000 General Obligation Revenue Bonds (Camden County College Project), 2010 Series A-3 (Federally Taxable - Issuer Subsidy - Recovery Zone Economic Development Bonds) and \$11,955,000 County Guaranteed Loan Revenue Bonds, Series 2010 (Federally Taxable - Issuer Subsidy - Recovery Zone Economic Development Bonds).
- (3) CCIA debt service excludes \$10,740,000 County-Guaranteed Open Space Trust Fund Revenue Refunding Bonds, Series 2012 and \$5,690,000 County-Guaranteed Open Space Trust Fund Revenue Bonds, Series A of 2012 which are paid through the County Open Space Tax.
- (4) CCIA debt service excludes \$4,691,000 County-Guaranteed Lease Revenue Refunding Bonds, Series A of 2014 which is paid by the Borough of Audubon (\$4,259,000) and the Borough of Mount Ephraim (\$423,000).

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## **COUNTY LITIGATION**

From time to time, the County is the subject of litigation initiated by plaintiffs seeking monetary judgments against the County. When the County is determined to be liable in such instances, the judgment against the County generally is paid from self-insurance funds and/or applicable liability insurance policies maintained by the County (see “County Insurance Programs” under the general heading “SUMMARY OF LABOR RELATIONS, BENEFITS AND INSURANCE” herein).

## **AUTHORITIES OF THE COUNTY**

Under laws creating authorities, a local governmental unit may enter into a contract or agreement to borrow funds from an authority or, under a guaranty or deficiency type of agreement, guarantee debt service payments on debt issued by an authority. If a local governmental unit borrows funds from an authority, such borrowing is not included in a local governmental unit’s statutory gross debt. If a local governmental unit guarantees all or any part of an authority’s outstanding debt, the portion of debt service not payable from an authority’s revenues and which is guaranteed by a local governmental unit must be included in a local governmental unit’s statutory net debt amount.

The County has created three County-wide authorities: the Camden County Municipal Utilities Authority, The Camden County Improvement Authority and the Pollution Control Financing Authority of Camden County (collectively the “Authorities”). A description of each Authority and its respective outstanding debt is set forth below.

***The following information applies to each of the Authorities and should be noted. None of the Authorities has the power to levy or collect taxes. The debt issued by any one of the Authorities is neither a debt nor a liability of the State, the County (except to the extent of any deficiency agreement or guaranty or other agreement), nor any other political subdivision of the State, except the respective Authority, and does not and shall not create or constitute any indebtedness of the State, the County (except to the extent of any deficiency agreement or guaranty or other agreement), or any other political subdivision of the State, except the respective Authority.***

### ***Camden County Municipal Utilities Authority***

The Camden County Municipal Utilities Authority (“CCMUA”) is a public body corporate and politic of the State and was originally created as the Camden County Sewerage Authority (“Sewerage Authority”) by a resolution of the County adopted on December 5, 1967. The Sewerage Authority was reorganized in 1972 as a utilities authority and changed its name to the Camden County Municipal Utilities Authority pursuant to a resolution of the County adopted on April 13, 1972. The CCMUA operates under the supervision of nine commissioners who are appointed by the Board for five-year staggered terms. The County has entered into a deficiency agreement with the CCMUA (“Deficiency Agreement”) whereby the County is obligated to pay to the CCMUA any annual charges equal to any deficits in CCMUA revenues necessary to pay or provide for: (i) operation and maintenance expenses of the CCMUA’s regional sewer system, (ii) principal and interest payments on bonds and notes of the CCMUA in an aggregate principal amount not to exceed \$685,500,000, and (iii) the maintenance of reserves required under the bond resolution securing the CCMUA’s bonds and notes. The obligation of the County pursuant to the provisions of the Deficiency Agreement is a direct and general obligation of the County, and any annual charges are ultimately payable by the County from the levy of *ad valorem* taxes on all the taxable real property within the jurisdiction of the County in amounts sufficient to enable the County to meet its obligations under the Deficiency Agreement. ***To date, no payments have been required to be made by the County pursuant to the Deficiency Agreement.*** The County and the

CCMUA may agree to amend the Deficiency Agreement at any time to increase the obligations of the County thereunder.

The CCMUA owns and operates a sewage collection and treatment system which serves all County residents connected to local sewer collection systems. The CCMUA's system does not include the local sewage collection system of any CCMUA participant, but it owns and operates interceptor sewer lines connecting the local systems to the CCMUA's sewage treatment facilities.

The CCMUA is required to charge and collect service charges for the use of its facilities such that revenues of the CCMUA will at all times be adequate to pay all operating and maintenance expenses, including reserves, insurance, extensions and replacements, and to pay punctually the principal of and interest on any bonds and notes of the CCMUA and to maintain reserves and sinking funds therefor as may be required by the terms of any agreements with the holders thereof.

The gross debt as of December 31, 2019 for the CCMUA was \$208,465,889. The County guarantees up to \$685,500,000 of debt issued by the CCMUA.

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**CCMUA'S Outstanding Debt (as of December 31, 2019)**

<u>Purpose</u>	<u>Interest Rate</u>	<u>Date of Issue</u>	<u>Final Maturity Date</u>	<u>Amount Outstanding</u>
Sewer Revenue Bonds Series 2006A	3.45-4.05%	10-11-06	07-15-26	\$2,290,000
New Jersey Environmental Infrastructure Trust Program (Trust Loan Bonds and Notes):				
Refunding Series 2006A	5.00-5.25%	06-22-06	08-01-20	298,721
Refunding Series 2006A	5.00-5.25%	06-22-06	08-01-20	280,949
Series 2010A Refunding Series 2003A	4.00-5.00%	08-18-10	08-01-23	402,058
Series 2010A Refunding Partial Series 2006A	2.14%	08-18-10	08-01-24	609,100
Series 2012A	3.00-5.00%	05-03-12	08-01-31	11,255,000
Series 2012A	3.00-5.00%	05-03-12	08-01-31	830,000
Series 2012A-R Refunding Partial Series 2006A	3.125-4.00%	08-14-12	08-01-26	3,776,277
Series 2013A	3.00-5.00%	05-22-13	08-01-32	1,435,000
Series 2015A-1 (14)	3.00-5.00%	05-27-15	08-01-34	1,135,000
Series 2015A-1 (10)	3.00-5.00%	05-27-15	08-01-32	295,000
Series 2015A-R1 Refunding Series 2007A	3.00-5.00%	11-24-15	08-01-27	1,460,000
Series 2015A-2 (06)	3.00-5.00%	11-24-15	08-01-30	305,000
Series 2015A-2 (14)	3.00-5.00%	11-24-15	08-01-34	90,000
Series 2016A-R1 Refunding Series 2008A	4.50-5.00%	05-10-16	08-01-28	3,349,000
Series 2016A-R2 Refunding Series 2010B	4.50-5.00%	05-10-16	08-01-30	3,031,000
Series 2017A-R2 Refunding Series 2010A	4.00%	01-31-17	08-01-29	1,257,000
Series 2017A-1 (Green Bonds)	3.00-5.00%	05-25-17	08-01-46	1,315,000
Series 2018 CFP-18-1 (17)	0%	01-12-18	06-30-21	2,641,264
Series 2018 CFP-18-2 (18)	0%	03-20-18	06-30-21	76,164,967
Series 2018 CFP-18-3 (22)	0%	12-21-18	06-30-22	2,005,428
Series 2019 CFP-19-3 (13)	0%	06-21-19	06-30-22	10,226,713
Series 2019 CFP-19-1 (16)	0%	04-05-19	06-30-22	7,260,546
Series 2019 CFP-19-2 (23)	0%	05-15-19	06-30-22	4,200,000
Series 2019 CFP-19-4 (24)	0%	06-21-19	06-30-22	<u>3,785,476</u>
Total for Trust				<u>139,698,499</u>
New Jersey Environmental Infrastructure Trust Program (Fund Loan Bonds):				
Series 2000	0%	11-09-00	08-01-20	\$77,870
Series 2003	0%	11-06-03	08-01-23	803,686
Series 2006 B	0%	11-09-06	08-01-25	8,648,251
Series 2007 A	0%	11-08-07	08-01-27	3,586,160
Series 2008 A	0%	11-06-08	08-01-28	8,013,010
Series 2010 A	0%	03-20-10	08-01-29	1,108,929
Series 2010 B	0%	03-20-10	08-01-30	8,607,778
Series 2012A (PF)	0%	05-03-12	08-01-31	25,845,076
Series 2012A (CW)	0%	05-03-12	08-01-31	2,265,000
Series 2013A	0%	05-22-13	08-01-32	3,392,079
Series 2015A-1 (14)	0%	05-27-15	08-01-34	1,770,592
Series 2015A-1 (10)	0%	05-27-15	08-01-32	731,002
Series 2015A-2 (06)	0%	11-24-15	08-01-30	869,759
Series 2015A-2 (14)	0%	11-24-15	08-01-34	254,933
Series 2017A-1	0%	05-25-17	08-01-46	<u>2,793,265</u>
Total for Fund				<u>68,767,390</u>
Total Debt Outstanding:				<u>\$ 208,465,889</u>

Source: CCMUA

*The Camden County Improvement Authority*

The Camden County Improvement Authority (“CCIA”) is a public body corporate and politic of the State and was created by a resolution of the Board, adopted on March 20, 1979. The CCIA operates under the supervision of five members who are appointed by the Board for five-year staggered terms. The following table identifies those CCIA transactions in which the payment of debt service is secured either by payments pursuant to a County lease or loan agreement and/or a County guaranty. The CCIA has undertaken other bond issues; however, repayment of the debt in those transactions is secured by sources other than the County.

The CCIA has never failed to make timely payment of the principal of and/or interest on any of the bonds, notes or obligations described below.

The County has never failed to make timely payment of any payment obligations due pursuant to an agreement with the CCIA and pledged by the CCIA as security for CCIA bonds. **The County has never been required to make a payment pursuant to its guaranty of CCIA bonds or notes.**

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**CCIA'S DEBT UNDER A LEASE OR LOAN AGREEMENT WITH  
THE COUNTY OR GUARANTEED BY THE COUNTY  
(as of December 31, 2019) (Unaudited)**

<u>Purpose</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>Final Maturity Date</u>	<u>Amount Outstanding</u>
Outstanding Debt:				
Camden County Boathouse DRPA Loan	2.00%	10-21-04	02-01-28	\$461,253
County Guaranteed Loan Revenue Bonds (County Capital Program), 2009 Series A (Federally Taxable – Issuer Subsidy- Build America Bonds)	3.88-6.18%	12-02-09	01-15-27	12,300,000
General Obligation Revenue Bonds (Camden County College Project), Series 2010A-2 (Federally Taxable – Issuer Subsidy- Build America Bonds)	3.391-5.767%	12-16-10	02-15-23	2,885,000
General Obligation Revenue Bonds (Camden County College Project), Series 2010A-3 (Federally Taxable – Issuer Subsidy- Recovery Zone Economic Development Bonds)	6.782-7.082%	12-16-10	02-15-40	17,090,000
County-Guaranteed Loan Revenue Bonds, Series 2010 (Federally Taxable - Recovery Zone Economic Development Bonds)	3.89-6.28%	12-29-10	02-15-25	8,335,000
County Guaranteed Lease Revenue Refunding Bonds, Series A of 2011 <sup>(1)</sup>	3.00-4.00%	09-28-11	09-01-21	2,735,000
County Guaranteed Loan Revenue Bonds (County Capital Program), Series 2011	2.375-5.00%	12-23-11	01-15-26	15,990,000
County-Guaranteed Open Space Trust Fund Revenue Refunding Bonds, Series 2012	2.00-5.00%	05-17-12	06-01-23	6,375,000
County Guaranteed Lease Revenue Bonds (Camden County Technical Schools Energy Savings Improvement Program), Series 2012 <sup>(2)</sup>	2.00-4.00%	08-15-12	08-15-27	4,695,000
County Guaranteed Lease Revenue Refunding Bonds, Series A of 2012	3.00-5.00%	10-11-12	09-01-22	6,080,000
County Guaranteed Loan Revenue Bonds (County Capital Program), Series A of 2012	2.50-4.00%	11-13-12	01-15-28	5,485,000
County-Guaranteed Open Space Trust Fund Revenue Bonds, Series A of 2012	2.25-4.00%	11-20-12	06-01-27	4,350,000
General Obligation Revenue Bonds (Camden County College Project), Series 2013	2.00-4.00%	04-23-13	02-15-33	9,890,000
County Guaranteed Loan Revenue Bonds (County Capital Program) Series 2013	3.00-5.00%	12-12-13	01-15-29	7,085,000
County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project) Series 2014 (Taxable)	1.258-4.942%	07-15-14	07-15-37	20,400,000
County Guaranteed Lease Revenue Refunding Bonds, Series A of 2014 <sup>(3)</sup>	3.00-4.00%	10-10-14	12-15-25	12,240,000

<u>Purpose</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>Final Maturity Date</u>	<u>Amount Outstanding</u>
County Guaranteed Loan Revenue Bonds (County Capital Program) Series 2014	3.00-5.00%	12-18-14	01-15-31	11,810,000
County Guaranteed Revenue Bond (The Battleship New Jersey Project) Series 2015 <sup>(2)</sup>	2.87%	06-15-15	12-01-25	960,000
County Guaranteed Lease Revenue Refunding Bonds (County Capital Program), Series 2015	3.00-5.00%	06-18-15	09-01-27	9,885,000
County Guaranteed Lease Revenue Refunding Bonds (County College Project), Series 2015	3.00-5.00%	06-18-15	01-15-26	10,815,000
County Guaranteed Revenue Bonds (Camden Stadium Project), Series 2015 <sup>(2)</sup>	4.34%	08-07-15	07-15-35	4,475,000
County Guaranteed Loan Revenue Bonds (County Capital Program), Series A of 2015	5.00%	12-23-15	01-15-40	36,505,000
County Guaranteed Loan Revenue Refunding Bonds, Series B of 2015	2.00-5.00%	12-23-15	01-15-21	2,475,000
County Guaranteed Lease Revenue Refunding Bonds, Series 2016	2.00-5.00%	06-09-16	01-15-27	22,035,000
County Guaranteed Lease Revenue, Series 2016	2.00-5.00%	11-17-16	01-15-32	55,410,000
County Guaranteed Loan Revenue Bonds (County Capital Program), Series A of 2017	2.00-5.00%	11-15-17	01-15-39	19,190,000
County Guaranteed Loan Revenue Refunding Bonds, Series B of 2017	3.00-5.00%	11-15-17	01-15-29	24,170,000
County Guaranteed Loan Revenue Bonds (City Hall Renovations), Series 2018	3.25-5.00%	06-20-18	12-01-37	13,075,000
County Guaranteed Loan Revenue Bonds (Florio Land Acquisition), Series 2019	3.40%	05-31-19	07-15-25	2,580,000
County Guaranteed Loan Revenue Bonds, Series 2019	3.00-5.00%	12-10-19	01-15-39	48,815,000

Total Debt Outstanding: **\$398,596,253**

<sup>(1)</sup> On November 9, 2011, the County sold to the Camden County College (“County College”) the Regional Emergency Training Center located on approximately 40 acres of land in Gloucester Township which was financed and/or refinanced, in part, with the proceeds of the CCIA’s Bonds and the County assigned to the County College its outstanding Lease Payment obligations relating thereto pursuant to the terms of an Assignment and Assumption of Lease Agreement (Limited).

<sup>(2)</sup> Paid by sources other than the County but for which the County has provided a guaranty for the payment of principal of and interest, when due.

<sup>(3)</sup> \$3,025,000 of the County Guaranteed Lease Revenue Refunding Bonds, Series A of 2014 is paid by the Borough of Audubon (\$2,751,000) and the Borough of Mount Ephraim (\$274,000).

Source: The CCIA and the County.

In addition to the CCIA bond transactions listed in the table above, on October 21, 2004, the County entered into an Intergovernmental Reimbursement Agreement (“Reimbursement Agreement”), by and between the County and the CCIA, pursuant to the terms of which the County agreed to satisfy in their entirety the obligations of the CCIA to repay the principal of and interest on a loan in the original aggregate principal amount of \$1,000,000 advanced by the Delaware River Port Authority (“DRPA”) to the CCIA in 2006, in connection with a portion of the financing necessary to construct a boathouse facility (including, without limitation, a launching dock and a viewing gallery) located on the banks of the Cooper River along North Park Drive in the Township of Pennsauken. The repayment of the loan commences 39 months after the funds were released by the DRPA, payable in quarterly installments of \$15,197.04 over 23 years. Interest accrues at 2% beginning three years after the release of funds by the DRPA. Pursuant to the terms of the Reimbursement Agreement, the obligations of the County thereunder are subject to appropriation, by the Board, of the principal of and interest on the amounts due thereunder for such respective fiscal year, during the term of such Reimbursement Agreement.

Further, in August of 2003, the CCIA and the Casino Reinvestment Development Authority (“CRDA”) entered into an Intergovernmental Agreement (“Crossroads IGA”), pursuant to which the CRDA agreed to provide certain funds for the purpose of assisting the CCIA with the development and construction of the Crossroads Project. Such payments were to be made by allocating (by way of fund reservation) certain funds from the CRDA’s South Jersey Project Fund. The CRDA ultimately provided \$16,500,000 in grant funding to the CCIA, which was used by the CCIA to repay certain notes issued by the CCIA to finance the costs of acquisition of the Crossroads Site, environmental remediation, development and site preparation to allow for the undertaking of the Crossroads Project. As part of the conditions for the CRDA’s grant of funds, County was required to deliver to the CRDA a Payment and Performance Bond in the amount of \$16,500,000 (“County P&P Bond”), which could be called upon to complete the Crossroads Project if not otherwise completed by the CCIA or its designated developer (i.e., the Redeveloper). The County P&P Bond has subsequently been reduced to \$13,327,293 based upon certain repayments made to the CRDA by the CCIA pursuant to the Crossroads IGA. In addition, as a result of the substantial completion of the Crossroads Project, the CCIA, the County and the CRDA are actively seeking to terminate and release the County P&P Bond as permitted by the Crossroads IGA. However, as of the date hereof, the County P&P Bond remains outstanding.

### ***Pollution Control Financing Authority of Camden County***

Pursuant to the New Jersey Pollution Control Financing Law, constituting Chapter 376 of the Pamphlet Laws of 1973 of the State of New Jersey (N.J.S.A. 40:37C-1 et seq.), as amended and supplemented (“Pollution Control Law”), and the Solid Waste Management Act, constituting Chapter 39 of the Pamphlet Laws of 1970 of the State of New Jersey (N.J.S.A. 13:1E-1 et seq.), as amended and supplemented (“Solid Waste Management Act”), the State Legislature initiated a comprehensive statutory mechanism for the management of solid waste disposal in the State. Subsequently, as a result of certain rulings, the management of solid waste disposal within the State changed. See “The Atlantic Coast Decision of the United States Court of Appeals for the Third Circuit” below.

Acting pursuant to the Pollution Control Law, the Board established the Pollution Control Financing Authority of Camden County (“PCFA”) which implemented a County-wide solid waste disposal and resource recovery system, consisting of two primary components.

The first component is a 1,050 ton-per-day mass burn, waste-to-energy, facility, located in Camden City (“Resource Recovery Facility”). The Resource Recovery Facility was constructed and is owned and operated by Camden County Energy Recovery Associates, L.P. (“Partnership”), a New Jersey limited partnership. Prior to August 19, 2013, the general partner of the Partnership was a second-tier wholly-owned subsidiary of Foster Wheeler Ltd. On August 19, 2013, the prior general partner sold its partnership interest in the Partnership to a subsidiary of Covanta Energy Corporation.

Two solid waste franchises were granted by the New Jersey Department of Environmental Protection (“NJDEP”), which franchises, when granted, collectively required the disposal and processing of the municipal solid waste generated in each municipality within the County to occur at the Resource Recovery Facility and the Landfill (as hereinafter defined). The disposal and processing of the solid waste generates electrical energy, which is sold by the Partnership to an electric utility pursuant to a power purchase agreement. The second component is the Pennsauken Sanitary Landfill (“Landfill”) where disposal of bypass waste and residue from the operation of the Resource Recovery Facility and disposal of construction and demolition waste take place.

### ***The Financing of the Solid Waste Management System of the County***

In order to finance the infrastructure required to implement the County’s solid waste management system, including the construction of the Resource Recovery Facility, several series of bonds were previously issued by the PCFA, all of which have been fully amortized or paid. Accordingly, there are no remaining outstanding debt obligations of the PCFA related to the implementation of the County’s solid waste management system.

Notwithstanding the foregoing, the PCFA has specific ongoing reimbursement obligations pursuant to and in accordance with that certain Emergent Funding and Reimbursement Agreement, dated November 29, 2010, between the PCFA and the State, acting by and through the NJDEP (“Reimbursement Agreement”).

Pursuant to the Reimbursement Agreement, the PCFA was permitted to utilize certain unrestricted and restricted funds of the PCFA, and the State agreed to appropriate and provide certain monies to the PCFA, in an amount sufficient to pay the final principal payment and interest due on the PCFA’s then-outstanding solid waste resource recovery revenue bonds (“Remaining Bond Payment”). Specifically, pursuant to the Reimbursement Agreement: (i) the PCFA utilized \$1,550,305.55 of available funds in its bond indenture accounts; (ii) the PCFA utilized \$3,449,694.45 of its unrestricted funds; (iii) the State provided \$2,100,000 in funds to the PCFA from funds made available pursuant to an appropriation in the Fiscal Year 2011 Appropriations Act; and (iv) pursuant to an administrative consent order executed by the Commissioner of the NJDEP, dated November 29, 2010, the PCFA was permitted to utilize \$10,106,062.50 from its Statutory Escrow Accounts (“Statutory Accounts”) and \$8,000,000 from its Board of Public Utilities Closure Account (“BPU Closure Account” and together with the Statutory Accounts, the “Restricted PCFA Funds”), for the purpose of making the Remaining Bond Payment.

As a condition to the utilization of the Restricted PCFA Funds, the terms and provisions of the Reimbursement Agreement require the PCFA to provide annual reimbursement to the Restricted PCFA Funds of the amounts previously withdrawn, together with accrued interest thereon (“Total Reimbursement Amount”), in whole or in part, as applicable, by depositing certain available funds of the PCFA (including certain appropriations made by the State, if available) back into the PCFA Restricted Funds over a term of years (“NJDEP Reimbursement”). Specifically, the PCFA is required to include in its annual budget, beginning with its budget for fiscal year 2011, an amount equal to the “Estimated Net Available Funds” of the PCFA, which includes the estimated funds available for the reimbursement of the Restricted PCFA Funds, calculated as the estimated total annual gross receipts, revenues and proceeds estimated to be received by the PCFA from operations, dispositions or any other source, less all anticipated expenditures for such fiscal year, including, without limitation, all operating costs, payments on indebtedness, general and administrative expenses, and all reserves of the PCFA. On December 31 of such year, the PCFA is required to deposit into the Restricted PCFA Funds the actual amount of funds then available, together with any available appropriations made by the State to the PCFA in such year, for purposes of paying all or a portion of the Total Reimbursement Amount. Any amounts due and owing relative the Total Reimbursement Amount shall be carried over into the subsequent year until such time as the Total Reimbursement Amount is paid in full (anticipated within five (5) years from 2011). The parties to the Reimbursement Agreement are presently negotiating a Term Sheet regarding potential modifications of the Reimbursement Agreement. Until such negotiations are completed and the modifications of the Reimbursement Agreement are executed, the terms of the Reimbursement Agreement remain unchanged. At the present time, it is not possible to determine when the PCFA will be able to complete the reimbursement of the escrow funds. The Reimbursement Agreement provides that the reimbursement obligation shall continue from year to year until such time as the reimbursement obligation has been paid in full.

### ***The Atlantic Coast Decision of the United States Court of Appeals for the Third Circuit***

On May 1, 1997, in Atlantic Coast Demolition & Recycling, Inc. v. Board of Chosen Freeholders of Atlantic County, 112 F.3d. 652 (3d Cir. 1997), the United States Court of Appeals for the Third Circuit held that New Jersey's solid waste management system unconstitutionally discriminates against out-of-state operators of waste disposal facilities and, therefore, violates the Commerce Clause of the United States Constitution. Certain parties in the Atlantic Coast litigation filed a petition for writ of certiorari with the United States Supreme Court seeking a review of the decision of the Third Circuit. On November 10, 1997, the United States Supreme Court denied the petition for writ of certiorari.

Based upon the Atlantic Coast decision, the method used to select and operate the Resource Recovery Facility and the Landfill as the facilities designated for the disposal of all of the solid waste generated by each municipality within the County appeared to unconstitutionally restrict interstate commerce.

On January 29, 1996, following an interim ruling in the Atlantic Coast case which invalidated regulatory flow control for certain construction and demolition waste ("C&D Waste"), the PCFA reduced tipping fees for C&D Waste delivered to the Landfill to a reduced market rate. On November 17, 1997, following the denial of certiorari by the United States Supreme Court in the Atlantic Coast case, the Partnership unilaterally reduced system tipping fees being collected by the Partnership at the Resource Recovery Facility to a level less than that imposed by the PCFA. This was a response by the Partnership to price competition and the resulting decrease in the volume of solid waste being delivered for processing at the Resource Recovery Facility. Since that time, tipping fees at the Resource Recovery Facility have been reduced and/or increased to a market competitive rate in an effort to maximize operating revenues.

### ***The Response of the County to the Atlantic Coast Decision***

In an attempt to address, among other things, the structure of the County's solid waste management plan in the aftermath of the Atlantic Coast decision, on September 18, 1997, the Board adopted a resolution authorizing an amendment to the solid waste management plan of the County. The plan amendment is entitled "A Strategy for the Disposal of Solid Waste Generated Within the Camden County Solid Waste Management District and for the Satisfaction of Solid Waste Disposal Related Debt Obligations After the Implementation of the Atlantic Coast Court Decision" ("September 1997 Solid Waste Management Plan Amendment"). The September 1997 Solid Waste Management Plan Amendment directed that the PCFA procure disposal capacity using methods that comply with the laws governing public contracts and in a manner that does not discriminate against interstate commerce. Further, the PCFA was directed to continue to aggregate its disposal and administrative costs and impose a unified tipping fee on all waste collected for disposal within the County.

On November 14, 1997, the Commissioner of the NJDEP issued a certification with respect to the September 1997 Solid Waste Management Plan Amendment of the County ("NJDEP Certification"). The NJDEP granted approval with regard to that aspect of the September 1997 Solid Waste Management Plan Amendment governing the procurement of disposal capacity using methods that comply with the laws governing public contracts and in a manner that does not discriminate against interstate commerce. However, since the procurement process had not yet been completed, such NJDEP approval of this aspect of the September 1997 Solid Waste Management Plan Amendment was made contingent upon receipt by the NJDEP of a subsequent amendment or administrative action that documents the awarding of a nondiscriminatory bid contract(s).

Finally, the NJDEP determined to be unenforceable the establishment by the September 1997 Solid Waste Management Plan Amendment of flow control during the interim period between judicial abrogation of the then current disposal contracts and the completion of the procurement of new disposal capacity in a manner that does not discriminate against interstate commerce. The NJDEP has concluded that the lifting by the Third Circuit of the District Court's stay of the injunction against the enforcement of flow control precludes even this interim control of flow as anticipated by the September 1997 Solid Waste Management Plan Amendment.

For the purpose of responding to the remaining issues cited by the NJDEP Certification, on December 29, 1997, the Board adopted a resolution authorizing a further amendment to the solid waste management plan

of the County. The plan amendment is entitled “A Modified Strategy for the Disposal of Solid Waste Generated within the Camden County Solid Waste Management District, Following the November 10, 1997 Implementation of the Atlantic Coast decision, and Following the New Jersey Department of Environmental Protection’s Acceptance in Part, Rejection in Part and Remand in Part of Camden County Plan Amendment 81-9-97 Adopted September 18, 1997” (“December 1997 Solid Waste Management Plan Amendment”). In compliance with the NJDEP Certification, the December 1997 Solid Waste Management Plan Amendment deleted from the solid waste management plan of the County the establishment of flow control during the interim period between judicial abrogation of the disposal contracts and the completion of procurement of new disposal capacity in a manner that does not discriminate against interstate commerce.

The December 1997 Solid Waste Management Plan Amendment was submitted to the NJDEP for consideration of approval. On June 29, 1998, the Commissioner of the NJDEP issued a certification with respect to the December 1997 Solid Waste Management Plan Amendment. The NJDEP, among other things, (i) approved the deletion of the reference to the retention of regulatory flow control during the interim period prior to completion of nondiscriminatory reprourement, and (ii) approved the inclusion of a strategy to complete a nondiscriminatory procurement process and to thereby regulate the flow of waste as a market regulator (although the NJDEP stressed that separate approval of the actual results of such reprourement will be required).

On December 5, 1997, the PCFA opened bids and proposals submitted with respect to the reprourement by the PCFA of solid waste disposal services. For a period of time thereafter, the bids and proposals, as well as supplements thereto solicited by the PCFA during 2000, were considered by the PCFA and its professional advisors. During a portion of such period, the PCFA engaged in substantive negotiations with the Partnership, as one of the responding proposers, for the purpose of attempting to agree upon the final terms and conditions of a long-term solid waste services disposal agreement. Upon the completion of such process, the contract for the reprourement of solid waste disposal services was awarded by the PCFA to the Partnership. Such contract between the PCFA and the Partnership (the “Reprocurement Agreement”) was signed on July 25, 2001, and on such date such Reprocurement Agreement was submitted by the PCFA to the State for approval, in satisfaction of applicable statutory requirements. In response to the submission to the State by the PCFA, the State submitted questions to the PCFA via interrogatories. The PCFA responded to the interrogatories of the State on November 5, 2001 and has not received further communication from the State with regard to the Reprocurement Agreement. The period during which the State may approve or reject the Reprocurement Agreement has lapsed. The obligations of the PCFA and the Partnership pursuant to the terms of the Reprocurement Agreement were subject to the satisfaction of certain conditions precedent identified in the Reprocurement Agreement. Such conditions precedent were not satisfied by the specified date and, therefore, the Reprocurement Agreement has automatically terminated. No further reprourement agreements were executed. The 1985 Service Agreement between the PCFA and the Partnership expired on July 1, 2011.

### ***Proposed Dissolution of the PCFA***

The County has preliminarily determined that the best interests of the residents of the County would be served by the dissolution of the PCFA to be accomplished pursuant to the requirements of the Local Authorities Fiscal Control Law, N.J.S.A. 40A:5A-1, et seq., as amended and supplemented (“Local Authorities Fiscal Control Law”), including N.J.S.A. 40A:5A-20. The County has also preliminarily determined that the dissolution of the PCFA could result in savings to the County by reducing overall costs by combining operations and providing services in a more efficient manner.

In connection with the proposed dissolution, the County, the PCFA and the CCIA have collectively preliminarily determined that it would be in the best interests of the residents of the County for the CCIA to: (i) upon dissolution, on a going-forward basis, assume the responsibility and otherwise provide for the payment of all creditors or obligees of the PCFA, (ii) assume ownership of the Landfill, and (iii) provide all of those services previously provided by the PCFA. On April 14, 2011, the Commissioners of the CCIA adopted a resolution preliminarily authorizing the CCIA, upon dissolution, on a going-forward basis, to assume



responsibility and otherwise provide for the payment of all creditors and obligees of PCFA upon dissolution of PCFA and to assume ownership and operation of the Landfill (“CCIA Assumption Resolution”).

Finally, the PCFA has preliminarily determined to voluntarily accede to the dissolution and to cooperate with the County and the CCIA in connection with the dissolution and transfer of the Landfill and other assets of the PCFA to CCIA. To that end, the PCFA adopted resolutions on March 22, 2011 and May 24, 2011, preliminarily authorizing the dissolution and the transfer of the PCFA’s assets and liabilities to the CCIA.

Pursuant to Section 20 of the Local Authorities Fiscal Control Law, the PCFA may be dissolved by the County, subject to approval of the Local Finance Board. On May 19, 2011, the Board of Chosen Freeholders of the County introduced an ordinance authorizing the dissolution of the PCFA and making certain other determinations in connection therewith (“Dissolution Ordinance”). The Dissolution Ordinance provides, as a condition to dissolution, for the CCIA to provide, upon dissolution, on a going-forward basis, for the payment of all creditors and obligees of the PCFA (including the NJDEP). The CCIA Assumption Resolution provides for the CCIA, upon dissolution, on a going-forward basis, to be responsible for all of the PCFA’s outstanding obligations (including the NJDEP Reimbursement) and for the provision of all the services previously provided by the PCFA, including ownership and operation of the Landfill and to take possession of any and all assets and property (including real property), rights and privileges of the PCFA, including contract rights, permits, claims, defenses, causes of action, and all tangible and intangible interests.

In accordance with the Local Authorities Fiscal Control Law, the County and the CCIA may in the future complete an application to be submitted to the Local Finance Board seeking approval for the final adoption of the Dissolution Ordinance. As of the date hereof, however, no such application has been filed. If an application is made and approved by the Local Finance Board for the final adoption of the Dissolution Ordinance, the County, the PCFA and the CCIA shall undertake and complete all legal and procedural requirements necessary to effectuate the dissolution of the PCFA and the transfer of the PCFA’s assets and liabilities to the CCIA as described above. Additionally, upon determination to proceed with the filing of an application to the Local Finance Board, the PCFA and the CCIA shall undertake and complete all necessary procedural and legal requirements relative to the transfer of the Landfill and related assets to the CCIA upon dissolution of the PCFA.

### ***Litigation Concerning the Pennsauken Sanitary Landfill***

The PCFA acquired the Pennsauken Sanitary Landfill (“Landfill”) from the Township of Pennsauken (“Pennsauken”) and the Pennsauken Solid Waste Management Authority (“PSWMA”) in December 1991, pursuant to the provisions of the Amended and Restated Operations Transfer Agreement, dated October 11, 1991 (the “AROTA”), among the PCFA, the PSWMA, Pennsauken and the County. Prior to that time, the Landfill was operated by the PSWMA on land owned by Pennsauken. Since acquisition the PCFA has continued to operate the Landfill for disposal of bypass waste, residue from the operation of the Resource Recovery Facility, and the disposal of construction and demolition waste.

There are long-standing claims regarding the remediation of the contamination of the Landfill. The PSWMA executed an Administrative Consent Order (“ACO”) with the New Jersey Department of Environmental Protection in December 1988. The ACO obligated the PSWMA to remediate contamination caused by the Landfill. The PCFA assumed the remediation obligations of the PSWMA pursuant to the AROTA. The PCFA, PSWMA and Pennsauken were plaintiffs in ongoing litigation seeking the recovery of costs associated with remediation necessary pursuant to the ACO. Counterclaims were made against Pennsauken. Pennsauken was represented by counsel for one of its insurance carriers. Trial in this litigation commenced on January 20, 2009. By the end of the second day of trial, all claims in the litigation were settled in principle. The PCFA and some defendants continue to review and execute settlement agreements. Pursuant to the settlement agreements, all defendants have been given releases and indemnification protection by the PCFA and Pennsauken. Settlement documents with Ward Sand and Materials Company and James D. Morrissey, Inc. (the “Ward Sand parties”) (the prior landfill owner and operator) are in the process of being finalized. In the meantime, the Ward Sand parties have satisfied their payment obligations. Pursuant to the ACO, the PCFA is primarily responsible for the liability associated with the contamination at the Landfill either directly as a successor to the PSWMA under the ACO or indirectly through the indemnification provisions of

the AROTA. In the event that the litigation settlement proceeds are not sufficient to remediate the contamination at the Landfill, Pennsauken could be potentially responsible pursuant to the indemnification provisions in the various settlement agreements. Additionally, it is possible that the County could be responsible for all or a portion of such liability under the AROTA. To date, \$15,603,370.29 in settlement proceeds have been collected from all of the settling parties. Recent estimates project that the PCFA has sufficient funds to complete its remediation obligations. They are premised on the designed system accomplishing the remediation as presently designed. Design modifications could be necessary. Additionally, it is presently anticipated that the remediation can accomplish the desired goals in approximately 10-30 years. Contingencies could arise which could impact the design of the remediation system or the length of time in which it must be in operation. For example, the NJDEP has recently requested that the PCFA investigate additional contaminants detected in nearby potable water supply wells. It is the PCFA's position that this a regional issue and not attributable solely to the PCFA. This investigation is ongoing. Therefore, it is impossible to determine at this time what the exact cost of the PCFA's remediation obligations will be. While it is impossible to estimate the likelihood of such an outcome, any such liability of the PCFA and/or the County could have a material adverse impact upon their respective financial conditions. In the event of a dissolution of the PCFA, any existing or potential liabilities of the PCFA would pass to the CCIA.

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**APPENDIX B**

**Excerpt of Report of Audit of Financial Statements of the County**

## **INDEPENDENT AUDITOR'S REPORT**

The Honorable Director and  
Members of the County Board of Chosen Freeholders  
County of Camden  
Camden, New Jersey 08102

### **Report on the Financial Statements**

We have audited the accompanying statements of assets, liabilities, reserves and fund balance - regulatory basis of the various funds of the County of Camden, State of New Jersey, as of December 31, 2018 and 2017, and the related statements of operations and changes in fund balance - regulatory basis for the years then ended, and the related statement of revenues - regulatory basis, statement of expenditures - regulatory basis, and statement of general fixed asset group of accounts - regulatory basis for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Division of Local Government Services, Department of Community Affairs, State of New Jersey; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and in compliance with audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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## **Opinions**

### *Basis for Adverse Opinion on Accounting Principles Generally Accepted in the United States of America*

As described in note 1 to the financial statements, the financial statements are prepared by the County on the basis of the financial reporting provisions of the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a basis of accounting other than accounting principles generally accepted in the United States of America, to meet the requirements of the State of New Jersey.

The effects on the financial statements of the variances between the regulatory basis of accounting described in note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

### *Adverse Opinion on Accounting Principles Generally Accepted in the United States of America*

In our opinion, because of the significance of the matter discussed in the "*Basis for Adverse Opinion on Accounting Principles Generally Accepted in the United States of America*" paragraph, the financial statements referred to above do not present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the County of Camden, State of New Jersey, as of December 31, 2018 and 2017, or the results of its operations and changes in fund balance for the years then ended.

### *Opinion on Regulatory Basis of Accounting*

In our opinion, the financial statements referred to previously present fairly, in all material respects, the assets, liabilities, reserves and fund balance - regulatory basis of the various funds of the County of Camden, State of New Jersey, as of December 31, 2018 and 2017, and the results of its operations and changes in fund balance - regulatory basis of such funds for the years then ended, and the revenues - regulatory basis and expenditures - regulatory basis of the various funds, and general fixed asset group of accounts - regulatory basis, for the year ended December 31, 2018, in conformity with accounting principles and practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, as described in note 1.

## **Emphasis of Matter**

### *Adoption of New Accounting Principles*

As discussed in note 1 to the financial statements, during the year ended December 31, 2018, the County adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions*. The adoption of this new accounting principle resulted in a material note disclosure (see note 9). As a result of the regulatory basis of accounting, described in the previous paragraph, the implementation of this Statement only required financial statement disclosures. Our opinions are not modified with respect to this matter.

**Other Matters**

*Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The supplemental statements and schedules presented for the various funds, as listed in the table of contents, are presented for purposes of additional analysis as required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and are not a required part of the basic financial statements.

The supplemental statements and schedules presented for the various funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental statements and schedules described in the previous paragraph are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated August 28, 2019 on our consideration of the County of Camden, State of New Jersey, internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County of Camden's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County of Camden's internal control over financial reporting and compliance.

Respectfully submitted,



BOWMAN & COMPANY LLP  
Certified Public Accountants  
& Consultants



Michael D. Cesaro  
Certified Public Accountant  
Registered Municipal Accountant

Voorhees, New Jersey  
August 28, 2019

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE  
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

**INDEPENDENT AUDITOR'S REPORT**

The Honorable Director and  
Members of the County Board of Chosen Freeholders  
County of Camden  
Camden, New Jersey 08102

We have audited, in accordance with the auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, the financial statements prepared on a regulatory basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, of the County of Camden, State of New Jersey, as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated August 28, 2019. That report indicated that the County of Camden's financial statements were not prepared in accordance with accounting principles generally accepted in the United States of America, but were prepared on a regulatory basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey. Our report on the financial statements included an emphasis of matter paragraph describing the adoption of a new accounting pronouncement.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the County of Camden's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County of Camden's internal control. Accordingly, we do not express an opinion on the effectiveness of the County of Camden's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County of Camden's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, in considering the County's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,



BOWMAN & COMPANY LLP  
Certified Public Accountants  
& Consultants



Michael D. Cesaro  
Certified Public Accountant  
Registered Municipal Accountant

Voorhees, New Jersey  
August 28, 2019



**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statements of Assets, Liabilities, Reserves, and Fund Balance -- Regulatory Basis  
 As of December 31, 2018 and 2017

<u>Assets</u>	<u>Ref.</u>	<u>2018</u>	<u>2017</u>
Regular Fund:			
Cash	SA-1	\$ 252,927,853.73	\$ 260,833,730.31
Change Funds	SA-3	1,190.00	1,190.00
Other Grants Receivable	SA-8	4,247,634.12	4,062,525.99
		<u>257,176,677.85</u>	<u>264,897,446.30</u>
Receivables with Full Reserves:			
Revenue Accounts Receivable	SA-6	129,598.46	177,268.78
Due From Bank	SA-1		2,430.00
Due from United States Department of Treasury	SA-1	11,032.13	11,032.13
Due from Federal and State Grant Fund	SA-9	1,828,466.59	
Due from General Capital Fund	SC-8	817,294.69	
		<u>2,786,391.87</u>	<u>190,730.91</u>
Total Regular Fund		<u>259,963,069.72</u>	<u>265,088,177.21</u>
Federal and State Grant Fund:			
Due From Current Fund	SA-9		1,922,814.25
Federal and State Grants Receivable	SA-7	72,378,762.54	58,079,355.63
Total Federal and State Grant Fund		<u>72,378,762.54</u>	<u>60,002,169.88</u>
Total Assets		<u>\$ 332,341,832.26</u>	<u>\$ 325,090,347.09</u>

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statements of Assets, Liabilities, Reserves, and Fund Balance -- Regulatory Basis  
 As of December 31, 2018 and 2017

<u>Liabilities, Reserves and Fund Balance</u>	<u>Ref.</u>	<u>2018</u>	<u>2017</u>
Regular Fund:			
Liabilities:			
Appropriation Reserves	A-3 SA-10	\$ 26,848,852.96	\$ 30,261,413.47
Reserve for Encumbrances	SA-11	11,418,422.04	9,923,387.60
Reserve for Encumbrances - Other Grants	SA-11	166,096.24	168,540.21
Payroll Deductions Payable	SA-12	2,983,332.58	3,098,356.54
Due to Federal and State Grant Fund	SA-9		1,922,814.25
Due to Trust - County Open Space	SB-36	8,370,467.71	7,141,132.36
Due to Trust - CCPD	SB-46	40,467,838.56	42,755,120.43
Due to Trust - Other Funds	SB-4	65,350,502.37	57,794,342.61
Due to General Capital	SC-8		28,289,564.81
Due to County Library Fund	SA-14	10,102,384.87	8,433,243.60
Due to State of New Jersey:			
Realty Transfer Fees	SA-13	652,929.05	2,068,082.75
Reserve for Other Grants:			
Appropriated	SA-16	1,537,428.99	964,798.32
Reserve for Contract Settlement	SA-18	2,327,613.71	3,022,500.00
		<u>170,225,869.08</u>	<u>195,843,296.95</u>
Reserve for Receivables		2,786,391.87	190,730.91
Fund Balance	A-1	86,950,808.77	69,054,149.35
		<u>259,963,069.72</u>	<u>265,088,177.21</u>
Federal and State Grant Fund:			
Reserve for Federal and State Grants			
Appropriated	SA-15	54,989,551.43	50,301,243.23
Unappropriated	SA-17	86,327.00	8,685.00
Due To Current Fund	SA-9	1,828,466.59	
Reserve for Encumbrances	SA-11	15,319,797.17	9,537,621.30
Accrued Salaries		154,620.35	154,620.35
		<u>72,378,762.54</u>	<u>60,002,169.88</u>
Total Liabilities, Reserves, and Fund Balance		<u>\$ 332,341,832.26</u>	<u>\$ 325,090,347.09</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statements of Operations and Changes in Fund Balance -- Regulatory Basis  
 For the Years Ended December 31, 2018 and 2017

	<u>Revenue and Other Income Realized</u>	<u>2018</u>	<u>2017</u>
Fund Balance Utilized		\$ 17,417,382.00	\$ 16,148,579.00
Miscellaneous Revenues Anticipated		99,232,614.13	88,942,902.50
Receipts from Current Taxes		312,951,834.00	308,631,000.00
Non-Budget Revenue		10,745,102.23	5,501,978.68
Other Credits to Income:			
Unexpended Balance of Appropriation Reserves		23,795,282.98	11,713,003.38
Cancellations -			
Outstanding Checks		57,231.35	42,061.99
Reserve for Other Grants		7,566.38	3,500.00
Refund of Prior Period Expense		15,230.00	87,434.21
Due to Federal & State Grant Funds -			
Cancellation of Reserves for Federal & State Grants		3,061,656.50	2,189,495.28
Liquidation of Reserve for:			
Due from Federal and State Grant Fund			5,607,258.45
Due from Bank		2,430.00	
		<hr/>	<hr/>
Total Income		467,286,329.57	438,867,213.49
		<hr/>	<hr/>
	<u>Expenditures</u>		
Budget and Emergency Appropriations:			
Operations:			
Salaries and Wages		118,631,718.00	113,859,261.00
Other Expenses		230,453,674.25	222,077,597.34
Deferred Charges and Statutory Expenditures		30,116,550.46	28,444,048.98
Debt Service		45,980,440.51	41,896,865.07
Capital Improvement Fund		1,000,000.00	500,000.00
Cancellation of Other Grants Receivable		7,500.00	3,499.99
Due to Federal & State Grant Funds -			
Cancellation of Federal/State Grants Receivable		3,113,496.04	2,074,325.59
Creation of Reserve for:			
Due from Federal and State Grant Fund		1,828,466.59	
Due from General Capital Fund		817,294.69	
Due from United States Department of Treasury			11,032.13
Due from Bank			2,430.00
Refund of Prior Year Revenue		23,147.61	24,233.19
		<hr/>	<hr/>
Total Expenditures		431,972,288.15	408,893,293.29
		<hr/>	<hr/>
Excess in Revenue		35,314,041.42	29,973,920.20
	<u>Fund Balance</u>		
Balance Jan. 1		69,054,149.35	55,228,808.15
		<hr/>	<hr/>
Decreased by:			
Utilized as Anticipated Revenue		17,417,382.00	16,148,579.00
		<hr/>	<hr/>
Balance Dec. 31		\$ 86,950,808.77	\$ 69,054,149.35
		<hr/> <hr/>	<hr/> <hr/>

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
Statement of Revenues -- Regulatory Basis  
For the Year Ended December 31, 2018

	<u>Anticipated</u>		<u>Realized</u>	<u>Excess or (Deficit)</u>
	<u>Budget</u>	<u>Special N.J.S.40A:4-87</u>		
Surplus Anticipated	\$ 17,417,382.00		\$ 17,417,382.00	
Miscellaneous Revenues:				
Local Revenues:				
County Clerk / Register of Deeds	6,984,803.00		6,988,492.01	\$ 3,689.01
Surrogate	578,972.00		545,627.40	(33,344.60)
Sheriff	2,203,792.00		2,267,480.63	63,688.63
Interest on Investments and Deposits	665,930.00		2,008,966.65	1,343,036.65
Public Health Environmental Fees	328,182.00		272,697.00	(55,485.00)
County Adjuster	145,527.00		95,028.52	(50,498.48)
Grant Fringe Benefit Revenue	13,295,703.00		12,854,895.71	(440,807.29)
Parks Department	260,372.00		178,078.07	(82,293.93)
Road Opening Fees	350,000.00		350,000.00	
State Aid:				
State Aid - County College Bonds	1,721,281.00		1,721,281.88	0.88
City of Camden - Maintenance of City Hall	111,826.00		132,158.00	20,332.00
Division of Public Welfare - Title IV-D Program	603,227.00		573,213.60	(30,013.40)
State Assumption of Social & Welfare Services & Psychiatric Facilities:				
Supplemental Security Income	1,290,844.00		1,440,568.00	149,724.00
DDD	123,000.00			(123,000.00)
<u>Federal and State Grants:</u>				
US Department of Housing & Urban Development				
Emergency Solutions Grant 18-19		\$ 194,143.00	194,143.00	
Home Investment Partnership 15-16		140,492.00	140,492.00	
Home Investment Partnership 18-19		1,116,674.00	1,116,674.00	
US Department of Justice				
Pass thru City of Camden				
Camden County Prosecutor's Office - JAG Program FY 2016		10,000.00	10,000.00	
Camden County Sheriff's Office - JAG Program FY 2017		10,000.00	10,000.00	
Executive Office of the President, Office of the National Drug Control Policy				
Joint Camden HIDTA Task Force 18		745,240.00	745,240.00	
NJ Department of Environmental Protection				
Clean Communities Entitlement 18		122,094.03	122,094.03	
County Environmental Health Act CEHA 18		298,804.00	298,804.00	
Recycling Enhancement Act Tax Fund 2017		480,122.00	480,122.00	
NJ Department of Health & Senior Services				
Area Plan 17		8,130.00	8,130.00	
Area Plan 18		395,285.00	395,285.00	
Area Plan 19		3,821,841.00	3,821,841.00	
Bioterrorism Preparedness 17-18		296,483.00	296,483.00	
Childhood Lead Poisoning Prevention 16-19		8,000.00	8,000.00	
Childhood Lead Poisoning Prevention 17-18	295,122.00		295,122.00	
Childhood Lead Poisoning Prevention 18-19		434,000.00	434,000.00	
Sexually Transmitted Diseases 18-19		105,319.00	105,319.00	
Special Child Health Services 18-19		305,797.00	305,797.00	
State Health Insurance Program 18 (SHIP)		33,000.00	33,000.00	
Tanning Facility Registration & Inspection Project 17-18		3,020.00	3,020.00	
Tuberculosis Control Grant 18-19		107,603.00	107,603.00	
NJ Department of Human Services				
Child Care Resource & Referral 17-18	385.00	13,229.26	13,614.26	
Child Care Resource & Referral 18-19		3,434,043.00	3,434,043.00	
Comprehensive Alcohol & Drug Abuse Grant 19		1,504,659.00	1,504,659.00	
Social Services for the Homeless 18		68,581.00	68,581.00	
Social Services for the Homeless 19		1,096,782.00	1,096,782.00	
Special Initiative & Transportation 19		511,616.00	511,616.00	
NJ Department of Labor & Workforce Development				
Work First New Jersey WFNJ 18-19		5,895,148.00	5,895,148.00	
Workforce Innovation & Opportunity Act 18-19		3,549,989.00	3,549,989.00	
Workforce Learning Link 18-19		151,000.00	151,000.00	
Work First New Jersey - SmartSTEPS 18-19		8,025.00	8,025.00	
NJ Department of Law & Public Safety				
Click It or Ticket 2018		5,500.00	5,500.00	
County DWI Enforcement Project 17-18		40,000.00	40,000.00	
County DWI Enforcement Project 18-19		40,000.00	40,000.00	
Drive Sober or Get Pulled Over 18		5,500.00	5,500.00	
Family Court Services 18		464,649.00	464,649.00	
Hazardous Materials Emergency Planning HMEP FY17		20,500.00	20,500.00	
Insurance Fraud Reimbursement Program	250,000.00		250,000.00	
Juvenile Detention Alternatives Initiative - Innovation Funding 18	124,000.00		124,000.00	
Sexual Assault Response Team/Nurse Examiner 17-18		163,660.00	163,660.00	
State Facilities Education Act SFEA 18-19		180,000.00	180,000.00	
State/Community Partnership 18		582,363.00	582,363.00	
State and Community Highway Safety Grant Project 18		54,800.00	54,800.00	
Traffic Safety Task Force	57,137.00		57,137.00	
Victim Witness Advocacy 17-18		502,398.00	502,398.00	
Victim Witness Advocacy - DV Advocate 17-18		1,934.00	1,934.00	

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
Statement of Revenues -- Regulatory Basis  
For the Year Ended December 31, 2018

	<u>Anticipated</u>		<u>Realized</u>	<u>Excess or (Deficit)</u>
	<u>Budget</u>	<u>Special N.J.S.40A:4-87</u>		
NJ Department of Law & Public Safety (Cont'd)				
Victim Witness Advocacy - DV Advocate 18-19		\$ 57,852.00	\$ 57,852.00	
Homeland Security Grant Program 18		283,015.80	283,015.80	
NJ Department of Transportation				
Annual Transportation Program (ATP)		9,506,278.00	9,506,278.00	
Federal and Market Street Feeder Road Improvements		10,000,000.00	10,000,000.00	
Haddon Avenue Gateway Project		124,702.82	124,702.82	
Harrison Avenue Extension Study		150,000.00	150,000.00	
Local Bridge Future Needs (LBFN) FY 2018		1,411,980.00	1,411,980.00	
Route 30 Camden Feeder Road		500,000.00	500,000.00	
Route 70 Camden Feeder Road North 27th Street Study		350,000.00	350,000.00	
Regional GIS Implementation & Coordination 18-19		30,000.00	30,000.00	
Supportive Regional Highway Planning Program 18-19		44,015.00	44,015.00	
Transit Support Program TSP 18-19		41,500.00	41,500.00	
NJ Department of Treasury, Governor's Council on Alcoholism & Drug Abuse				
Municipal Alliance Grant 18		617,801.00	617,801.00	
<u>Other Grants:</u>				
21st Century Policing Project Grant		190,658.00	190,658.00	
Building Capacity for Data Sharing Grant		20,000.00	20,000.00	
CCCTMA Transportation Demand Reimbursement Program 2017		151.34	151.34	
CCCTMA Transportation Demand Reimbursement Program 2018		4,500.00	4,500.00	
Household Hazardous Waste Program 2018		50,000.00	50,000.00	
Improvements to Hampton Road SSA		258,000.00	258,000.00	
Park Bench Donation Program		5,500.00	5,500.00	
Innovation Planning Challenge Grant		100,000.00	100,000.00	
Public Health Priority Funding 19 PHPF		333,276.00	333,276.00	
Safety & Justice Challenge - Innovation Fund Competition Grant		50,000.00	50,000.00	
Transportation and Community Development Initiative TCDI 19		100,000.00	100,000.00	
Regional Trails Program	\$ 214,575.00		214,575.00	
<u>Other Special Items:</u>				
Register of Deeds Copy Machine Revenue	33,392.00		49,267.90	\$ 15,875.90
Motor Vehicle Fine Fund	3,000,272.00		3,000,272.00	
General Support Claims	127,867.00		206,309.30	78,442.30
South Jersey Port PILOT	419,000.00		419,000.00	
Added and Omitted Taxes	1,016,855.00		1,016,855.00	
Library Debt Service	356,345.00		356,345.00	
Indirect Costs	3,139,608.00		3,862,054.91	722,446.91
Inmate Welfare - Room & Board	250,000.00			(250,000.00)
Reserve to Pay Bonds	3,621,338.00		3,621,338.00	
Bail Forfeiture	300,000.00		300,000.00	
Weights and Measures	22,175.00		5,469.00	(16,706.00)
Camden County Tech School - Interlocal	450,000.00		450,000.00	
DYFS Breakfast/Lunch	14,496.00		80,504.80	66,008.80
Hall of Justice Rented Space	39,615.00		39,615.00	
Department of Treasury - Build America Bonds	1,173,674.00		1,096,223.50	(77,450.50)
Maintenance of Open Space	3,200,000.00		3,200,000.00	
Miscellaneous Revenue Anticipated	46,769,315.00	51,159,653.25	99,232,614.13	1,303,645.88
Amount to be Raised by Taxes	312,951,834.00		312,951,834.00	
Budget Totals	377,138,531.00	51,159,653.25	429,601,830.13	1,303,645.88
Non-budget Revenues			10,745,102.23	10,745,102.23
	<u>\$ 377,138,531.00</u>	<u>\$ 51,159,653.25</u>	<u>\$ 440,346,932.36</u>	<u>\$ 12,048,748.11</u>

(Continued)

**COUNTY OF CAMDEN**  
Statement of Revenues -- Regulatory Basis  
For the Year Ended December 31, 2018

Analysis of Realized Revenues

Interest on Investments and Deposits:		
Collected by County Treasurer	\$	1,948,245.32
Revenue Accounts Receivable:		
Surrogate		726.46
Sheriff		59,994.87
		<u>59,994.87</u>
	\$	<u>2,008,966.65</u>
Vending Machines:		
Revenue Accounts Receivable - Register of Deeds	\$	4,131.90
Other Treasurer Receipts		45,136.00
		<u>45,136.00</u>
	\$	<u>49,267.90</u>
Indirect Costs:		
Collected by County Treasurer	\$	3,269,051.91
Library Pension Contribution		593,003.00
		<u>593,003.00</u>
	\$	<u>3,862,054.91</u>

Analysis of Non-Budget Revenues

Miscellaneous Revenue not Anticipated:		
Administration	\$	98,774.13
ARRA Settlement		2,735,136.90
Board of Social Services		518,502.17
Boat House Revenue		575,284.15
Buildings and Operations		14,240.00
City of Camden		478,349.00
Camden County Insurance Commission		231,355.00
Child Support Fees		1,062.00

(Continued)

**COUNTY OF CAMDEN**  
Statement of Revenues -- Regulatory Basis  
For the Year Ended December 31, 2018

Analysis of Non-Budget Revenues (Cont'd)

Miscellaneous Revenue not Anticipated (Cont'd):

Department of Corrections	\$	3,315.80
Discoveries		6,515.37
Elections Management and Coordination		332,750.00
Fuel Reimbursement		160,628.97
Golf Academy		111,974.09
Gloucester County Inmates		644,974.30
Health Department - Project Lifesaver		835.00
Health Service Center Auction		82,156.69
Hispanic Affairs		1,395.00
Inmates SCLS		12,994.00
Inmates HEDS		74,106.00
Insurance		727,592.17
Miscellaneous		280,740.25
Parks Department		14,545.26
Payroll Deductions		1,195.36
Planning Board		113,463.28
Prescription Reimbursement		1,057,297.45
Probation		4,177.94
Prosecutors Office		89,310.70
Rent - 5th Floor City Hall		295,341.71
Rent - Care Finders		20,100.00
Rent - Gateway		58,437.50
Rent - NCADD-NJ		47,924.26
Rent - Center for Family Service		35,090.00
Rent - Way of the Spirit Ministries		27,437.50
Rent - 2600 Mt. Ephraim Ave		631,614.12
Rent - Youth One Stop		319,315.37
Rowan & Rutgers Board of Governors		10,000.00
Senior Cit. Day Care		3,676.83
Senior Services		2,677.00
Social Security Administration for Inmates		60,600.00
Third Party		43,919.47
Vicinage 04 Field Operations		47,778.75
WTC Rent		768,518.74
		768,518.74
	\$	10,745,102.23

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Paid or Charged	Expended		Unexpended Balance Canceled
	Budget	Budget After Modification		Encumbered	Reserved	
<u>General Government:</u>						
Board of Chosen Freeholders						
Salary and Wages	\$ 162,001.00	\$ 162,001.00	\$ 162,000.80		\$ 0.20	
Other Expenses	1,930.00	1,930.00	643.61	\$ 162.11	1,124.28	
Department of Personnel						
Salary and Wages	461,776.00	566,776.00	564,006.22		2,769.78	
Other Expenses	127,358.00	127,358.00	120,120.25	2,510.76	4,726.99	
Internal Audit						
Salary and Wages	216,962.00	217,962.00	216,962.71		999.29	
Other Expenses	2,000.00	2,000.00	503.85	279.27	1,216.88	
County Administrator						
Salary and Wages	1,405,559.00	1,445,559.00	1,445,456.31		102.69	
Other Expenses	142,799.00	142,799.00	80,026.49	6,561.24	56,211.27	
Constituent Services & Hispanic Affairs						
Salary and Wages	416,509.00	451,509.00	446,997.65		4,511.35	
Other Expenses	76,200.00	76,200.00	45,874.95	11,114.01	19,211.04	
County Counsel						
Salary and Wages	1,401,945.00	1,251,945.00	1,210,461.58		41,483.42	
Other Expenses	840,500.00	840,500.00	639,789.60	74,003.19	126,707.21	
Media Relations						
Other Expenses	43,915.00	43,915.00	30,459.44		13,455.56	
Clerk of the Board						
Salary and Wages	469,369.00	629,369.00	621,652.44		7,716.56	
Other Expenses	1,250.00	1,250.00	980.86	16.14	253.00	
Public Information						
Salary and Wages	178,602.00	178,602.00	178,601.79		0.21	
Other Expenses	740,400.00	740,400.00	725,694.84	11,864.72	2,840.44	
County Adjuster						
Salary and Wages	284,533.00	359,533.00	203,950.28		155,582.72	
Other Expenses	67,350.00	67,350.00	4,128.47	1.53	63,220.00	
County Treasurer						
Salary and Wages	16,500.00	16,500.00			16,500.00	
Other Expenses	201,500.00	201,500.00	167,772.94		33,727.06	
Court House						
Salary and Wages	392,776.00	467,776.00	461,791.00		5,985.00	
Other Expenses	7,648,561.00	7,648,561.00	6,353,561.10	1,201,598.43	93,401.47	
Institutional Building & Maintenance						
Salary and Wages	72,790.00	75,290.00	74,121.96		1,168.04	
Other Expenses	1,407,858.00	1,407,858.00	1,023,777.52	364,172.34	19,908.14	
Special Events						
Salary and Wages	786,702.00	926,702.00	924,818.42		1,883.58	
Other Expenses	1,785,100.00	2,030,100.00	1,776,125.44	82,443.84	171,530.72	

(Continued)



**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Paid or Charged	Expended		Unexpended Balance Canceled
	Budget	Budget After Modification		Encumbered	Reserved	
<b>General Government (Cont'd):</b>						
Graphics						
Salary and Wages	\$ 96,950.00	\$ 97,450.00	\$ 97,412.24		\$ 37.76	
Other Expenses	25,000.00	25,000.00	9,018.89	\$ 8,020.83	7,960.28	
Mail Room						
Salary and Wages	231,949.00	248,949.00	246,605.39		2,343.61	
Other Expenses	2,314,150.00	2,314,150.00	2,007,964.35	251,438.00	54,747.65	
Veterans' Service Bureau						
Salary and Wages	356,937.00	356,937.00	308,470.93		48,466.07	
Other Expenses	123,610.00	123,610.00	87,202.60	16,713.86	19,693.54	
Telecommunications						
Salary and Wages	82,500.00	82,500.00	79,703.26		2,796.74	
Other Expenses	875,000.00	732,000.00	514,456.71	206,433.70	11,109.59	
Sustainability						
Salary and Wages	50,000.00	50,000.00			50,000.00	
Other Expenses	36,100.00	71,100.00	29,002.63	39,313.61	2,783.76	
<b>General Government Total</b>	<b>23,544,941.00</b>	<b>24,182,941.00</b>	<b>20,860,117.52</b>	<b>2,276,647.58</b>	<b>1,046,175.90</b>	
<b>Regulation:</b>						
Board of Elections						
Salary and Wages	649,520.00	674,520.00	666,908.55		7,611.45	
Other Expenses	828,692.00	828,692.00	643,590.68	41,366.69	143,734.63	
Superintendent of Elections						
Salary and Wages	745,000.00	745,000.00	699,284.60		45,715.40	
Other Expenses	362,500.00	362,500.00	214,845.10	117,784.43	29,870.47	
Weights and Measures						
Salary and Wages	228,799.00	233,799.00	186,436.84		47,362.16	
Other Expenses	1,115.00	1,115.00	605.48	4.63	504.89	
County Medical Examiner						
Other Expenses	1,197,661.00	1,197,661.00	1,015,007.62	92,273.42	90,379.96	
Public Safety						
Salary and Wages	13,275,528.00	13,275,528.00	12,208,628.49		1,066,899.51	
Other Expenses	2,729,024.00	2,729,024.00	1,631,041.91	563,293.80	534,688.29	
Youth Center						
Salary and Wages	7,444,898.00	7,444,898.00	7,071,697.21		373,200.79	
Other Expenses	2,297,582.00	2,297,582.00	1,609,142.04	304,466.56	383,973.40	
County Clerk						
Salary and Wages	2,333,927.00	2,333,927.00	2,283,884.89		50,042.11	
Other Expenses	819,517.00	819,517.00	757,600.90	50,679.35	11,236.75	
County Surrogate						
Salary and Wages	1,037,379.00	1,037,379.00	993,968.54		43,410.46	
Other Expenses	65,150.00	65,150.00	46,192.08	8,595.75	10,362.17	
Sheriff's Office						
Salary and Wages	16,023,225.00	16,263,225.00	16,257,026.96		6,198.04	
Other Expenses	1,147,115.00	907,115.00	726,228.46	161,125.48	19,761.06	

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Paid or Charged	Expended		Unexpended Balance Canceled
	Budget	Budget After Modification		Encumbered	Reserved	
<b>Regulation (Cont'd):</b>						
Fire Marshall						
Salary and Wages	\$ 124,660.00	\$ 124,660.00	\$ 52,800.82		\$ 71,859.18	
Other Expenses	57,160.00	57,160.00	52,355.03	\$ 3,900.63	904.34	
Security						
Other Expenses	2,223,156.00	2,223,156.00	1,327,085.40	844,774.99	51,295.61	
Regulation Total	53,591,608.00	53,621,608.00	48,444,331.60	2,188,265.73	2,989,010.67	
<b>Recreational and Environmental Affairs:</b>						
Parks & Recreation						
Salary and Wages	1,768,886.00	1,768,886.00	1,616,910.70		151,975.30	
Other Expenses	2,374,150.00	2,374,150.00	1,688,727.06	396,934.52	288,488.42	
Mosquito Extermination						
Salary and Wages	375,961.00	250,961.00	241,188.43		9,772.57	
Other Expenses	43,300.00	43,300.00	34,613.00	8,199.40	487.60	
County Boat House						
Salary and Wages	112,638.00	112,638.00	72,458.52		40,179.48	
Other Expenses	565,425.00	565,425.00	261,614.04	10,187.38	293,623.58	
County Extension Services						
Other Expenses	127,282.00	127,282.00	113,738.65	1,388.63	12,154.72	
Solid Waste Liaison						
Salary and Wages	43,211.00	58,211.00	48,583.95		9,627.05	
Other Expenses	157,950.00	157,950.00	30,420.52	83,741.68	43,787.80	
Recreational and Environmental Affairs Total	5,568,803.00	5,458,803.00	4,108,254.87	500,451.61	850,096.52	
<b>Finance:</b>						
Board of Taxation						
Salary and Wages	393,457.00	393,457.00	382,427.90		11,029.10	
Other Expenses	26,000.00	26,000.00	17,831.68	687.53	7,480.79	
Office of Telecommunications and Information Systems						
Salary and Wages	591,233.00	583,233.00	577,849.11		5,383.89	
Other Expenses	640,700.00	792,700.00	560,673.66	79,574.56	152,451.78	
Purchasing Department						
Salary and Wages	340,000.00	350,000.00	346,299.08		3,700.92	
Other Expenses	88,000.00	88,000.00	50,321.99	18,588.60	19,089.41	
Office of Mgmt & Budget						
Salary and Wages	275,000.00	276,000.00	275,467.66		532.34	
Other Expenses	3,400.00	3,400.00	880.81	18.10	2,501.09	
Comptroller's Office						
Salary and Wages	667,676.00	667,676.00	661,361.16		6,314.84	
Other Expenses	775,950.00	775,950.00	254,755.58	481,500.52	39,693.90	
Insurance						
Salary and Wages	165,748.00	215,748.00	214,186.42		1,561.58	
Other Expenses	3,200.00	3,200.00	679.80	15.93	2,504.27	
Group Insurance Plan for Employees - Inside CAP	54,600,822.00	54,600,822.00	46,653,330.59	291,298.38	7,656,193.03	
Employees Health and Welfare	1,000,000.00	1,000,000.00	865,565.66		134,434.34	
Worker's Compensation	1,000,000.00	1,000,000.00	100.00		999,900.00	
Other Insurance Premiums	7,675,000.00	7,675,000.00	6,888,144.12	22,387.59	764,468.29	
Finance Total	68,246,186.00	68,451,186.00	57,749,875.22	894,071.21	9,807,239.57	

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Paid or Charged	Expended		Unexpended Balance Canceled
	Budget	Budget After Modification		Encumbered	Reserved	
<b>Health and Welfare:</b>						
Public Health						
Salary and Wages	\$ 1,134,426.00	\$ 1,164,426.00	\$ 1,129,661.00		\$ 34,765.00	
Other Expenses	880,118.00	880,118.00	521,736.80	\$ 265,371.70	93,009.50	
Administration & Finance						
Salary and Wages	447,825.00	447,825.00	419,872.12		27,952.88	
Other Expenses	15,100.00	15,100.00	4,581.48	32.86	10,485.66	
Office on Aging						
Salary and Wages	340,669.00	340,669.00	209,784.35		130,884.65	
Other Expenses	543,391.00	543,391.00	344,879.85	75,868.72	122,642.43	
Environmental Health Services						
Salary and Wages	1,566,783.00	1,966,783.00	1,911,698.31		55,084.69	
Other Expenses	130,566.00	130,566.00	75,407.53	29,038.05	26,120.42	
Health Service Center -- Contractual	4,000,000.00	3,000,000.00	3,000,000.00			
Maintenance of Patients in State Institutions - Mental Disease	4,389,814.00	4,389,814.00	4,389,814.00			
University of Rutgers Behavioral Health Care						
Other Expenses	665.00	665.00	665.00			
County Board of Social Services - Administration	16,328,830.00	16,345,385.00	16,345,383.00		2.00	
Training and Services	1,740,031.00	1,723,481.00	1,723,479.99		1.01	
County	445,530.00	445,530.00	445,530.00			
Supplemental Security Income	1,290,844.00	1,290,844.00	1,290,843.95		0.05	
Human Service Grants	1,478,369.00	1,478,369.00	870,861.97	443,212.64	164,294.39	
Hospital Contract Administration	312,120.00	312,120.00	210,365.91	89,634.09	12,120.00	
<b>Health and Welfare Total</b>	<b>35,045,081.00</b>	<b>34,475,086.00</b>	<b>32,894,565.26</b>	<b>903,158.06</b>	<b>677,362.68</b>	
<b>Roads and Bridges:</b>						
Roads and Highways						
Salary and Wages	3,353,741.00	3,353,741.00	3,172,932.22		180,808.78	
Other Expenses	2,968,941.00	2,968,941.00	2,307,050.38	553,152.56	108,738.06	
Engineering Department						
Salary and Wages	518,305.00	518,305.00	378,005.70		140,299.30	
Other Expenses	10,583.00	10,583.00	6,782.51	273.88	3,526.61	
Planning						
Salary and Wages	106,217.00	106,217.00	43,216.10		63,000.90	
Other Expenses	217,670.00	217,670.00	111,040.46		106,629.54	
<b>Roads and Bridges Total</b>	<b>7,175,457.00</b>	<b>7,175,457.00</b>	<b>6,019,027.37</b>	<b>553,426.44</b>	<b>603,003.19</b>	
<b>Correctional and Penal:</b>						
County Jail						
Salary and Wages	31,458,294.00	31,458,294.00	28,388,195.45		3,070,098.55	
Other Expenses	19,797,000.00	19,797,000.00	12,325,741.42	3,458,670.42	4,012,588.16	
<b>Correctional and Penal Total</b>	<b>51,255,294.00</b>	<b>51,255,294.00</b>	<b>40,713,936.87</b>	<b>3,458,670.42</b>	<b>7,082,686.71</b>	

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Paid or Charged	Expended		Unexpended Balance Canceled
	Budget	Budget After Modification		Encumbered	Reserved	
<b>Judicial:</b>						
Administration of Superior Court						
Other Expenses	\$ 150,000.00	\$ 150,000.00	\$ 137,608.77	\$ 12,391.23		
Probation Department						
Other Expenses	1,910,656.00	1,910,656.00	1,623,842.09	55,617.47	\$ 231,196.44	
County Prosecutor						
Salary and Wages	23,958,457.00	23,758,457.00	22,302,776.26		1,455,680.74	
Other Expenses	2,746,385.00	2,946,385.00	1,810,284.87	492,800.13	643,300.00	
Judicial Total	28,765,498.00	28,765,498.00	25,874,511.99	560,808.83	2,330,177.18	
<b>Educational:</b>						
Superintendent of Schools						
Salary and Wages	175,000.00	177,500.00	176,254.72		1,245.28	
Other Expenses	6,733.00	6,733.00	3,353.77	158.13	3,221.10	
Vocational Schools	11,146,033.00	11,146,033.00	11,146,033.00			
County College	10,488,856.00	10,488,856.00	10,488,856.00			
Reimbursements - County College	200,000.00	200,000.00	112,504.41		87,495.59	
Educational Total	22,016,622.00	22,019,122.00	21,927,001.90	158.13	91,961.97	
<b>Unclassified:</b>						
County Store	4,530.00	4,530.00			4,530.00	
Matching Funds for Grants	150,000.00	150,000.00			150,000.00	
Animal Shelter	180,500.00	180,600.00	165,458.37	15,041.63	100.00	
Salary Adjustments	2,000,000.00	944,395.00	219,790.98		724,604.02	
Unclassified Total	2,335,030.00	1,279,525.00	385,249.35	15,041.63	879,234.02	
<b>Federal and State Grants:</b>						
US Department of Housing & Urban Development						
Emergency Solutions Grant 18-19		194,143.00	194,143.00			
Home Investment Partnership 15-16		140,492.00	140,492.00			
Home Investment Partnership 18-19		1,116,674.00	1,116,674.00			
US Department of Justice						
Pass thru City of Camden						
Camden County Prosecutor's Office - JAG Program FY 2017		10,000.00	10,000.00			
Camden County Sheriff's Office - JAG Program FY 2017		10,000.00	10,000.00			
Executive Office of the President, Office of the National Drug Control Policy						
Joint Camden HIDTA Task Force 18		745,240.00	745,240.00			
NJ Department of Environmental Protection						
Clean Communities Entitlement 18		122,094.03	122,094.03			
County Environmental Health Act CEHA 18		298,804.00	298,804.00			
Recycling Enhancement Act Tax Fund 2017		480,122.00	480,122.00			
NJ Department of Health & Senior Services						
Area Plan 17		8,130.00	8,130.00			
Area Plan 18		395,285.00	395,285.00			
Area Plan 19		3,821,841.00	3,821,841.00			
Bioterrorism Preparedness 18-19		296,483.00	296,483.00			
Capacity and Resource Development 18-19		8,000.00	8,000.00			
Childhood Lead Poisoning Prevention 17-18	295,122.00	295,122.00	295,122.00			
Childhood Lead Poisoning Prevention 18-19		434,000.00	434,000.00			

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Expended			Unexpended Balance Canceled
	Budget	Budget After Modification	Paid or Charged	Encumbered	Reserved	
<b>Federal and State Grants (Cont'd):</b>						
Sexually Transmitted Diseases 18-19		\$ 105,319.00	\$ 105,319.00			
Special Child Health Services 18-19		305,797.00	305,797.00			
State Health Insurance Program 18 (SHIP)		33,000.00	33,000.00			
Tanning Facility Registration & Inspection Project 17-18		3,020.00	3,020.00			
Tuberculosis Control Grant 18-19		107,603.00	107,603.00			
NJ Department of Human Services						
Child Care Resource & Referral 17-18	\$ 385.00	13,614.26	13,614.26			
Child Care Resource & Referral 18-19		3,434,043.00	3,434,043.00			
Comprehensive Alcohol & Drug Abuse Grant 19		1,504,659.00	1,504,659.00			
Social Services for the Homeless 18		68,581.00	68,581.00			
Social Services for the Homeless 19		1,096,782.00	1,096,782.00			
Special Initiative & Transportation 19		511,616.00	511,616.00			
NJ Department of Labor & Workforce Development						
Work First New Jersey WFNJ 18-19		5,895,148.00	5,895,148.00			
Workforce Innovation & Opportunity Act 18-19		3,549,989.00	3,549,989.00			
Workforce Learning Link 18-19		151,000.00	151,000.00			
Work First New Jersey - SmartSTEPS 18-19		8,025.00	8,025.00			
NJ Department of Law & Public Safety						
Click It or Ticket 2018		5,500.00	5,500.00			
County DWI Enforcement Project 17-18		40,000.00	40,000.00			
County DWI Enforcement Project 18-19		40,000.00	40,000.00			
Drive Sober or Get Pulled Over 18		5,500.00	5,500.00			
Family Court Services 18		464,649.00	464,649.00			
Hazardous Materials Emergency Planning HMEP FY17		20,500.00	20,500.00			
Homeland Security Grant Program 18		283,015.80	283,015.80			
Insurance Fraud Reimbursement Program 17	250,000.00	250,000.00	250,000.00			
Juvenile Detention Alternatives Initiative - Innovation Funding 18	124,000.00	124,000.00	124,000.00			
Sexual Assault Response Team/Nurse Examiner 17-18		163,660.00	163,660.00			
State Facilities Education Act SFEA 18-19		180,000.00	180,000.00			
State/Community Partnership 18		582,363.00	582,363.00			
State and Community Highway Safety Grant Project 18		54,800.00	54,800.00			
Traffic Safety Task Force	57,137.00	57,137.00	57,137.00			
Victim Witness Advocacy 17-18		502,398.00	502,398.00			
Victim Witness Advocacy - DV Advocate 17-18		1,934.00	1,934.00			
Victim Witness Advocacy - DV Advocate 18-19		57,852.00	57,852.00			
NJ Department of Transportation						
Annual Transportation Program (ATP)		9,506,278.00	9,506,278.00			
Federal and Market Street Feeder Road Improvements		10,000,000.00	10,000,000.00			
Haddon Avenue Gateway Project		124,702.82	124,702.82			
Harrison Avenue Extension Study		150,000.00	150,000.00			
Local Bridge Future Needs (LBFN) FY 2018		1,411,980.00	1,411,980.00			
Route 30 Camden Feeder Road		500,000.00	500,000.00			
Route 70 Camden Feeder Road North 27th Street Study		350,000.00	350,000.00			
Pass thru Delaware Valley Regional Planning Commission						
Regional GIS Implementation & Coordination 18-19		30,000.00	30,000.00			
Supportive Regional Highway Planning Program 18-19		44,015.00	44,015.00			
Transit Support Program TSP 18-19		41,500.00	41,500.00			
NJ Department of Treasury, Governor's Council on Alcoholism & Drug Abuse						
Municipal Alliance Grant 18		617,801.00	617,801.00			
<b>Federal &amp; State Grants Total</b>	<b>726,644.00</b>	<b>50,774,211.91</b>	<b>50,774,211.91</b>			

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Paid or Charged	Expended		Unexpended Balance Canceled
	Budget	Budget After Modification		Encumbered	Reserved	
<u>Other Grants:</u>						
21st Century Policing Project Grant		\$ 190,658.00	\$ 190,658.00			
Building Capacity for Data Sharing Grant		20,000.00	20,000.00			
CCCTMA Transportation Demand Management Reimbursement Program 2017		151.34	151.34			
CCCTMA Transportation Demand Management Reimbursement Program 2018		4,500.00	4,500.00			
Household Hazardous Waste Program 2018		50,000.00	50,000.00			
Improvements to Hampton Road SSA		258,000.00	258,000.00			
Park Bench Donation Program		5,500.00	5,500.00			
Innovation Planning Challenge Grant		100,000.00	100,000.00			
Public Health Priority Funding 19 PHPF		333,276.00	333,276.00			
Safety & Justice Challenge - Innovation Fund Competition Grant		50,000.00	50,000.00			
Transportation and Community Development Initiative TCDI 19		100,000.00	100,000.00			
Regional Trails Program						
	\$ 214,575.00	214,575.00	214,575.00			
<b>Other Grants Total</b>	<b>214,575.00</b>	<b>1,326,660.34</b>	<b>1,326,660.34</b>			
<b>Total Operations</b>	<b>298,485,739.00</b>	<b>348,785,392.25</b>	<b>311,077,744.20</b>	<b>\$ 11,350,699.64</b>	<b>\$ 26,356,948.41</b>	
<b>Contingent</b>	<b>300,000.00</b>	<b>300,000.00</b>	<b>178,102.60</b>	<b>67,722.40</b>	<b>54,175.00</b>	
<b>Total Operations Including Contingent</b>	<b>298,785,739.00</b>	<b>349,085,392.25</b>	<b>311,255,846.80</b>	<b>11,418,422.04</b>	<b>26,411,123.41</b>	
<u>Detail:</u>						
Salaries and Wages	118,740,823.00	118,631,718.00	110,452,570.02		8,179,147.98	
Other Expenses	180,044,916.00	230,453,674.25	200,803,276.78	11,418,422.04	18,231,975.43	
<u>Capital Improvements</u>						
Capital Improvement Fund	500,000.00	1,000,000.00	1,000,000.00			
	500,000.00	1,000,000.00	1,000,000.00			
<u>Debt Service:</u>						
Payment on Bond Principal						
Other Bonds	2,855,000.00	2,855,000.00	2,855,000.00			
Interest on Bonds						
Other Bonds	2,082,689.00	2,082,689.00	2,082,658.68			\$ 30.32
Green Trust Loan Program						
Estimated Loan Repayments for Principal and Interest	43,529.00	43,529.00	43,528.24			0.76
Capital Lease Program - CCIA						
Principal & Interest	7,900,671.00	7,900,671.00	7,887,952.80			12,718.20
Capital Loan Program						
Principal	19,270,000.00	19,270,000.00	19,270,000.00			
Interest	15,943,226.00	15,943,226.00	13,841,300.79			2,101,925.21
<b>Debt Service Total</b>	<b>48,095,115.00</b>	<b>48,095,115.00</b>	<b>45,980,440.51</b>			<b>2,114,674.49</b>
<u>Deferred Charges and Statutory Expenditures:</u>						
Deferred Charges						
Prior Year Bills	28,958.00	28,958.00	27,831.46			1,126.54
Statutory Expenditures						
Public Employees Retirement System	8,705,242.00	8,715,242.00	8,710,773.71		4,468.29	
Social Security System	10,174,862.00	10,174,862.00	9,904,182.28		270,679.72	

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Paid or Charged	Expended		Unexpended Balance Canceled
	Budget	Budget After Modification		Encumbered	Reserved	
<u>Deferred Charges and Statutory Expenditures (Cont'd):</u>						
Statutory Expenditures (Cont'd)						
Unemployment Compensation	\$ 200,000.00	\$ 500,000.00	\$ 419,900.13		\$ 80,099.87	
Detectives Pension Fund	28,649.00	28,649.00	28,649.00			
Sheriff Pension Fund	68,276.00	68,276.00	68,276.00			
Probation Officers Pension	37,748.00	37,748.00	37,748.00			
Police & Firemen's Retirement System - Dept 26	2,227,594.00	2,227,594.00	2,227,594.00			
Police & Firemen's Retirement System - Dept 28 - 29	7,951,805.00	7,951,805.00	7,951,805.00			
Fire Marshall Pension	22,423.00	22,423.00	22,423.00			
Disability Insurance	312,120.00	362,120.00	279,638.33		82,481.67	
Deferred Charges and Statutory Expenditures Total	29,757,677.00	30,117,677.00	29,678,820.91		437,729.55	\$ 1,126.54
	<u>\$ 377,138,531.00</u>	<u>\$ 428,298,184.25</u>	<u>\$ 387,915,108.22</u>	<u>\$ 11,418,422.04</u>	<u>\$ 26,848,852.96</u>	<u>\$ 2,115,801.03</u>

(Continued)

**COUNTY OF CAMDEN**  
**CURRENT FUND**  
Statement of Expenditures -- Regulatory Basis  
For the Year Ended December 31, 2018

	Appropriations - Budget After <u>Modification</u>	Expended - <u>Paid or Charged</u>
Appropriation by N.J.S.A.40A:4-87	\$ 51,159,653.25	
Budget	<u>377,138,531.00</u>	
	<u>\$ 428,298,184.25</u>	
Reserve for Federal and State Grants--Appropriated		\$ 50,774,211.91
Reserve for Other Grants		1,326,660.34
Payroll Deductions Payable		63,631,337.88
Due Trust Fund:		
County Pension Funds		134,673.00
Health Benefits Self-Insurance Fund		50,000,000.00
Due Capital Fund:		
Capital Improvement Fund		1,000,000.00
Disbursed		<u>221,048,225.09</u>
Total		<u>\$ 387,915,108.22</u>

The accompanying Notes to Financial Statements are an integral part of this statement.



**COUNTY OF CAMDEN**  
**TRUST FUND**  
 Statements of Assets, Liabilities and Reserves--Regulatory Basis  
 As of December 31, 2018 and 2017

<u>Assets</u>	<u>Ref.</u>	<u>2018</u>	<u>2017</u>
Other Funds:			
Cash	SB-1	\$ 2,924,024.00	\$ 3,477,579.08
Community Development Block Grants Receivable	SB-2	5,258,930.37	4,267,575.75
Community Development Loans Receivable	SB-25	17,535,092.50	17,458,383.50
Due from the Office of the County Clerk	SB-16	1,690.00	4,264.00
Due from the Office of the County Clerk - Homelessness	SB-39	1,071.00	16,245.00
Due from the Office of the County Clerk - Convenience Fees	SB-50	718.00	7,042.00
Due from the Office of the Surrogate	B	480.00	480.00
Due from the Office of the Sheriff	B	5,000.00	5,000.00
Due from Current Fund	SB-4	65,350,502.37	57,794,342.61
Due from Library Fund	SB-5	6,067,525.29	4,339,660.81
Total Other Funds		<u>97,145,033.53</u>	<u>87,370,572.75</u>
County Open Space Fund:			
Due from Current Fund	SB-36	<u>8,370,467.71</u>	<u>7,141,132.36</u>
Camden County Police Department:			
Due from State of New Jersey	SB-3	824,991.00	862,445.00
Due from Current Fund	SB-46	<u>40,467,838.56</u>	<u>42,755,120.43</u>
Total Camden County Police Department		<u>41,292,829.56</u>	<u>43,617,565.43</u>
Total Assets		<u>\$ 146,808,330.80</u>	<u>\$ 138,129,270.54</u>
<u>Liabilities and Reserves</u>			
Other Funds:			
Motor Vehicle Fines Fund	SB-6	\$ 2,770,622.73	\$ 3,000,272.97
Road Opening Fees	SB-7	677,670.77	494,413.77
County Pension Funds	SB-8	149,784.77	149,784.41
Reserve for Encumbrances	SB-9	4,385,258.34	4,057,537.84
Reserves for:			
Road Improvements	B	0.15	0.15
Moneys Confiscated in Raids by County Prosecutor	SB-10	1,076,135.56	1,421,127.53
Bail Forfeitures	SB-11	270,040.39	556,693.64
Tax Appeal Fees	SB-12	233,212.05	271,453.40
Health Benefits Self-Insurance Fund	SB-13	47,785,242.13	38,205,240.30
General Liability Self-Insurance Fund	SB-14	9,926,359.11	9,926,359.11
Worker's Compensation Fund	SB-15	3,222,502.58	2,400,931.30
County Clerk Fees	SB-16	287,688.62	170,627.40
Community Development Block Grants	SB-17	1,821,053.60	2,624,590.51
Community Development Loans Receivable	SB-26	17,535,092.50	17,458,383.50
Special Law Enforcement	SB-18	1,172,523.44	1,499,310.11
Parks Department - Special Events	SB-19	995.42	11,782.52
Fire Marshal Fees	SB-20	174,985.42	173,776.40
Sheriff's Special Trust Fund	SB-21	78,549.96	48,193.51
Surrogate Fees	SB-22	780,724.46	673,924.23
Inmate Welfare Fund - Commissary Account	SB-23	108,180.15	33,408.11
Asset Maintenance	SB-24	25,227.02	7,773.12

(Continued)

**COUNTY OF CAMDEN**  
**TRUST FUND**  
 Statements of Assets, Liabilities and Reserves--Regulatory Basis  
 As of December 31, 2018 and 2017

<u>Liabilities and Reserves</u>	<u>Ref.</u>	<u>2018</u>	<u>2017</u>
Other Funds (Cont'd):			
Weights and Measures	SB-38	\$ 215,649.40	\$ 217,492.70
Prosecutor's Department - Auto Theft	SB-28	58,277.13	54,143.20
Disposal of Forfeited Property - Federal Share - Justice Department:			
Corrections Department	B	2,267.20	2,267.20
Sheriff's Department	SB-48	23,984.06	39,288.71
Prosecutor's Department	SB-29	194,613.80	142,977.01
County Environmental Health Act -			
Hazardous Materials	SB-30	100,583.92	54,157.41
Noise	SB-31	49.89	49.89
Water	SB-32	108,380.11	75,636.56
Air	SB-33	57,406.21	51,361.95
Solid Waste	SB-34	21,563.20	21,838.20
Sheriff's Department Trust	SB-35	143,948.91	151,825.08
Homelessness Trust	SB-39	554,632.01	707,457.49
Unemployment	SB-40	136,072.09	56,891.60
Storm Recovery	SB-41	1,676,164.62	1,477,470.21
Municipal Law Enforcement Trust	SB-42	352,423.36	159,662.62
County Law Enforcement - State	SB-43	4,077.51	4,026.95
County Law Enforcement - Federal	SB-49	12,401.01	6,016.21
Accumulated Absences	SB-47	897,405.90	897,405.90
County Clerk Convenience Fees	SB-50	103,284.03	65,020.03
<b>Total Other Funds</b>		<b>97,145,033.53</b>	<b>87,370,572.75</b>
County Open Space Fund:			
Reserve for Encumbrances	SB-37	3,250,146.16	2,598,755.26
Reserve for Open Space	SB-27	5,120,321.55	4,542,377.10
<b>Total Open Space Trust Fund</b>		<b>8,370,467.71</b>	<b>7,141,132.36</b>
Camden County Police Department:			
Reserve for Encumbrances	SB-45	4,971,386.89	2,012,209.58
Reserve for Camden County Police Department	SB-44	36,321,442.67	41,605,355.85
<b>Total Camden County Police Department</b>		<b>41,292,829.56</b>	<b>43,617,565.43</b>
<b>Total Liabilities and Reserves</b>		<b>\$ 146,808,330.80</b>	<b>\$ 138,129,270.54</b>

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
 TRUST -- COUNTY OPEN SPACE FUND  
 Statement of Revenues -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Anticipated Budget	Realized	Excess or (Deficit)
Amount to be Raised by Taxes	\$ 7,610,393.00	\$ 7,622,892.86	\$ 12,499.86
Reserve Funds	4,522,887.00	4,542,377.10	19,490.10
Interest on Deposits	24,286.00	91,882.67	67,596.67
	<u>\$ 12,157,566.00</u>	<u>\$ 12,257,152.63</u>	<u>\$ 99,586.63</u>
 <u>Analysis of Realized Revenues</u>			
Current Year Levy		\$ 7,622,892.86	
Reserve Funds		4,542,377.10	
Interest on Deposits		91,882.67	
		<u>\$ 12,257,152.63</u>	

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
 TRUST -- COUNTY OPEN SPACE FUND  
 Statement of Expenditures -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Appropriations		Expended		Unexpended Balance Canceled
	Original Budget	Budget After Modification	Paid or Charged	Encumbered	
CCIA Lease Payments	\$ 1,455,000.00	\$ 1,455,000.00	\$ 1,455,000.00		
Debt Service					
Payment of Bond Loan Principal	445,000.00	445,000.00	445,000.00		
Interest on Bonds/Loans	408,674.00	408,350.00	408,317.51		\$ 32.49
Development of Lands for Recreation & Conservation:					
Salaries & Wages	170,000.00	170,000.00	167,657.49		2,342.51
Other Expenses	1,000,000.00	2,649,303.00	628,052.32	\$ 2,021,249.79	0.89
Maintenance of Lands for Recreation & Conservation:					
Other Expenses	3,500,000.00	3,200,000.00	3,200,000.00		
Historic Preservation:					
Other Expenses	300,000.00	1,293,567.00	112,134.36	1,181,432.09	0.55
Acquisition of Farmland	150,000.00	150,000.00			150,000.00
Acquisition of Lands for Recreation & Conservation	300,000.00	116,743.00	69,278.50	47,464.28	0.22
Reserve for Future Use	4,428,892.00	2,269,603.00			2,269,603.00
	<u>\$ 12,157,566.00</u>	<u>\$ 12,157,566.00</u>	<u>\$ 6,485,440.18</u>	<u>\$ 3,250,146.16</u>	<u>\$ 2,421,979.66</u>
			CCIA Lease Payments	\$ 1,455,000.00	
			CCIA Debt Service & Interest Payments	853,317.51	
			Open Space Fund - Reimbursement Contribution Current Fund	3,200,000.00	
			Other Open Space Expenditures	977,122.67	
				<u>\$ 6,485,440.18</u>	

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
 TRUST -- CAMDEN COUNTY POLICE DEPARTMENT  
 Statement of Revenues -- Regulatory Basis  
 For the Year Ended December 31, 2018

	Anticipated Budget	Realized	Excess or (Deficit)
CCPD Allocation	\$ 69,278,000.00	\$ 69,278,000.00	
Bank Interest - Allocation		475,330.75	\$ 475,330.75
	<u>\$ 69,278,000.00</u>	<u>\$ 69,753,330.75</u>	<u>\$ 475,330.75</u>
<u>Analysis of Realized Revenues</u>			
Current Year Allocation	\$ 68,453,009.00		
Due from State of New Jersey - County Allocation	<u>824,991.00</u>		
		\$ 69,278,000.00	
CCPD Portion of Current Fund Bank Interest		<u>475,330.75</u>	
		<u>\$ 69,753,330.75</u>	

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
**TRUST -- CAMDEN COUNTY POLICE DEPARTMENT**  
**Statement of Expenditures -- Regulatory Basis**  
**For the Year Ended December 31, 2018**

	Appropriations		Expended		Unexpended Balance
	<u>Original Budget</u>	<u>Budget After Modification</u>	<u>Paid or Charged</u>	<u>Encumbered</u>	
Civilian:					
Salaries & Wages	\$ 4,710,000.00	\$ 4,710,000.00	\$ 2,109,913.80		\$ 2,600,086.20
Sworn:					
Salaries & Wages	42,923,000.00	42,923,000.00	18,952,578.29		23,970,421.71
Other Expenses	21,645,000.00	21,645,000.00	11,876,618.24	\$ 4,545,450.39	5,222,931.37
	<u>\$ 69,278,000.00</u>	<u>\$ 69,278,000.00</u>	<u>\$ 32,939,110.33</u>	<u>\$ 4,545,450.39</u>	<u>\$ 31,793,439.28</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
**TRUST -- CAMDEN COUNTY POLICE DEPARTMENT**  
**Statement of 2017 Appropriation Reserves**  
**For the Year Ended December 31, 2018**

	<u>Encumbered</u>	<u>Reserved</u>	<u>Balance After Transfers</u>	<u>Paid or Charged</u>	<u>Encumbered</u>	<u>Lapsed to Reserve</u>	<u>Unexpended Balance in Reserve</u>
Year Ended 6/30/17:							
Sworn:							
Salaries & Wages		\$ 191,470.79	\$ 191,470.79	\$ 84,328.35		\$ 107,142.44	
Other Expenses	\$ 129,966.71	605,188.88	735,155.59	3,550.79		731,604.80	
Total Year Ended 6/30/17	129,966.71	796,659.67	926,626.38	87,879.14	-	838,747.24	-
Year Ended 6/30/18:							
Civilian:							
Salaries & Wages		2,464,247.56	2,464,247.56	2,290,009.46			\$ 174,238.10
Sworn:							
Salaries & Wages		23,869,800.81	23,869,800.81	22,680,606.30			1,189,194.51
Other Expenses	1,882,242.87	13,662,988.59	15,545,231.46	14,088,960.72	\$ 425,936.50		1,030,334.24
Total Year Ended 6/30/18	1,882,242.87	39,997,036.96	41,879,279.83	39,059,576.48	425,936.50	-	2,393,766.85
	<u>\$ 2,012,209.58</u>	<u>\$ 40,793,696.63</u>	<u>\$ 42,805,906.21</u>	<u>\$ 39,147,455.62</u>	<u>\$ 425,936.50</u>	<u>\$ 838,747.24</u>	<u>\$ 2,393,766.85</u>
				CCPD Salaries & Wages	\$ 25,054,944.11		
				CCPD Other Expenditures	14,092,511.51		
					<u>\$ 39,147,455.62</u>		

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
**GENERAL CAPITAL FUND**  
 Statements of Assets, Liabilities, Reserves and Fund Balance--Regulatory Basis  
 As of December 31, 2018 and 2017

<u>Assets</u>	<u>Ref.</u>	<u>2018</u>	<u>2017</u>
Deferred Charges to Future Taxation:			
Funded	SC-2	\$ 37,036,531.99	\$ 36,331,134.56
Unfunded	SC-3	64,338,950.00	47,421,350.00
Due from Trustee--Acquisition Funding Account	SC-4	37,479,491.54	14,714,430.66
Due from Trustee--Other Receivables	C	136,833.01	136,833.01
Due from Current Fund	SC-8		28,289,564.81
Green Acres Grant Receivable	C	796,000.00	796,000.00
Amount to be Provided by Lease Payments	SC-13	53,037,177.98	60,295,097.03
Amount to be Provided by Capital Loan Agreement	SC-14	308,580,000.00	314,760,000.00
Grants Receivable	SC-5	2,696,000.00	2,696,000.00
Breathalyzer Charges Receivable	C	64,789.33	64,789.33
Other Accounts Receivable	See Note 17	132,528.23	132,528.23
<b>Total Assets</b>		<b>\$ 504,298,302.08</b>	<b>\$ 505,637,727.63</b>
<u>Liabilities, Reserves and Fund Balance</u>			
Serial Bonds Payable	SC-6	\$ 36,870,000.00	\$ 36,125,000.00
Loans Payable:			
Green Acres -			
Children's Garden	SC-7	166,531.99	206,134.56
Due to Current Fund	SC-8	817,294.69	
Improvement Authorizations:			
Funded	SC-10	7,338,143.37	4,675,640.85
Unfunded	SC-10	28,342,076.19	18,193,614.50
Bond Anticipation Notes	SC-11	35,461,125.00	35,461,125.00
Reserve for Encumbrances	SC-12	27,592,142.23	27,203,452.98
Capital Improvement Fund	SC-16	182,205.87	72,605.87
Reserve for Arbitrage Interest	SC-9	88,600.05	88,600.05
Reserve for Other Accounts Receivable	See Note 17	132,528.23	132,528.23
Obligations Under Capital Lease	SC-13	53,037,177.98	60,295,097.03
Obligations Under Capital Loan Agreement	SC-14	308,580,000.00	314,760,000.00
Reserve for Payment of Debt Service	SC-15	1,793,724.33	4,793,125.09
Reserve for Grants Receivable	SC-5	2,696,000.00	2,696,000.00
Reserve for Breathalyzer Charges Receivable	C	64,789.33	64,789.33
Fund Balance	C-1	1,135,962.82	870,014.14
<b>Total Liabilities, Reserves and Fund Balance</b>		<b>\$ 504,298,302.08</b>	<b>\$ 505,637,727.63</b>

The accompanying Notes to Financial Statements are an integral part of this statement.



**COUNTY OF CAMDEN**  
**GENERAL CAPITAL FUND**  
Statement of Fund Balance - Regulatory Basis  
For the Year Ended December 31, 2018

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Balance Dec. 31, 2017	\$ 870,014.14
Increased by:	
Net Premium on Serial Bonds Issued	<u>265,948.68</u>
Balance Dec. 31, 2018	<u><u>\$ 1,135,962.82</u></u>

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN**  
**GENERAL FIXED ASSETS ACCOUNT GROUP**  
Statement of General Fixed Asset Group of Accounts--Regulatory Basis  
For the Year Ended December 31, 2018

	<u>Balance</u> <u>Dec. 31, 2017</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>Dec. 31, 2018</u>
General Fixed Assets:				
Land & Land Improvements	\$ 1.00			\$ 1.00
Buildings	129,918,649.80			129,918,649.80
Equipment & Vehicles	30,023,408.92	\$ 2,677,667.98	\$ 1,066,359.64	31,634,717.26
Total General Fixed Assets	<u>\$ 159,942,059.72</u>	<u>\$ 2,677,667.98</u>	<u>\$ 1,066,359.64</u>	<u>\$ 161,553,368.06</u>
Total Investment in General Fixed Assets	<u>\$ 159,942,059.72</u>			<u>\$ 161,553,368.06</u>

The accompanying Notes to Financial Statements are an integral part of this statement.

**COUNTY OF CAMDEN  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2018**

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**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Description of Financial Reporting Entity** - The County of Camden, formerly part of Gloucester County, was established in 1844. The County, approximately 222 square miles in area, is in the southwestern part of the State of New Jersey along the east bank of the Delaware River opposite Philadelphia, Pennsylvania. The counties of Burlington, Atlantic and Gloucester border the County on, respectively the northeast, southeast and southwest, with the Delaware River forming the western border of the County.

The County operates under the freeholder form of government. The Board of Chosen Freeholders consists of seven freeholder members elected at-large for three-year terms on a staggered basis. Each year, the board elects one of the Freeholders to serve as Freeholder Director. The Freehold Director appoints Freeholders to be in charge of various committees. The Board, operating through the committee system, is charged with both executive and legislative responsibilities for: (1) formulating policies; (2) developing new programs; (3) appointing members of the various County commissions, authorities and boards; (4) approving the County's operating and capital budgets; and (5) appropriating the funds required from the thirty-seven municipal subdivisions of the County to maintain all County services.

The County Administrator, appointed by the Board, oversees the daily governmental operations. Each major department is headed by an administrator who acts as liaison to the Freeholder overseeing such department's operations. Financial matters are under the supervision of the County's Chief Financial Officer.

**Component Units** - The financial statements of the component units of the County are not presented in accordance with Governmental Accounting Standards Board (GASB) Statements No. 14, *The Financial Reporting Entity*, as amended by GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units*, GASB Statement No. 61, *The Financial Reporting Entity: Omnibus - an amendment of GASB Statements No. 14 and No. 34*, and GASB Statement No. 80, *Blending Requirements for Certain Component Units - an amendment of GASB Statement No. 14*. If the provisions of the aforementioned GASB Statements had been complied with, the financial statements of the following component units would have been either blended or discretely presented with the financial statements of the County, the primary government:

Camden County Library Commission  
203 Laurel Road  
Voorhees, New Jersey 08043

Camden County Improvement Authority  
2220 Voorhees Town Center  
Voorhees, New Jersey 08043

Camden County Technical Schools  
343 Berlin Cross Keys Road  
Sicklerville, NJ 08081

Camden County Municipal Utilities Authority  
1645 Ferry Avenue  
Camden, New Jersey 08104

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)****Component Units (Cont'd) –**

Camden County Board of Social Services  
600 Market Street  
Camden, New Jersey 08102

Pollution Control Financing Authority of  
Camden County  
9600 River Road  
Pennsauken, New Jersey 08110

Camden County College  
College Drive  
Blackwood, NJ 08012

Camden County Insurance Commission  
9 Campus Drive, Suite 16  
Parsippany, NJ 07054

Annual financial reports may be inspected directly at the offices of these component units during regular business hours.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation** - The financial statements of the County contain all funds and account groups in accordance with the *Requirements of Audit* (the “*Requirements*”) as promulgated by the State of New Jersey, Department of Community Affairs, Division of Local Government Services. The principles and practices established by the *Requirements* are designed primarily for determining compliance with legal provisions and budgetary restrictions and as a means of reporting on the stewardship of public officials with respect to public funds. Generally, the financial statements are presented using the flow of current financial resources measurement focus and modified accrual basis of accounting with minor exceptions as mandated by these *Requirements*. In addition, the prescribed accounting principles previously referred to differ in certain respects from accounting principles generally accepted in the United States of America applicable to local government units. The more significant differences are explained in this note.

In accordance with the *Requirements*, the County accounts for its financial transactions through the use of separate funds and an account group which are described as follows:

**Current Fund** - The Current Fund accounts for resources and expenditures for governmental operations of a general nature, including Federal and State grant funds.

**Trust Funds** - The various Trust Funds account for receipts, custodianship and disbursement of funds in accordance with the purpose for which each reserve was created.

**General Capital Fund** - The General Capital Fund accounts for receipt and disbursement of funds for the acquisition of general capital facilities, other than those acquired in the Current Fund.

**General Fixed Asset Group of Accounts** - The general fixed asset group of accounts is utilized to account for property, land, buildings, and equipment that have been acquired by other governmental funds.

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

**Budgets and Budgetary Accounting** - The County must adopt an annual budget in accordance with N.J.S.A. 40A:4 et seq. N.J.S.A. 40A:4-5 requires the County to introduce and approve the annual budget no later than January 26 of each year. At introduction, the County shall fix the time and place for a public hearing on the budget and must advertise the time and place at least ten days prior to the hearing in a newspaper published and circulating in the county. The public hearing must not be held less than eighteen days after the date the budget was introduced. After the hearing has been held, the County may, by majority vote, adopt the budget or may amend the budget in accordance with N.J.S.A. 40A:4-9. Amendments to adopted budgets, if any, are detailed in the statements of revenues and expenditures.

An extension of the statutory dates for introduction, approval and adoption of the municipal budget may be granted by the Director of the Division of Local Government Services, with the permission of the Local Finance Board.

Budgets are adopted on the same basis of accounting utilized for the preparation of the County's financial statements.

**Cash, Cash Equivalents and Investments** - Cash and cash equivalents include petty cash, change funds and cash on deposit with public depositories. All certificates of deposit are recorded as cash regardless of the date of maturity. Investments are stated at cost; therefore, unrealized gains or losses on investments have not been recorded.

New Jersey municipal units are required by N.J.S.A. 40A:5-14 to deposit public funds in a bank or trust company having its place of business in the State of New Jersey and organized under the laws of the United States or of the State of New Jersey or in the New Jersey Cash Management Fund. N.J.S.A. 40A:5-15.1 provides a list of investments which may be purchased by New Jersey municipal units. In addition, other State statutes permit investments in obligations issued by local authorities and other state agencies.

N.J.S.A. 17:9-41 et seq. establishes the requirements for the security of deposits of governmental units. The statute requires that no governmental unit shall deposit public funds in a public depository unless such funds are secured in accordance with the Governmental Unit Deposit Protection Act ("GUDPA"), a multiple financial institutional collateral pool, which was enacted in 1970 to protect governmental units from a loss of funds on deposit with a failed banking institution in New Jersey. Public depositories include State or federally chartered banks, savings banks or associations located in or having a branch office in the State of New Jersey, the deposits of which are federally insured. All public depositories must pledge collateral, having a market value at least equal to five percent of the average daily balance of collected public funds, to secure the deposits of governmental units. If a public depository fails, the collateral it has pledged, plus the collateral of all other public depositories, is available to pay the amount of their deposits to the governmental units.

The cash management plan adopted by the County requires it to deposit funds in public depositories protected from loss under the provisions of the Act.

**Interfunds** - Interfund receivables and payables that arise from transactions between funds are recorded by all funds affected by such transactions in the period in which the transaction is executed. Interfund receivables in the current fund are recorded with offsetting reserves which are created by charges to operations. Income is recognized in the year the receivables are liquidated. Interfund receivables in the other funds are not offset by reserves.

**Inventories of Supplies** - The costs of inventories of supplies for all funds are recorded as expenditures at the time individual items are purchased. The costs of inventories are not included on the various statements of assets, liabilities, reserves and fund balance.

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

**General Fixed Assets** - Accounting for Governmental Fixed Assets, as required by N.J.A.C. 5:30-5.6, differs in certain respects from accounting principles generally accepted in the United States of America. In accordance with the regulations, all local units, including municipalities, must maintain a general fixed assets reporting system that establishes and maintains a physical inventory of nonexpendable, tangible property as defined and limited by the U.S. Office of Management and *Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Part 200, §200.12), except that the useful life of such property is at least five years. The County has adopted a capitalization threshold of \$5,000, the maximum amount allowed by the Circular. Generally, assets are valued at historical cost; however, assets acquired prior to December 31, 1985 are valued at actual historical cost or estimated historical cost. No depreciation of general fixed assets is recorded. Donated general fixed assets are recorded at acquisition value as of the date of the transaction. Interest costs relative to the acquisition of general fixed assets are recorded as expenditures when paid. Public domain ("infrastructure") general fixed assets consisting of certain improvements such as roads, bridges, curbs and gutters, streets and sidewalks and drainage systems are not capitalized. Expenditures for construction in progress are recorded in the Capital Funds until such time as the construction is completed and put into operation. The County is required to maintain a subsidiary ledger detailing fixed assets records to control additions, retirements and transfers of fixed assets. In addition, a statement of general fixed asset group of accounts, reflecting the activity for the year, must be included in the County's basic financial statements.

The regulations require that general fixed assets, whether constructed or acquired through purchase, grant or gift be included in the aforementioned inventory. In addition, property management standards must be maintained that include accurate records indicating asset description, source, ownership, acquisition cost and date, the percentage of Federal participation (if any), and the location, use, and condition of the asset. Periodically, physical inventories must be taken and reconciled with these records. Lastly, all fixed assets must be adequately controlled to safeguard against loss, damage, or theft.

**Deferred Charges** - The recognition of certain expenditures is deferred to future periods. These expenditures, or deferred charges, are generally overexpenditures of legally adopted budget appropriations or emergency appropriations made in accordance with N.J.S.A. 40A:4-46 et seq. Deferred charges are subsequently raised as items of appropriation in budgets of succeeding years.

**Fund Balance** - Fund Balance included in the current fund represents amounts available for anticipation as revenue in future years' budgets, with certain restrictions.

**Revenues** - Revenues are recorded when received in cash except for certain amounts which are due from other governmental units. Revenue from federal and state grants is realized when anticipated as such in the County's budget. Receivables for property taxes are recorded with offsetting reserves on the statement of assets, liabilities, reserves and fund balance of the County's current fund; accordingly, such amounts are not recorded as revenue until collected. Other amounts that are due to the County which are susceptible to accrual are also recorded as receivables with offsetting reserves and recorded as revenue when received.

**Property Tax Revenues** - Every municipality in the county is responsible for levying, collecting and remitting county taxes for the County of Camden. Property tax revenues are collected in quarterly installments due February 1, May 1, August 1, and November 1 and are due and payable to the County of Camden by February 15, May 15, August 15, and November 15. Operations for every municipality are charged for the amount due the County for the year, based upon the ratables required to be certified to the County Board of Taxation by January 10 of the current year. In addition, operations for every municipality are charged for the County share of Added and Omitted Taxes certified to the County Board of Taxation by October 10 of the current year and due to be paid to the County by February 15 of the following year.

**Note 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

**Expenditures** - Expenditures are recorded on the "budgetary" basis of accounting. Generally, expenditures are recorded when paid. However, for charges to amounts appropriated for "other expenses", an amount is encumbered through the issuance of a numerically controlled purchase order or when a contract is executed in accordance with N.J.A.C. 5:30-5.2. When encumbered charges are paid, the amount encumbered is simultaneously liquidated in its original amount. Encumbrances are offset by an account entitled reserve for encumbrances. The reserve is classified as a cash liability under New Jersey municipal accounting. At December 31, this reserve represents the portion of appropriation reserves that has been encumbered and is subject to the same statutory provisions as appropriation reserves.

Appropriations for principal and interest payments on outstanding general capital debt are provided on the cash basis.

**Appropriation Reserves** - Appropriation reserves covering unexpended appropriation balances are automatically created at year-end and recorded as liabilities, except for amounts which may be canceled by the governing body. Appropriation reserves are available, until lapsed at the close of the succeeding year, to meet specific claims, commitments, or contracts incurred during the preceding year. Lapsed appropriation reserves are recorded as income.

**Long-Term Debt** - Long-term debt, relative to the acquisition of capital assets, is recorded as a liability in the general capital fund.

**Compensated Absences and Postemployment Benefits** - Compensated absences for vacation, sick leave and other compensated absences are recorded and provided for in the annual budget in the year in which they are paid, on a pay-as-you-go basis. Likewise, no accrual is made for postemployment benefits, if any, which are also funded on a pay-as-you-go basis.

**Impact of Recently Issued Accounting Principles****Recently Issued and Adopted Accounting Pronouncements**

For the year ended December 31, 2018, the County adopted GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. As a result of adopting Statement No. 75, the County was required to measure and disclose liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures related to their postemployment benefits plan. As a result of the regulatory basis of accounting previously described in note 1, the implementation of this Statement only required financial statement disclosures. There exists no impact on the financial statements of the County.

**Note 2: CASH AND CASH EQUIVALENTS**

**Custodial Credit Risk Related to Deposits** - Custodial credit risk is the risk that, in the event of a bank failure, the County's deposits might not be recovered. Although the County does not have a formal policy regarding custodial credit risk, N.J.S.A. 17:9-41 et seq. requires that governmental units shall deposit public funds in public depositories protected from loss under the provisions of the Governmental Unit Deposit Protection Act (GUDPA). Under the Act, the first \$250,000.00 of governmental deposits in each insured depository is protected by the Federal Deposit Insurance Corporation (FDIC). Public funds owned by the municipality in excess of FDIC insured amounts are protected by GUDPA. However, GUDPA does not protect intermingled agency funds such as salary withholdings, bail funds, or funds that may pass to the municipality relative to the happening of a future condition. Such funds are classified as uninsured and uncollateralized as noted below.

As of December 31, 2018, the County's bank balances of \$261,119,216.82, \$3,065,827.83 was uninsured and uncollateralized.

**Note 3: PROPERTY TAXES**

The following is a five-year comparison of certain statistical information relative to property taxes and property tax collections for the current and previous four years.

**Comparative Schedule of Tax Rates**

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
General Tax Rate	<u>\$.8217</u>	<u>\$.8192</u>	<u>\$.8159</u>	<u>\$.8082</u>	<u>\$.7840</u>
Open Space Tax Rate	<u>\$.0200</u>	<u>\$.0200</u>	<u>\$.0200</u>	<u>\$.0200</u>	<u>\$.0200</u>

**Assessed Valuation**

2018	\$38,114,464,318
2017	37,763,560,647
2016	37,296,017,018
2015	36,820,011,052
2014	37,266,969,933

**Comparison of Tax Levies and Collections**

<u>Year</u>	<u>Tax Levy</u>	<u>Collections</u>	<u>Percentage of Collections</u>
2018	\$312,951,834	\$312,951,834	100.00%
2017	308,631,000	308,631,000	100.00%
2016	302,639,654	302,639,654	100.00%
2015	296,996,717	296,996,717	100.00%
2014	291,262,738	291,262,738	100.00%

**Note 4: FUND BALANCES APPROPRIATED**

The following schedules detail the amount of fund balances available at the end of the current year and four previous years and the amounts utilized in the subsequent year's budgets:

<u>Year</u>	<u>Balance Dec. 31</u>	<u>Utilized In Budget of Succeeding Year</u>	<u>Percentage of Fund Balance Used</u>
<b><u>Current Fund</u></b>			
2018	\$86,947,529.62	\$21,056,470.00	24.22%
2017	69,054,149.35	17,417,382.00	28.56%
2016	55,228,808.15	16,148,579.00	29.24%
2015	48,542,538.08	13,965,634.00	28.77%
2014	47,188,517.64	11,247,791.00	23.84%



**Note 5: INTERFUND RECEIVABLES AND PAYABLES**

The following interfund balances were recorded on the various statements of assets, liabilities, reserves and fund balance as of December 31, 2018:

<u>Fund</u>	<u>Interfunds Receivable</u>	<u>Interfunds Payable</u>
Current Fund	\$ 2,645,761.28	\$114,188,808.64
Federal and State Grant Fund		1,828,466.59
Trust Other Funds	105,818,340.93	
Trust Open Space Fund	8,370,467.71	
General Capital Fund		817,294.69
	<u>\$116,834,569.92</u>	<u>\$116,834,569.92</u>

The interfund receivables and payables above predominately resulted from collections and payments made by certain funds on behalf of other funds. During the year 2019, the County expects to liquidate such interfunds, depending upon the availability of cash flow.

**Note 6: PENSION PLANS**

A substantial number of the County's employees participate in one of the following defined benefit pension plans: the Public Employees' Retirement System ("PERS") and the Police and Firemen's Retirement System ("PFRS"), which are administered by the New Jersey Division of Pensions and Benefits. In addition, several County employees participate in the Defined Contribution Retirement Program ("DCRP"), which is a defined contribution pension plan. This Plan is administered by Prudential Financial for the New Jersey Division of Pensions and Benefits. Each Plan has a Board of Trustees that is primarily responsible for its administration. The Division issues a publicly available financial report that includes financial statements, required supplementary information and detailed information about the PERS and PFRS plan's fiduciary net position which can be obtained by writing to or at the following website:

State of New Jersey  
Division of Pensions and Benefits  
P.O. Box 295  
Trenton, New Jersey 08625-0295  
<https://www.nj.gov/treasury/pensions/financial-reports.shtml>

**General Information about the Pension Plans****Plan Descriptions**

**Public Employees' Retirement System** - The Public Employees' Retirement System is a cost-sharing multiple-employer defined benefit pension plan which was established as of January 1, 1955, under the provisions of N.J.S.A. 43:15A. The PERS' designated purpose is to provide retirement, death, disability and medical benefits to certain qualified members. Membership in the PERS is mandatory for substantially all full-time employees of the County, provided the employee is not required to be a member of another state-administered retirement system or other state pensions fund or local jurisdiction's pension fund. The PERS' Board of Trustees is primarily responsible for the administration of the PERS.

**Note 6: PENSION PLANS (CONT'D)****General Information about the Pension Plans (Cont'd)****Plan Descriptions (Cont'd)**

**Police and Firemen's Retirement System** - The Police and Firemen's Retirement System is a cost-sharing multiple-employer defined benefit pension plan which was established as of July 1, 1944, under the provisions of N.J.S.A. 43:16A. The PFRS' designated purpose is to provide retirement, death, disability and medical benefits to certain qualified members. Membership in the PFRS is mandatory for substantially all full-time police and firemen of the County. The PFRS' Board of Trustees is primarily responsible for the administration of the PFRS.

**Defined Contribution Retirement Program** - The Defined Contribution Retirement Program is a multiple-employer defined contribution pension fund established on July 1, 2007 under the provisions of Chapter 92, P.L. 2007, and Chapter 103, P.L. 2007 (N.J.S.A. 43:15C-1 et seq.). The DCRP is a tax-qualified defined contribution money purchase pension plan under Internal Revenue Code (IRC) § 401(a) et seq., and is a "governmental plan" within the meaning of IRC § 414(d). The DCRP provides retirement benefits for eligible employees and their beneficiaries. Individuals covered under DCRP are employees enrolled in PERS on or after July 1, 2007, who earn salary in excess of established "maximum compensation" limits; employees enrolled in New Jersey State Police Retirement System (SPRS) or the Police and Firemen's Retirement System (PFRS) after May 21, 2010, who earn salary in excess of established "maximum compensation" limits; employees otherwise eligible to enroll in PERS on or after November 2, 2008, who do not earn the minimum annual salary for tier 3 enrollment but who earn salary of at least \$5,000.00 annually; and employees otherwise eligible to enroll in PERS after May 21, 2010 who do not work the minimum number of hours per week required for tiers 4 or 5 enrollment, but who earn salary of at least \$5,000.00 annually.

**Vesting and Benefit Provisions**

**Public Employees' Retirement System** - The vesting and benefit provisions are set by N.J.S.A. 43:15A. The PERS provides retirement, death and disability benefits. All benefits vest after 10 years of service, except for medical benefits, which vest after 25 years of service or under the disability provisions of the PERS.

The following represents the membership tiers for PERS:

**Tier Definition**

- 1 Members who were enrolled prior to July 1, 2007
- 2 Members who were eligible to enroll on or after July 1, 2007 and prior to November 2, 2008
- 3 Members who were eligible to enroll on or after November 2, 2008 and prior to May 21, 2010
- 4 Members who were eligible to enroll after May 21, 2010 and prior to June 28, 2011
- 5 Members who were eligible to enroll on or after June 28, 2011

Service retirement benefits of 1/55<sup>th</sup> of final average salary for each year of service credit is available to tiers 1 and 2 members upon reaching age 60 and to tier 3 members upon reaching age 62. Service retirement benefits of 1/60<sup>th</sup> of final average salary for each year of service credit is available to tier 4 members upon reaching age 62 and tier 5 members upon reaching age 65. Early retirement benefits are available to tiers 1 and 2 members before reaching age 60, tiers 3 and 4 with 25 years or more of service credit before age 62, and tier 5 with 30 or more years of service credit before age 65. Benefits are reduced by a fraction of a percent for each month that a member retires prior to the age at which a member can receive full early retirement benefits in accordance with their respective tier. Tier 1 members can receive an unreduced benefit from age 55 to age 60 if they have at least 25 years of service. Deferred retirement is available to members who have at least 10 years of service credit and have not reached the service retirement age for the respective tier.

**Note 6: PENSION PLANS (CONT'D)****General Information about the Pension Plans (Cont'd)****Vesting and Benefit Provisions (Cont'd)**

**Police and Firemen's Retirement System** - The vesting and benefit provisions are set by N.J.S.A. 43:16A. The PFRS provides retirement, death and disability benefits. All benefits vest after 10 years of service, except disability benefits, which vest after four years of service.

The following represents the membership tiers for PFRS:

**Tier Definition**

- 1 Members who were enrolled prior to May 22, 2010
- 2 Members who were eligible to enroll on or after May 22, 2010 and prior to June 28, 2011
- 3 Members who were eligible to enroll on or after June 28, 2011

Service retirement benefits are available at age 55 and are generally determined to be 2% of final compensation for each year of creditable service up to 30 years plus 1% for each year of service in excess of 30 years. Members may seek special retirement after achieving 25 years of creditable service, in which benefits would equal 65% (tiers 1 and 2 members) and 60% (tier 3 members) of final compensation plus 1% for each year of creditable service over 25 years but not to exceed 30 years. Members may elect deferred retirement benefits after achieving ten years of service, in which case benefits would begin at age 55 equal to 2% of final compensation for each year of service.

**Defined Contribution Retirement Program** - Eligible members are provided with a defined contribution retirement plan intended to qualify for favorable Federal income tax treatment under IRC Section 401(a), a noncontributory group life insurance plan and a noncontributory group disability benefit plan. A participant's interest in that portion of his or her defined contribution retirement plan account attributable to employee contributions shall immediately become and shall at all times remain fully vested and non-forfeitable. A participant's interest in that portion of his or her defined contribution retirement plan account attributable to employer contributions shall be vested and non-forfeitable on the date the participant commences the second year of employment or upon his or her attainment of age 65, while employed by an employer, whichever occurs first.

**Contributions**

**Public Employees' Retirement System** - The contribution policy is set by N.J.S.A. 43:15A and requires contributions by active members and contributing employers. Pursuant to the provisions of Chapter 78, P.L. 2011, the active member contribution rate increased from 5.5% of annual compensation to 6.5% plus an additional 1% phased-in over 7 years beginning in July 2012. The member contribution rate was 7.34% in State fiscal year 2018. The phase-in of the additional incremental member contribution rate takes place in July of each subsequent State fiscal year. The rate for members who are eligible for the Prosecutors Part of PERS (P.L. 2001, C. 366) was 10% in State fiscal year 2018. Employers' contribution are based on an actuarially determined amount, which includes the normal cost and unfunded accrued liability.

The County's contractually required contribution rate for the year ended December 31, 2018 was 13.93% of the County's covered payroll. This amount was actuarially determined as the amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year, including an additional amount to finance any unfunded accrued liability.

**Note 6: PENSION PLANS (CONT'D)****General Information about the Pension Plans (Cont'd)****Contributions (Cont'd)**

**Public Employees' Retirement System (Cont'd)** - Based on the most recent PERS measurement date of June 30, 2018, the County's contractually required contribution to the pension plan for the year ended December 31, 2018 is \$8,395,402.00, and was payable by April 1, 2019. Due to the basis of accounting described in note 1, no liability has been recorded in the financial statements for this amount. Based on the PERS measurement date of June 30, 2017, the County's contractually required contribution to the pension plan for the year ended December 31, 2017 was \$7,839,714.00, which was paid on April 1, 2018. Employee contributions to the Plan during the year ended December 31, 2018 were \$4,635,145.99.

**Police and Firemen's Retirement System** - The contribution policy is set by N.J.S.A. 43:16A and requires contributions by active members and contributing employers. Pursuant to the provisions of P.L. 2011, C. 78, the active member contribution rate was 10% in State fiscal year 2018. Employers' contributions are based on an actuarially determined amount, which includes the normal cost and unfunded accrued liability.

*Special Funding Situation Component* - Under N.J.S.A. 43:16A-15, local participating employers are responsible for their own contributions based on actuarially determined amounts, except where legislation was passed which legally obligated the State if certain circumstances occurred. The legislation, which legally obligates the State, is as follows: Chapter 8, P.L. 2000, Chapter 318, P.L. 2001, Chapter 86, P.L. 2001, Chapter 511, P.L. 1991, Chapter 109, P.L. 1979, Chapter 247, P.L. 1993 and Chapter 201, P.L. 2001. The amounts contributed on behalf of the local participating employers under this legislation is considered to be a *special funding situation* as defined by GASB Statement No. 68 and the State is treated as a nonemployer contributing entity. Since the local participating employers do not contribute under this legislation directly to the Plan (except for employer specific financed amounts), there is no net pension liability or deferred outflows or inflows to disclose in the notes to the financial statements of the local participating employers related to this legislation.

The County's contractually required contribution rate for the year ended December 31, 2018 was 28.35% of the County's covered payroll. This amount was actuarially determined as the amount that, when combined with employee contributions, is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Based on the most recent PFRS measurement date of June 30, 2018, the County's contractually required contribution to the pension plan for the year ended December 31, 2018 is \$17,435,769.00, and was payable by April 1, 2019. Due to the basis of accounting described in note 1, no liability has been recorded in the financial statements for this amount. Based on the PFRS measurement date of June 30, 2017, the County's contractually required contribution to the pension plan for the year ended December 31, 2017 was \$15,753,200.00, which was paid on April 1, 2018. Employee contributions to the Plan during the year ended December 31, 2018 were \$6,292,716.01.

The amount of contractually required contribution for the State of New Jersey's proportionate share, associated with the County, for the year ended December 31, 2018 was 3.16% of the County's covered payroll.

**Note 6: PENSION PLANS (CONT'D)****General Information about the Pension Plans (Cont'd)****Contributions (Cont'd)**

**Police and Firemen's Retirement System (Cont'd)** - Based on the most recent PFRS measurement date of June 30, 2018, the State's contractually required contribution, on-behalf of the County, to the pension plan for the year ended December 31, 2018 is \$1,941,401.00, and was payable by April 1, 2019. Based on the PFRS measurement date of June 30, 2017, the State's contractually required contribution, on-behalf of the County, to the pension plan for the year ended December 31, 2017 was \$1,539,101.00, which was paid on April 1, 2018.

**Defined Contribution Retirement Program** - The contribution policy is set by N.J.S.A. 43:15C-3 and requires contributions by active members and contributing employers. In accordance with Chapter 92, P.L. 2007 and Chapter 103, P.L. 2007, Plan members are required to contribute 5.5% of their annual covered salary. In addition to the employee contributions, the County contributes 3% of the employees' base salary, for each pay period, to Prudential Financial not later than the fifth business day after the date on which the employee is paid for that pay period.

For the year ended December 31, 2018, employee contributions totaled \$232,672.70, and the County's contributions were \$126,909.84. There were no forfeitures during the year.

**Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions**

**Public Employees' Retirement System** - At December 31, 2018, the County's proportionate share of the PERS net pension liability was \$166,185,905.00. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The total pension liability was calculated through the use of updated procedures to roll forward from the actuarial valuation date to the measurement date of June 30, 2018. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. For the June 30, 2018 measurement date, the County's proportion was 0.8440330772%, which was a decrease of 0.0022289951% from its proportion measured as of June 30, 2017.

At December 31, 2018, the County's proportionate share of the PERS pension expense, calculated by the Plan as of the June 30, 2018 measurement date is \$12,585,804.00. This expense is not recognized by the County because of the regulatory basis of accounting as described in note 1; however, as previously mentioned, for the year ended December 31, 2018, the County's contribution to PERS was \$7,839,714.00, and was paid on April 1, 2018.

**Police and Firemen's Retirement System** - At December 31, 2018, the County's and State of New Jersey's proportionate share of the PFRS net pension liability were as follows:

County's Proportionate Share of Net Pension Liability	\$241,329,046.00
State of New Jersey's Proportionate Share of Net Pension Liability Associated with the County	<u>32,780,560.00</u>
	<u>\$274,109,606.00</u>

**Note 6: PENSION PLANS (CONT'D)****Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Cont'd)**

**Police and Firemen's Retirement System (Cont'd)** - The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The total pension liability was calculated through the use of updated procedures to roll forward from the actuarial valuation date to the measurement date of June 30, 2018. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers and the State of New Jersey, actuarially determined. For the June 30, 2018 measurement date, the County's proportion was 1.7834415759%, which was an increase of 0.0034561010% from its proportion measured as of June 30, 2017. Likewise, at June 30, 2018, the State of New Jersey's proportion, on-behalf of the County, was 1.7834415759%, which was an increase of 0.0034561010% from its proportion, on-behalf of the County, measured as of June 30, 2017.

At December 31, 2018, the County's proportionate share of the PFRS pension expense, calculated by the Plan as of the June 30, 2018 measurement date is \$31,295,670.00. This expense is not recognized by the County because of the regulatory basis of accounting as described in note 1; however, as previously mentioned, for the year ended December 31, 2018, the County's contribution to PFRS was \$15,753,200.00, and was paid on April 1, 2018.

At December 31, 2018, the State's proportionate share of the PFRS pension expense, associated with the County, calculated by the Plan as of the June 30, 2018 measurement date is \$3,882,805.00. This on-behalf expense is not recognized by the County because of the regulatory basis of accounting as described in note 1.

**Deferred Outflows of Resources and Deferred Inflows of Resources** - At December 31, 2018, the County had deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources			Deferred Inflows of Resources		
	PERS	PFRS	Total	PERS	PFRS	Total
Differences between Expected and Actual Experience	\$ 3,169,190.00	\$ 2,455,208.00	\$ 5,624,398.00	\$ 856,908.00	\$ 998,676.00	\$ 1,855,584.00
Changes of Assumptions	27,384,684.00	20,714,852.00	48,099,536.00	53,137,415.00	61,848,469.00	114,985,884.00
Net Difference between Projected and Actual Earnings on Pension Plan Investments	-	-	-	1,558,831.00	1,320,289.00	2,879,120.00
Changes in Proportion and Differences between County Contributions and Proportionate Share of Contributions	10,798,642.00	29,009,274.00	39,807,916.00	1,545,180.00	14,895,323.00	16,440,503.00
County Contributions Subsequent to the Measurement Date	4,197,701.00	8,717,885.00	12,915,586.00	-	-	-
	<u>\$ 45,550,217.00</u>	<u>\$ 60,897,219.00</u>	<u>\$ 106,447,436.00</u>	<u>\$ 57,098,334.00</u>	<u>\$ 79,062,757.00</u>	<u>\$ 136,161,091.00</u>

\$4,197,701.00 and \$8,717,885.00 for PERS and PFRS, respectively, included in deferred outflows of resources, will be included as a reduction of the net pension liability in the year ending December 31, 2019. These amounts were based on an estimated April 1, 2020 contractually required contribution, prorated from the pension plans' measurement date of June 30, 2018 to the County's year end of December 31, 2018.

**Note 6: PENSION PLANS (CONT'D)****Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Cont'd)**

**Deferred Outflows of Resources and Deferred Inflows of Resources (Cont'd)** - The County will amortize the above other deferred outflow of resources and deferred inflows of resources related to pensions over the following number of years:

	PERS		PFRS	
	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between Expected and Actual Experience				
Year of Pension Plan Deferral:				
June 30, 2014	-	-	-	-
June 30, 2015	5.72	-	-	5.53
June 30, 2016	5.57	-	-	5.58
June 30, 2017	5.48	-	5.59	-
June 30, 2018	-	5.63	5.73	-
Changes of Assumptions				
Year of Pension Plan Deferral:				
June 30, 2014	6.44	-	6.17	-
June 30, 2015	5.72	-	5.53	-
June 30, 2016	5.57	-	5.58	-
June 30, 2017	-	5.48	-	5.59
June 30, 2018	-	5.63	-	5.73
Net Difference between Projected and Actual Earnings on Pension Plan Investments				
Year of Pension Plan Deferral:				
June 30, 2014	-	5.00	-	5.00
June 30, 2015	5.00	-	5.00	-
June 30, 2016	5.00	-	5.00	-
June 30, 2017	-	5.00	-	5.00
June 30, 2018	-	5.00	-	5.00
Changes in Proportion and Differences between County Contributions and Proportionate Share of Contributions				
Year of Pension Plan Deferral:				
June 30, 2014	6.44	6.44	6.17	6.17
June 30, 2015	5.72	5.72	5.53	5.53
June 30, 2016	5.57	5.57	5.58	5.58
June 30, 2017	5.48	5.48	5.59	5.59
June 30, 2018	5.63	5.63	5.73	5.73

**Note 6: PENSION PLANS (CONT'D)****Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions (Cont'd)**

**Deferred Outflows of Resources and Deferred Inflows of Resources (Cont'd)** - Other amounts included as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in future periods as follows:

<b>Year Ending Dec 31,</b>	<b><u>PERS</u></b>	<b><u>PFRS</u></b>	<b><u>Total</u></b>
2019	\$ 4,507,829.00	\$ 14,515,953.00	\$ 19,023,782.00
2020	1,620,007.00	(3,499,751.00)	(1,879,744.00)
2021	(9,510,707.00)	(20,292,454.00)	(29,803,161.00)
2022	(9,128,224.00)	(13,737,462.00)	(22,865,686.00)
2023	(3,234,723.00)	(3,869,709.00)	(7,104,432.00)
	<u>\$ (15,745,818.00)</u>	<u>\$ (26,883,423.00)</u>	<u>\$ (42,629,241.00)</u>

**Actuarial Assumptions**

The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The total pension liability was calculated through the use of updated procedures to roll forward from the actuarial valuation date to the measurement date of June 30, 2018. This actuarial valuation used the following actuarial assumptions, applied to all periods included in the measurement:

	<b><u>PERS</u></b>	<b><u>PFRS</u></b>
Inflation Rate	2.25%	2.25%
Salary Increases:		
Through 2026	1.65% - 4.15% Based on Age	2.10% - 8.98% Based on Age
Thereafter	2.65% - 5.15% Based on Age	3.10% - 9.98% Based on Age
Investment Rate of Return	7.00%	7.00%
Period of Actuarial Experience		
Study upon which Actuarial		
Assumptions were Based	July 1, 2011 - June 30, 2014	July 1, 2010 - June 30, 2013



**Note 6: PENSION PLANS (CONT'D)****Actuarial Assumptions (Cont'd)**

For PERS, preretirement mortality rates were based on the RP-2000 Employee Preretirement Mortality Table for male and female active participants. For State employees, mortality tables are set back 4 years for males and females. For local employees, mortality tables are set back 2 years for males and 7 years for females. In addition, the tables provide for future improvements in mortality from the base year of 2013 using a generational approach based on the Conduent modified 2014 projection scale. Postretirement mortality rates were based on the RP-2000 Combined Healthy Male and Female Mortality Tables (set back 1 year for males and females) for service retirements and beneficiaries of former members. In addition, the tables for service retirements and beneficiaries of former members provide for future improvements in mortality from 2012 to 2013 using Projection Scale AA and using a generational approach based on the Conduent modified 2014 projection scale thereafter. Disability retirement rates used to value disabled retirees were based on the RP-2000 Disabled Mortality Table (set back 3 years for males and set forward 1 year for females).

For PFRS, preretirement mortality rates were based on the RP-2000 Combined Healthy Mortality tables projected on a generational basis from the base year of 2000 to 2013 using Projection Scale BB and the Conduent modified 2014 projection scale thereafter. For preretirement accidental mortality, a custom table with representative rates was used and there is no mortality improvements assumed. Post-retirement mortality rates for male service retirements are based the RP-2000 Combined Healthy Mortality Tables projected on a generational basis using Projection Scale AA from the base year of 2012 to 2013 and the Conduent modified 2014 projection scale thereafter. Postretirement mortality rates for female service retirements and beneficiaries were based on the RP-2000 Combined Healthy Mortality Tables projected on a generational basis from the base year 2000 to 2013 using Projection Scale BB and the Conduent modified 2014 projection scale thereafter. Disability mortality rates were based on a custom table with representative rates and no mortality improvements assumed.

For PERS and PFRS, in accordance with State statute, the long-term expected rate of return on Plan investments (7.00% at June 30, 2018) is determined by the State Treasurer, after consultation with the Directors of the Division of Investments and Division of Pensions and Benefits, the board of trustees and the actuaries. The long-term expected rate of return was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension Plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

**Note 6: PENSION PLANS (CONT'D)****Actuarial Assumptions (Cont'd)**

Best estimates of arithmetic rates of return for each major asset class included in PERS' and PFRS' target asset allocation as of June 30, 2018 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Risk Mitigation Strategies	5.00%	5.51%
Cash Equivalents	5.50%	1.00%
U.S. Treasuries	3.00%	1.87%
Investment Grade Credit	10.00%	3.78%
High Yield	2.50%	6.82%
Global Diversified Credit	5.00%	7.10%
Credit Oriented Hedge Funds	1.00%	6.60%
Debt Related Private Equity	2.00%	10.63%
Debt Related Real Estate	1.00%	6.61%
Private Real Asset	2.50%	11.83%
Equity Related Real Estate	6.25%	9.23%
U.S. Equity	30.00%	8.19%
Non-U.S. Developed Markets Equity	11.50%	9.00%
Emerging Markets Equity	6.50%	11.64%
Buyouts/Venture Capital	8.25%	13.08%
	<u>100.00%</u>	

**Discount Rate** - The discount rate used to measure the total pension liability at June 30, 2018 was 5.66% for PERS and 6.51% for PFRS. For both PERS and PFRS, the respective single blended discount rates were based on the long-term expected rate of return on pension Plan investments of 7.00%, and a municipal bond rate of 3.87% as of June 30, 2018, based on the Bond Buyer Go 20-Bond Municipal Bond Index which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The projection of cash flows used to determine the discount rates assumed that contributions from Plan members will be made at the current member contribution rates and that contributions from employers and the nonemployer contributing entity will be made based on the contribution rate in the most recent fiscal year. The State employer contributed 50% of the actuarially determined contributions and the local employers contributed 100% of their actuarially determined contributions. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make projected future benefit payments of current Plan members through 2046 for PERS and through 2062 for PFRS; therefore, the long-term expected rate of return on Plan investments was applied to projected benefit payments through 2046 for PERS and through 2062 for PFRS, and the municipal bond rate was applied to projected benefit payments after that date in determining the total pension liabilities.

**Note 6: PENSION PLANS (CONT'D)****Sensitivity of County's Proportionate Share of Net Pension Liability to Changes in the Discount Rate**

**Public Employees' Retirement System (PERS)** - The following presents the County's proportionate share of the net pension liability at June 30, 2018, the Plan's measurement date, calculated using a discount rate of 5.66%, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rates used:

	<b>PERS</b>		
	<b>1% Decrease (4.66%)</b>	<b>Current Discount Rate (5.66%)</b>	<b>1% Increase (6.66%)</b>
County's Proportionate Share of the Net Pension Liability	<u>\$208,959,629.00</u>	<u>\$166,185,906.00</u>	<u>\$130,301,488.00</u>

**Police and Firemen's Retirement System (PFRS)** - As previously mentioned, PFRS has a special funding situation, where the State of New Jersey pays a portion of the County's annual required contribution. As such, the net pension liability as of June 30, 2018, the Plan's measurement date, for the County and the State of New Jersey, calculated using a discount rate of 6.51%, as well as using a discount rate that is 1% lower or 1% higher than the current rates used is as follows:

	<b>PFRS</b>		
	<b>1% Decrease (5.51%)</b>	<b>Current Discount Rate (6.51%)</b>	<b>1% Increase (7.51%)</b>
County's Proportionate Share of the Net Pension Liability	\$322,988,981.00	\$241,329,046.00	\$173,974,475.00
State of New Jersey's Proportionate Share of Net Pension Liability associated with the County	<u>43,872,711.69</u>	<u>32,780,560.00</u>	<u>23,631,555.32</u>
	<u>\$366,861,692.69</u>	<u>\$274,109,606.00</u>	<u>\$197,606,030.32</u>

**Pension Plan Fiduciary Net Position**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the respective fiduciary net position of the PERS and PFRS and additions to/deductions from PERS and PFRS' respective fiduciary net position have been determined on the same basis as they are reported by PERS and PFRS. Accordingly, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. For additional information about PERS and PFRS, please refer to the Plan's Comprehensive Annual Financial Report (CAFR) which can be found at <https://www.nj.gov/treasury/pensions/financial-reports.shtml>.

**Note 6: PENSION PLANS (CONT'D)****Supplementary Pension Information**

In accordance with GASBS 68, the following information is also presented for the PERS and PFRS Pension Plans. These schedules are presented to illustrate the requirements to show information for 10 years; however, until a full 10-year trend is compiled, this presentation will only include information for those years for which information is available.

***Schedule of the County's Proportionate Share of the Net Pension Liability - Public Employees' Retirement System (PERS) (Last Six Years)***

	<u>Measurement Date Ended June 30,</u>		
	<u>2018</u>	<u>2017</u>	<u>2016</u>
County's Proportion of the Net Pension Liability	0.8440330772%	0.8422898585%	0.7960511498%
County's Proportionate Share of the Net Pension Liability	\$166,185,905.00	\$196,071,615.00	\$235,767,518.00
County's Covered Payroll (Plan Measurement Period)	\$ 58,596,220.00	\$ 57,979,880.00	\$ 53,993,060.00
County's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	283.61%	338.17%	436.66%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	53.60%	48.10%	40.14%
	<u>Measurement Date Ended June 30,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
County's Proportion of the Net Pension Liability	0.7871615483%	0.7261515294%	0.7525099722%
County's Proportionate Share of the Net Pension Liability	\$176,701,994.00	\$135,955,427.00	\$143,819,607.00
County's Covered Payroll (Plan Measurement Period)	\$ 53,385,296.00	\$ 49,478,020.00	\$ 51,600,836.00
County's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	330.99%	274.78%	278.72%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	47.93%	52.08%	48.72%

**Note 6: PENSION PLANS (CONT'D)****Supplementary Pension Information (Cont'd)*****Schedule of the County's Contributions - Public Employees' Retirement System (PERS) (Last Six Years)***

	<u>Year Ended December 31,</u>		
	<u>2018</u>	<u>2017</u>	<u>2016</u>
County's Contractually Required Contribution	\$ 8,395,402.00	\$ 7,802,916.00	\$ 7,072,005.00
County's Contribution in Relation to the Contractually Required Contribution	<u>(8,395,402.00)</u>	<u>(7,802,916.00)</u>	<u>(7,072,005.00)</u>
County's Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
County's Covered Payroll (Calendar Year)	\$ 60,288,712.00	\$ 58,608,571.00	\$ 58,117,162.00
County's Contributions as a Percentage of Covered Payroll	13.93%	13.31%	12.17%
	<u>Year Ended December 31,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
County's Contractually Required Contribution	\$ 6,767,478.00	\$ 5,986,288.00	\$ 5,670,009.00
County's Contribution in Relation to the Contractually Required Contribution	<u>(6,767,478.00)</u>	<u>(5,986,288.00)</u>	<u>(5,670,009.00)</u>
County's Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
County's Covered Payroll (Calendar Year)	\$ 54,513,835.00	\$ 52,687,329.00	\$ 49,828,432.00
County's Contributions as a Percentage of Covered Payroll	12.41%	11.36%	11.38%

**Note 6: PENSION PLANS (CONT'D)****Supplementary Pension Information (Cont'd)*****Schedule of the County's Proportionate Share of the Net Pension Liability - Police and Firemen's Retirement System (PFRS) (Last Six Years)***

	<u>Measurement Date Ended June 30,</u>		
	<u>2018</u>	<u>2017</u>	<u>2016</u>
County's Proportion of the Net Pension Liability	1.7834415756%	1.7799854746%	1.8587984127%
County's Proportionate Share of the Net Pension Liability	\$241,329,046.00	\$274,795,345.00	\$355,078,044.00
State's Proportionate Share of the Net Pension Liability associated with the County	32,780,560.00	30,779,393.00	29,817,749.00
Total	<u>\$274,109,606.00</u>	<u>\$305,574,738.00</u>	<u>\$384,895,793.00</u>
County's Covered Payroll (Plan Measurement Period)	\$ 59,127,168.00	\$ 57,492,628.00	\$ 59,609,448.00
County's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	408.15%	477.97%	595.67%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	62.48%	58.60%	52.01%
	<u>Measurement Date Ended June 30,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
County's Proportion of the Net Pension Liability	1.7671815323%	1.6322006103%	1.2179736907%
County's Proportionate Share of the Net Pension Liability	\$294,350,842.00	\$205,315,698.00	\$161,918,611.00
State's Proportionate Share of the Net Pension Liability associated with the County	25,813,582.00	22,109,050.00	15,092,782.00
Total	<u>\$320,164,424.00</u>	<u>\$227,424,748.00</u>	<u>\$177,011,393.00</u>
County's Covered Payroll (Plan Measurement Period)	\$ 56,040,476.00	\$ 42,404,244.00	\$ 38,441,676.00
County's Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	525.25%	484.19%	421.21%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	56.31%	62.41%	58.70%

**Note 6: PENSION PLANS (CONT'D)****Supplementary Pension Information (Cont'd)*****Schedule of the County's Contributions - Police and Firemen's Retirement System (PFRS) (Last Six Years)***

	<u>Year Ended December 31,</u>		
	<u>2018</u>	<u>2017</u>	<u>2016</u>
County's Contractually Required Contribution	\$ 17,435,769.00	\$ 15,753,200.00	\$ 15,155,538.00
County's Contribution in Relation to the Contractually Required Contribution	<u>(17,435,769.00)</u>	<u>(15,753,200.00)</u>	<u>(15,155,538.00)</u>
County's Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
County's Covered Payroll (Calendar Year)	\$ 61,506,167.00	\$ 58,797,150.00	\$ 57,507,426.00
County's Contributions as a Percentage of Covered Payroll	28.35%	26.79%	26.35%
	<u>Year Ended December 31,</u>		
	<u>2015</u>	<u>2014</u>	<u>2013</u>
County's Contractually Required Contribution	\$ 14,364,550.00	\$ 12,536,428.00	\$ 8,886,065.00
County's Contribution in Relation to the Contractually Required Contribution	<u>(14,364,550.00)</u>	<u>(12,536,428.00)</u>	<u>(8,886,065.00)</u>
County's Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
County's Covered Payroll (Calendar Year)	\$ 58,581,505.00	\$ 56,342,864.00	\$ 46,593,073.00
County's Contributions as a Percentage of Covered Payroll	24.52%	22.25%	19.07%

**Note 6: PENSION PLANS (CONT'D)****Other Notes to Supplementary Pension Information*****Public Employees' Retirement System (PERS)***Changes in Benefit Terms

None

Changes in Assumptions

The Discount Rate changed at June 30th over the following years, 5.39% 2014, 4.90% 2015, 3.98% 2016, 5.00% 2017 and 5.66% 2018.

The Long-term Expected Rate of Return changed at June 30<sup>th</sup> over the following years, 7.90% 2014 and 2015, 7.65% 2016, 7.00% 2017 and 2018.

For 2016, demographic assumptions were revised in accordance with the results of the July 1, 2011 - June 30, 2014 experience study and the mortality improvement scale incorporated the Plan actuary's modified MP-2014 projection scale. Further, salary increases were assumed to increase between 1.65% and 4.15% (based on age) through fiscal year 2026 and 2.65% and 5.15% (based on age) for each fiscal year thereafter.

For 2015, the social security wage base was set at \$118,500.00 for 2015, increasing 4.00% per annum, compounded annually and the 401(a)(17) pay limit was set at \$265,000.00 for 2015, increasing 3.00% per annum, compounded annually.

***Police and Firemen's Retirement System (PFRS)***Changes in Benefit Terms

In 2017, Chapter 26, P.L. 2016 increased the accidental death benefit payable to children if there is no surviving spouse to 70% of final compensation.

Changes in Assumptions

The Discount Rate changed at June 30th over the following years, 6.32% 2014, 5.79% 2015, 5.55% 2016, 6.14% 2017 and 6.51% 2018.

The Long-term Expected Rate of Return changed at June 30<sup>th</sup> over the following years, 7.90% 2014 and 2015, 7.65% 2016, 7.00% 2017 and 2018.

For 2016, the mortality improvement scale incorporated the Plan actuary's modified 2014 projection scale. Further, salary increases were assumed to increase between 2.10% and 8.98% (based on age) through fiscal year 2026 and 3.10% and 9.98% (based on age) for each fiscal year thereafter.

For 2015, demographic assumptions were revised in accordance with the results of the July 1, 2010 - June 30, 2013 experience study.



**Note 7: COMPENSATED ABSENCES**

County employees are entitled to paid sick leave each year. The various Union contracts and or years of service define the number of sick leave days that can be earned. Accumulated sick leave may be carried forward until retirement. Unused sick benefits may be paid upon retirement. Union contracts define which employees are entitled to receive compensation for unused sick leave and the rate of pay at which they will be paid.

Unused vacation days for the year may be accumulated and carried forward up to a maximum of one year allowed vacation time.

All full time union employees are entitled to time off (Comp-Time) in lieu of receiving pay for overtime worked at the rate of one and one half hours for every hour worked.

Unused Comp-Time may be accumulated and carried forward indefinitely and upon termination or retirement must be paid in full at the employees' current rate of pay.

The County has established a Compensated Absences Trust Fund to set aside funds for future payments of compensated absences. At year end the balance of the fund was \$897,405.90. It is estimated that at December 31, all accrued time is valued at \$13,203,453.11 which is a net increase of \$1,083,560.52 from last year.

**Note 8: DEFERRED COMPENSATION SALARY ACCOUNT**

The County offers its eligible employees two Deferred Compensation Plans in accordance with Internal Revenue Code Section 457, which have been approved by the Division of Local Government Services. The first plan is a contributory plan available to all eligible employees at their option. The second plan is a contributory plan available only to employees who work for Camden County One Stop and are not eligible to join the PERS system. These plans permit the employees to defer a portion of their salaries to future years. The amounts so deferred are not available to the employees until termination, retirement, death or unforeseeable emergency.

The County also offers the employees of Camden County One Stop, a non-contributory Variable Defined Contribution Plan in order to give those employees who cannot belong to the PERS system benefits similar to the other employees. This plan consists of contributions made by the employer on behalf of the employees at the same rate as if they were members of the PERS system. The contributions are not vested until the fifth year of participation.

All deferred compensation plan assets, including those deferred under Section 457, must be held in trust for the exclusive benefit of participating employees and not be accessible by the County or its creditors. Since the County does not have a fiduciary relationship with any of these Plans, the balances and activities of the Plans are not reported in the County's financial statements.

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)**

**Plan Description and Benefits Provided** - The County provides postretirement health care benefits through a health plan for retirees, which includes a medical and prescription plan (the "County Plan"). The County provides a single employer post-employment healthcare plan, which is not administered through a trust that meets the criteria in paragraph 4 of the GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions*, and covers the following retiree population: employees retiring with twenty-five (25) or more years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system, and employees retiring on an accidental disability pension, to receive fully paid health and prescription benefits. The County Plan also allows employees retiring at age 62 or older with at least fifteen (15) years of service with Camden County and/or affiliated organizations; or retiring with at least ten (10) years of service with Camden County and/or affiliated organizations and twenty-five (25) or more years of service credit in a state or locally administered retirement system; or retiring on an ordinary disability pension, to receive health and prescription benefits subject to a variety of co-pays based on years of service and respective retirement system. The benefit provisions of the plans that participate may be established or amended by the respective employer entities; for the County Plan that authority rests with the Board of Chosen Freeholders. The plan does not issue a separate financial report.

**Employees Covered by Benefit Terms** - As of December 31, 2018, the most recent actuarial valuation date, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently Receiving Benefit Payments	1,148
Inactive Employees Entitled to but Not Yet Receiving Benefit Payments	-
Active Employees	<u>1,481</u>
	<u>2,629</u>

**Total OPEB Liability**

The County's total OPEB liability of \$743,547,500.75 was measured as of December 31, 2018 and was determined by an actuarial valuation as of December 31, 2017.

**Actuarial Assumptions and Other Inputs** - The following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.50% Annually
Salary Increases	See "Salary Increases" Table
Discount Rate	3.44%
Healthcare Cost Trend Rates	5.75% Pre-Medicare Medical and Post-Medicare medical and then decreasing to a 5.00% long-term trend rate after eight years. Post-Medicare PPO, the trend rate is 4.50%. 9.75% Pre-Medicare and Post-Medicare prescription drug benefits and then decreasing to a 5.00% long-term trend rate after seven years.
Retirees' Share of Benefit-Related Costs	See "Retirees' Share of Benefit-Related Costs" Table

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)****Actuarial Assumptions and Other Inputs (Cont'd)**

Salary Increases	Annual Rate of Increase (%)		
	<u>FYE 2016 to FYE 2026</u>	<u>FYE 2026 and Later</u>	
State Police Retirement System			
Increase at All Ages (%)	2.95%	3.95%	
Public Employees' Retirement System (PERS)			
Age 25	3.90%	4.90%	
Age 30	3.65%	4.65%	
Age 35	3.40%	4.40%	
Age 40	3.15%	4.15%	
Age 45	2.90%	3.90%	
Age 50	2.65%	3.65%	
Age 55	2.40%	3.40%	
Age 60	2.15%	3.15%	
Age 65	1.65%	2.65%	
Police and Firemen's Retirement System (PFRS)			
Age 25	8.98%	9.98%	
Age 30	5.97%	6.97%	
Age 35	4.17%	5.17%	
Age 40	3.33%	4.33%	
Age 45	2.90%	3.90%	
<b>Retirees' Share of Benefit-Related Costs</b>			
	<b><u>Retirement Allowance (RA)</u></b>	<b><u>Single</u></b>	<b><u>Family</u></b>
	RA < \$20k	4.50%	3.43%
	\$20k =< RA < \$25k	5.50%	3.43%
	\$25k =< RA < \$30k	7.50%	4.43%
	\$30k =< RA < \$35k	10.00%	5.85%
	\$35k =< RA < \$40k	11.00%	6.85%
	\$40k =< RA < \$45k	12.00%	7.85%
	\$45k =< RA < \$50k	14.00%	9.85%
	\$50k =< RA < \$55k	20.00%	14.55%
	\$55k =< RA < \$60k	23.00%	16.55%
	\$60k =< RA < \$65k	27.00%	20.40%
	\$65k =< RA < \$70k	29.00%	22.40%
	\$70k =< RA < \$75k	32.00%	25.40%
	\$75k =< RA < \$80k	33.00%	26.40%
	\$80k =< RA < \$85k	34.00%	27.40%
	\$85k =< RA < \$90k	34.00%	29.40%
	\$90k =< RA < \$95k	34.00%	29.70%
	\$95k =< RA < \$100k	35.00%	29.85%
	\$100k =< RA < \$110k	35.00%	34.55%
	\$110k =< RA	35.00%	35.00%

The discount rate was based on the 20-Bond General Obligation (GO) Index.

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)**

**Actuarial Assumptions and Other Inputs (Cont'd)** - Mortality rates were based on the following:

*Pre-Retirement* - Pub-2010 Headcount-Weighted Employee Mortality Table with Fully Generational Mortality Improvement Projections with Scale MP-2018

*Post-Retirement* - Pub-2010 Headcount-Weighted Healthy Annuitant Mortality Table with Fully Generational Mortality Improvement Projections with Scale MP-2018

An experience study was not performed on the actuarial assumptions used in the December 31, 2018 valuation since the Plan had insufficient data to produce a study with credible results. Mortality rates, termination rates and retirement rates were based on standard tables issued by the Society of Actuaries. The actuary has used their professional judgement in applying these assumptions to this Plan.

**Changes in Total OPEB Liability**

Balance at December 31, 2017		\$ 643,714,935.64
Changes for the Year:		
Service Cost	\$ 28,418,315.69	
Interest Cost	25,075,782.18	
Benefit Payments	(17,669,503.00)	
Changes in Assumptions	64,007,970.24	
Difference Between Expected and Actual Experience	-	
Net Changes		99,832,565.11
Balance at December 31, 2018		\$ 743,547,500.75

Changes of benefit terms reflect no increase in the retirees' share of health insurance premiums.

Changes of assumptions and other inputs reflect a change in the discount rate from 3.78% at December 31, 2017 to 3.44% at December 31, 2018.

**Sensitivity of Total OPEB Liability to Changes in Discount Rate** - The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated for using a discount rate that is 1-percentage -point lower or 1-percentage-point higher than the current discount rate:

	<b>1.00% Decrease (2.44%)</b>	<b>Current Discount Rate (3.44%)</b>	<b>1.00% Increase (4.44%)</b>
Total OPEB Liability	\$ 898,127,992.00	\$ 743,547,500.75	\$ 625,521,695.00

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)**

**Sensitivity of Total OPEB Liability to Changes in Healthcare Cost Trend Rates** - The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	<b><u>1.00% Decrease</u></b>	<b><u>Healthcare Cost Trend Rate</u></b>	<b><u>1.00% Increase</u></b>
Total OPEB Liability	<u>\$ 609,360,474.00</u>	<u>\$ 743,547,500.75</u>	<u>\$ 923,317,439.00</u>

**OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB** - For the year ended December 31, 2018, the County recognized OPEB expense of \$61,212,883.00. As of December 31, 2018, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	<b><u>Deferred Outflows of Resources</u></b>	<b><u>Deferred Inflows of Resources</u></b>
Changes of Assumptions	\$ 56,289,185.29	\$ -
Difference Between Expected and Actual Experience	-	-
Contributions Subsequent to the Measurement Date	-	-
	<u>\$ 56,289,185.29</u>	<u>\$ -</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

<b><u>Year Ending Dec. 31,</u></b>	
2019	\$ 7,718,784.94
2020	7,718,784.94
2021	7,718,784.94
2022	7,718,784.94
2023	7,718,784.94
Thereafter	<u>17,695,260.57</u>
	<u>\$ 56,289,185.29</u>

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)****Supplementary OPEB Information**

In accordance with GASBS No. 75, the following information is also presented for the County's OPEB Plan. These schedules are presented to illustrate the requirements to show information for 10 years; however, until a full 10-year trend is compiled, this presentation will only include information for those years for which information is available.

***Schedule of Changes in the County's Total OPEB Liability and Related Ratio's*****Total OPEB Liability**

Service Cost	\$ 28,418,315.69
Interest Cost	25,075,782.18
Benefit Payments	(17,669,503.00)
Changes in Assumptions	64,007,970.24
Difference Between Expected and Actual Experience	-
Net Change in Total OPEB Liability	99,832,565.11
Total OPEB Liability - Beginning of Year	643,714,935.64
Total OPEB Liability - End of Year	\$ 743,547,500.75
Covered-Employee Payroll	\$ 101,809,157.00
Total OPEB Liability as a Percentage of Covered-Employee Payroll	730.33%

**Other Notes to Supplementary OPEB Information****Changes in Benefit Terms**

None

**Changes in Assumptions**

The discount rate changed from 3.78% as of the December 31, 2017 actuarial valuation date to 3.44% as of the December 31, 2018 actuarial valuation date.

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)****General Information about the OPEB Plan**

**Plan Description and Benefits Provided** - The County provides postemployment benefits to its retirees through a separate plan described above. In addition, the State of New Jersey (the "State") provides benefits to certain County retirees and their dependents under a special funding situation as described below.

The State of New Jersey, on-behalf of the County, contributes to the State Health Benefits Local Government Retired Employees Plan (the "Plan"), which is a cost-sharing multiple-employer defined benefit other postemployment benefit (OPEB) plan with a special funding situation. It covers employees of local government employers that have adopted a resolution to participate in the Plan. The Plan meets the definition of an equivalent arrangement as defined in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for the Postemployment Benefits Other Than Pensions* (GASB Statement No. 75); therefore, assets are accumulated to pay associated benefits. For additional information about the Plan, please refer to the State of New Jersey (the State), Division of Pensions and Benefits' (the Division) Comprehensive Annual Financial Report (CAFR), which can be found at <https://www.state.nj.us/treasury/pensions/financial-reports.shtml>.

The Plan provides medical and prescription drug benefit coverage to retirees and their covered dependents of the employers. Under the provisions of Chapter 88, P.L. 1974 and Chapter 48, P.L. 1999, local government employers electing to provide postretirement medical coverage to their employees must file a resolution with the Division. Under Chapter 88, local employers elect to provide benefit coverage based on the eligibility rules and regulations promulgated by the State Health Benefits Commission. Chapter 48 allows local employers to establish their own age and service eligibility for employer paid health benefits coverage for retired employees. Under Chapter 48, the employer may assume the cost of postretirement medical coverage for employees and their dependents who: 1) retired on a disability pension; or 2) retired with 25 or more years of service credit in a State or locally administered retirement system and a period of service of up to 25 years with the employer at the time of retirement as established by the employer; or 3) retired and reached the age of 65 with 25 or more years of service credit in a State or locally administered retirement system and a period of service of up to 25 years with the employer at the time of retirement as established by the employer; or 4) retired and reached age 62 with at least 15 years of service with the employer. Further, the law provides that the employer paid obligations for retiree coverage may be determined by means of a collective negotiations agreement.

In accordance with Chapter 330, P.L. 1997, which is codified in N.J.S.A 52:14-17.32i, the State provides medical and prescription coverage to local police officers and firefighters, who retire with 25 years of service or on a disability from an employer who does not provide postretirement medical coverage. Local employers were required to file a resolution with the Division in order for their employees to qualify for State-paid retiree health benefits coverage under Chapter 330. The State also provides funding for retiree health benefits to survivors of local police officers and firefighters who die in the line of duty under Chapter 271, P.L.1989.

Pursuant to Chapter 78, P.L. 2011, future retirees eligible for postretirement medical coverage who have less than 20 years of creditable service on June 28, 2011 will be required to pay a percentage of the cost of their health care coverage in retirement provided they retire with 25 or more years of pension service credit. The percentage of the premium for which the retiree will be responsible will be determined based on the retiree's annual retirement benefit and level of coverage.

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)****General Information about the OPEB Plan (Cont'd)**

**Contributions** - The funding policy for the OPEB plan is pay-as-you-go; therefore, there is no prefunding of the liability. However, due to premium rates being set prior to each calendar year, there is a minimal amount of net position available to cover benefits in future years. Contributions to pay for the health benefit premiums of participating employees in the OPEB plan are collected from the State of New Jersey, participating local employers, and retired members.

*Special Funding Situation Component* - The State of New Jersey makes contributions to cover those employees eligible under Chapter 330, P.L. 1997, as disclosed below. Local employers remit employer contributions on a monthly basis. Retired member contributions are generally received on a monthly basis. Partially funded benefits are also available to local police officers and firefighters who retire with 25 years of service or on disability from an employer who does not provide coverage under the provisions of Chapter 330, P.L. 1997. Upon retirement, these individuals must enroll in the OPEB plan.

Under Chapter 330, P.L. 1997, the State shall pay the premium or periodic charges for the qualified local police and firefighter retirees and dependents equal to 80% of the premium or periodic charge for the category of coverage elected by the qualified retiree under the State managed care plan or a health maintenance organization participating in the program providing the lowest premium or periodic charge. The State also provides funding for retiree health benefits to survivors of local police officers and firefighters who die in the line of duty under Chapter 271, P.L.1989.

Therefore, the County is considered to be in a special funding situation as defined by GASB Statement No. 75 and the State is treated as a nonemployer contributing entity. Since the County does not contribute under this legislation directly to the Plan, there is no net OPEB liability, deferred outflows of resources or deferred inflows of resources to report in the financial statements of the local participating employers related to this legislation. However, the County is required disclose:

- a) the State's proportion (percentage) of the collective net OPEB liability that is associated with the County,
- b) the State's proportionate share of the collective net OPEB liability that is associated with the County, and
- c) the State's proportionate share of the OPEB expense that is associated with the County.

The amount of actual contributions to the OPEB Plan made by the State, on-behalf of the County, is not known, however, under the Special Funding Situation, the State's OPEB expense, on-behalf of the County, is \$6,129,678.00 for the year ended December 31, 2018 representing 9.97% of the County's covered payroll.

**OPEB Liability and OPEB Expense**

**OPEB Liability** - At December 31, 2018 the State's proportionate Share of the Net OPEB liability associated with the County is \$202,492,290.00. The net OPEB liability was measured as of June 30, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2017, which was rolled forward to June 30, 2018.

The State's proportion of the net OPEB liability, on-behalf of the County, was based on the ratio of the plan members of an individual employer to the total members of the Plan's special funding situation during the measurement period July 1, 2017 through June 30, 2018. For the June 30, 2018 measurement date, the State's proportion on-behalf of the County was 3.258728% which was an increase of 0.122390% from its proportion measured as of the June 30, 2017 measurement date.



**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)****OPEB Liability and OPEB Expense (Cont'd)**

**OPEB Expense** - At December 31, 2018, the State's proportionate share of the OPEB expense associated with the County, calculated by the Plan as of the June 30, 2018 measurement date, is \$6,129,678.00. This on-behalf expense is not recognized by the County because of the regulatory basis of accounting as described in note 1.

**Actuarial Assumptions**

The actuarial assumptions vary for each plan member depending on the pension plan in which the member is enrolled. The actuarial valuation at June 30, 2018 used the following actuarial assumptions, applied to all periods in the measurement:

Inflation Rate	2.50%
Salary Increases *	
Through 2026	1.65% - 8.98%
Thereafter	2.65% - 9.98%

\* Salary Increases are Based on the Defined Benefit Plan that the Member is Enrolled in and his or her Age.

Preretirement mortality rates were based on the RP-2006 Headcount-Weighted Healthy Employee Male/Female mortality table with fully generational mortality improvement projections from the central year using the MP-2017 scale. Postretirement mortality rates were based on the RP-2006 Headcount-Weighted Healthy Annuitant Male/Female mortality table with fully generational improvement projections from the central year using the MP-2017 scale. Disability mortality was based on the RP-2006 Headcount-Weighted Disabled Male/Female mortality table with fully generational improvement projections from the central year using the MP-2017 scale.

Certain actuarial assumptions used in the July 1, 2017 valuation were based on the results of the pension plans' experience studies for which the members are eligible for coverage under this Plan – the Police and Firemen Retirement System (PFRS) and the Public Employees' Retirement System (PERS). The PFRS and PERS experience studies were prepared for the periods July 1, 2010 to June 30, 2013 and July 1, 2011 to June 30, 2014, respectively.

100% of active members are considered to participate in the Plan upon retirement.

All of the Plan's investments are in the State of New Jersey Cash Management Fund ("CMF"). The New Jersey Division of Investments manages the CMF, which is available on a voluntary basis for investment by State and certain non-State participants. The CMF is considered to be an investment trust fund as defined in GASB Statement No. 31, *Certain Investments and External Investment Pools*. The CMF invests in U.S. Government and Agency Obligations, Commercial Paper, Corporate Obligations and Certificates of Deposit. Units of ownership in the CMF may be purchased or redeemed on any given business day (excluding State holidays) are the unit cost of value of \$1.00. Participant shares are valued on a fair value basis. The CMF pay interest to participants on a monthly basis.

**Discount Rate** - The discount rate used to measure the OPEB Liability at June 30, 2018 was 3.87%. This represents the municipal bond return rate as chosen by the State. The source is the Bond Buyer Go 20-Bond Municipal Bond Index, which includes tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. As the long-term rate of return is less than the municipal bond rate, it is not considered in the calculation of the discount rate, rather the discount rate is set at the municipal bond rate.

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)****Actuarial Assumptions (Cont'd)**

**Health Care Trend Assumptions** - For pre-Medicare preferred provider organization (PPO) and health maintenance organization (HMO) medical benefits, the trend rate is initially 5.8% and decreases to a 5.0% long-term trend rate after eight years. For self-insured post-65 PPO and HMO medical benefits, the trend rate is 4.5%. For prescription drug benefits, the initial trend rate is 8.0% decreasing to a 5.0% long-term trend rate after seven years. The Medicare Advantage trend rate is 4.5% and will continue in all future years.

**Sensitivity of the net OPEB Liability to Changes in the Discount Rate**

As previously mentioned, the OPEB Plan has a special funding situation where the State of New Jersey pays the County's contributions for certain eligible employees. As such, the proportionate share of the net OPEB liability as of June 30, 2018, the Plans measurement date, calculated using a discount rate of 3.87%, as well as using a discount rate that is 1% lower or 1% higher than the current rates used, is as follows:

	<b>1% Decrease (2.87%)</b>	<b>Current Discount Rate (3.87%)</b>	<b>1% Increase (4.87%)</b>
State of New Jersey's Proportionate Share of the Net OPEB Liability Associated with the County	<u>\$ 237,576,995.13</u>	<u>\$ 202,492,290.00</u>	<u>\$ 174,467,559.56</u>

**Sensitivity of the net OPEB Liability to Changes in the Healthcare Cost Trend Rates**

The net OPEB Liability as of June 30, 2018, the Plans measurement date, using a healthcare cost trend rates that are 1% lower or 1% higher than the current healthcare cost trend rate used, is as follows:

	<b>1% Decrease</b>	<b>Healthcare Cost Trend Rates</b>	<b>1% Increase</b>
State of New Jersey's Proportionate Share of the Net OPEB Liability Associated with the County	<u>\$ 168,911,029.37</u>	<u>\$ 202,492,290.00</u>	<u>\$ 245,951,428.27</u>

**OPEB Plan Fiduciary Net Position**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the respective fiduciary net position of the State Health Benefits Local Government Retired Employees Plan and additions to/deductions from the Plan's respective fiduciary net position have been determined on the same basis as they are reported by the Plan. Accordingly, contributions (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. For additional information about the Plan, please refer to the Plan's Comprehensive Annual Financial Report (CAFR) which can be found at <https://www.state.nj.us/treasury/pensions/financial-reports.shtml>.

**Note 9: POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (CONT'D)****Supplementary OPEB Information**

In accordance with GASB 75, the following information is also presented for the State Health Benefits Local Government Retired Employees Plan. These schedules are presented to illustrate the requirements to show information for 10 years; however, until a full 10-year trend is compiled, this presentation will only include information for those years for which information is available.

***Schedule of the State's Proportionate Share of the net OPEB Liability Associated with the County (Last 2 Years) –***

	<u>Measurement Date Ended June 30,</u>	
	<u>2018</u>	<u>2017</u>
County's Proportion of the Net OPEB Liability	0.000000%	0.000000%
State's Proportion of the Net Pension Liability Associated with the County	100.000000%	100.000000%
	<u>100.000000%</u>	<u>100.000000%</u>
County's Proportionate Share of the Net OPEB Liability	\$ -	\$ -
State's Proportionate Share of the Net OPEB Liability Associated with the County	202,492,290.00	272,717,547.00
Total	<u>\$ 202,492,290.00</u>	<u>\$ 272,717,547.00</u>
County's Covered Payroll (Plan Measurement Period)	\$ 60,064,346.00	\$ 57,904,355.00
County's Proportionate Share of the Net OPEB Liability as a Percentage of Covered Payroll	0.00%	0.00%
State's Proportionate Share of the Net OPEB Liability as a Percentage of Covered Payroll	337.126%	470.979%
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	1.97%	1.03%

***Schedule of the State's Contributions Associated with the County (Last 2 Years) –***

The amount of actual contributions that the State made on-behalf of the County is not known.

**Other Notes to Supplementary OPEB Information**

Changes in Benefit Terms - None

Changes in Assumptions – In 2017, the discount rate changed to 3.58% from 2.85%. In 2018, the discount rate changed to 3.87% from 3.58%, there were changes in the census, claims and premiums experience and a decrease in the assumed health care cost trend and excise tax assumptions.

**Note 10: LEASE OBLIGATIONS**

At December 31, 2018, the County had future minimum rental payments under capital and operating leases as follows:

**Capital Leases** - The following is an analysis of the County's capital leases:

<u>Description</u>	<u>Balance at December 31,</u>	
	<u>2018</u>	<u>2017</u>
Vehicles	\$286,784.46	\$284,137.70
Equipment	285,066.06	562,204.32

Future minimum lease payments under capital lease agreements are as follows:

<u>Year</u>	<u>Amount</u>
2019	\$458,499.51
2020	271,362.63
2021	213,891.21
2022	42,073.92
2023	None

Future minimum lease payments under capital lease agreements with the Camden County Improvement Authority (CCIA) for capital improvement programs are as follows:

<u>Year</u>	<u>Amount</u>
2019	\$9,014,259.83
2020	10,363,004.89
2021	10,352,490.33
2022	8,093,300.04
2023	6,787,245.66
2024-28	15,059,064.33

The minimum lease payments are net of Chapter 12 State Aid proceeds.

Payments under capital leases with the CCIA, net of Chapter 12 State Aid, for the year 2018 were \$26,270,619.63.

**Operating Leases** - Future minimum payments under operating lease agreements for building rentals are as follows:

<u>Year</u>	<u>Amount</u>
2019	\$1,984,304.39
2020	1,787,747.78
2021	1,841,380.21
2022	1,896,621.62
2023	1,953,520.26
2024-2027	8,417,984.13

Payments under operating leases for the year 2018 were \$2,458,682.51.

**Note 11: CAPITAL DEBT****General Improvement Bonds**

On June 29, 2010, the County issued serial bonds to finance infrastructure improvements at Camden County College totaling \$2,353,000.00 with final maturity on March 15, 2020, with interest rates ranging from 2.00% to 3.50%.

On August 3, 2011, the County issued serial bonds to finance infrastructure improvements at Camden County College totaling \$13,855,000.00 with final maturity on March 1, 2031, with interest rates ranging from 2.00% to 4.50%.

On April 18, 2012, the County issued serial bonds to finance infrastructure improvements at Camden County College totaling \$8,500,000.00 with final maturity on February 27, 2027, with interest rates ranging from 2.00% to 3.50%.

On May 1, 2013 the County issued \$5,825,000.00 in Refunding Bonds with regard to the Early Retirement Incentive with a final maturity on October 1, 2021, with interest rates ranging from 0.50% to 2.15%.

On May 7, 2014, the County issued serial bonds to finance infrastructure improvements at Camden County College totaling \$7,955,000.00 with final maturity on March 1, 2029, with interest rates ranging from 2.00% to 3.00%.

On June 30, 2015, the County issued serial bonds to finance infrastructure improvements at Camden County College totaling \$3,200,000.00 with final maturity on March 1, 2030, with interest rates ranging from 2.00% to 3.125%.

On June 28, 2016 the County issued \$2,600,000.00 in County College Refunding Bonds with a final maturity on March 1, 2023, with interest rates ranging from 1.00% to 5.00%.

On June 28, 2016, the County issued serial bonds to finance infrastructure improvements at Camden County College totaling \$3,000,000.00 with final maturity on March 1, 2031, with interest rates ranging from 2.00% to 2.375%.

On May 31, 2018, the County issued serial bonds to finance infrastructure improvements at Camden County College totaling \$3,600,000.00 with final maturity on March 1, 2033, with interest rates ranging from 3.00% to 3.25%.

The following schedule represents the remaining debt service, through maturity, for the general improvement bonds:

<u>Year</u>	<u>General Serial Bonds</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 3,595,000.00	\$1,082,092.46	\$4,677,092.46
2020	4,055,000.00	962,188.14	5,017,188.14
2021	3,925,000.00	865,520.01	4,790,520.01
2022	3,015,000.00	765,425.01	3,780,425.01
2023	3,090,000.00	682,050.01	3,772,050.01
2024-28	13,155,000.00	2,137,271.93	15,292,271.93
2029-33	6,035,000.00	351,506.31	6,386,506.31
	<u>\$36,870,000.00</u>	<u>\$6,846,053.87</u>	<u>\$43,716,053.87</u>

**Note 11: CAPITAL DEBT (CONT'D)****General Debt – Children’s Garden Loan, 1989 Green Trust Program**

On December 10, 2002, the County entered into a loan agreement with the New Jersey Department of Environmental Protection to provide \$700,000.00, at an interest rate of 2.0%. The proceeds were used to fund the Children’s Garden project (Loan #0400-95-135). Semiannual debt payments are due January 1st and July 1st through 2022.

The following schedule represents the remaining debt service, through maturity, for the Children’s Garden Loan:

<u>Year</u>	<u>Children’s Garden Loan</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 40,398.58	\$3,129.65	\$ 43,528.23
2020	41,210.59	2,317.64	43,528.23
2021	42,038.93	1,489.31	43,528.24
2022	42,883.89	644.35	43,528.24
	<u>\$166,531.99</u>	<u>\$7,580.95</u>	<u>\$174,112.94</u>

**General Debt – County Capital Loan Program**

To fund various capital improvements, the County issues loan obligations under the Capital Loan Agreement Program. See Note 16 County Guarantees for details of issuance date, maturity date and interest rates. The following schedule represents the remaining debt service, through maturity, for the County Capital Loan program:

<u>Year</u>	<u>Capital Loan Agreements</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2019	\$ 20,100,000.00	\$ 15,982,998.87	\$36,082,998.87
2020	17,630,000.00	14,696,811.22	32,326,811.22
2021	18,425,000.00	13,863,007.54	32,288,007.54
2022	20,775,000.00	12,310,972.04	33,085,972.04
2023	21,795,000.00	10,701,404.69	32,496,404.69
2024-28	105,240,000.00	37,700,293.09	142,940,293.09
2029-33	62,680,000.00	17,737,680.65	80,417,680.65
2034-38	33,095,000.00	6,538,817.30	39,633,817.30
2039-40	8,840,000.00	445,214.20	9,285,214.20
	<u>\$308,580,000.00</u>	<u>\$129,977,199.60</u>	<u>\$438,557,199.60</u>

**Note 11: CAPITAL DEBT (CONT'D)**

The following schedule represents the County's summary of debt for the current and two previous years:

**Summary of Debt**

	<u>Year 2018</u>	<u>Year 2017</u>	<u>Year 2016</u>
<b><u>Issued</u></b>			
General:			
Bonds, Loans and Notes Authorized by Another Public Body Guaranteed by the County – Capital Loan Agreement	\$ 72,497,656.99	\$ 71,792,259.56	\$ 39,094,956.80
Bonds Authorized by Another Public Body Guaranteed by the County	308,580,000.00	314,760,000.00	310,725,000.00
	265,004,204.98	241,363,213.03	288,955,187.06
Total Issued	646,081,861.97	627,915,472.59	638,775,143.86
<b><u>Authorized but not Issued</u></b>			
General:			
Bonds and Notes	28,877,825.00	11,960,225.00	35,665,125.00
Total Issued and Authorized but Not Issued	674,959,686.97	639,875,697.59	674,440,268.86
Deductions:			
Accounts Receivable Pledged to pay bonds	114,260.00	114,260.00	114,260.00
Funds Temporarily Held to Pay Bonds	1,793,724.33	4,793,125.09	5,117,940.55
Pension Refunding Bonds	2,690,000.00	3,435,000.00	4,115,000.00
Bonds Authorized by Another Public Body Guaranteed by the County	265,004,204.98	241,363,213.03	288,955,187.06
Total Deductions	269,602,189.31	249,705,598.12	298,302,387.61
Net Debt	\$ 405,357,497.66	\$ 390,170,099.47	\$ 376,137,881.25

**Summary of Statutory Debt Condition - Annual Debt Statement**

The summarized statement of debt condition which follows is prepared in accordance with the required method of setting up the Annual Debt Statement and indicated a statutory net debt of 1.073%.

	<u>Gross Debt</u>	<u>Deductions</u>	<u>Net Debt</u>
General	\$674,959,686.97	\$269,602,189.31	\$405,357,497.66

Net Debt \$405,357,497.66 divided by the Equalized Valuation Basis per N.J.S.A.40A:2-2 as amended, \$37,773,493,756.33 equals 1.073%.

**Note 11: CAPITAL DEBT (CONT'D)**

**Borrowing Power Under N.J.S.A.40A:2-6 As Amended**

2% of Equalized Valuation Basis (County)	\$755,469,875.13
Net Debt	<u>405,357,497.66</u>
Remaining Borrowing Power	<u>\$350,112,377.47</u>

A revised Annual Debt Statement should be filed by the Chief Financial Officer.

**Note 12: DEFEASED DEBT**

In prior years, the County defeased certain general obligation bonds by placing the proceeds of new bonds in a separate irrevocable trust fund. The investments and fixed interest earnings from the investments are sufficient to fully service the defeased debt until the debt is called or matures. For financial reporting purposes, the debt is considered defeased and therefore removed as a liability from the County's financial statements. As of December 31, 2018, the total amount of defeased debt outstanding, but removed from the County's financial statements, is \$96,250,000.00.

**Note 13: INMATE WELFARE FUND**

The Camden County Prisoners' Welfare Fund accounts for the receipt and disbursement of funds for prisoners' welfare operations of a general nature, including the accounting for inmates' deposits and commissary functions. Each inmate is charged a user fee of \$35 at the time of admission into the facility. Additionally, after the first week of served time, each inmate's account is charged \$5 rent per day. The Welfare Fund accounts for inmates' wages earned by performing various work functions throughout the correctional facility and charges to inmates for medical visits. The inmate's account is credited at \$1.25 per day for work performed.

The latest audit report for the Inmate Welfare Fund, as of December 31, 2008, indicates a balance due and payable to the County of Camden in the amount of \$1,159,053.32. The balance due is comprised of the user fee, as defined in the preceding paragraph, the medical co-pay inmates are charged for medical visits and the salaries of employees assigned to inmate welfare duties.

The County of Camden financial records do not include a receivable to match the Inmate Welfare Fund payable because the County has deemed the receivable as uncollectible. Future payments from the Inmate Welfare Fund will be recorded as revenue when received.

The County realized revenue as follows:

<u>Year</u>	<u>Revenue Realized</u>	<u>Year</u>	<u>Revenue Realized</u>
2018	None	2013	\$250,000.00
2017	\$250,000.00	2012	250,000.00
2016	250,000.00	2011	250,000.00
2015	250,000.00	2010	500,000.00
2014	250,000.00	2009	800,000.00



**Note 14: RESERVE FOR INTEREST REBATE**

The Tax Reform Act of 1986 placed restrictions on the investments of the proceeds of certain tax-exempt bonds issued after December 31, 1986. Specifically, investment earnings which are above arbitrage bond yield are required to be rebated to the United States Treasury Department within sixty days of the end of the fifth bond year. A bond year is defined, at the option of the issuing entity, as either the date of the first anniversary of bond settlement or the issuing entity's fiscal year end.

The County established a reserve account in 1989, in case a rebate payment was required. At December 31, 2018 the County has a reserve balance of \$88,600.05. The County may need to establish additional reserves to fund any actual rebate liability, should the amount exceed the current reserve at the time a final calculation is performed to determine the actual rebate liability.

The amount of contingent liability for rebate may change as a result of future events. Therefore, any potential rebate liability is only an estimate and is not required to be paid or accrued at December 31, 2018.

**Note 15: RISK MANAGEMENT/JOINT INSURANCE POOLS**

The County is partially self-insured for Medical and Prescription Drug coverages, Property Damage, Automobile/General Liability, Crime and Workers' Compensation, with excess insurance on all coverages. The County and its boards, agencies, authorities and commissions presently purchase insurance or self-insure against risks of damage to persons or property of third parties, workers' compensation claims and claims against public officials through the Camden County Insurance Commission (the "Commission"), established on January 21, 2010, by Board resolution pursuant to N.J.S.A. 40A:10-6. The Commission is governed by three County officials who serve as commissioners and are appointed by the Board. Excess insurance is managed by the New Jersey Counties Excess Joint Insurance Fund, established in March 2010. As of December 31, 2018, member counties in New Jersey include the County, the County of Gloucester, the County of Union, the County of Burlington, the County of Cumberland, the County of Atlantic, the County of Mercer, the County of Hudson, the County of Ocean and the County of Monmouth.

The Fund provides its members with the following coverage:

Workers' Compensation and Employer's Liability	Motor Vehicles
Liability other than Motor Vehicles	Environmental Impairment Liability
Property Damage other than Motor Vehicles	

Through membership in the New Jersey Counties Excess Joint Insurance Fund, the County receives the following ancillary insurance coverage:

Public Officials Liability/Employment Practices Liability	Medical Professional Liability
Crime	Employed Lawyers Liability
Pollution Liability	

Contributions to the Fund, are due and payable annually and are based on actuarial assumptions determined by the Fund's actuary.

The Funds publish financial reports which can be obtained from the County finance office.

**Note 15: RISK MANAGEMENT/JOINT INSURANCE POOLS (CONT'D)**

The County also maintains the following self-insurance balances:

The balance in the Reserve for Workers' Compensation Insurance Trust Fund was \$3,222,502.58 at December 31, 2018. The County maintains commercial excess coverage for claim amounts.

The balance of the Reserve for General Liability Insurance was \$9,926,359.11 at December 31, 2018. During 2010 the County joined the New Jersey Counties Excess Joint Insurance Fund to cover claims for general liability. The reserve at year end is available to pay claims.

The balance of the Reserve for Health Benefits Trust Fund was \$47,785,242.13 at December 31, 2018.

The management of the County believes that the above reserves are adequate to meet the needs of the County for the coming year and any additional funding required for claims in excess of the trust fund's reserves will be paid and charged to future budgets.

There have been no settlements that exceed the County's coverage for years ended December 31, 2018, 2017, and 2016.

**Note 16: COUNTY GUARANTEES****Authorities of the County**

The County has created three countywide authorities, the Camden County Municipal Utility Authority, the Camden County Improvement Authority and the Pollution Control Financing Authority of Camden County.

The following information applies to each of the Authorities and should be noted: none of the Authorities have the power to levy or collect taxes. The debt issued by any one of the Authorities is neither a debt nor a liability of the State, the County (except to the extent of any deficiency agreement or guarantee), nor any political subdivision of the State, except the respective Authorities.

**Camden County Municipal Utilities Authority**

The Camden County Municipal Utilities Authority ("CCMUA") is a public body politic and corporate of the State of New Jersey and was originally created as the Camden County Sewerage Authority ("Sewerage Authority") by a resolution of the County Board of Chosen Freeholders ("County Board") adopted December 5, 1967. The Sewerage Authority was reorganized in 1972 as a utilities authority and changed its name to the Camden County Municipal Utilities Authority pursuant to a resolution of the County Board adopted April 13, 1972. The CCMUA operates under the supervision of nine commissioners who are appointed by the County Board for five year staggered terms. The County has entered into a Deficiency Agreement with the CCMUA ("Deficiency Agreement") whereby the County is obligated to pay to the CCMUA any annual charges equal to any deficits in CCMUA revenues necessary to pay or provide for (i) operation and maintenance expenses of the CCMUA's regional sewer system, (ii) principal and interest payments on bonds and notes of the CCMUA in an aggregate principal amount not to exceed \$685,500,000 and (iii) the maintenance of reserves required under the Bond Resolution securing the CCMUA's bonds and notes. The obligation of the County, pursuant to the provisions of the Deficiency Agreement, is a direct and general obligation of the County, and any annual charges are ultimately payable by the County to meet its obligations under the Deficiency Agreement. To date, no payments have been required to be made by the County pursuant to the Deficiency Agreement. The County and the CCMUA may agree to amend the Deficiency Agreement at any time to increase the obligation of the County thereunder.

**Note 16: COUNTY GUARANTEES (CONT'D)****Camden County Municipal Utilities Authority (Cont'd)**

The CCMUA owns and operates a sewerage collection and treatment system, which serves all County residents, connected to local sewer collection systems. The CCMUA's system does not include the local sewage collection system of any CCMUA participant, but it owns and operates interceptor sewer lines connecting the local systems to the CCMUA's sewage treatment facilities.

The CCMUA is required to charge and collect service charges for the use of its facilities such that revenues of the CCMUA will at all times be adequate to pay all operating and maintenance expenses, including reserves, insurance, extensions and replacements, and to pay punctually the principal of and interest on any bonds and notes, and to maintain reserves and sinking funds therefore as may be required by the terms of any agreements with the holders thereof.

The CCMUA's debt at December 31, 2018 was \$203,282,027. The County guarantee is limited to \$685,500,000.

**Camden County Improvement Authority**

The Camden County Improvement Authority ("CCIA") is a public body corporate and politic of the State of New Jersey and was created by a resolution of the County Board of Chosen Freeholders ("the County Board"). The CCIA operates under the supervision of a five member Board who are appointed for five year staggered terms by the County Board. The CCIA has from time to time issued its revenue bonds for projects involving the County and for which the County has a repayment obligation or guaranty.

**CCIA  
Outstanding Debt Issued  
Under a Lease/Loan Agreement With the County  
Or Guaranteed By The County  
As of December 31, 2018**

	<u>Purpose</u>	<u>Interest Rate</u>	<u>Date Of Issue</u>	<u>Final Maturity</u>	<u>Amount Outstanding</u>	<u>Amount Guaranteed By County</u>
(1)	County Guaranteed Loan Revenue Bonds, Series 2014 (Crossroads)	1.258%- 4.942%	6-24-14	7-15-37	\$20,600,000	\$20,600,000
(2)	County Guaranteed Lease Cooper River Boathouse Project	2.00%	10-21-04	02-2028	512,178	512,178
(3)	County Guaranteed Revenue Bonds Series 2008 (Capital Loan Program)	3.00 - 5.50%	12-04-08	01-15-19	1,905,000	1,905,000
(4)	County Guaranteed Revenue Bonds Series 2009 (Capital Loan Program)	2.32 - 6.18%	12-02-09	01-15-27	13,595,000	13,595,000
(5)	County Guaranteed Revenue Bonds Series 2010 (Capital Loan Program)	1.817 - 6.284%	12-29-10	7-17-25	9,575,000	9,575,000
(6a)	Camden County College Bonds 2010A-2	3.00- 7.08%	11-24-10	2-15-40	3,525,000	3,525,000
(6b)	Camden County College Bonds 2010A-3	3.00- 7.08%	11-24-10	2-15-40	17,090,000	17,090,000
(7)	County Guaranteed Revenue Bonds Series 2011 (Capital Loan Program)	2.00 - 5.00%	01-15-11	1-15-26	17,925,000	17,925,000

(Continued)

**Note 16: COUNTY GUARANTEES (CONT'D)**

**CCIA  
Outstanding Debt Issued  
Under a Lease/Loan Agreement With the County  
Or Guaranteed By The County  
As of December 31, 2018**

	<u>Purpose</u>	<u>Interest Rate</u>	<u>Date Of Issue</u>	<u>Final Maturity</u>	<u>Amount Outstanding</u>	<u>Amount Guaranteed By County</u>
(8)	County Guaranteed Revenue Refunding Bonds Series 2011A (Capital Loan Program) (a)	2.00 - 4.00%	09-15-11	9-1-21	\$ 2,735,000	\$ 2,735,000
(9)	County Guaranteed Lease Revenue Bonds Series 2012 (CCTS ESIP)	2.00 - 4.00%	08-02-12	08-15-27	5,220,000	5,220,000
(10)	County Guaranteed Revenue Refunding Bonds Series 2012A	2.00 - 5.00%	09-27-12	09-01-22	8,375,000	8,375,000
(11)	County Guaranteed Open Space Trust Fund Revenue Refunding Bonds Series 2012	2.00 - 5.00%	04-18-12	06-01-23	7,875,000	7,875,000
(12)	County Guaranteed Revenue Bonds Series A 2012 (Capital Loan Program)	2.50 - 4.00%	11-05-12	01-15-28	5,485,000	5,485,000
(13)	County Guaranteed Taxable Revenue Bonds (Clementon Redevelopment)	1.00 - 2.60%	11-05-12	01-15-19	425,000	425,000
(14)	County Guaranteed Open Space Trust Fund Revenue Bonds Series A of 2012	2.00 - 4.00%	11-20-12	06-01-27	4,815,000	4,815,000
(15)	County Guaranteed Revenue Bonds Series 2013 (Camden County College)	2.00 - 4.00%	03-27-13	02-15-33	10,415,000	10,415,000
(16)	County Guaranteed Revenue Bonds Series 2013 (Capital Loan Program)	3.00 - 5.00%	11-26-13	01-15-29	8,885,000	8,885,000
(17)	County Guaranteed Revenue Bonds Series 2014 (Capital Loan Program)	3.00 - 5.00%	12-10-14	01-15-31	12,545,000	12,545,000
(18)	County Guaranteed Revenue Refunding Bonds Series 2014A (Capital Loan Program)	3.00 - 4.00%	09-17-14	12-15-25	14,015,000	14,015,000
(19)	County Guaranteed Lease Revenue Refunding Bonds Series 2015 (Camden County College Project)	3.00 - 5.00%	06-18-15	01-15-26	12,100,000	12,100,000
(20)	County Guaranteed Loan Revenue Refunding Bonds Series 2015A	3.00 - 5.00%	06-18-15	09-01-26	10,890,000	10,890,000
(21a)	County Guaranteed Revenue Bonds Series 2015A (Capital Loan Program)	3.00 - 5.00%	12-23-15	01-15-40	37,465,000	37,465,000
(21b)	County Guaranteed Revenue Refunding Bonds Series 2015B	2.00 - 5.00%	12-23-15	01-15-21	6,820,000	6,820,000
(22)	County Guaranteed Loan Revenue Refunding Bonds Series 2016A	2.00 - 5.00%	06-09-16	01-15-27	22,695,000	22,695,000

(Continued)

**Note 16: COUNTY GUARANTEES (CONT'D)**

**CCIA  
Outstanding Debt Issued  
Under a Lease/Loan Agreement With the County  
Or Guaranteed By The County  
As of December 31, 2018**

<u>Purpose</u>	<u>Interest Rate</u>	<u>Date Of Issue</u>	<u>Final Maturity</u>	<u>Amount Outstanding</u>	<u>Amount Guaranteed By County</u>
(23) County Guaranteed Loan Revenue Bonds Series 2016 (Capital Loan Program)	3.00 - 5.00%	11-17-16	01-15-32	\$57,360,000	\$57,360,000
(24) County Guaranteed Loan Revenue Bonds Series 2017A (Capital Loan Program)	2.00 - 5.00%	11-02-17	01-15-39	19,750,000	19,750,000
(25) County Guaranteed Loan Revenue Refunding Bonds Series 2017B	3.00 - 5.00%	11-02-17	01-15-29	24,170,000	24,170,000
(26) County Guaranteed Loan Revenue Refunding Bonds Series 2018	4.00 - 5.00%	06-20-18	12-01-37	13,535,000	13,535,000
Total Debt Outstanding				<u>\$370,302,178</u>	<u>\$370,302,178</u>

(1) On August 28, 2003, the CCIA issued \$35,000,000 of County Guaranteed Bond Anticipation Notes, Series 2003. The notes, issued for the purpose of financing certain initial costs of the Crossroads Redevelopment Projects to be constructed in the Township of Pennsauken, were renewed for one year on July 17, 2013 in the amount of \$20,315,000. Upon the notes coming due in 2014, permanent financing was issued. On June 26, 2014 loan revenue bonds were issued in the amount of \$21,000,000.

(2) On October 21, 2004, the CCIA signed a promissory note agreement with the Delaware River Port Authority in the amount of \$1,000,000 for the Cooper River Boathouse project. Subsequently, the CCIA and the County entered into an intergovernmental reimbursement agreement for this note as an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) below.

(3) On December 4, 2008, the CCIA issued \$32,070,000 of County Guaranteed Revenue Bonds, Series 2008. This project is an extension of the 1992 County Lease Program ("Lease Revenue Bonds") to finance construction of various improvements ("Improvements") to existing facilities owned by the County and acquisition of various equipment ("Equipment") for use by the County. The CCIA will lease certain land and the existing improvements thereon (collectively, the "Existing Property") from the County pursuant to a Ground Lease between the County and the CCIA, and the CCIA will then lease the Existing Property, together with the Improvements and Equipment, to the County pursuant to a Lease Purchase Agreement between the CCIA and the County. The Lease Revenue Bonds are payable from, among other things, the basic lease payments to be made by the County under the Lease Purchase Agreement. The Lease Revenue Bonds are also secured by the provisions of a County Guaranty pursuant to which the County has unconditionally guaranteed the payment of the principal of and interest on the Lease Revenue Bonds. This loan was partially refunded during 2016.

**Note 16: COUNTY GUARANTEES (CONT'D)**

(4) On December 2, 2009, the CCIA issued \$21,110,000 of County Guaranteed Revenue Bonds, Series A. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

(5) On December 29, 2010, the CCIA issued \$17,100,000 of County Guaranteed Loan Revenue Bonds, Series A of 2010. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

(6) On November 24, 2010, the CCIA issued \$25,000,000 of County Guaranteed Revenue Bonds. This project is for various improvements to the Camden County College including Phase I and Phase II improvements.

(7) On January 15, 2011, the CCIA issued \$26,565,000 of County Guaranteed Loan Revenue Bonds, Series 2011. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

(8) On September 15, 2011, the CCIA issued \$5,905,000 of County Guaranteed Revenue Refunding Bonds, Series 2011A to advance refund the Series 2002A bonds.

(9) On August 8, 2012, the CCIA issued \$7,830,000 of County Guaranteed Lease Revenue Bonds, Series 2012. This project is to finance the costs of acquisition and installation of certain energy savings equipment constituting Energy Conservation Measures as part of the Energy Savings Improvement Program being undertaken by the Camden County Technical School.

(10) On September 27, 2012, the CCIA issued \$18,225,000 of County Guaranteed Revenue Refunding Bonds, Series 2012A to advance refund the Series 2003B bonds and a portion of the Series 2004A bonds.

(11) On April 18, 2012, the CCIA issued \$16,255,000 of County Guaranteed Open Space Trust Fund Revenue Refunding Bonds, Series 2012 to advance refund the Series 2003 Open Space Trust Fund Revenue bonds.

(12) On November 5, 2012, the CCIA issued \$5,485,000 of County Guaranteed Loan Revenue Bonds, Series A of 2012. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

(13) On November 5, 2012, the CCIA issued \$2,440,000 of County Guaranteed Taxable Loan Revenue Bonds, Series B of 2012. This issue is to permanently finance the Clementon Redevelopment Project.

(14) On November 20, 2012, the CCIA issued \$7,265,000 of County Guaranteed Open Space Trust Fund Revenue Bonds, Series A of 2012. This project is for the purpose of financing the acquisition of various parcels of real property or interests therein and any improvements located thereon for the purpose of providing open space, farmland and historical and recreational preservation areas throughout the County.

(15) On March 27, 2013, the CCIA issued \$12,795,000 of County Guaranteed Revenue Bonds. This project is for various improvements to the Camden County College campus.

(16) On November 26, 2013, the CCIA issued \$38,200,000 of County Guaranteed Loan Revenue Bonds, Series A of 2013. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

(17) On December 10, 2014, the CCIA issued \$14,605,000 of County Guaranteed Loan Revenue Bonds, Series A of 2014. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

**Note 16: COUNTY GUARANTEES (CONT'D)**

(18) On September 17, 2014, the CCIA issued \$18,980,000 of County Guaranteed Lease Revenue Refunding Bonds, Series A of 2014 to advance refund the Series 2005B bonds.

(19) On June 18, 2015, the CCIA issued \$14,655,000 of County Guaranteed Lease Revenue Refunding Bonds, Series 2015 to advance refund the Series 2006 bonds for the Camden County College Project.

(20) On June 18, 2015, the CCIA issued \$12,895,000 of County Guaranteed Lease Revenue Refunding Bonds, Series A of 2015 to advance refund the Series 2006A bonds.

(21) On December 23, 2015, the CCIA issued \$39,240,000 of County Guaranteed Loan Revenue Bonds, Series A of 2015. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above. The CCIA also issued \$17,375,000 of County Guaranteed Loan Revenue Refunding Bonds, Series B of 2015 to currently refund the Series 2005A refunding bonds.

(22) On June 9, 2016, the CCIA issued \$23,615,000 of County Guaranteed Loan Revenue Refunding Bonds, Series A of 2016 to advance refund portions of the Series 2007 and Series 2008 bonds.

(23) On November 17, 2016, the CCIA issued \$59,235,000 of County Guaranteed Loan Revenue Bonds, Series 2016. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

(24) On November 15, 2017, the CCIA issued \$20,355,000 of County Guaranteed Loan Revenue Bonds, Series 2017A. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

(25) On November 15, 2017, the CCIA issued \$24,510,000 of County Guaranteed Loan Revenue Refunding Bonds, Series B of 2017 to advance refund portions of the Series 2013 loan revenue bonds.

(26) On June 20, 2018, the CCIA issued \$13,535,000 of County Guaranteed Loan Revenue Bonds, Series 2018. This project is an extension of the 1992 County Lease Program and the structure and arrangements are essentially the same as those discussed in paragraph three (3) above.

In addition to the above projects, the County has provided a guaranty for the payment of principal and interest on \$1,007,345 of County Guaranteed Revenue Bonds, The Battleship of New Jersey Project, Series 2015 and \$4,665,000 of County Guaranteed Revenue Bonds, Camden Stadium Project, Series 2015. These issues are to be paid by sources other than County, but have a County guaranty.

The CCIA has never failed to make a timely payment of the principal of and/or interest on any of the Bonds described above.

**Note 17: COUNTY RECEIVABLES**

On July 15, 1993, the CCIA issued \$2,140,000.00 Revenue Bonds, Series 1993 C, dated July 1, 1993 (the "1993 C Bonds"). The 1993 C Bonds were issued to provide funds to purchase a general obligation bond of the County of Camden (the "1993 County Bond"), which in turn was issued to provide funds to loan the City of Camden Redevelopment Agency as part of an overall plan to redevelop the City's downtown area. The 1993 C Bonds are payable from payments to be received by the CCIA from the County on the 1993 County Bond.

As stated above, the 1993 C Bonds are payable from payments to be received by the CCIA from the County on the County Bonds. The Loan to the City of Camden Redevelopment Agency was secured by a Note totaling \$114,260.00. The note matured December 2003 and had an interest rate of 7.10%. The accumulated interest on the note as of December 31, 2003 is \$18,268.23.

**Detail of CCRA Loan Receivable**

	<u>Outstanding Principal</u>	<u>Interest Accumulated</u>	<u>Collected</u>	<u>Accumulated Interest Balance</u>	<u>Total Receivable</u>
Loan 4	\$114,260.00	\$81,124.60	\$62,856.37	\$18,268.23	\$132,528.23
	<u>\$114,260.00</u>	<u>\$81,124.60</u>	<u>\$62,856.37</u>	<u>\$18,268.23</u>	<u>\$132,528.23</u>
	(A)			(B)	(C)

(A) The principal sum shall be due and payable as follows:

Loan 4 April 6, 2003 (but only if it succeeds in selling or otherwise disposing of the properties covered by the agreement)

(B) Interest for the first five (5) years of the Loan shall be due on the due date of the principal. Interest on the Loan for the years six (6) through ten (10) shall be due on the annual anniversary date of the loan.

(C) Accounts Receivable shown on Exhibit C.



**Note 18: CONTINGENT LIABILITIES****Pollution Control Financing Authority of Camden County**

Pursuant to the New Jersey Pollution Control Financing Law, constituting Chapter 376 of the Pamphlet Laws of 1973 of the State of New Jersey (N.J.S.A. 40:37C-1 et seq.), as amended and supplemented ("Pollution Control Law"), and the Solid Waste Management Act, constituting Chapter 39 of the Pamphlet Laws of 1970 of the State of New Jersey (N.J.S.A. 13:1E-1 et seq.), as amended and supplemented ("Solid Waste Management Act"), the State Legislature initiated a comprehensive statutory mechanism for the management of solid waste disposal in the State. Subsequently, as a result of certain rulings, the management of solid waste disposal within the State changed. See "The Atlantic Coast Decision of the United States Court of Appeals for the Third Circuit" below.

Acting pursuant to the Pollution Control Law, the Board established the Pollution Control Financing Authority of Camden County ("PCFA") which implemented a County-wide solid waste disposal and resource recovery system, consisting of two primary components.

The first component is a 1,050 ton-per-day mass burn, waste-to-energy, facility, located in Camden City ("Resource Recovery Facility"). The Resource Recovery Facility was constructed and is owned and operated by Camden County Energy Recovery Associates, L.P. ("Partnership"), a New Jersey limited partnership. Prior to August 19, 2013, the general partner of the Partnership was a second-tier wholly-owned subsidiary of Foster Wheeler Ltd. On August 19, 2013, the prior general partner sold its partnership interest in the Partnership to a subsidiary of Covanta Energy Corporation.

Two solid waste franchises were granted by the New Jersey Department of Environmental Protection ("NJDEP"), which franchises, when granted, collectively required the disposal and processing of the municipal solid waste generated in each municipality within the County to occur at the Resource Recovery Facility and the Landfill (as hereinafter defined). The disposal and processing of the solid waste generates electrical energy, which is sold by the Partnership to an electric utility pursuant to a power purchase agreement. The second component is the Pennsauken Sanitary Landfill ("Landfill") where disposal of bypass waste and residue from the operation of the Resource Recovery Facility and disposal of construction and demolition waste take place.

**The Financing of the Solid Waste Management System of the County**

In order to finance the infrastructure required to implement the County's solid waste management system, including the construction of the Resource Recovery Facility, several series of bonds were previously issued by the PCFA, all of which have been fully amortized or paid. Accordingly, there are no remaining outstanding debt obligations of the PCFA related to the implementation of the County's solid waste management system.

Notwithstanding the foregoing, the PCFA has specific ongoing reimbursement obligations pursuant to and in accordance with that certain Emergent Funding and Reimbursement Agreement, dated November 29, 2010, between the PCFA and the State, acting by and through the NJDEP ("Reimbursement Agreement").

Pursuant to the Reimbursement Agreement, the PCFA was permitted to utilize certain unrestricted and restricted funds of the PCFA, and the State agreed to appropriate and provide certain monies to the PCFA, in an amount sufficient to pay the final principal payment and interest due on the PCFA's then-outstanding solid waste resource recovery revenue bonds ("Remaining Bond Payment"). Specifically, pursuant to the Reimbursement Agreement: (i) the PCFA utilized \$1,550,305.55 of available funds in its bond indenture accounts; (ii) the PCFA utilized \$3,449,694.45 of its unrestricted funds; (iii) the State provided \$2,100,000 in funds to the PCFA from funds made available pursuant to an appropriation in the Fiscal Year 2011 Appropriations Act; and (iv) pursuant to an administrative consent order executed by the Commissioner of the NJDEP, dated November 29, 2010, the PCFA was permitted to utilize \$10,106,062.50 from its Statutory Escrow Accounts ("Statutory Accounts") and \$8,000,000 from its

**Note 18: CONTINGENT LIABILITIES (CONT'D)****Pollution Control Financing Authority of Camden County (Cont'd)****The Financing of the Solid Waste Management System of the County (Cont'd)**

Board of Public Utilities Closure Account ("BPU Closure Account" and together with the Statutory Accounts, the "Restricted PCFA Funds"), for the purpose of making the Remaining Bond Payment.

As a condition to the utilization of the Restricted PCFA Funds, the terms and provisions of the Reimbursement Agreement require the PCFA to provide annual reimbursement to the Restricted PCFA Funds of the amounts previously withdrawn, together with accrued interest thereon ("Total Reimbursement Amount"), in whole or in part, as applicable, by depositing certain available funds of the PCFA (including certain appropriations made by the State, if available) back into the PCFA Restricted Funds over a term of years ("NJDEP Reimbursement"). Specifically, the PCFA is required to include in its annual budget, beginning with its budget for fiscal year 2011, an amount equal to the "Estimated Net Available Funds" of the PCFA, which includes the estimated funds available for the reimbursement of the Restricted PCFA Funds, calculated as the estimated total annual gross receipts, revenues and proceeds estimated to be received by the PCFA from operations, dispositions or any other source, less all anticipated expenditures for such fiscal year, including, without limitation, all operating costs, payments on indebtedness, general and administrative expenses, and all reserves of the PCFA. On December 31 of such year, the PCFA is required to deposit into the Restricted PCFA Funds the actual amount of funds then available, together with any available appropriations made by the State to the PCFA in such year, for purposes of paying all or a portion of the Total Reimbursement Amount. Any amounts due and owing relative the Total Reimbursement Amount shall be carried over into the subsequent year until such time as the Total Reimbursement Amount is paid in full (anticipated within five (5) years from 2011).

**The Atlantic Coast Decision of the United States Court of Appeals for the Third Circuit**

On May 1, 1997, in Atlantic Coast Demolition & Recycling, Inc. v. Board of Chosen Freeholders of Atlantic County, 112 F.3d. 652 (3d Cir. 1997), the United States Court of Appeals for the Third Circuit held that New Jersey's solid waste management system unconstitutionally discriminates against out-of-state operators of waste disposal facilities and, therefore, violates the Commerce Clause of the United States Constitution. Certain parties in the Atlantic Coast litigation filed a petition for writ of certiorari with the United States Supreme Court seeking a review of the decision of the Third Circuit. On November 10, 1997, the United States Supreme Court denied the petition for writ of certiorari.

Based upon the Atlantic Coast decision, the method used to select and operate the Resource Recovery Facility and the Landfill as the facilities designated for the disposal of all of the solid waste generated by each county within the County appeared to unconstitutionally restrict interstate commerce.

On January 29, 1996, following an interim ruling in the Atlantic Coast case which invalidated regulatory flow control for certain construction and demolition waste ("C&D Waste"), the PCFA reduced tipping fees for C&D Waste delivered to the Landfill to a reduced market rate. On November 17, 1997, following the denial of certiorari by the United States Supreme Court in the Atlantic Coast case, the Partnership unilaterally reduced system tipping fees being collected by the Partnership at the Resource Recovery Facility to a level less than that imposed by the PCFA. This was a response by the Partnership to price competition and the resulting decrease in the volume of solid waste being delivered for processing at the Resource Recovery Facility. Since that time, tipping fees at the Resource Recovery Facility have been reduced and/or increased to a market competitive rate in an effort to maximize operating revenues.

**Note 18: CONTINGENT LIABILITIES (CONT'D)****Pollution Control Financing Authority of Camden County (Cont'd)****The Response of the County to the Atlantic Coast Decision**

In an attempt to address, among other things, the structure of the County's solid waste management plan in the aftermath of the Atlantic Coast decision, on September 18, 1997, the Board adopted a resolution authorizing an amendment to the solid waste management plan of the County. The plan amendment is entitled "A Strategy for the Disposal of Solid Waste Generated Within the Camden County Solid Waste Management District and for the Satisfaction of Solid Waste Disposal Related Debt Obligations After the Implementation of the Atlantic Coast Court Decision" ("September 1997 Solid Waste Management Plan Amendment"). The September 1997 Solid Waste Management Plan Amendment directed that the PCFA procure disposal capacity using methods that comply with the laws governing public contracts and in a manner that does not discriminate against interstate commerce. Further, the PCFA was directed to continue to aggregate its disposal and administrative costs and impose a unified tipping fee on all waste collected for disposal within the County.

On November 14, 1997, the Commissioner of the NJDEP issued a certification with respect to the September 1997 Solid Waste Management Plan Amendment of the County ("NJDEP Certification"). The NJDEP granted approval with regard to that aspect of the September 1997 Solid Waste Management Plan Amendment governing the procurement of disposal capacity using methods that comply with the laws governing public contracts and in a manner that does not discriminate against interstate commerce. However, since the procurement process had not yet been completed, such NJDEP approval of this aspect of the September 1997 Solid Waste Management Plan Amendment was made contingent upon receipt by the NJDEP of a subsequent amendment or administrative action that documents the awarding of a nondiscriminatory bid contract(s).

Finally, the NJDEP determined to be unenforceable the establishment by the September 1997 Solid Waste Management Plan Amendment of flow control during the interim period between judicial abrogation of the then current disposal contracts and the completion of the procurement of new disposal capacity in a manner that does not discriminate against interstate commerce. The NJDEP has concluded that the lifting by the Third Circuit of the District Court's stay of the injunction against the enforcement of flow control precludes even this interim control of flow as anticipated by the September 1997 Solid Waste Management Plan Amendment.

For the purpose of responding to the remaining issues cited by the NJDEP Certification, on December 29, 1997, the Board adopted a resolution authorizing a further amendment to the solid waste management plan of the County. The plan amendment is entitled "A Modified Strategy for the Disposal of Solid Waste Generated within the Camden County Solid Waste Management District, Following the November 10, 1997 Implementation of the Atlantic Coast decision, and Following the New Jersey Department of Environmental Protection's Acceptance in Part, Rejection in Part and Remand in Part of Camden County Plan Amendment 81-9-97 Adopted September 18, 1997" ("December 1997 Solid Waste Management Plan Amendment"). In compliance with the NJDEP Certification, the December 1997 Solid Waste Management Plan Amendment deleted from the solid waste management plan of the County the establishment of flow control during the interim period between judicial abrogation of the disposal contracts and the completion of procurement of new disposal capacity in a manner that does not discriminate against interstate commerce.

**Note 18: CONTINGENT LIABILITIES (CONT'D)****Pollution Control Financing Authority of Camden County (Cont'd)****The Response of the County to the Atlantic Coast Decision (Cont'd)**

The December 1997 Solid Waste Management Plan Amendment was submitted to the NJDEP for consideration of approval. On June 29, 1998, the Commissioner of the NJDEP issued a certification with respect to the December 1997 Solid Waste Management Plan Amendment. The NJDEP, among other things, (i) approved the deletion of the reference to the retention of regulatory flow control during the interim period prior to completion of nondiscriminatory reprourement, and (ii) approved the inclusion of a strategy to complete a nondiscriminatory procurement process and to thereby regulate the flow of waste as a market regulator (although the NJDEP stressed that separate approval of the actual results of such reprourement will be required).

On December 5, 1997, the PCFA opened bids and proposals submitted with respect to the reprourement by the PCFA of solid waste disposal services. For a period of time thereafter, the bids and proposals, as well as supplements thereto solicited by the PCFA during 2000, were considered by the PCFA and its professional advisors. During a portion of such period, the PCFA engaged in substantive negotiations with the Partnership, as one of the responding proposers, for the purpose of attempting to agree upon the final terms and conditions of a long-term solid waste services disposal agreement. Upon the completion of such process, the contract for the reprourement of solid waste disposal services was awarded by the PCFA to the Partnership. Such contract between the PCFA and the Partnership (the "Reprocurement Agreement") was signed on July 25, 2001, and on such date such Reprocurement Agreement was submitted by the PCFA to the State for approval, in satisfaction of applicable statutory requirements. In response to the submission to the State by the PCFA, the State submitted questions to the PCFA via interrogatories. The PCFA responded to the interrogatories of the State on November 5, 2001 and has not received further communication from the State with regard to the Reprocurement Agreement. The period during which the State may approve or reject the Reprocurement Agreement has lapsed. The obligations of the PCFA and the Partnership pursuant to the terms of the Reprocurement Agreement were subject to the satisfaction of certain conditions precedent identified in the Reprocurement Agreement. Such conditions precedent were not satisfied by the specified date and, therefore, the Reprocurement Agreement has automatically terminated. No further reprourement agreements were executed. The 1985 Service Agreement between the PCFA and the Partnership expired on July 1, 2011.

**Proposed Dissolution of the PCFA**

The County has preliminarily determined that the best interests of the residents of the County would be served by the dissolution of the PCFA to be accomplished pursuant to the requirements of the Local Authorities Fiscal Control Law, N.J.S.A. 40A:5A-1, et seq., as amended and supplemented ("Local Authorities Fiscal Control Law"), including N.J.S.A. 40A:5A-20. The County has also preliminarily determined that the dissolution of the PCFA could result in savings to the County by reducing overall costs by combining operations and providing services in a more efficient manner.

In connection with the proposed dissolution, the County, the PCFA and the CCIA have collectively preliminarily determined that it would be in the best interests of the residents of the County for the CCIA to: (i) upon dissolution, on a going-forward basis, assume the responsibility and otherwise provide for the payment of all creditors or obligees of the PCFA, (ii) assume ownership of the Landfill, and (iii) provide all of those services previously provided by the PCFA. On April 14, 2011, the Commissioners of the CCIA adopted a resolution preliminarily authorizing the CCIA, upon dissolution, on a going-forward basis, to assume responsibility and otherwise provide for the payment of all creditors and obligees of PCFA upon dissolution of PCFA and to assume ownership and operation of the Landfill ("CCIA Assumption Resolution").

**Note 18: CONTINGENT LIABILITIES (CONT'D)****Pollution Control Financing Authority of Camden County (Cont'd)**

Finally, the PCFA has preliminarily determined to voluntarily accede to the dissolution and to cooperate with the County and the CCIA in connection with the dissolution and transfer of the Landfill and other assets of the PCFA to CCIA. To that end, the PCFA adopted resolutions on March 22, 2011 and May 24, 2011, preliminarily authorizing the dissolution and the transfer of the PCFA's assets and liabilities to the CCIA.

Pursuant to Section 20 of the Local Authorities Fiscal Control Law, the PCFA may be dissolved by the County, subject to approval of the Local Finance Board. On May 19, 2011, the Board of Chosen Freeholders of the County introduced an ordinance authorizing the dissolution of the PCFA and making certain other determinations in connection therewith ("Dissolution Ordinance"). The Dissolution Ordinance provides, as a condition to dissolution, for the CCIA to provide, upon dissolution, on a going-forward basis, for the payment of all creditors and obligees of the PCFA (including the NJDEP). The CCIA Assumption Resolution provides for the CCIA, upon dissolution, on a going-forward basis, to be responsible for all of the PCFA's outstanding obligations (including the NJDEP Reimbursement) and for the provision of all of the services previously provided by the PCFA, including ownership and operation of the Landfill and to take possession of any and all assets and property (including real property), rights and privileges of the PCFA, including contract rights, permits, claims, defenses, causes of action, and all tangible and intangible interests.

In accordance with the Local Authorities Fiscal Control Law, the County and the CCIA are in the process of completing an application to be submitted to the Local Finance Board seeking approval for the final adoption of the Dissolution Ordinance. As of the date hereof, however, no such application has been filed. Upon filing to and approval from the Local Finance Board for the final adoption of the Dissolution Ordinance, the County, the PCFA and the CCIA shall undertake and complete all legal and procedural requirements necessary to effectuate the dissolution of the PCFA and the transfer of the PCFA's assets and liabilities to the CCIA as described above. Additionally, upon determination to proceed with the filing of an application to the Local Finance Board, the PCFA and the CCIA shall undertake and complete all necessary procedural and legal requirements relative to the transfer of the Landfill and related assets to the CCIA upon dissolution of the PCFA.

**Litigation Concerning the Pennsauken Sanitary Landfill**

The PCFA acquired the Pennsauken Sanitary Landfill ("Landfill") from the Township of Pennsauken ("Pennsauken") and the Pennsauken Solid Waste Management Authority ("PSWMA") in December 1991, pursuant to the provisions of the Amended and Restated Operations Transfer Agreement, dated October 11, 1991 (the "AROTA"), among the PCFA, the PSWMA, Pennsauken and the County. Prior to that time, the Landfill was operated by the PSWMA on land owned by Pennsauken. Since acquisition the PCFA has continued to operate the Landfill for disposal of bypass waste, residue from the operation of the Resource Recovery Facility, and the disposal of construction and demolition waste.

There are long-standing claims regarding the remediation of the contamination of the Landfill. The PSWMA executed an Administrative Consent Order ("ACO") with the New Jersey Department of Environmental Protection in December 1988. The ACO obligated the PSWMA to remediate contamination caused by the Landfill. The PCFA assumed the remediation obligations of the PSWMA pursuant to the AROTA. The PCFA, PSWMA and Pennsauken were plaintiffs in ongoing litigation seeking the recovery of costs associated with remediation necessary pursuant to the ACO. Counterclaims were made against Pennsauken. Pennsauken was represented by counsel for one of its insurance carriers. Trial in this litigation commenced on January 20, 2009. By the end of the second day of trial, all claims in the litigation were settled in principle. The PCFA and some defendants continue to review and execute settlement agreements. Pursuant to the settlement agreements, all defendants have been given releases and indemnification protection by the PCFA and Pennsauken. Settlement documents with Ward Sand and Materials Company and James D. Morrissey, Inc. (the "Ward Sand parties") (the prior landfill owner and operator) are in the process of being finalized. In the meantime, the

**Note 18: CONTINGENT LIABILITIES (CONT'D)****Pollution Control Financing Authority of Camden County (Cont'd)**

Ward Sand parties have satisfied their payment obligations. Pursuant to the ACO, the PCFA is primarily responsible for the liability associated with the contamination at the Landfill either directly as a successor to the PSWMA under the ACO or indirectly through the indemnification provisions of the AROTA. In the event that the litigation settlement proceeds are not sufficient to remediate the contamination at the Landfill, Pennsauken could be potentially responsible pursuant to the indemnification provisions in the various settlement agreements. Additionally, it is possible that the County could be responsible for all or a portion of such liability under the AROTA. To date, \$15,603,370.29 in settlement proceeds have been collected from all of the settling parties. Recent estimates project that the remediation cost to be approximately this amount or less. They are premised on the designed system accomplishing the remediation as presently designed. Design modifications could be necessary. Additionally, it is presently anticipated that the remediation can accomplish the desired goals in approximately 10-30 years. Contingencies could arise which could impact the design of the remediation system or the length of time in which it must be in operation. Therefore, it is impossible to determine at this time what the exact cost of the PCFA's remediation obligations will be. While it is impossible to estimate the likelihood of such an outcome, any such liability of the PCFA and/or the County could have a material adverse impact upon their respective financial conditions. In the event of a dissolution of the PCFA, any existing or potential liabilities of the PCFA would pass to the CCIA.

**Note 19: OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST**

On November 3, 1997, pursuant to P.L. 1997, c. 24 (N.J.S.A. 40:12-15.1 et seq.), the voters of Camden County authorized the establishment of the Camden County Open Space, Recreation, Farmland and Historic Preservation Trust Fund effective January 1, 1998, for the purpose of raising revenue for the acquisition of lands and interests in lands for the conservation of farmland and open space. The County proposed to levy a tax not to exceed one cent per one hundred dollars of equalized valuation. On November 8, 2005, the County of Camden proposed to levy an additional one cent per one hundred dollars of equalized valuation. Amounts raised by taxation are apportioned by the County Board of Taxation among the municipalities in accordance with N.J.S.A. 54:4-9 and are assessed, levied and collected in the same manner and at the same time as other County taxes. Future increases in the tax rate or to extend the authorization must be authorized by referendum. All revenue received is accounted for in a Trust Fund dedicated by rider (N.J.S.A. 40A:4-39) for the purposed stated. Interest earned on the investment of these funds is credited to the Camden County Open Space, Recreation, Farmland and Historic Preservation Trust Fund.

**Note 20: CONTINGENCIES**

**Grantor Agencies** - Amounts received or receivable from grantor agencies could be subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the County expects such amount, if any, to be immaterial.

**Litigation** - The County is a defendant in several legal proceedings that are in various stages of litigation. It is believed that the outcome, or exposure to the County, from such litigation is either unknown or potential losses, if any, would not be material to the financial statements **with the exception** of the eventual resolution of the litigation involving the Pollution Control Financing Authority (see Note 18).

**Note 21: CONCENTRATIONS**

The County depends on financial resources flowing from, or associated with, both the federal government and the State of New Jersey. As a result of this dependency, the County is subject to changes in specific flows of intergovernmental revenues based on modifications to federal and State laws and federal and State appropriations.

**Note 22: TAX ABATEMENTS**

Municipalities within the County are authorized to enter into property tax abatement agreements for commercial and industrial structures under N.J.S.A. 40A:21-1 (Chapter 441, P.L. 1991) known as the "Five Year Exemption and Abatement Law". Under this law, municipalities may grant property tax abatements for a period of five years from the date of completion of construction for the purpose of encouraging the construction of new commercial and industrial structures. The first calendar year following completion, 0 percent of taxes are due, and each subsequent calendar the percentage of taxes due increases by 20 percent. During the 6<sup>th</sup> calendar year, 100 percent of taxes are assessed and due. The property owner agrees that the payment in lieu of taxes shall be made to the municipality in quarterly installments on those dates when real estate tax payments are due. Failure to make timely payments shall result in interest being assessed at the highest rate permitted for unpaid taxes and a real property tax lien on the land.

For 2018 the Abstract of Ratables for Camden County indicated 23 of 37 municipalities abated property taxes under this program. The total assessed value abated was \$94,606,100.00. Municipalities also granted various other abatements of which the dollar amount of assessments is not readily available. The County receives 100% of its tax levy from each of the municipalities within the County and does not have any reduction in revenue as a result of these tax abatement programs.

**Note 23: SUBSEQUENT EVENTS**

Subsequent to December 31, 2018, the following actions were taken by the Board of Freeholders:

Authorization of the issuance of the following:

General Capital:

Bonds and Notes:

Various Improvements for Camden County College	Introduced: March 21, 2019 Adopted: April 18, 2019	\$7,200,000.00
Repair and/or Replacement of Certain County Infrastructure Projects	Introduced: April 18, 2019 Adopted: May 16, 2019	\$16,079,700.00

**APPENDIX C**

**Copy of the 2020 Bond Resolution and Form of Loan Agreement**



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**FIRST SUPPLEMENTAL RESOLUTION TO A BOND  
RESOLUTION ADOPTED ON MAY 15, 2014;  
AUTHORIZING THE ISSUANCE OF REFUNDING BONDS  
UNDER SAID BOND RESOLUTION; AMENDING,  
SUPPLEMENTING AND CLARIFYING CERTAIN  
PROVISIONS OF SAID BOND RESOLUTION; AND  
TAKING RELATED ACTIONS**

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## BACKGROUND

**WHEREAS**, The Camden County Improvement Authority, a public body corporate and politic and a political subdivision of the State of New Jersey ("State"), organized and existing under the Act (as hereinafter defined) and created pursuant to a resolution of the Board of Chosen Freeholders ("Board") of the County of Camden ("County") adopted on March 20, 1979, and any successor to its duties and functions ("Authority"), is authorized by the County Improvement Authorities Law, constituting Chapter 183 of the Laws of 1960 of the State of New Jersey, as amended and supplemented (*N.J.S.A. 40:37A-44 et seq.*) ("Act"), to provide within the County, public facilities (as defined in the Act) for use by the State, the County or any beneficiary county, or any municipality in the County, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

**WHEREAS**, the Authority is authorized by the Act and the Redevelopment Act (as hereinafter defined) to make loans to any governmental unit or person for the planning, initiating and carrying out redevelopment projects for the elimination, and for the prevention of the development or spread of blighted, deteriorated or deteriorating areas and the disposition for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such project, for such consideration and for such period or periods of time and upon such terms and conditions as the Authority may fix and agree upon as long as such loans are secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds or notes issued by the Authority for such purpose, and upon such other terms and conditions as the Authority shall deem reasonable; and

**WHEREAS**, pursuant to the provisions the Local Redevelopment and Housing Law, constituting Chapter 79 of the Public Laws of 1992 of the State (*N.J.S.A. 40A:12A-1 et seq.*), and the acts amendatory therefore and supplemental thereto ("Redevelopment Act"), the Township of Pennsauken, County of Camden, New Jersey ("Township") and the County are each authorized to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in order to stimulate redevelopment in the County, and in the Township specifically, the Township Committee of the Township ("Township Committee"), designated approximately 450 acres of property in the Township as an "area in need of redevelopment" in accordance with the Redevelopment Act ("Redevelopment Area"); and

**WHEREAS**, in furtherance thereof, the Township determined, pursuant to an ordinance duly adopted by the Township Committee ("Ordinance"), to undertake the redevelopment of approximately 65 acres of the Redevelopment Area located at the intersections of Routes 73, 130 and 90 in the Township of the Redevelopment Area ("Original Crossroads Site"); and

**WHEREAS**, pursuant to the Ordinance, the Township Committee adopted a Redevelopment Plan ("Redevelopment Plan"), which sets forth, inter alia, the plan for the redevelopment of the Original Crossroads Site and appointed the Authority as the "redevelopment entity" for such purpose, all in accordance with the Redevelopment Act; and

**WHEREAS**, pursuant to the Redevelopment Plan, the redevelopment project for the Original Crossroads Site was to consist of, among other things, the construction of a 6,500 seat civic center arena and the construction of a mixed use development to include retail and residential uses ("Original Redevelopment Project"); and

**WHEREAS**, upon commencement of the acquisition of the various parcels of real property constituting the Original Crossroads Site, the Authority and the County, which provided certain financial guarantees for various project notes issued by the Authority for the purpose of financing the costs of the Original Redevelopment Project, determined that the Original Redevelopment Project was untenable from a risk perspective; and

**WHEREAS**, as a result of such determination, the Original Redevelopment Project was scaled back significantly to include redevelopment of only 35 acres of the Original Crossroads Site to include only mixed use residential and commercial development ("Revised Redevelopment Project"); and

**WHEREAS**, in furtherance of Revised Redevelopment Project, the Authority, as the designated Redevelopment Entity for the Township, has heretofore undertaken the completion of the acquisition of the various parcels of real property comprising the Original Crossroads Site and has undertaken site preparation and clearing, including demolition of existing buildings and structures on the Original Crossroads Site, comprehensive environmental remediation and associated relocation measures, all for the purpose of facilitating redevelopment of the Original Crossroads Site (collectively, the "Crossroads Redevelopment Project" and together with the Original Redevelopment Project and the Revised Redevelopment Project, the "Redevelopment Project"); and

**WHEREAS**, pursuant to and in accordance with the Act and a resolution entitled, "Resolution of The Camden County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)", duly adopted on May 15, 2014, as amended by a Certificate of the Executive Director of the Authority dated June 26, 2014, as thereafter amended and supplemented from time to time (as amended and supplemented, the "Original Bond Resolution"), the Authority permanently financed the costs of the Redevelopment Project through the issuance and sale of its Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014 ("Series 2014 Bonds"); and

**WHEREAS**, pursuant to the Bond Resolution, on July 15, 2014, the Authority issued \$21,000,000 aggregate principal amount of the Series 2014 Bonds to permanently finance the costs of the Redevelopment Project, which Series 2014 Bonds are subject to redemption on any date on or after July 15, 2024; and

**WHEREAS**, the Authority wishes to authorize, pursuant to the terms of this First Supplemental Resolution (as hereinafter defined) (the Original Bond Resolution, as amended and supplemented by this First Supplemental Resolution, is hereinafter collectively referred to as the "Bond Resolution"), the issuance of its Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2019, in an aggregate principal amount not-to-exceed \$22,000,000 ("Series 2019 Bonds"), the proceeds of which will be used to advance refund \$17,410,000 aggregate principal amount of the Series 2014 Bonds maturing on July 15 in each of the years 2028, 2034 and 2037 (collectively, the "Series 2014 Refunded Bonds") on July

15, 2024 ("Series 2014 Refunded Bonds Redemption Date") (the purpose heretofore described is hereinafter referred to as the "2014 Refunding Program"); all as more particularly described in the Loan and Security Agreement, dated as of July 1, 2014, by and between the Authority and the County ("Original Loan Agreement"), as amended and supplemented by the First Amendment to Loan Agreement, to be dated as of December 1, 2019 (or such other date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2019 Bonds), between the Authority and the County ("First Amendment to Loan Agreement", together with the Original Loan Agreement, as further amended and supplemented from time to time shall be referred to herein, collectively, as the "Loan Agreement"); which Series 2019 Bonds are to be secured by the Loan Agreement; and

**WHEREAS**, the First Amendment to Loan Agreement has been duly authorized by the County; and

**WHEREAS**, the principal of and interest on the Series 2019 Bonds shall be paid from certain Loan Payments (as defined in the Loan Agreement) made by the County in accordance with the terms of the Loan Agreement and as otherwise set forth herein; and

**WHEREAS**, to induce the prospective purchasers of the Series 2019 Bonds to purchase the same and provide additional security to the holders thereof, the County, in accordance with Section 37 of the Act, *N.J.S.A.* 40:37A-80, and pursuant to a Guaranty Ordinance to be duly and finally adopted by the Board of Chosen Freeholders and published in accordance with applicable law ("2019 Guaranty Ordinance"), has determined to unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Series 2019 Bonds when due ("2019 Guaranty"); and

**WHEREAS**, the Authority shall deposit the proceeds of the Series 2019 Bonds with TD Bank, National Association, Cherry Hill, New Jersey, as trustee under the Bond Resolution ("Trustee") and as escrow agent ("Escrow Agent") pursuant to the terms of an Escrow Deposit Agreement ("Escrow Deposit Agreement"), to be entered into by and between the Authority and the Escrow Agent, to pay the cost of: (i) the 2014 Refunding Program; (ii) certain costs of issuance with respect to the Series 2019 Bonds identified more particularly herein; and (iii) such other items as shall be set forth herein or in the Award Certificate (as defined in the Bond Resolution); and

**WHEREAS**, the Board of Chosen Freeholders of the County, pursuant to and in accordance with the terms of the Act, including *N.J.S.A.* 40:37A-56, will adopt a resolution on October 17, 2019 consenting to the financing of the 2014 Refunding Program, the issuance of the Series 2019 Bonds and the adoption of this First Supplemental Resolution; and

**WHEREAS**, the Authority desires to amend and supplement the Original Bond Resolution in connection with the issuance of the Series 2019 Bonds as provided herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:**

**Section 1. Definitions.**

(a) Capitalized terms used herein, unless otherwise defined herein, shall have the meaning ascribed thereto in the Original Bond Resolution.

(b) Section 101 of the Original Bond Resolution is amended by substituting the following definitions of terms for the definitions currently in such Section:

"Annual Authority Administrative Fee" shall mean the annual fee for the general administrative expenses of the Authority for the Series 2014 Bonds and the Series 2019 Bonds, due on each anniversary of the respective Issue Dates until such time as such Series 2014 Bonds and/or Series 2019 Bonds are no longer Outstanding, in the amount of one-tenth of one percent of the principal amount of the Series 2014 Bonds and Series 2019 Bonds, plus the amount of the actual fees which have been paid or incurred by the Authority for legal, auditing and rebate requirements, if any, in connection with the Series 2014 Bonds and the Series 2019 Bonds and all other services or actions of the Authority in connection with this Bond Resolution and the Original Loan Agreement, as amended by the First Amendment to Loan Agreement; provided, however, that at no time shall the annual administrative fee described herein, exclusive of legal and accounting fees, be less than \$5,000 per annum.

"Authority Administrative Expenses" shall mean any and all expenses of the Authority and its agents, professionals and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under this Bond Resolution, the Guaranty and the Loan Agreement, as applicable, including, but not limited to: (i) the Initial Authority Financing Fee; (ii) the Annual Authority Administrative Fee; (iii) the Owner's Representative Fee; (iv) all fees and expenses including, but not limited to, indemnification expenses, if any, incurred in connection with the issuance of any Bonds, the financing of the 2014 Project or the 2014 Refunding Program, or the compelling of the full and punctual performance of this Bond Resolution, the Guaranty and the Loan Agreement in accordance with the terms hereof and thereof; (v) all fees and expenses including, but not limited to, indemnification expenses, if any, of counsel, auditors, insurers, Fiduciaries and others; and (vi) any fees and expenses including, but not limited to, indemnification expenses, if any, incurred by the Paying Agent, the Bond Registrar or the Trustee or any or all Fiduciaries in connection with the performance of their respective fiduciary responsibilities under this Bond Resolution, the Guaranty and the Loan Agreement, all to the extent not capitalized pursuant to the requirements of this Bond Resolution, which Authority Administrative Expenses shall be paid as Additional Loan Payments by the County.

"Bond" or "Bonds" shall mean, collectively, the Series 2014 Bonds issued pursuant to Sections 201, 202 and 203 of this Bond Resolution to provide funds to: (i) permanently finance the 2014 Project; and (ii) pay the costs and expenses of the Authority and the County in connection with the authorization, issuance and

delivery of the Series 2014 Bonds, together with any Refunding Bonds, including the Series 2019 Bonds, issued pursuant to Section 205 of this Bond Resolution.

"Bond Resolution" shall mean the Original Bond Resolution authorizing the issuance of the Series 2014 Bonds, as amended and supplemented by the First Supplemental Resolution authorizing the issuance of the Series 2019 Bonds and all further amendments and supplements thereto.

"Bond Year" shall mean with respect to the Series 2014 Bonds and the Series 2019 Bonds, each 1-year period that ends on the day that is selected by the Authority. The first and last Bond Years may be short periods. If no day is selected by the Authority before the earlier of the final maturity date of the Series 2014 Bonds or the 2019 Bonds or the date that is five (5) years after the Issue Date of each respective Series, Bond Year shall end on each anniversary of the Issue Date of each respective Series and on the final maturity date of each respective Series. For each additional Series of Refunding Bonds, if any, Bond Year shall be designated in the Supplemental Resolution pursuant to which such Series of Refunding Bonds is issued.

"Cost" or "Costs" shall mean and shall be deemed to include, with respect to the 2014 Project, the 2014 Refunding Program or any portion thereof, together with any other proper and reasonable item of cost not specifically mentioned herein, whether incurred prior to or after the date of the Loan Agreement, (a) the costs of payment of, or reimbursement for, the acquisition, construction, equipping and furnishing of the Redevelopment Project including, but not limited to, environmental or remediation costs, advances or progress payments, appraisals, engineering, design, site work, surveys, title insurance, demolition, acquisition costs, construction and equipment costs, installation costs, administrative costs and capital expenditures relating to the Redevelopment Project, capitalized interest, financing payments, sales taxes, excise taxes, property taxes, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recordation costs, printing costs for all documents, reproduction and binding costs, fees and charges of the Trustee pursuant to this Bond Resolution, financing documents, legal fees and charges, all financial, accounting and other professional consultant fees, the Initial Authority Financing Fee for a particular Series of Bonds, all professional and consulting fees and charges of the Authority, including but not limited to the Owner's Representative Fee, and of the County, costs of rating agencies, bond insurance, bond insurers or credit ratings, fees for the printing, execution, transportation and safekeeping of any Series of Bonds, and any charges and fees in connection with any of the foregoing, subject to any limitations as to amount imposed by the provisions of the Code; (b) all other costs which the County or the Authority shall be required to pay under the terms of any contract or contracts for the acquisition, construction, equipping and furnishing of the Redevelopment Project including, but not limited to, the cost of insurance; (c) any sums required to reimburse the County for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to the 2014 Project or the 2014 Refunding Program; (d) deposits in any Fund or Account under this

Bond Resolution, all as shall be provided in this Bond Resolution; (e) the costs of permanently financing the Series 2013 Notes including, but not limited to, deposits to TD Bank, National Association, as trustee and paying agent for the Series 2013 Notes; and (f) such other expenses not specified herein or in the Loan Agreement as may be necessary or incidental to the refinancing of the Redevelopment Project. Cost as defined herein shall be deemed to include the costs and expenses incurred by any agent of the Authority or the County for any of the above-mentioned items or in connection with the administration and enforcement of this Bond Resolution, the Guaranty, the Continuing Disclosure Agreement and the Loan Agreement.

"Debt Service" for any period shall mean, as of any date of calculation, with respect to a particular Series of Bonds, including the Series 2014 Bonds and the Series 2019 Bonds, an amount equal to the sum of: (i) the interest accruing during such period on such Series of Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the applicable Account in the Debt Service Fund; and (ii) that portion of each Principal Installment which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the immediately preceding Principal Installment due date or, if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of original issuance of a particular Series of Bonds, whichever is later. Such interest and Principal Installments for such Series of Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof. The calculations in the preceding sentence shall be made on the basis of a 30-day month and a 360-day year.

"Delegation Resolution" shall mean: (i) with respect to the Series 2014 Bonds, that resolution adopted by the Authority on June 12, 2014 authorizing, *inter alia*, the execution and delivery of the Loan Agreement, the Award Certificate or Award Certificates and a purchase contract or purchase contracts with the Underwriter for the sale of the Series 2014 Bonds at one or more times and in one or more Series, which resolution shall not constitute a Supplemental Resolution hereunder; and (ii) with respect to the Series 2019 Bonds, the First Supplemental Resolution adopted by the Authority on October 10, 2019, authorizing, *inter alia*, the execution and delivery of an Award Certificate and a bond purchase contract for the sale of the Series 2019 Bonds.

"Guaranty" shall mean, collectively, the Original Guaranty and the 2019 Guaranty.

"Initial Authority Financing Fee" shall mean, with respect to: (i) the Series 2014 Bonds or the Series 2019 Bonds, the amount calculated in accordance with the Authority Fee Schedule-County and Municipal Governmental Applicants adopted by resolution of the Authority dated April 11, 2002, as amended and

supplemented, and as set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale and award of the Series 2014 Bonds or the Series 2019 Bonds, respectively; and (ii) any future Series of Refunding Bonds, the amount specified in the applicable Supplemental Resolution authorizing such Series of Refunding Bonds or the award certificate executed by an Authorized Authority Representative in connection with the sale and award of such Series of Refunding Bonds.

"Interest Payment Date" shall mean, with respect to: (i) the Series 2014 Bonds, each January 15 and July 15, commencing January 15, 2015; (ii) the Series 2019 Bonds, each January 15 and July 15, commencing January 15, 2020 (or such other date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2019 Bonds); and (iii) such others dates as shall be established by a Supplemental Resolution authorizing any other Series of Refunding Bonds. In the event an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

"Issue Date" shall mean, with respect to: (i) the Series 2014 Bonds, July 15, 2014; (ii) the Series 2019 Bonds, the date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2019 Bonds; and (iii) all other Series of Refunding Bonds, the date on which the Trustee authenticates the applicable Series of Bonds and on which such Bonds are delivered to the purchasers thereof upon original issuance.

"Loan" shall mean, collectively: (i) the loan from the Authority to the County in the aggregate principal amount of \$21,000,000 to finance the Costs of the 2014 Project under the terms and conditions set forth in the Original Loan Agreement; and (ii) the loan from the Authority to the County in the aggregate principal amount not-to-exceed \$22,000,000 to finance the Costs of the 2014 Refunding Program under the terms and conditions set forth in the Original Loan Agreement, as amended by the First Amendment to Loan Agreement.

"Loan Agreement" shall mean, collectively, the Original Loan Agreement relating to the 2014 Project, financed with the proceeds of the Series 2014 Bonds issued by the Authority, as amended and supplemented by the First Amendment to Loan Agreement relating to the 2014 Refunding Program, together with any further supplements and amendments thereto, and any other loan agreement relating to any other Series of Refunding Bonds issued pursuant to Section 205 of the Bond Resolution.

"Loan Ordinance" shall mean, collectively: (i) the resolution finally adopted by the County on May 22, 2014 and entitled, " RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH PROVIDED THE COUNTY'S CONSENT WITH RESPECT TO VARIOUS ITEMS RELATED TO THE CROSSROADS REDEVELOPMENT AREA PROJECT", which resolution



amended and restated in its entirety a resolution finally adopted by the Board on December 20, 2012, and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY PROVIDING THE COUNTY'S CONSENT TO (I) PERMANENTLY FINANCE THE AUTHORITY'S COUNTY GUARANTEED BOND ANTICIPATION NOTES, SERIES 2012 (CROSSROADS REDEVELOPMENT AREA PROJECT) [FEDERALLY TAXABLE], (II) THE ISSUANCE BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY OF ONE OR MORE SERIES OF ITS TAX-EXEMPT AND/OR TAXABLE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000, FOR THE PURPOSE OF FINANCING THE PROJECT AUTHORIZED HEREBY, AND (III) THE LOAN AND SECURITY AGREEMENT BY AND BETWEEN THE COUNTY AND THE AUTHORITY IN CONNECTION WITH THE FINANCING AUTHORIZED HEREBY," approving and authorizing the execution and delivery, among other things, of the Original Loan Agreement by the County and the performance of its obligations thereunder, including payment of Loan Payment obligations thereunder and Debt Service on the Series 2014 Bonds; and (ii) the resolution finally adopted by the County on October 17, 2019, and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY PROVIDING THE COUNTY'S CONSENT TO (I) THE ADVANCE REFUNDING OF CERTAIN OUTSTANDING TAXABLE COUNTY GUARANTEED LOAN REVENUE BONDS OF THE CAMDEN COUNTY IMPROVEMENT AUTHORITY ORIGINALLY ISSUED TO PERMANENTLY FINANCE THE CROSSROADS REDEVELOPMENT PROJECT; (II) THE ISSUANCE BY THE AUTHORITY OF ITS TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2019" FOR THE PURPOSES OF ADVANCE REFUNDING SUCH OUTSTANDING TAXABLE COUNTY GUARANTEED LOAN REVENUE BONDS; AND (III) THE LOAN AGREEMENT BY AND BETWEEN THE COUNTY AND THE AUTHORITY IN CONNECTION WITH THE REFINANCING AUTHORIZED HEREBY," approving and authorizing the execution and delivery, among other things, of the First Amendment to Loan Agreement by the County and the performance of its obligations thereunder, including payment of Loan Payment obligations thereunder and Debt Service on the Series 2019 Bonds.

"Loan Payment" shall mean the aggregate sum of money representing principal and interest for the 2014 Project and the 2014 Refunding Program necessary to amortize Debt Service on the Series 2014 Bonds and the Series 2019 Bonds, respectively, payable by the County on each Loan Payment Date, as set forth in Exhibit A annexed to the Loan Agreement and incorporated by this reference herein, as described in Section 5.02(A) of the Loan Agreement and redemption premium, if any, to the extent required to redeem the Series 2014 Bonds and the Series 2019 Bonds, respectively, pursuant to Article IV of this Bond Resolution and, as applicable, Additional Loan Payments payable by the

County upon demand pursuant to Sections 5.02(B) of the Loan Agreement, respectively.

"Loan Payment Date" shall mean, with respect to the Series 2014 Bonds and the Series 2019 Bonds, five (5) Business Days prior to each respective Interest Payment Date, Principal Installment Date or Sinking Fund Installment due date, as applicable, and such other dates determined in accordance with the Loan Agreement as may be set forth in a Supplemental Resolution authorizing any other Series of Refunding Bonds.

"Principal Installment Date" shall mean, with respect to: (i) the Series 2014 Bonds, each July 15, commencing July 15, 2017; and (ii) the Series 2019 Bonds, each July 15, commencing July 15, 2020 (or such other date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2019 Bonds) on which any Principal Installment shall become due and payable by the Authority, or such other date as set forth in a Supplemental Resolution authorizing any other Series of Bonds. In the event a Principal Installment Date is not a Business Day, principal shall be paid on the next succeeding Business Day for the Principal Installment payable on the Principal Installment Date.

"Record Date" shall mean, with respect to the Series 2014 Bonds and the Series 2019 Bonds, the first (1st) day of the month containing an Interest Payment Date or such other dates as set forth in a Supplemental Resolution authorizing any other Series of Refunding Bonds, which such other date shall be not less than fifteen (15) days (whether or not a Business Day) prior to any such Interest Payment Date.

"Series 2014 Bonds" shall mean the Series of Taxable Obligations issued as Bonds so designated, authenticated and delivered to the Underwriter upon original issuance pursuant to Section 203 hereof which are designated Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014.

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of this Bond Resolution adopted by the Authority in accordance with Section 205 and Article XI hereof, including specifically, the First Supplemental Resolution.

"Underwriter" shall mean: (i) with respect to the Series 2014 Bonds, the underwriter named in the bond purchase contract between the Authority and the Underwriter and the Award Certificate, dated the date of sale of the Series 2014 Bonds; and (ii) with respect to the Series 2019 Bonds, the underwriter named in the bond purchase contract between the Authority and the Underwriter and the Award Certificate, dated the date of sale of the Series 2019 Bonds.

(c) Section 101 of the Original Bond Resolution is further amended by adding the following defined terms:

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement, dated the date of issuance and delivery of the Series 2019 Bonds, between the Authority and the Trustee, acting as Escrow Agent.

"First Amendment to Loan Agreement" shall mean the First Amendment to Loan Agreement, dated as of December 1, 2019 (or such other date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2019 Bonds), between the Authority and the County amending the Original Loan Agreement to provide for the 2014 Refunding Program financed with the proceeds of the Series 2019 Bonds issued by the Authority.

"First Supplemental Resolution" shall mean the Supplemental Resolution, entitled "FIRST SUPPLEMENTAL RESOLUTION TO A BOND RESOLUTION ADOPTED ON MAY 15, 2014; AUTHORIZING THE ISSUANCE OF REFUNDING BONDS UNDER SAID BOND RESOLUTION; AMENDING, SUPPLEMENTING AND CLARIFYING CERTAIN PROVISIONS OF SAID BOND RESOLUTION; AND TAKING RELATED ACTIONS" adopted by the Board on October 10, 2019.

"Original Bond Resolution" shall mean this resolution adopted by the Authority on May 15, 2014, entitled, "Resolution of The Camden County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)," as same may be amended, modified and supplemented in accordance with the provisions hereof and pursuant to the provisions of the Award Certificate executed by the Executive Director of the Authority in connection with the issuance of each Series of Bonds, including the Series 2014 Bonds.

"Original Guaranty" shall mean the County's unconditional and irrevocable guaranty of the punctual payment when due of the principal of and interest on the Series 2014 Bonds duly adopted on May 22, 2014 pursuant to Section 37 of the Act (*N.J.S.A. 40:37A-80*), and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH AUTHORIZED A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013 TO BE ISSUED BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT", which resolution amended and restated in its entirety a resolution finally adopted by the Board on December 20, 2012, and entitled "RESOLUTION OF THE COUNTY OF CAMDEN IN THE STATE OF NEW JERSEY AUTHORIZING A GUARANTEE BY THE COUNTY OF THE PAYMENT OF

THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000 BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT," as the same may be amended and supplemented in connection with the issuance of Refunding Bonds pursuant to the provisions hereof.

"Original Loan Agreement" shall mean the Loan and Security Agreement, dated as of July 1, 2014, between the Authority and the County relating to the 2014 Project financed with the proceeds of the Series 2014 Bonds issued by the Authority.

"Series 2014 Refunded Bonds" shall mean all or a portion of the \$17,410,000 aggregate principal amount of Outstanding Series 2014 Bonds maturing on July 15 in each of the years 2028, 2034 and 2037, refunded with the proceeds of the Series 2019 Bonds.

"Series 2014 Refunded Bonds Redemption Date" shall mean July 15, 2024 (or such other date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2019 Bonds).

"Series 2019 Bonds" shall mean the Authority's Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2019, in an aggregate principal amount not-to-exceed \$22,000,000, authorized in accordance with the terms of the Act and the Original Bond Resolution, as amended and supplemented by the First Supplemental Resolution, and issued to finance the 2014 Refunding Program.

"Series 2019 Bonds Verification Agent" shall mean Bowman & Company LLP, Voorhees, New Jersey.

"2014 Refunding Program" shall mean the advance refunding of up to all of the Series 2014 Refunded Bonds on the Series 2014 Refunded Bonds Redemption Date, upon the terms and conditions set forth in the Local Finance Board Application filed with and approved by the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs on September 18, 2019.

"2019 Guaranty" shall mean the County's unconditional and irrevocable guaranty of the punctual payment when due of the principal of and interest on the Series 2019 Bonds duly adopted on October 17, 2019, pursuant to Section 37 of the Act (*N.J.S.A. 40:37A-80*), and entitled "RESOLUTION OF THE COUNTY OF CAMDEN IN THE STATE OF NEW JERSEY AUTHORIZING A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "TAXABLE COUNTY GUARANTEED LOAN

REVENUE REFUNDING BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2019" TO BE ISSUED BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSES OF THE ADVANCE REFUNDING OF ALL OR A PORTION OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING TAXABLE COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2014".

**Section 2. Matters Concerning the Series 2019 Bonds.**

(a) There are hereby authorized to be issued as Refunding Bonds (in one or more Series) under the Original Bond Resolution and pursuant to this First Supplemental Resolution, Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2019, in an aggregate principal amount not to exceed \$22,000,000, as more particularly described in Section 2(c) hereof, for the purpose of financing the 2014 Refunding Program. The Series 2019 Bonds shall be substantially in the form set forth in Section 1401 of the Original Bond Resolution, with appropriate insertions, omissions and variations.

(b) Sections 202, 203 and 205 and Article V of the Original Bond Resolution shall apply to the Series 2019 Bonds to the same extent they apply to the Series 2014 Bonds as if such Sections were restated here in their entireties with "Series 2019 Bonds" substituted for "Series 2014 Bonds" each place such term appears.

(c) The Series 2019 Bonds shall be issued in the aggregate principal amount not to exceed \$22,000,000, shall be in Authorized Denominations, shall bear interest at various rates of interest not to exceed 6.00% and shall be subject to purchase or redemption prior to maturity in the manner and subject to the conditions as stated in an Award Certificate (as defined in the Bond Resolution), hereafter executed by the Interim Executive Director or any other Authorized Authority Representative and in the Bond Purchase Agreement (as hereinafter defined) which the Interim Executive Director or any other Authorized Authority Representative is hereby authorized to execute in connection with the sale of the Series 2019 Bonds. The Interim Executive Director or any other Authorized Authority Representative is hereby authorized to award the Series 2019 Bonds to the purchaser thereof. Such award shall be evidenced by the execution of an Award Certificate, executed by the Interim Executive Director or any other Authorized Authority Representative. The Series 2019 Bonds shall bear interest from their dated date until payment of the principal amount thereof shall have been made or provided for upon redemption or at or after maturity.

(d) The Authority shall execute and deliver to the Trustee for authentication the Series 2019 Bonds described in Section 2(a) hereof and, thereupon, the Trustee shall authenticate said Series 2019 Bonds and deliver them to or upon the order of the Authority, signed by its Chairman or Vice Chairman or Secretary, but only upon receipt of the proceeds of said Series 2019 Bonds and of the following:

(1) A certified copy of the Original Bond Resolution and this First Supplemental Resolution (which First Supplemental Resolution shall also constitute the Determination Resolution with respect to the Series 2019 Bonds);

(2) An executed copy of the: (i) Award Certificate executed by an Authorized Authority Representative authorizing the sale of the Series 2019 Bonds; and (ii) Bond Purchase Agreement (as hereinafter defined) for the Series 2019 Bonds executed by the Authority and the purchaser or purchasers thereof specified in the Award Certificate;

(3) An executed copy of the Original Loan Agreement;

(4) An executed copy of the First Amendment to Loan Agreement;

(5) An opinion or opinions of: (i) Bond Counsel to the effect specified in Section 202(1)(a) of the Bond Resolution; and (ii) County Counsel and/or County Bond Counsel to the effect specified in Section 202(1)(k);

(6) A certified copy of the Guaranty with respect to the Series 2019 Bonds;

(7) A certified copy of the Resolution of the County required pursuant to the provisions of Section 205(2)(a) of the Bond Resolution, among other things, consenting to the issuance of the Series 2019 Bonds as a Series of Refunding Bonds pursuant to the Bond Resolution and authorizing and pledging to annually appropriate moneys to pay the Loan Payment obligations incurred with respect to the issuance of the Series 2019 Bonds;

(8) The municipal bond insurance policy with respect to the Series 2019 Bonds (if any);

(9) A Closing Statement signed by the Chairman, Vice-Chairman or Interim Executive Director of the Authority and approved by the County setting forth: (i) the amount of the proceeds to be received by the Authority from the sale of the Series 2019 Bonds; (ii) the amount to be deposited with the Escrow Agent pursuant to the terms of the Escrow Deposit Agreement; (iii) the amount to be deposited in the Operating Fund and paid or reserved for the costs and expenses of the financing and the Initial Authority Financing Fee; and (iv) the balance, if any, of such proceeds to be deposited in the Debt Service Fund under the Bond Resolution established in connection with the issuance of the Series 2019 Bonds;

(10) An executed copy of the Escrow Deposit Agreement; and

(11) A verification report prepared by the Series 2019 Bonds Verification Agent, evidencing sufficiency of the principal of and interest on the noncallable Investment Securities (as defined in the Bond Resolution) of the type described in Section 1301(2) of the Bond Resolution and in Paragraph (a)(1) of the definition of "Investment Securities" set forth in Bond Resolution acquired with the proceeds of the Series 2019 Bonds to pay, when due, the principal of (including redemption premium, if any) and interest on the Series 2014 Refunded Bonds and to redeem the Series 2014 Refunded Bonds on the Series 2014 Refunded Bonds Redemption Date referred to in the recitals and in Section 7 of this First Supplemental Resolution and pursuant to the terms of the Escrow Deposit Agreement.

(e) The Trustee is hereby directed to establish, in connection with the issuance of the Series 2019 Bonds and the advance refunding of the Series 2014 Refunded Bonds, the following Accounts in the Funds established pursuant to Article V of the Bond Resolution: 2019 Costs of Issuance Account in the Operating Fund; 2019 Account in the Revenue Fund; 2019 Interest Account and 2019 Principal Account in the Debt Service Fund; 2019 Account in the Proceeds Fund; 2019 Account in the Debt Retirement Fund; 2019 Account in the Rebate Fund and 2014 Account in the Debt Retirement Fund.

(f) The proceeds of the sale of the Series 2019 Bonds shall be paid over to the Trustee and deposited by the Trustee in a 2019 Settlement Fund which the Trustee is hereby directed to create in connection with the issuance of the Series 2019 Bonds. Upon receipt of such funds, the Trustee shall promptly make the payments, disbursements and deposits as set forth in the Closing Statement required by Section 2(d)(9) of this First Supplemental Resolution from the 2019 Settlement Fund. Any amounts maintained in the 2019 Costs of Issuance Account in the Operating Fund for the Series 2019 Bonds shall be disbursed from time to time by the Trustee pursuant to further written directions of the Authority and the County, and the Trustee shall, without further direction ninety (90) days after the date of issuance of the Series 2019 Bonds: (i) deposit in the 2019 Interest Account in the Debt Service Fund any balance then remaining in the 2019 Costs of Issuance Account in the Operating Fund for the Series 2019 Bonds; and (ii) terminate the 2019 Costs of Issuance Account in the Operating Fund.

(g) The Chairman, Vice Chairman, Treasurer and Interim Executive Director of the Authority are each hereby designated "Authorized Authority Representatives" pursuant to the Bond Resolution and are authorized to determine the details of and execute a contract of purchase or other similar document ("Bond Purchase Agreement") in connection with the sale of the Series 2019 Bonds. The Interim Executive Director or any other member of the Authority is hereby authorized to award the Series 2019 Bonds to the purchaser or purchasers thereof. Such award shall be evidenced by the execution of the Award Certificate. The Bond Purchase Agreement and the Award Certificate shall determine the terms and conditions relating to the sale of the Series 2019 Bonds, including the rate or rates of interest to be borne by the Series 2019 Bonds and the underwriter's discount, if any, which is payable to the underwriter in connection with the sale of the Series 2019 Bonds and the maturity schedule for the Series 2019 Bonds shall be substantially the same as the maturity schedule set forth in the Local Finance Board Application prepared in connection with the issuance of the Series 2019 Bonds; *provided, however,* that without the further authorization of the Authority, the true interest cost to be borne by the Series 2019 Bonds shall not exceed six and zero one hundredths per centum (6.00%) and the underwriter's discount for the Series 2019 Bonds shall not exceed \$4.50 per \$1,000 principal amount of such Series 2019 Bonds (inclusive of underwriter's counsel fees); *provided further, however,* that the aggregate true interest cost on the Series 2019 Bonds and the underwriter's discount for such Series 2019 Bonds may exceed the amounts which are set forth herein if such greater rate of interest (or true interest cost) or such greater underwriter's discount is approved, and the maturity schedule may be substantially changed if such change is approved, prior to the award and sale of such Series 2019 Bonds, by a resolution duly adopted by the Authority. Such Bond Purchase Agreement, or other similar document, or such Award Certificate shall contain such other terms and conditions as shall be deemed necessary in connection with the sale of the Series 2019 Bonds.

(h) The sale and award of the Series 2019 Bonds by the Interim Executive Director or any other member of the Authority shall be evidenced by the execution of the Award Certificate by the Interim Executive Director or such other member of the Authority as of the date of the sale and the award of the Series 2019 Bonds and such Award Certificate shall be presented to the members of the Authority at the next regular meeting of the Authority following such sale and award as evidence of the terms and details of the sale of such Series 2019 Bonds.

**Section 3. Amendment of Original Bond Resolution.**

(a) All references in the Original Bond Resolution to "Bonds", "any Bond", "Series of Bonds", "Series of Refunding Bonds", "Refunding Bonds" and "Bonds of any Series" shall be construed to include the Series 2019 Bonds.

(b) Section 505(2) of the Original Bond Resolution is hereby amended and restated in its entirety to read as follows:

"Amounts deposited in the applicable Account of the Operating Fund established for a particular Series of Bonds shall be paid out by the Trustee pursuant to written direction of the Authority and the County from time to time for costs of issuance and Authority Administrative Expenses, including expenses incurred by the Authority to perform an arbitrage rebate calculation, upon requisition therefor submitted to the Trustee and signed by an Authorized Authority Representative stating: (i) the name of the Person, firm or corporation to whom each such payment is due; (ii) the respective amounts to be paid; (iii) the purpose by general classification for which each obligation in the stated amounts has been or will be incurred; and (iv) each obligation in the stated amount has been or will be incurred by or on behalf of the Authority and that each item thereof is a proper charge against the Operating Fund and has not been previously paid. To the extent such amounts deposited therein are not spent within ninety (90) days of the respective Issue Dates of the Series 2014 Bonds, the Series 2019 Bonds and any other Series of Refunding Bonds, the Trustee shall, without further direction, deposit in the respective Interest Account of the Debt Service Fund any balance then remaining for such Series of Bonds."

**Section 4. Preliminary Official Statement.** The preparation of a preliminary official statement ("Preliminary Official Statement") relating to the Series 2019 Bonds, and the distribution (by physical and/or electronic delivery) of said Preliminary Official Statement to prospective purchasers of the Series 2019 Bonds and others having an interest therein, are hereby authorized and directed. The Chairman, Vice Chairman or Interim Executive Director are each hereby authorized to deem the Preliminary Official Statement "final", as contemplated by paragraph (b)(1) of Rule 15c2-12 promulgated by the Securities and Exchange Commission ("Commission") pursuant to the Securities Act of 1934, as amended ("Rule 15c2-12").

**Section 5. Official Statement.** The preparation of a final official statement ("Official Statement") relating to the Series 2019 Bonds is hereby authorized and directed. Within the earlier to occur of: (i) seven (7) business days after the date of the Bond Purchase Agreement and in sufficient time to accompany any confirmation requesting payment from any customer of the



underwriter; or (ii) the day prior to the closing for the Series 2019 Bonds, the Authority will deliver sufficient copies of the Official Statement in final, printed and electronic form to the purchaser of the Series 2019 Bonds in order for the same to comply with the rules of the Municipal Securities Rulemaking Board ("MSRB") (including, but not limited to, revised Rule G-32 requiring submissions of official statements to the MSRB through the Electronic Municipal Market Access System primary market disclosure service, an internet based filing system created and maintained by the MSRB in accordance with SEC Release No. 34-59062 of the Securities Exchange Commission ("Commission"), dated December 5, 2008), Rule 15c2-12 and other applicable securities laws, rules or regulations including SEC Release No. No. 34-62184 of the Commission, dated May 26, 2010. The Chairman, Vice Chairman and Interim Executive Director are each hereby authorized to execute the Official Statement in final form, and the distribution thereof to purchasers and others is hereby authorized and directed. The execution of the Official Statement by the Chairman, Vice Chairman or Interim Executive Director shall constitute conclusive evidence of approval by the Authority of the changes therein from the Preliminary Official Statement. The Chairman, Vice Chairman or Interim Executive Director are each hereby authorized to approve any amendments or supplements to the Official Statement.

**Section 6. Authorization of First Amendment to Loan Agreement.** The First Amendment to Loan Agreement be, and the same hereby is, approved in the form presented to this meeting with such changes, insertions and omissions as shall hereafter be approved by the Authorized Authority Representative in consultation with the Authority's Bond Counsel. The Authorized Authority Representative be, and hereby is, authorized and directed on behalf of the Authority to execute and deliver the First Amendment to Loan Agreement and the Secretary or Assistant Secretary of the Authority is hereby authorized and directed to affix the seal of the Authority to the First Amendment to Loan Agreement and to attest the validity of the signatures of the Authorized Authority Representative on the First Amendment to Loan Agreement. The execution of the First Amendment to Loan Agreement by the Authorized Authority Representatives shall evidence the Authority's approval of the terms thereof and no further action therefor shall be required.

**Section 7. Redemption of the Series 2014 Refunded Bonds.** The Escrow Agent is hereby authorized and directed to redeem on the Series 2014 Refunded Bonds Redemption Date all or a portion of the Series 2014 Refunded Bonds at a redemption price equal to 100% of the Series 2014 Refunded Bonds to be redeemed, plus interest accrued to the Series 2014 Refunded Bonds Redemption Date. To provide for the redemption of the Series 2014 Refunded Bonds, the Authorized Authority Representatives are each hereby authorized to execute and deliver the Escrow Deposit Agreement on behalf of the Authority and to make the deposit of moneys and investments specified therein. The Escrow Agent shall mail the notice of redemption for the Series 2014 Refunded Bonds as set forth in the Escrow Deposit Agreement.

**Section 8. Bond Resolution One Instrument.** The Original Bond Resolution, as amended and supplemented by the provisions of this First Supplemental Resolution, is to be read, taken and construed as one and the same instrument. Except as amended or supplemented hereby, the provisions of the Original Bond Resolution are hereby ratified and confirmed in all respects and are applicable in all respects to the Series 2019 Bonds and the Holders thereof.

**Section 9. Further Actions.**

(a) The Authorized Authority Representatives are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver any and all such documents and instruments and to do and cause to be done any and all acts and things as may be necessary and proper to carry out and comply with the provisions of this First Supplemental Resolution and any agreements authorized hereby or necessary in connection with the issuance of the Series 2019 Bonds and the financing of the 2014 Refunding Program, as executed, and to further the purposes and intent of this First Supplemental Resolution. The execution by such Authorized Authority Representatives of any such documents with such changes, insertions or omissions as shall be approved by the Authority's Chairman, Vice Chairman or Interim Executive Director in consultation with the Authority's Bond Counsel shall be conclusive evidence of the approval of same and no further ratification or other action by the Authority members shall be required with respect thereto.

(b) The Authorized Authority Representatives are each hereby authorized to execute the final Official Statement and any closing documents which are required to be executed in connection with the delivery of the Series 2019 Bonds including, without limitation, a Blanket Letter of Representations to The Depository Trust Company (if the Series 2019 Bonds are to be issued in book-entry only form). The Interim Executive Director or any other Authorized Authority Representative is hereby authorized to execute a commitment for bond insurance for the Series 2019 Bonds with a bond insurance company, provided that it is determined that the premium for the bond insurance will result in positive economic benefit. Any actions which are not determined by this or any other resolution of the Authority duly adopted prior to the authentication and delivery of the Series 2019 Bonds shall be determined by the Interim Executive Director of the Authority.

(c) Prior to delivery of any of the Series 2019 Bonds upon original issuance and notwithstanding anything to the contrary, the Interim Executive Director or any other Authorized Authority Representative may, by execution of the Award Certificate evidencing same, modify or amend any of the terms or provisions of the Original Bond Resolution, as amended by this First Supplemental Resolution, in any respect or for any purpose without any further action by the members of the Authority; *provided, however*, that such modifications or amendments shall be approved by the Authority's Chairman or Vice Chairman in consultation with the Authority's Bond Counsel.

**Section 10. Severability.** The provisions of this First Supplemental Resolution are hereby declared to be separable. If any Section, phrase or provision shall for any reason be declared to be invalid, such declarations shall not affect the validity of the remainder of the Sections, phrases or provisions.

**Section 11. Prior Resolutions.** All prior resolutions of the Authority or portions thereof inconsistent herewith are hereby repealed.

**Section 12. Headings for Convenience Only.** The descriptive headings herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**Section 13. Notice of Adoption of First Supplemental Resolution.** A copy of this First Supplemental Resolution shall be filed for public inspection in the office of the Authority and

in the office of the Clerk of the Board of Chosen Freeholders of the County. The appropriate officials of the Authority are hereby authorized and directed to publish, or cause to be published, in a newspaper published or circulating in the County, a notice stating the fact and date of the adoption of this First Supplemental Resolution and the places where this First Supplemental Resolution has been filed for public inspection, and such further information as is required by the Act, *N.J.S.A.* 40:37A-62.

**Section 14. Governing Law.** This First Supplemental Resolution shall be governed exclusively by the provisions hereof and by the applicable laws of the State of New Jersey without reference to conflict of law provisions.

**Section 15. Effective Date.** This First Supplemental Resolution shall take effect upon adoption in accordance with the Act, specifically *N.J.S.A.* 40:37A-50(7)(e); provided, however, that in no event shall this First Supplemental Resolution become effective until the filing with the Trustee of a copy of this First Supplemental Resolution certified by an Authorized Authority Representative pursuant to Section 1101(4) of the Bond Resolution.

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MOTION: *Chrm. Wasey*

SECOND: *Mr. Rohrer*

RECORDED VOTE

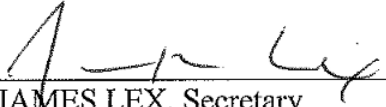
AYES: *Mr. Rohrer*  
*Mr. Schaeley*  
*Mr. Spierbeck*  
*Mr. Stevenson*  
*Chrm. Wasey*

ABSTAIN: *None*

NAYES: *None*

ABSENT: *None*

The foregoing is a true copy of the First Supplemental Resolution adopted by the governing body of THE CAMDEN COUNTY IMPROVEMENT AUTHORITY at a meeting thereof duly called and held on October 10, 2019.

  
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JAMES LEX, Secretary  
The Camden County Improvement Authority

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**RESOLUTION OF THE CAMDEN COUNTY IMPROVEMENT  
AUTHORITY AUTHORIZING THE ISSUANCE OF  
COUNTY GUARANTEED LOAN REVENUE BONDS  
(CROSSROADS REDEVELOPMENT PROJECT)**

**Adopted: May 15, 2014**

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**RESOLUTION OF THE CAMDEN COUNTY IMPROVEMENT AUTHORITY  
AUTHORIZING THE ISSUANCE OF COUNTY GUARANTEED LOAN REVENUE  
BONDS (CROSSROADS REDEVELOPMENT PROJECT)**

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WHEREAS, The Camden County Improvement Authority, a public body corporate and politic and a political subdivision of the State of New Jersey ("State"), organized and existing under the Act (as hereinafter defined) and created pursuant to a resolution of the Board of Chosen Freeholders ("Board") of the County of Camden ("County") adopted on March 20, 1979, and any successor to its duties and functions ("Authority"), is authorized by the County Improvement Authorities Law, constituting Chapter 183 of the Laws of 1960 of the State of New Jersey, as amended and supplemented (*N.J.S.A. 40:37A-44 et seq.*) ("Act"), to provide within the County, public facilities (as defined in the Act) for use by the State, the County or any beneficiary county, or any municipality in the County, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

WHEREAS, the Authority is authorized by the Act and the Redevelopment Act (as hereinafter defined) to make loans to any governmental unit or person for the planning, initiating and carrying out redevelopment projects for the elimination, and for the prevention of the development or spread of blighted, deteriorated or deteriorating areas and the disposition for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such project, for such consideration and for such period or periods of time and upon such terms and conditions as the Authority may fix and agree upon as long as such loans are secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds or notes issued by the Authority for such purpose, and upon such other terms and conditions as the Authority shall deem reasonable; and

WHEREAS, pursuant to the provisions the Local Redevelopment and Housing Law, constituting Chapter 79 of the Public Laws of 1992 of the State (*N.J.S.A. 40A:12A-1 et seq.*), and the acts amendatory therefore and supplemental thereto ("Redevelopment Act"), the Township of Pennsauken, County of Camden, New Jersey ("Township") and the County are each authorized to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, in order to stimulate redevelopment in the County, and in the Township specifically, the Township Committee of the Township ("Township Committee"), designated approximately 450 acres of property in the Township as an "area in need of redevelopment" in accordance with the Redevelopment Act ("Redevelopment Area"); and

WHEREAS, in furtherance thereof, the Township determined, pursuant to an ordinance duly adopted by the Township Committee ("Ordinance"), to undertake the redevelopment of approximately 65 acres of the Redevelopment Area located at the intersections of Routes 73, 130 and 90 in the Township of the Redevelopment Area ("Original Crossroads Site"); and

WHEREAS, pursuant to the Ordinance, the Township Committee adopted a Redevelopment Plan ("Redevelopment Plan"), which set forth, inter alia, the plan for the redevelopment of the Original Crossroads Site and appointed the Authority as the "redevelopment entity" for such purpose, all in accordance with the Redevelopment Act; and

**WHEREAS**, pursuant to the Redevelopment Plan, the redevelopment project for the Original Crossroads Site was to consist of, among other things, the construction of a 6,500 seat civic center arena and the construction of a mixed use development to include retail and residential uses ("Original Redevelopment Project"); and

**WHEREAS**, upon commencement of the acquisition of the various parcels of real property constituting the Original Crossroads Site, the Authority and the County, who provided certain financial guarantees for various project notes issued by the Authority for the purpose of financing the costs of the Original Redevelopment Project, determined that the Original Redevelopment Project was untenable from a risk perspective; and

**WHEREAS**, as a result of such determination, the Original Redevelopment Project was scaled back significantly to include redevelopment of only 35 acres of the Original Crossroads Site to include only mixed use residential and commercial development ("Revised Redevelopment Project"); and

**WHEREAS**, in furtherance of Revised Redevelopment Project, the Authority, as the designated Redevelopment Entity for the Township, has heretofore undertaken the completion of the acquisition of the various parcels of real property comprising the Crossroads Site and has undertaken site preparation and clearing, including demolition of existing buildings and structures on the Crossroads Site, comprehensive environmental remediation and associated relocation measures, all for the purpose of facilitating redevelopment of the Crossroads Site (collectively, the "Crossroads Redevelopment Project" and together with the Original Redevelopment Project and the Revised Redevelopment Project, the "Redevelopment Project"); and

**WHEREAS**, pursuant to and in accordance with the Act and a resolution entitled, "Resolution Authorizing the Issuance of County Guaranteed Bond Anticipation Notes (Crossroads Redevelopment Area Project) of the Camden County Improvement Authority", as amended by a Certificate of the Executive Director of the Authority dated August 28, 2003, as thereafter amended and supplemented from time to time (as amended and supplemented, the "Note Resolution"), the Authority temporarily financed the costs of Redevelopment Project through the issuance and sale from time to time of various series of its County Guaranteed Project Notes (Crossroads Redevelopment Project) [Federally Taxable]; and

**WHEREAS**, pursuant to the 2003 Note Resolution, on July 17, 2013, the Authority issued its \$20,315,000 aggregate principal amount of County Guaranteed Bond Anticipation Notes, Series 2013 (Crossroads Redevelopment Area Project) [Federally Taxable] ("Series 2013 Notes") to temporarily refinance the costs of the Redevelopment Project, which Series 2013 Notes mature on July 16, 2014; and

**WHEREAS**, the Authority and the County have now determined to permanently finance the costs of the Redevelopment Project through the issuance and sale by the Authority of its County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project) in an aggregate principal amount not to exceed \$21,000,000, in one or more series on a tax-exempt or taxable basis ("Series 2014 Bonds"), and the lending of the proceeds thereof to the County pursuant to the terms and conditions set forth herein and in the Loan Agreement (as hereinafter defined); and

WHEREAS, pursuant to the terms of the Loan Agreement, the County shall be required to make the Loan Payments (as hereinafter defined) to the Authority on each Loan Payment Date (as hereinafter defined) in an amount equal to the debt service on the Series 2014 Bonds due on the immediately succeeding Interest Payment Date (as hereinafter defined) or Principal Installment Date (as hereinafter defined), as the case may be; and

WHEREAS, to induce the prospective purchasers of the Series 2014 Bonds to purchase the same and provide additional security to the holders thereof, the County, in accordance with Section 37 of the Act, *N.J.S.A. 40:37A-80*, and pursuant to a Guaranty Ordinance to be duly and finally adopted by the Board of Chosen Freeholders and published in accordance with applicable law ("Guaranty Ordinance"), has determined to unconditionally and irrevocably guaranty the punctual payment of the principal of and interest on the Series 2014 Bonds when due ("Guaranty"); and

WHEREAS, the Authority, pursuant to *N.J.S.A. 40A:5A-6*, has heretofore submitted an application to the Local Finance Board, Division of Local Government Services, New Jersey Department of Community Affairs ("Local Finance Board"), seeking approval and positive findings from the Local Finance Board for, among other things, the issuance and sale of the Series 2014 Bonds and the adoption by the County of the Guaranty Ordinance; and

WHEREAS, at a meeting held on May 14, 2014, the Local Finance Board passed resolutions containing approval and positive findings for, among other things, the issuance and sale by the Authority of the Series 2014 Bonds and the adoption by the County of the Guaranty Ordinance; and

WHEREAS, the County has or will authorize the performance of its obligations under: (i) the Guaranty, through the adoption of the Guaranty Ordinance; and (ii) the Loan Agreement and the Continuing Disclosure Agreement (as defined in the Loan Agreement) through the adoption of the Loan Ordinance (as hereinafter defined); and

NOW THEREFORE, BE IT RESOLVED by The Camden County Improvement Authority as follows:

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## ARTICLE I

### DEFINITIONS AND STATUTORY AUTHORITY

**Section 101. Definitions.** The following terms shall, for all purposes of this Bond Resolution, have the following meanings:

**Account** or **Accounts** shall mean, as the case may be, each or all of the Accounts established and created under Article V of this Bond Resolution.

**Accountant's Certificate** shall mean a certificate signed by an independent certified public accountant of recognized standing or a firm of independent certified public accountants of recognized standing, selected by the Authority, who may be the accountant or firm of accountants who regularly audit the books of the Authority.

**Accrued Aggregate Debt Service** shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service, calculating the accrued Debt Service as an amount equal to the sum of (i) interest on the Bonds accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) Principal Installments due and unpaid and that portion of the Principal Installment next due which would have accrued (if deemed to accrue in the manner set forth in the definition of "Debt Service") to the end of such calendar month.

**Acquisition Fund** shall mean the Fund so designated, created and established pursuant to Section 502(1) of this Bond Resolution.

**Act** shall have the meaning set forth in the Recitals to this Bond Resolution.

**Additional Loan Payments** shall mean any and all amounts payable by the County to the Authority pursuant to the Loan Agreement including, but not limited to, the annual Trustee's fee and annual Authority Administrative Expenses, professional fees incurred for any arbitrage calculation, arbitrage rebate expenses, and all direct and indirect costs and expenses incurred by the Authority related to the enforcement of this Bond Resolution, the Loan Agreement and the Guaranty, including reasonable attorneys' fees related hereto and thereto.

**Aggregate Debt Service** for any period shall mean, as of any date of calculation, the aggregate Debt Service for such period with respect to all Bonds Outstanding or to be (or assumed to be) Outstanding during such period.

**Annual Authority Administrative Fee** shall mean the annual fee for the general administrative expenses of the Authority for each Series of Bonds, due on each anniversary of the Issue Date until such time as each such Series of Bonds are no longer Outstanding, in the amount of one-tenth of one percent of the principal amount of the applicable Series of Bonds, plus the amount of the actual fees which have been paid or incurred by the Authority for legal, auditing, and all other services or actions of the Authority in connection with the Loan Agreement; provided however, that at no time shall the annual administrative fee described herein, exclusive of legal and accounting fees, be less than \$5,000 per annum.

**Article** shall mean a specified Article hereof, unless otherwise indicated.

Authority shall have the meaning set forth in the Recitals to this Bond Resolution.

Authority Administrative Expenses shall mean any and all expenses of the Authority and its agents, professionals and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under this Bond Resolution, the Guaranty and the Loan Agreement, as applicable, including, but not limited to, (i) the Initial Authority Financing Fee, (ii) the Annual Authority Administrative Fee, (iii) the Owner's Representative Fee, (iv) all fees and expenses including, but not limited to, indemnification expenses, if any, incurred in connection with the issuance of any Bonds, the financing of the 2014 Project or the compelling of the full and punctual performance of this Bond Resolution, the Guaranty and the Loan Agreement in accordance with the terms hereof and thereof, (v) all fees and expenses including, but not limited to, indemnification expenses, if any, of counsel, auditors, insurers, Fiduciaries and others, and (vi) any fees and expenses including, but not limited to, indemnification expenses, if any, incurred by the Paying Agent, the Bond Registrar or the Trustee or any or all Fiduciaries in connection with the performance of their respective fiduciary responsibilities under this Bond Resolution, the Guaranty and the Loan Agreement, all to the extent not capitalized pursuant to the requirements of this Bond Resolution, which Authority Administrative Expenses shall be paid as Additional Loan Payments by the County.

Authorized Authority Representative shall mean any Person or Persons authorized to act on behalf of the Authority by a written certificate signed on behalf of the Authority by the Chairman or Vice Chairman of the Authority containing the specimen signature of each such Person.

Authorized County Representative shall mean any Person or Persons authorized to act on behalf of the County as shall be set forth in a written certificate signed on behalf of the County by the Director or Deputy Director of the Board of Chosen Freeholders, which form of certificate is set forth as Exhibit D to the Loan Agreement and incorporated by reference therein.

Authorized Denominations shall mean with respect to any Series of Bonds, \$5,000 or any integral multiple of \$5,000.

Authorized Newspaper shall mean *The Bond Buyer*, or any successor thereto, or any financial newspaper customarily published at least once a day for at least five (5) days (other than legal holidays) in each calendar week, printed in the English language and of general circulation in the Borough of Manhattan, City and State of New York.

Award Certificate shall mean the certificate of an Authorized Authority Representative executed and delivered to the Trustee in accordance with the Delegation Resolution.

Bond or Bonds shall mean the Series 2014 Bonds issued pursuant to Sections 201, 202 and 203 of this Bond Resolution to provide funds to: (i) permanently finance the Series 2013 Notes issued to temporarily finance the Redevelopment Project; and (ii) pay the costs and expenses of the Authority and the County in connection with the authorization, issuance and delivery of the Series 2014 Bonds.

**Bond Counsel** shall mean the law firm of Parker McCay P.A., Mount Laurel, New Jersey, or any other lawyer or firm of lawyers with experience and nationally recognized expertise in the field of municipal finance selected by the Authority and acceptable to the Trustee.

**Bondholder, Holder, Holder of Bonds or Owner** shall mean any Person who shall be the Registered Owner of any Bond or Bonds.

**Bond Registrar** shall mean the Trustee, its successors and assigns, or any other commercial bank or trust company organized under the laws of any state of the United States of America or national banking association appointed by the Authority to perform the duties of the Bond Registrar enumerated in Section 305 of this Bond Resolution.

**Bond Resolution** shall mean this resolution adopted by the Authority on May \_\_\_, 2014 entitled, "Resolution of The Camden County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)," as same may be amended, modified and supplemented in accordance with the provisions hereof and pursuant to the provisions of the Award Certificate executed by the Executive Director of the Authority in connection with the issuance of each Series of Bonds, including the Series 2014 Bonds.

**Bond Year** shall mean, with respect to the Series 2014 Bonds, each 1-year period that ends on the day that is selected by the Authority. The first and last Bond Years may be short periods. If no day is selected by the Authority before the earlier of the final maturity date of the Series 2014 Bonds or the date that is five (5) years after the Issue Date in the case of the Series 2014 Bonds, Bond Years shall end on each anniversary of the Issue Date and on the final maturity date of the Series 2014 Bonds. For each Series of Refunding Bonds, Bond Year shall be designated in the Supplemental Resolution pursuant to which such Series of Refunding Bonds is issued.

**Business Day** shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State or the State of New York or a day on which the Trustee, the Bond Registrar, any Paying Agent, the County or the Authority is legally authorized to close.

**Cede** shall have the meaning set forth in Section 204(a) hereof.

**Code** shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations promulgated thereunder.

**Continuing Disclosure Agreement** shall have the meaning set forth in Section 820 of this Bond Resolution.

**Cost or Costs** shall mean and shall be deemed to include, with respect to the 2014 Project or any portion thereof, together with any other proper and reasonable item of cost not specifically mentioned herein, whether incurred prior to or after the date of the Loan Agreement, (a) the costs of payment of, or reimbursement for, the acquisition, construction, equipping and furnishing of the Redevelopment Project including, but not limited to, environmental or remediation costs, advances or progress payments, appraisals, engineering, design, site work, surveys, title insurance, demolition, acquisition costs, construction and equipment costs, installation costs, administrative costs and capital expenditures relating to the Redevelopment

Project, capitalized interest, financing payments, sales taxes, excise taxes, property taxes, costs of feasibility, environmental and other reports, inspection costs, permit fees, filing and recordation costs, printing costs for all documents, reproduction and binding costs, fees and charges of the Trustee pursuant to this Bond Resolution, financing documents, legal fees and charges, all financial, accounting and other professional consultant fees, the Initial Authority Financing Fee for a particular Series of Bonds, all professional and consulting fees and charges of the Authority, including but not limited to the Owner's Representative Fee, and of the County, costs of rating agencies, bond insurance, bond insurers or credit ratings, fees for the printing, execution, transportation and safekeeping of any Series of Bonds, and any charges and fees in connection with any of the foregoing, subject to any limitations as to amount imposed by the provisions of the Code; (b) all other costs which the County or the Authority shall be required to pay under the terms of any contract or contracts for the acquisition, construction, equipping and furnishing of the Redevelopment Project including, but not limited to, the cost of insurance; (c) any sums required to reimburse the County for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to the 2014 Project; (d) deposits in any Fund or Account under this Bond Resolution, all as shall be provided in this Bond Resolution; (e) the costs of permanently financing the Series 2013 Notes including, but not limited to, deposits to TD Bank, National Association, as trustee and paying agent for the Series 2013 Notes; and (f) such other expenses not specified herein or in the Loan Agreement as may be necessary or incidental to the refinancing of the Redevelopment Project. Cost as defined herein shall be deemed to include the costs and expenses incurred by any agent of the Authority or the County for any of the above-mentioned items or in connection with the administration and enforcement of this Bond Resolution, the Guaranty, the Continuing Disclosure Agreement and the Loan Agreement.

County shall have the meaning set forth in the Recitals to this Bond Resolution.

Debt Retirement Fund shall mean the Fund so designated, created and established pursuant to Section 502(6) of this Bond Resolution.

Debt Service for any period shall mean, as of any date of calculation, with respect to a particular Series of Bonds, including the Series 2014 Bonds, an amount equal to the sum of (i) the interest accruing during such period on such Series of Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the applicable Account in the Debt Service Fund, and (ii) that portion of each Principal Installment which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the immediately preceding Principal Installment due date or, if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of original issuance of a particular Series of Bonds, whichever is later. Such interest and Principal Installments for such Series of Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof. The calculations in the preceding sentence shall be made on the basis of a 30-day month and a 360-day year.

Debt Service Fund shall mean the Fund so designated, created and established pursuant to Section 502(5) of this Bond Resolution.

**Debt Service Requirement** with respect to the next Interest Payment Date for any Series of Bonds shall mean (i) in the case of an Interest Payment Date on which interest only shall be due, interest accrued and unpaid and to accrue to such date, and (ii) in the case of an Interest Payment Date on which interest and/or a Principal Installment or Installments shall be due, interest accrued and unpaid and to accrue to such date, if any, plus the Principal Installment or Installments due on such date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and a 360-day year.

**Default Interest** shall have the meaning given to such term in Section 308 hereof.

**Default Interest Payment Date** shall have the meaning given to such term in Section 308 hereof.

**Delegation Resolution** shall mean that resolution adopted by the Authority on May \_\_, 2014 authorizing, *inter alia*, the execution and delivery of the Loan Agreement, the Award Certificate or Award Certificates and a purchase contract or purchase contracts with the Underwriter for the sale of the Series 2014 Bonds at one or more times and in one or more Series, which resolution shall not constitute a Supplemental Resolution hereunder.

**DTC** shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for any Series of Bonds authorized as book-entry Bonds pursuant to Section 204 hereof.

**Event of Default** shall have the meaning given to such term in Section 901 hereof.

**Favorable Opinion of Bond Counsel** shall mean an opinion of Bond Counsel, addressed to the Authority, the County and the Trustee, to the effect that the action proposed to be taken is authorized or permitted by this Bond Resolution, any Supplemental Resolution and the Act and will not adversely affect the exclusion of interest on such Series of Tax-Exempt Obligations from gross income for purposes of Federal income taxation under Section 103 of the Code.

**Fiduciary** or **Fiduciaries** shall mean the Trustee, the Paying Agent, the Bond Registrar, the dissemination agent pursuant to the Continuing Disclosure Agreement, or any or all of them, as may be appropriate.

**Fiscal Year** shall mean the respective twelve (12) month fiscal periods of the County or the Authority, as applicable.

**Fitch** shall mean Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, if any.

**Fund** or **Funds** shall mean, as the case may be, each or all of the Funds created and established in Section 502 of this Bond Resolution; provided, however, that such Funds do not constitute "funds" in accordance with generally accepted accounting principles.

**Guaranty** shall mean the County's unconditional and irrevocable guaranty of the punctual payment when due of the principal of and interest on the Series 2014 Bonds duly

adopted on May 22, 2014 pursuant to Section 37 of the Act (*N.J.S.A.* 40:37A-80), and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH AUTHORIZED A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" TO BE ISSUED BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT," which amended and restated a resolution duly adopted by the Board on December 20, 2012 entitled, "RESOLUTION OF THE COUNTY OF CAMDEN IN THE STATE OF NEW JERSEY AUTHORIZING A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000 BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT," as the same may be amended and supplemented in connection with the issuance of Refunding Bonds pursuant to the provisions hereof.

**Initial Authority Financing Fee** shall mean, with respect to: (i) the Series 2014 Bonds, the amount calculated in accordance with the Authority Fee Schedule-County and Municipal Governmental Applicants adopted by resolution of the Authority dated April 11, 2002, as amended and supplemented, and as set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale and award of the Series 2014 Bonds; and (ii) any Series of Refunding Bonds, the amount specified in the applicable Supplemental Resolution authorizing such Series of Refunding Bonds or the award certificate executed by an Authorized Authority Representative in connection with the sale and award of such Series of Refunding Bonds.

**Interest Payment Date** shall mean, (i) with respect to the Series 2014 Bonds, the date or dates as provided for in the Award Certificate for the Series 2014 Bonds, and (ii) such other dates as shall be established by a Supplemental Resolution authorizing a Series of Refunding Bonds. In the event an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

**Investment Securities** shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of Authority funds:

As of the date of adoption of this Bond Resolution, the following investments 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:

- a. (1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America;
- (2) Government money market mutual funds;
- (3) 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;

(4) 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;

(5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Division of Investment of the State Department of the Treasury for investment by local units;

(6) Local government investment pools;

(7) 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

(8) Agreements for the repurchase of fully collateralized securities, if:

(a) the underlying securities are permitted investments pursuant to paragraphs (1) and (3) of subsection a. hereof;

(b) the custody of collateral is transferred to a third party;

(c) the maturity of the agreement is not more than thirty (30) days;

(d) 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

(e) a master repurchase agreement providing for the custody and security of collateral is executed.

b. 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.

c. 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.

d. Any investments not purchased and redeemed from the issuer, government money market mutual fund, local government investment pool or the State 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.

e. For the purposes of this definition:

(1) a "government money market mutual fund" means an investment company or investment trust:

(a) which is registered with the Securities and Exchange Commission under the "Investment Company Act of 1940," 15 *U.S.C.* 80a-1 *et seq.*, and operated in accordance with 17 *C.F.R.* §270.2a-7;

(b) 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.* §270.2a-7 and repurchase agreements that are collateralized by such U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) of subsection a. hereof; and

(c) which is rated by a nationally recognized statistical rating organization.

(2) a "local government investment pool" means an investment pool:

(a) which is managed in accordance with 17 *C.F.R.* §270.2a-7;

(b) which is rated in the highest category by a nationally recognized statistical rating organization;

(c) which is limited to U.S. Government securities 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 U.S. Government securities in which direct investment may be made pursuant to paragraphs (1) and (3) of subsection a. hereof;

(d) which is in compliance with rules 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, which rules shall provide for disclosure and reporting requirements, and other provisions deemed necessary by the board to provide for the safety, liquidity and yield of the investments;

(e) which does not permit investments 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; and

(f) which purchases and redeems investments directly from the issuer, government money market mutual fund, or the State Cash Management



Fund, or 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.

f. Investments in, or deposits or purchases of financial instruments made pursuant to this Bond Resolution 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.*).

**Issue Date** shall mean, with respect to (i) the Series 2014 Bonds, the date specified in the Award Certificate executed and delivered by the Authority in connection with the sale of the Series 2014 Bonds; and (ii) any Series of Refunding Bonds, the date on which the Trustee authenticates the Series of Refunding Bonds and on which such Series of Refunding Bonds are delivered to the purchasers thereof upon original issuance.

**Loan** shall mean the loan made by the Authority to the County in the aggregate principal amount not-to-exceed \$21,000,000 (which amount shall be specified in the Award Certificate relating to the Series 2014 Bonds and the Loan Agreement) to finance the Costs of the 2014 Project under the terms and conditions set forth in the Loan Agreement.

**Loan Agreement** shall mean the Loan and Security Agreement, by and between the Authority and the County, together with any supplements and amendments thereto, relating to the 2014 Project to be financed with the proceeds of the Loan.

**Loan Documents** shall mean, collectively, the Guaranty, the Loan Agreement, the Continuing Disclosure Agreement, this Bond Resolution and all documents and instruments executed and delivered in connection therewith and herewith and all amendments and modifications thereto and hereto.

**Loan Ordinance** shall mean the resolution finally adopted by the County on May 22, 2014 and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH PROVIDED THE COUNTY'S CONSENT WITH RESPECT TO VARIOUS ITEMS RELATED TO THE CROSSROADS REDEVELOPMENT AREA PROJECT", which amended and restated a resolution duly and finally adopted by the Board on December 20, 2012 entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY PROVIDING THE COUNTY'S CONSENT TO (I) PERMANENTLY FINANCE THE AUTHORITY'S COUNTY GUARANTEED BOND ANTICIPATION NOTES, SERIES 2012 (CROSSROADS REDEVELOPMENT AREA PROJECT) [FEDERALLY TAXABLE], (II) THE ISSUANCE BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY OF ONE OR MORE SERIES OF ITS TAX-EXEMPT AND/OR TAXABLE "COUNTY GUARANTEED LOAN REVENUE BONDS

(CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000, FOR THE PURPOSE OF FINANCING THE PROJECT AUTHORIZED HEREBY, AND (III) THE LOAN AND SECURITY AGREEMENT BY AND BETWEEN THE COUNTY AND THE AUTHORITY IN CONNECTION WITH THE FINANCING AUTHORIZED HEREBY," approving and authorizing the execution and delivery, among other things, of the Loan Agreement and the Continuing Disclosure Agreement by the County and the performance of its obligations thereunder, including payment of Loan Payment obligations thereunder and Debt Service on any Bonds issued by the Authority, including the Series 2014 Bonds.

Loan Payment shall mean the sum of money representing principal and interest for the 2014 Project necessary to amortize Debt Service on the Series 2014 Bonds payable by the County on each Loan Payment Date, as set forth in Exhibit A to the Loan Agreement, as described in Section 5.02(A) of the Loan Agreement and redemption premium, if any, to the extent required to redeem the Series 2014 Bonds pursuant to Article IV of this Bond Resolution and, as applicable, Additional Loan Payments payable by the County upon demand pursuant to Sections 5.02(B) of the Loan Agreement, respectively.

Loan Payment Date shall mean, (i) with respect to the Series 2014 Bonds, five (5) Business Days prior to the applicable Interest Payment Date, Principal Installment Date or Sinking Fund Installment due date, as the case may be, and (ii) such other dates determined in accordance with the Loan Agreement as may be set forth in a Supplemental Resolution authorizing a Series of Refunding Bonds.

Loan Term shall mean the period during which the Loan Agreement is in effect as specified in Section 5.01 of the Loan Agreement.

Month shall mean a calendar month.

Moody's shall mean Moody's Investors Services, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, if any.

Operating Fund shall mean the Fund so designated, created and established pursuant to Section 502(3) of this Bond Resolution.

Outstanding when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under this Bond Resolution except:

- (i) Bonds canceled by the Trustee at or prior to such date;
- (ii) Bonds (or portions of Bonds) for the payment of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, together with interest to accrue thereon to the date of maturity or redemption date, shall be held in an irrevocable trust under this Bond Resolution and set aside for such payment or redemption (whether at or prior to the maturity date); provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as specified in Article IV hereof;

- (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII hereof and as described in Section 1206 hereof; and
- (iv) Bonds deemed to have been paid as provided in Section 1301 hereof.

**Owner's Representative Fee** shall mean all fees attributable to the Authority's management and oversight of the development, construction and completion of the capital improvements constituting the Redevelopment Project financed with a portion of the proceeds of the Series 2014 Bonds. The amount of the Owner's Representative Fee shall be set forth in the Award Certificate executed by the Authority in connection with the sale and award of the Series 2014 Bonds to the Underwriter. The Owner's Representative Fee shall be due and payable in full on the Issue Date of the Series 2014 Bonds.

**Paying Agent** or **Paying Agents** shall mean any bank or trust company organized under the laws of any state of the United States or any national banking association designated as paying agent for the Bonds, and its successors and assigns and its successor or successors appointed in the manner provided in this Bond Resolution.

**Person** or **Persons** shall mean any individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a governmental agency or any political subdivision thereof.

**Pledged Property** shall mean (1) the Revenues, (2) the Funds and Accounts established hereunder (other than the Rebate Fund), including Investment Securities held in any such Funds or Accounts, and (3) all other moneys, securities or funds pledged for the payment of the principal or Redemption Price of and interest on the Bonds in accordance with the terms and provisions of this Bond Resolution.

**Prepayment** shall mean any amounts received as prepayments of Loan Payments pursuant to Section 5.06 of the Loan Agreement.

**Principal Installment** shall mean, as of any date of calculation, and with respect to a particular Series of Bonds, so long as any Bonds thereof are Outstanding, (i) the principal amount of such Series of Bonds due on a certain future date for which no Sinking Fund Installments have been established plus any applicable redemption premium thereon, and (ii) any Sinking Fund Installments due on a certain future date for such Series of Bonds, if any, plus the amount of the sinking fund redemption premium, if any, which would be applicable upon redemption of such Series of Bonds on such future date in a principal amount equal to such Sinking Fund Installments.

**Principal Installment Date** shall mean, (i) with respect to the Series 2014 Bonds, the date or dates as provided for in the Award Certificate for the Series 2014 Bonds, on which any Principal Installment shall become due and payable by the Authority, or (ii) such other date as set forth in a Supplemental Resolution authorizing a Series of Refunding Bonds. In the event a Principal Installment Date is not a Business Day, principal shall be paid on the next succeeding Business Day for the Principal Installment payable on the Principal Installment Date.

**Proceeds** shall mean any insurance, condemnation, performance bond, letter of credit or any other financial guaranty proceeds paid with respect to the Redevelopment Project remaining after payment therefrom of all expenses incurred in the collection thereof; and, with respect to insurance, if and at such time as the County elects to provide self-insurance under Section 7.05 of the Loan Agreement, any moneys payable from any self-insurance fund of the County which may lawfully be expended for the purposes for which such self-insurance is provided.

**Proceeds Fund** shall mean the Fund so designated, established and created pursuant to Section 502(4) of this Bond Resolution.

**Rebate Fund** shall mean the Fund so designated, created and established pursuant to Section 502(7) of this Bond Resolution.

**Record Date** shall mean, (i) with respect to the Series 2014 Bonds, the date or dates as provided for in the Award Certificate for the Series 2014 Bonds, or (ii) such other dates as set forth in a Supplemental Resolution authorizing a Series of Refunding Bonds.

**Redemption Price** shall mean, with respect to any Bond, the principal amount thereof plus the applicable redemption premium thereon, if any, payable upon redemption thereof pursuant to such Bond or this Bond Resolution or the applicable Supplemental Resolution whether such Redemption Price is expressed as a percentage of the principal amount of the Bond or otherwise.

**Redevelopment Act** means the New Jersey Local Redevelopment and Housing Law, constituting Chapter 79 of the Public Laws of 1992 of the State (*N.J.S.A. 40A:12A-1 et seq.*), and the acts amendatory therefore and supplemental thereto.

**Redevelopment Area** means that certain 450 acre tract of real property in the Township designated as an "area in need of redevelopment" in accordance with the Redevelopment Act.

**Redevelopment Project** shall mean the Costs of a capital improvement project consisting of the redevelopment of a portion of the Redevelopment Area, including the acquisition of certain real property, the demolition and clearing of certain buildings and structures located on the property and the completion of environmental remediation thereof, all as more particularly set forth and described in Exhibit G to the Loan Agreement.

**Refunding Bonds** shall mean any Bonds authenticated and delivered on original issuance pursuant to Section 205 hereof, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII hereof and as described in Section 1206 hereof.

**Registered Owner** shall mean the Owner of any Bond which is issued in fully registered form, as determined on the Record Date, as reflected on the registration books of the Authority which shall be kept and maintained on behalf of the Authority at the principal corporate trust office of the Bond Registrar.

**Revenue Fund** shall mean the Fund so designated, created and established pursuant to Section 502(2) of this Bond Resolution.

**Revenues** shall mean (i) all amounts, including Loan Payments, received by the Authority from the County under the Loan Agreement, (ii) any moneys or securities held pursuant to this Bond Resolution and paid or required to be paid into the Debt Service Fund, (iii) any payments made by the County to the Authority pursuant to the Guaranty and Sections 508(2) and 708 hereof, (iv) interest received on any moneys or Investment Securities held under this Bond Resolution (other than in the Rebate Fund) and required to be paid into the Revenue Fund pursuant to this Bond Resolution, and (v) any other amounts received from any other source by the Authority and pledged by the Authority as security for the payment of a particular Series of Bonds pursuant to a Supplemental Resolution.

**Series** shall mean all of the Bonds authenticated and delivered upon original issuance at one or more times and pursuant to this Bond Resolution and any Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII hereof and as described in Section 1206 of this Bond Resolution, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

**Series 2013 Notes** shall mean the \$20,315,000 outstanding principal amount of County Guaranteed Loan Revenue Notes, Series 2013 (Crossroads Redevelopment Project) [Federally Taxable] issued by the Authority on July 17, 2013 and maturing on July 16, 2014, to temporarily finance the costs of the Redevelopment Project.

**Series 2014 Bonds** shall mean the Series of Taxable Obligations and/or Tax-Exempt Obligations issued as Bonds so designated, authenticated and delivered to the Underwriter upon original issuance pursuant to Section 203 hereof which are designated County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014.

**Sinking Fund Installment** shall mean that designated amount on deposit in the Debt Service Fund which shall be applied by the Trustee to the redemption of Bonds of any Series which amount is established pursuant to subsection (7) of Section 203 hereof.

**Special Record Date** shall have the same meaning given to such term in Section 308 hereof.

**Standard & Poor's** or **S&P** shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, if any.

**State** shall mean the State of New Jersey or any successor to its duties and functions.

**Supplemental Resolution** shall mean any resolution supplemental to or amendatory of this Bond Resolution adopted by the Authority in accordance with Section 205 and Article XI hereof, but shall not include the Delegation Resolution.

**Taxable Obligations** or **Taxable Bonds** shall mean any Series of Bonds which are issued pursuant to the terms of this Bond Resolution together with an opinion of Bond Counsel to the effect that the interest on such Bonds is includable in gross income for Federal income tax purposes pursuant to the provisions of the Code.

Tax-Exempt Obligations or Tax-Exempt Bonds shall mean any Series of Bonds which are issued pursuant to the terms of this Bond Resolution together with an opinion of Bond Counsel to the effect that the interest on such Bonds is not includable in gross income for Federal income tax purposes pursuant to the provisions of the Code.

Township means the Township of Pennsauken, in the County of Camden, New Jersey, a municipal body public and corporate of the State of New Jersey.

Trustee shall mean, with respect to the Series 2014 Bonds and any Series of Refunding Bonds issued hereunder, TD Bank, National Association, Cherry Hill, New Jersey and its successors and assigns or any other bank, trust company or national banking association that at any time may be substituted in its place pursuant to this Bond Resolution or appointed trustee pursuant to a Supplemental Resolution.

2003 Note Resolution shall mean the resolution adopted by the Authority on March 13, 2003 entitled, "Resolution Authorizing the Issuance of County Guaranteed Bond Anticipation Notes (Crossroads Redevelopment Project) of the Camden County Improvement Authority," as amended, modified and supplemented in accordance with the provisions thereof, including by a supplemental resolution of the Authority duly adopted on June 13, 2013 and pursuant to the provisions of the Certificate of Determination and Award, dated July 10, 2013, executed by the Executive Director of the Authority in connection with the issuance of the Series 2013 Notes.

2014 Project shall mean the costs of the permanent financing, by the payment at maturity of the outstanding Series 2013 Notes.

Underwriter shall mean the underwriter named in the bond purchase contract between the Authority and the Underwriter and the Award Certificate, dated the date of sale of the Series 2014 Bonds.

Yield shall mean that yield which when used in computing the present worth of all payments of principal of and interest on an obligation produces an amount equal to its purchase price. The Yield for any Tax-Exempt Bonds is to be computed in accordance with Treasury Regulations Section 1.148-4. The Yield on an investment is to be computed in accordance with Treasury Regulations Section 1.148-5.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, words importing persons shall include firms, associations, corporations, districts, agencies and bodies, and words of the masculine gender shall mean and include correlative words of the feminine and neuter gender and vice versa. All times referenced herein shall be to prevailing Eastern time unless otherwise specifically noted.

**Section 102. Authority for This Bond Resolution.** This Bond Resolution is adopted pursuant to the provisions of the Act.

**Section 103. Bond Resolution to Constitute Contract.** In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Bond Resolution shall be deemed to be and shall constitute a contract between the Authority and the Holders from time to time of the Bonds;

and the security interest granted and the pledge and assignment made in this Bond Resolution and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, all except as expressly provided in or permitted by this Bond Resolution.

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## ARTICLE II

### AUTHORIZATION AND ISSUANCE OF BONDS

**Section 201. Authorization of Bonds.** 1. In accordance with the Act and pursuant to the provisions of this Bond Resolution, there is hereby authorized to be issued one or more Series of Bonds of the Authority (issued as Taxable or Tax-Exempt Obligations) to be designated as "County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)." The Bonds shall be direct and special obligations of the Authority payable solely from Revenues and secured by the Pledged Property. The aggregate principal amount of the Bonds that may be executed, authenticated and delivered under this Bond Resolution is not limited except as may hereafter be provided in this Bond Resolution or as may be limited by law. All Bonds issued hereunder shall be guaranteed by the County and each Bond certificate shall bear upon its face such designation.

2. The Bonds may, if and when authorized by the Authority pursuant to this Bond Resolution and one or more Supplemental Resolutions, be issued in one or more Series at one or more times, and the designation thereof, in addition to the name "County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)," shall include such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Authority shall determine in the Award Certificate with respect to such Series of Bonds. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

3. Nothing contained in this Bond Resolution shall be deemed to preclude or restrict the consolidation pursuant to a Supplemental Resolution of any Bonds of two (2) or more separate Series authorized pursuant to such Supplemental Resolution to be issued pursuant to any of the provisions of Sections 202, 203 and 205 hereof into a single Series of Bonds for purposes of sale and issuance; provided that each of the tests, conditions and other requirements contained in Sections 202, 203, 204 and 205 hereof as applicable to each such separate Series shall be met and complied with. Except as otherwise provided in this subsection or in such Supplemental Resolution, such a consolidated Series shall be treated as a single Series for all purposes of this Bond Resolution.

4. The Bonds shall not be in any way a debt or liability of the State or of any political subdivision thereof other than the Authority (limited solely to the Pledged Property) and, as applicable under and limited by the Loan Agreement and the Guaranty, the County, and shall not create or constitute any indebtedness, liability or obligation of the State or of any political subdivision thereof other than the Authority (limited solely to the Pledged Property) and, as applicable under and limited by the Loan Agreement and the Guaranty, the County, or be or constitute a pledge of the faith and credit of the State or of any political subdivision thereof other than, as applicable under and limited by the Loan Agreement and the Guaranty, the County.

**Section 202. General Provisions for Issuance of Bonds.** 1. All of the Bonds of each Series, including the Series 2014 Bonds, shall be executed by the Authority for issuance under this Bond Resolution and shall be delivered to the Trustee. Thereupon the Trustee shall authenticate and shall deliver the Bonds to the Authority or upon its order, but only upon the receipt by the Trustee of:



- (a) An opinion of Bond Counsel (dated the date the Bonds of such Series are initially issued and addressed to the Authority, together with a reliance letter addressed to the County and the Trustee) to the effect, *inter alia*, that, except insofar as it may be limited by bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors' rights generally and the availability of any particular remedy, (i) the Authority has the right and the power under the Act, as amended to the date of such opinion, to adopt this Bond Resolution; this Bond Resolution has been duly and lawfully adopted by the Authority, is in full force and effect, is valid and binding upon the Authority and is enforceable in accordance with its terms and no other authorization for the adoption of this Bond Resolution is required; (ii) this Bond Resolution creates the valid pledge that it purports to create on the Pledged Property; and (iii) the Bonds of such Series are valid, binding, direct, special and limited obligations of the Authority as provided in this Bond Resolution, enforceable in accordance with their terms and the terms of this Bond Resolution and entitled to the benefits of this Bond Resolution and of the Act, as amended to the date of such opinion, and such Bonds have been duly and validly authorized and issued in accordance with applicable law, including the Act as amended to the date of such opinion, and in accordance with this Bond Resolution;
- (b) A written order as to the delivery of such Bonds signed by an Authorized Authority Representative, which order shall (i) direct the application of the proceeds of such Bonds, and (ii) set forth the maturity schedule for the Bonds and the interest rate or rates payable with respect thereto;
- (c) A copy, duly certified by an Authorized Authority Representative, of this Bond Resolution and the Delegation Resolution of the Authority, *inter alia*, authorizing the execution of the Loan Agreement, the Award Certificate and the bond purchase contract with the Underwriter (which Delegation Resolution shall not constitute a Supplemental Resolution hereunder), together with a copy of the Award Certificate;
- (d) A fully executed copy of the Loan Agreement;
- (e) A certified copy of the Loan Ordinance, along with duly certified copies of the authorization proceedings related thereto;
- (f) A certified copy of the Guaranty, along with certified copies of the authorization proceedings related thereto;
- (g) A fully executed copy of the bond purchase contract for such Series of Bonds executed by the Authority and the Underwriter thereof;
- (h) An executed copy of Form 8038-G as required by Section 149(e) of the Code with respect to the Tax-Exempt Obligations;

- (i) Except in the case of the initial Series 2014 Bonds, a certificate of an Authorized Authority Representative stating that the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Bond Resolution;
- (j) For any Series of Refunding Bonds, prior to the authentication and delivery of such Series of Refunding Bonds, provision shall have been made for an amendment of the Guaranty to provide for the guaranty by the County of the timely payment when due of the principal of and interest on such Series of Refunding Bonds, in the same manner as set forth in the Guaranty with respect to the Series 2014 Bonds. Evidence of such guaranty shall be printed on each of the Refunding Bond certificates, as the case may be, and shall be in substantially the form set forth in Section 1403 hereof and shall be duly executed and attested by the manual or facsimile signature of an Authorized County Representative. Any payments which are made by the County pursuant to the terms of such guaranty shall be made to the Trustee and shall thereafter be deposited by the Trustee in the Debt Service Fund in accordance with the terms of Section 508(2) hereof;
- (k) An opinion of County Counsel and/or County Bond Counsel (dated the date the Bonds are initially issued) to the effect that (i) the County has the right and power under the Act to adopt the Guaranty and the Guaranty has been duly and lawfully adopted by the County, is in full force and effect and is valid and binding upon the County enforceable in accordance with its terms and no other authorization for the Guaranty is required; (ii) the Guaranty is the valid binding, general obligation of the County enforceable in accordance with its terms and payments thereunder are payable out of the first funds becoming legally available to the County for such purpose and if such funds are not available, the County has the power and is obligated to levy *ad valorem* taxes upon all the taxable property located in the jurisdiction of the County for the purpose of making payments under the Guaranty, without limitation as to rate or amount; and (iii) the Guaranty has been duly and validly authorized and issued in accordance with applicable law, including the Act and the Local Bond Law (*N.J.S.A. 40A:2-1 et seq.*), and is in full force and effect on the date of issuance of the Bonds, provided that such opinion may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other laws and equitable principles affecting creditors' rights generally and that no opinion is being rendered as to the availability of any particular remedy; and
- (l) Such further documents, moneys and securities as are required by the provisions of Sections 203, 205 or 703 or Article XI or any Supplemental Resolution adopted pursuant to Article XI hereof.

2. All of the Bonds of each Series shall be identical in all respects, except as to denominations, maturity date, numbers and letters. After the original issuance of the Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other

Bonds of such Series pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII hereof and as described in Section 1206 hereof.

**Section 203. The Series 2014 Bonds.** 1. The Series 2014 Bonds shall be issued, authenticated and delivered to finance the Costs of the 2014 Project.

2. Pursuant to the provisions of this Bond Resolution, the Series 2014 Bonds are entitled to the benefit, protection and security of the provisions hereof and are hereby authorized to be issued in an aggregate principal amount not-to-exceed \$21,000,000. The Series 2014 Bonds shall be designated as and shall be distinguished from the Bonds of all other Series by the title "County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014."

3. The Series 2014 Bonds shall be issued to (i) permanently finance the Series 2013 Notes, (ii) make the required deposit, if any, into the Debt Service Fund, and (iii) pay costs and expenses incurred by the Authority and the County in connection with the issuance and delivery of the Series 2014 Bonds.

4. The Series 2014 Bonds shall be dated, shall mature and shall be subject to redemption on the dates, at the Redemption Prices and in the principal amounts, and shall bear interest payable on the Interest Payment Dates at the respective rates per annum, all as set forth in the Award Certificate executed and delivered to the Trustee in accordance with the Delegation Resolution. The amount and due date of each Sinking Fund Installment, if any, for the Series 2014 Bonds shall be as set forth in the Award Certificate executed and delivered to the Trustee in accordance with the Delegation Resolution.

5. The Series 2014 Bonds shall be issued in fully registered, book-entry only form in Authorized Denominations. Unless the Authority shall otherwise direct the Bond Registrar, the Series 2014 Bonds shall be lettered and numbered from one upward in order of maturities preceded by the letter "R," and/or such other letter or letters as determined by the Trustee, prefixed to the number. Subject to the provisions of this Bond Resolution, the form of the Series 2014 Bonds, the Trustee's certificate of authentication and evidence of the Guaranty of the County shall be substantially in the form set forth in Sections 1401, 1402 and 1403, respectively, hereof.

6. The principal or Redemption Price of the Series 2014 Bonds shall be payable, upon presentation and surrender thereof, at the principal corporate trust office of TD Bank, National Association, Cherry Hill, New Jersey, as Paying Agent for the Series 2014 Bonds. The principal or Redemption Price of all Series 2014 Bonds shall also be payable on any Principal Installment Date at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by this Bond Resolution. Interest on the Series 2014 Bonds shall be payable by check of the Trustee, mailed or transmitted, on each Interest Payment Date or the maturity date, as the case may be, to the Registered Owners thereof as the same appear as of the Record Date on the books of the Authority maintained by the Bond Registrar; provided, however, that a Registered Owner of \$1,000,000 or more in principal amount of Series 2014 Bonds shall be entitled, upon three (3) Business Days' written notice to the Trustee in advance of the applicable Record Date, to receive interest payments by wire transfer of immediately available funds.

7. The Series 2014 Bonds shall be subject to redemption prior to their respective maturity dates as authorized by Article IV hereof and as set forth in the Award Certificate relating thereto.

8. The proceeds of the Loan, shall be paid to the Trustee and applied in accordance with an order of the Authority simultaneously with the delivery thereof as follows:

- (a) an amount equal to capitalized interest, if any, accrued on the Loan shall be deposited into the Debt Service Fund;
- (b) an amount for the payment of the costs of issuance, including the Initial Authority Financing Fee, shall be deposited in the Operating Fund and paid in accordance with Section 505(2) hereof; and
- (c) an amount for the payment of the outstanding principal amount of the Series 2013 Notes shall be paid to TD Bank, National Association, as trustee and paying agent for the Series 2013 Notes.

**Section 204. Book-Entry System.**

- (a) With respect to the Series 2014 Bonds and each Series of Refunding Bonds for which the authorizing resolution so provides, except as provided in subsection (c) of this Section 204, the registered Holder of all of the Bonds shall be, and the Bonds shall be registered in the name of, Cede & Co. ("Cede"), as nominee of DTC. With respect to all Bonds for which Cede shall be the registered Holder, payment of semiannual interest on such Bonds shall be made by wire transfer of same day funds to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Authority kept by the Bond Registrar.
- (b) The Bonds shall be initially issued in the form of a separate fully registered bond in the amount of each separate serial or term maturity of each Series of Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration books of the Authority kept by the Bond Registrar in the name of Cede, as nominee of DTC. With respect to Bonds so registered in the name of Cede, the Authority and the Trustee shall have no obligation or responsibility to any DTC participant, indirect DTC participant or any beneficial owner of the Bonds. Without limiting the generality of the foregoing, the Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant or indirect DTC participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any DTC participant, indirect DTC participant, beneficial owner or any other Person, other than DTC or Cede, of any notice with respect to such Bonds, or (iii) the payment to any DTC participant, indirect DTC participant, beneficial owner or any other Person, other than DTC or Cede, of any amount with respect to the principal of, redemption premium, if any, or interest on such Bonds. The Authority and the Trustee

may treat as, and deem DTC to be, the absolute registered Holder of each such Bond for the purpose of (i) payment of the principal of, redemption premium, if any, and interest on each such Bond, (ii) giving notices with respect to such Bonds, (iii) registering transfers with respect to the Bonds and (iv) for all other purposes whatsoever. The Trustee shall pay the principal of, redemption premium, if any, and interest on such Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to such principal of, redemption premium, if any, and interest to the extent of the sum or sums so paid. No Person other than DTC shall receive a Bond certificate evidencing the obligation of the Authority to make payments of principal thereof, redemption premium, if any, and interest thereon pursuant to this Bond Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word "Cede" in this Bond Resolution shall refer to such new nominee of DTC.

(c) (1) DTC may determine to discontinue providing its services with respect to any Series of Bonds at any time by giving written notice to the Authority and discharging its responsibilities with respect thereto under applicable law. Upon receipt of such notice, the Authority shall promptly deliver a copy of same to the Trustee.

(2) The Authority, (i) in its sole discretion and without the consent of any other Person, may terminate the services of DTC with respect to any Series of Bonds, and (ii) shall terminate the services of DTC with respect to such Bonds upon receipt by the Authority and the Trustee of written notice from DTC to the effect that DTC has received written notice from DTC participants or indirect DTC participants having interests, as shown in the records of DTC, of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Bonds so registered in the name of Cede to the effect, that (A) DTC is unable to discharge its responsibilities with respect to such Bonds; or (B) a continuation of the requirement that all such Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, is not in the best interest of the beneficial owners of such Bonds.

(3) Upon the termination of the services of DTC with respect to all or any portion of such Bonds pursuant to subsection (c)(2)(i) or (c)(2)(ii)(A) hereof, or upon the discontinuance or termination of the services of DTC with respect to all or any portion of such Bonds pursuant to subsection (c)(1) or subsection (c)(2)(ii)(B) hereof, after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Authority, is willing and able to undertake such functions upon reasonable and customary terms, such Bonds (or the applicable portion thereof) shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede, as nominee of DTC, but may be registered in whatever name or

names Bondholders transferring or exchanging such Bonds, as the case may be, shall designate, in accordance with the provisions of this Bond Resolution. Upon the determination by any party authorized herein that such Bonds (or any portion thereof) shall no longer be limited to book-entry form, the Authority shall immediately advise the Trustee, in writing, of the procedures for transfer of such Bonds from such book-entry form to a fully registered form.

- (d) Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Series of Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal of, redemption premium, if any, and interest on, and all notices with respect to, such Bonds shall be made and given, respectively, to DTC as provided in the Letter of Representations of the Authority and the Trustee, addressed to DTC, with respect to such Bonds.
- (e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Bond Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

**Section 205. Refunding Bonds.** 1. One or more Series of Refunding Bonds may be authorized and delivered upon original issuance to refund all or any portion (as determined by the Authority) of any Outstanding Bonds or any Series thereof, including one or more maturities within such Series of Bonds, upon compliance with the terms and conditions set forth in subsection 2 of this Section 205 and in Section 202 hereof.

2. Prior to or simultaneously with the delivery of each such Series of Refunding Bonds pursuant to subsection 1 of this Section 205, the Trustee shall receive, in addition to the items required by Section 202 hereof:

- (a) a certified copy of the ordinance or resolution of the County consenting to the issuance of such Series of Refunding Bonds and pledging the full faith and credit of the County to the punctual payment of the Loan Payment obligations incurred with respect to the issuance of such Series of Refunding Bonds;
- (b) irrevocable written instructions to the Trustee, satisfactory to it, to give due notice of redemption of all or any portion of the Bonds (or any Series thereof), if any, to be redeemed on a redemption date specified in such instructions;
- (c) if the Bonds to be refunded are not by their terms subject to redemption within the next succeeding sixty (60) days, irrevocable written instructions to the Trustee, satisfactory to it, to make due provision for the notice provided for in Section 405 to the Holders of the Bonds being refunded,

except in the case where any Series of Bonds is not by its terms subject to redemption;

- (d) either (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price of those Bonds, if any, to be redeemed or the principal amount of those Bonds, if any, to be paid at maturity, together with accrued interest on such Bonds to the redemption or maturity date, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the Holders of the Bonds to be refunded, or (ii) Investment Securities in such principal amounts, of such maturities, bearing such interest and otherwise having such terms and qualifications as shall be necessary to comply with the provisions of subsection 2 of Section 1301, and any moneys required pursuant to said subsection 2, which Investment Securities and moneys shall be held in trust and used only as provided in said subsection 2 and including a verification report to the same effect;
- (e) executed copies of amendments to the Loan Agreement certified to as being in full force and effect by an Authorized Authority Representative and an Authorized County Representative; and
- (f) a certified copy of the ordinance or resolution authorizing the Guaranty for such Series of Refunding Bonds along with duly certified copies of the authorization proceedings related thereto.

3. The proceeds, including accrued interest, of the Refunding Bonds of such Series shall be applied simultaneously with the delivery of such Refunding Bonds, as provided in the Supplemental Resolution authorizing such Refunding Bonds.

4. Upon the defeasance of the Bonds being refunded, the refunded Bonds shall no longer be entitled to the benefit of the Guaranty for the refunded Bonds and such Guaranty shall be released and extinguished with respect to such refunded Bonds.

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## ARTICLE III

### GENERAL TERMS AND PROVISIONS OF BONDS

#### **Section 301. Obligation of Bonds; Medium of Payment; Form and Date.**

1. The Bonds shall be direct, special and limited obligations of the Authority payable, with respect to principal or Redemption Price and interest, solely from Revenues and secured by the Pledged Property, which under the Act and this Bond Resolution may be used for the payment of principal or Redemption Price of and interest on the Bonds.

2. The Bonds shall be payable with respect to principal and interest in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

3. All Bonds of each Series shall be issued in the form of fully registered Bonds. The Bonds of each Series shall be substantially in the form required by Article XIV hereof or substantially in the form set forth in the Supplemental Resolution authorizing such Series.

4. Each Bond shall be lettered and numbered as provided in this Bond Resolution or the Supplemental Resolution authorizing the Series of which such Bond is a part so as to be distinguished from every other Bond.

5. The Series 2014 Bonds upon original issuance shall be dated as provided in this Bond Resolution. Refunding Bonds shall be dated as provided in a Supplemental Resolution. Principal of the Bonds shall be payable at maturity upon presentation and surrender thereof at the office of the Paying Agent. Bonds shall bear interest as provided herein or in the Supplemental Resolution authorizing such Series of Bonds, payable by check, except as provided in Section 203(6) and Section 204 hereof, to Registered Owners of such Bonds as of the Record Date provided for such Bonds at their addresses on file with the Bond Registrar. After original issuance, all Bonds exchanged or transferred shall bear an authentication date that shall be the date authenticated. Interest on Bonds shall accrue from the Interest Payment Date to which interest has been paid next preceding the authentication date unless (a) the date of authentication is also an Interest Payment Date to which interest has been paid, in which event such Bonds shall be dated and shall bear interest from the date of authentication, or (b) the date of authentication is prior to the first Interest Payment Date, in which event such Bonds shall bear interest from the original dated date of such Bonds; provided however that if, as shown on the records of the Trustee, interest on the Bonds of any Series shall be in default, Bonds of such Series issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered.

**Section 302. Legends.** 1. The Bonds of each Series may contain or may have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Bond Resolution or a Supplemental Resolution as may be necessary or desirable to comply with the custom or rules of any securities exchange or commission or brokerage board or otherwise as may be determined by the Authority prior to the authentication and the delivery thereof.



2. Each Series of Bonds shall bear thereon evidence of the Guaranty in the form set forth in Section 1403 of this Bond Resolution, which shall be executed by an Authorized County Representative as set forth therein. The Guaranty upon any Bond duly executed by an Authorized County Representative shall be conclusive evidence that the Holder thereof is entitled to the benefits of the Guaranty.

**Section 303. Execution of Bonds.** The Bonds shall be executed in the name of the Authority by the manual or facsimile signature of its Chairman or Vice Chairman and its corporate seal shall be thereunto affixed, imprinted or otherwise reproduced and attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Authority. In the event any officer who shall have signed, sealed or attested any of the Bonds shall cease to be such officer of the Authority before the Bonds so signed, sealed or attested shall have been authenticated and delivered by the Trustee or by the Bond Registrar, such Bonds nevertheless may be authenticated and delivered as herein provided as if the Person who so signed, sealed or attested such Bonds had not ceased to be such officer. Any Bond of a Series may be signed, sealed or attested on behalf of the Authority by any Person who shall hold the proper office at the date of such act, notwithstanding at the date of such Bonds such Person may not have held such office.

**Section 304. Authentication of Bonds.** The Bonds of each Series shall bear thereon a certificate of authentication, substantially in the form set forth in Section 1402 hereof, duly executed upon issuance by the Trustee or the Bond Registrar. Only such Bonds as shall bear thereon such certificate of authentication, duly executed, shall be entitled to any right or benefit under this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless such certificate of authentication upon such Bond shall have been duly executed by the Trustee, or by the Bond Registrar, as the case may be. Such certificate of authentication by the Trustee or by the Bond Registrar, as the case may be, upon any Bond executed on behalf of the Authority shall be conclusive and the only evidence that the Bond so authenticated has been duly authenticated and delivered under this Bond Resolution and that the Holder thereof is entitled to the benefit of this Bond Resolution.

**Section 305. Transfer, Exchange and Registry of Bonds and Agency Therefor.** 1. The Authority shall cause and hereby appoints the Bond Registrar as its agent to maintain and to keep books for the registration, the exchange and the transfer of Bonds. Upon presentation of Bonds for transfer or exchange at the designated office of the Bond Registrar, together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Holder or by his attorney duly authorized in writing, the Bond Registrar shall register or shall cause to be registered and shall permit to be transferred thereon or to be exchanged any Bond entitled to registration, transfer or exchange. Upon the transfer or exchange of any Bond, the Authority shall execute, and the Trustee or the Bond Registrar shall authenticate and shall deliver a new Bond or Bonds of such Series in any Authorized Denomination registered in the name of the Holder or transferee of the same aggregate principal amount, Series designation and maturity as the surrendered Bond.

2. The Authority and each Fiduciary may deem and treat the Person in whose name any Bond shall be registered upon the books of the Authority as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on such Bond and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to

satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority nor any Fiduciary shall be affected by any notice to the contrary. The Authority agrees to indemnify and save each Fiduciary harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without gross negligence or willful misconduct under this Bond Resolution, in so treating such Registered Owner.

3. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Bond Registrar and canceled or retained by the Bond Registrar. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Authority nor the Bond Registrar shall be required (a) to exchange or transfer the Bonds of any Series for a period beginning on the Record Date next preceding an Interest Payment Date for Bonds of a particular Series and ending on such Interest Payment Date, or for a period of fifteen (15) days next preceding the date (as determined by the Trustee) of any selection of Bonds to be redeemed and thereafter until after the mailing of the notice of redemption, or (b) to transfer or exchange any Bonds called for redemption.

**Section 306. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds.**

In case any Outstanding Bond shall be mutilated, destroyed, stolen or lost, the Authority shall execute and the Trustee or the Bond Registrar, as the case may be, shall authenticate and shall deliver a new Bond, of like tenor, number, Series designation and amount as the Bond so mutilated, destroyed, stolen or lost in exchange and in substitution for and upon surrender of such mutilated Bond or in lieu of and in substitution for the Bond, if any, destroyed, stolen or lost upon filing with the Trustee and the Bond Registrar evidence satisfactory to the Authority, the Trustee and the Bond Registrar that such Bond had been destroyed, stolen or lost and proof of ownership thereof, upon furnishing the Authority, the Trustee and the Bond Registrar with indemnity satisfactory to them, upon paying such expenses as the Authority, the Trustee and the Bond Registrar may incur in connection therewith and upon complying with such other reasonable regulations as the Authority, the Trustee and the Bond Registrar may prescribe. In lieu of reissuing a mutilated, destroyed, lost or stolen Bond that is due and payable, the Trustee and the Bond Registrar may pay the amount due on such Bond to the Owner or the Holder thereof, provided all the other requirements of this Section 306 have been met. Any Bond surrendered for transfer shall be canceled by the Trustee. Any such new Bonds issued pursuant to this Section 306 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Authority, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Bond Resolution, in any moneys or securities held by the Authority or any Fiduciary for the benefit of the Bondholders.

**Section 307. Temporary Bonds.** Until the definitive Bonds are prepared, the Authority may execute in the same manner as is provided in Section 303 hereof and, upon the request of the Authority, the Trustee or Bond Registrar shall authenticate and shall deliver in lieu of definitive Bonds but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof and as to exchangeability for registered Bonds, one or more temporary Bonds of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in Authorized Denominations and with such omissions, insertions and variations as may be appropriate to temporary Bonds for notation thereon of the

payment of such interest. The Authority at its own expense shall prepare and shall execute and, upon the surrender for exchange and for cancellation of such temporary Bonds, the Trustee or the Bond Registrar shall authenticate and shall deliver in exchange therefor definitive Bonds of the Authority without charge to the Holder thereof.

**Section 308. Payment of Interest on Bonds; Interest Rights Preserved.** 1. Interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Bond is registered at the close of business on the Record Date or any date which is the fifteenth (15th) day next preceding an Interest Payment Date as shall be provided in a Supplemental Resolution authorizing any Series of Bonds.

2. Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (hereinafter "**Default Interest**") shall forthwith cease to be payable to the Registered Owner on the relevant Record Date by virtue of having been such Owner; and such Default Interest shall be paid by the Authority to the Persons in whose names the Bonds are registered at the close of business on a date (hereinafter the "**Special Record Date**") for the payment of such Default Interest, which shall be fixed in the following manner. The Authority shall notify the Trustee, in writing, of the amount of Default Interest proposed to be paid on each Bond and the date of the proposed payment ("**Default Interest Payment Date**") (which date shall be not less than twenty-five (25) days after such notice), and at the same time the Authority shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Default Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Default Interest herein provided. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Default Interest, which Special Record Date shall be not more than fifteen (15) nor less than ten (10) days prior to the Default Interest Payment Date, and which Special Record Date shall be fixed by the Trustee within ten (10) days after the receipt by the Trustee of the notice of the proposed payment from the Authority. The Trustee shall promptly notify the Authority of such Special Record Date and Default Interest Payment Date and, in the name and at the expense of the Authority, shall cause notice of the proposed payment of such Default Interest and the Special Record Date and Default Interest Payment Date therefor to be mailed, first class postage prepaid, to each Bondholder at his address as it appears in the registry books, not less than ten (10) days prior to such Special Record Date.

Subject to the foregoing provisions of this Section 308, each Bond delivered under this Bond Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

**Section 309. Cancellation and Destruction of Bonds.** All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee when such payment is made, and such Bonds shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

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## ARTICLE IV

### REDEMPTION OF BONDS

**Section 401. Privilege of Redemption and Redemption Price.** Bonds subject to redemption prior to maturity pursuant to this Bond Resolution or a Supplemental Resolution shall be redeemable, upon notice as provided in this Article IV, at such times, at such Redemption Prices and upon such terms, in addition to the terms contained in this Article IV, as may be specified in the Award Certificate pertaining to the Series 2014 Bonds and the Supplemental Resolution authorizing Refunding Bonds or in the Award Certificate pertaining to such Series of Refunding Bonds. The written consent of the County to effectuate a redemption of any Series of Bonds shall be received by the Authority prior to the redemption of a particular Series of Bond, except for the redemption of Bonds pursuant to mandatory sinking fund redemption. A copy of such written consent of the County shall be received by the Trustee prior to the mailing of the notice of redemption in accordance with Section 405 hereof. Except as may be otherwise provided in a Supplemental Resolution authorizing a Series of Bonds or in the Award Certificate pertaining to such Series of Bonds, any Series of Bonds may be redeemed in whole or in part on any date by the Authority, at the written direction of the County, in accordance with this Bond Resolution or a Supplemental Resolution or Award Certificate, as applicable.

**Section 402. Redemption at the Election or Direction of the Authority.** In the case of any redemption of Bonds (including any Series thereof) by the Authority, at the written direction of the County, the Authority shall give written notice to the Trustee of the election or direction of the County to so redeem, except for the redemption of Bonds pursuant to mandatory sinking fund redemption, in accordance herewith, of the redemption date, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which Series, maturities and principal amounts thereof to be redeemed shall be determined by the Authority, upon the written consent of the County, subject to any limitations with respect thereto contained in this Bond Resolution). Such notice shall be given at least sixty (60) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 405 provided, there shall be paid on or prior to the redemption date to the appropriate Paying Agents an amount in cash or noncallable Investment Securities which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued thereon and unpaid to the redemption date, all of the Bonds to be so redeemed. The Authority shall promptly notify the Trustee, in writing, of all such payments by it to such Paying Agents.

**Section 403. Redemption Otherwise Than at the Authority's Election or Direction.** Whenever by the terms of this Bond Resolution the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the Authority, provided that if such redemption is required to be consented to, in writing, by the County, such written consent has been delivered to the Trustee, the Trustee shall (i) select the Bonds or portions of Bonds to be redeemed, (ii) give the notice of redemption, and (iii) pay out of moneys available therefor the Redemption Price thereof, plus interest accrued thereon and unpaid to the redemption date, to the appropriate Paying Agents in accordance with the terms of this Article IV.

**Section 404. Selection of Bonds to be Redeemed.** Unless otherwise provided in this Bond Resolution, if less than all of the Bonds of a Series of like maturity shall be called for prior redemption, the particular Bonds or portions of Bonds of a Series to be redeemed shall be selected at random by the Trustee; provided, however, that the portion of any Bond of a Series of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or a multiple thereof, and that, in selecting portions of such Bonds of a Series for redemption, the Trustee shall treat each such Bond of a Series as representing that number of Bonds of such Series of \$5,000 denomination which is obtained by dividing by \$5,000 the principal amount of such Bond of the Series to be redeemed in part.

**Section 405. Notice of Redemption.** When the Trustee shall receive notice from the Authority of the election or direction of the County to redeem Bonds pursuant to Section 402 hereof, except for the redemption of Bonds pursuant to mandatory sinking fund redemption, and when redemption of Bonds is authorized or required pursuant to Section 403 hereof and the Trustee shall have received written notice from the County of its consent to the redemption of the Bonds, the Trustee shall give notice, in the name of the Authority, of the redemption of such Bonds, which notice shall specify the Series designation and maturities of the Bonds to be redeemed, the Redemption Price, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal amount thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by the Trustee, via first class mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the Registered Owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses appearing upon the registry books. Failure to give notice by mail, or any defect in the notice to the Registered Owner of any Bonds which are to be redeemed, shall not affect the validity of the proceedings for the redemption of any other Bonds.

Any notice of redemption of the Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the Redemption Price, together with interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time to and including the redemption date if such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds being on deposit with the Paying Agent to pay the Redemption Price on the redemption date, the corresponding conditional notice of redemption shall be deemed to have been revoked *nunc pro tunc* and shall be deemed to be null and void as if never given and such Bonds or portions thereof shall continue to bear interest until paid at maturity at the same rate as they would have borne had they not been called for redemption.

If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest thereon to the redemption date, shall be held by the Paying Agent so as to be available therefor on said date and if a notice of redemption shall have been given as aforesaid, then from and after the redemption date interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable.

The Trustee shall comply with any notice or other requirements of DTC to effectuate a redemption of Bonds. Any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice.

**Section 406. Payment of Redeemed Bonds.** Notice having been given in the manner provided in Section 405 hereof, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued thereon and unpaid to the redemption date and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued thereon and unpaid to the redemption date. If there shall be called for redemption less than all of a Bond of like Series, the Authority shall execute and the Trustee shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bonds so surrendered, fully registered Bonds of like Series and maturity in any Authorized Denominations.

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## ARTICLE V

### ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

**Section 501. The Pledge Effected by This Bond Resolution and Security for the Bonds.** 1. There is hereby pledged and assigned as security for the payment of the principal of, redemption premium, if any, and interest on the Bonds issued in anticipation thereof in accordance with their terms and the provisions of this Bond Resolution, subject only to the provisions of this Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Bond Resolution, all of the Pledged Property.

2. All Pledged Property shall immediately be subject to the lien of the pledge made herein for the benefit of the Bondholders without any physical delivery thereof or further act, or any filing, 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. The Bonds shall not be in any way a debt or liability of the State or of any political subdivision thereof other than the Authority (limited solely to the Pledged Property) and, as applicable under and limited by the Loan Agreement and the Guaranty, the County, and shall not create or constitute any indebtedness, liability or obligation of the State or of any political subdivision thereof other than the Authority (limited solely to the Pledged Property) and, as applicable under and limited by the Loan Agreement and the Guaranty, the County, or be or constitute a pledge of the faith and credit of the State or of any political subdivision thereof other than, as applicable under and limited by the Loan Agreement and the Guaranty, the County. Neither the State nor any political subdivision thereof other than the Authority (limited solely to the Pledged Property) and, as applicable under and limited by the Loan Agreement and the Guaranty, the County, is obligated to pay the principal of and interest on the Bonds and neither the full faith and credit nor the taxing power of the State or any political subdivision thereof other than, as applicable under and limited by the Loan Agreement and the Guaranty, the County, is pledged to the payment of the principal of and interest on the Bonds, but all Bonds shall be payable solely from Revenues or funds pledged or available for their payment, including any funds available under the Loan Agreement and the Guaranty, as authorized in the Act.

4. The Authority hereby assigns its right to receive all Revenues, including all amounts to be received by the Authority from the County under the Loan Agreement (except for Additional Loan Payments), to the Trustee for the benefit of the Bondholders and covenants and directs the County, pursuant to the Loan Agreement, to pay all such Loan Payment amounts (except for Additional Loan Payments) directly to the Trustee. The Authority additionally covenants that all moneys paid by the County pursuant to the Guaranty shall be paid directly to the Trustee for deposit in accordance with Section 506 hereof.

5. Nothing contained in this Section 501 shall be deemed a limitation upon the authority of the Authority to issue bonds, notes or other obligations under the Act secured by revenues and funds other than the Pledged Property including, without limitation, bonds, notes or other obligations secured by Federal or State grants.



**Section 502. Establishment of Funds.** The following Funds are hereby created and established:

- (1) Acquisition Fund, including an Account established therein for the Series 2014 Bonds, to be held by the Trustee, on behalf of the Authority;
- (2) Revenue Fund, including Accounts established therein for the Series 2014 Bonds and any Series of Refunding Bonds, to be held by the Trustee, on behalf of the Authority;
- (3) Operating Fund, including Accounts established therein for the Series 2014 Bonds and any Series of Refunding Bonds, to be held by the Trustee, on behalf of the Authority;
- (4) Proceeds Fund, including an Account established therein for the Series 2014 Bonds, to be held by the Trustee;
- (5) Debt Service Fund, including Accounts established therein for the Series 2014 Bonds and any Series of Refunding Bonds, to be held by the Trustee;
- (6) Debt Retirement Fund, including Accounts established therein for the Series 2014 Bonds and any Series of Refunding Bonds, to be held by the Trustee; and
- (7) Rebate Fund, including Accounts established therein for the Series 2014 Bonds and any Series of Refunding Bonds, to be held by the Trustee, on behalf of the Authority.

The Trustee may designate for each Fund or Account established hereunder such number, letter or symbol as may be necessary to distinguish such Funds or Accounts from other Funds and Accounts of the Authority held by the Trustee for any Series of Bonds.

**Section 503. Acquisition Fund.**

1. There shall be established within the Acquisition Fund a separate Account for the Series 2014 Bonds.

2. There shall be paid into such Account, at the option of the Authority at the written direction of the County, any moneys received by the Authority or the County for or in connection with the Project from any other source, unless required to be otherwise applied in accordance with this Bond Resolution. All amounts in the 2014 Account in the Acquisition Fund shall be applied in the following order and priority: (i) to reimburse the County for any Costs of the Redevelopment Project paid by it in accordance with a reimbursement resolution adopted by the County, and (ii) to the extent not otherwise utilized, moneys in the 2014 Account in the Acquisition Fund shall be transferred to the 2014 Account in the Debt Service Fund and applied by the Trustee in accordance with subsection (3) of this Section 503.

3. The Authority shall authorize the Trustee to make payments from the 2014 Account in the Acquisition Fund for the Cost of the Redevelopment Project in the amounts, at the times, in the manner, and on the other terms and conditions set forth in this subsection (3).

Before any such payment shall be made, there shall be filed by the County with the Trustee: a requisition therefor, which requisition shall be substantially in the form set forth in Exhibit B to the Loan Agreement, signed by an Authorized County Representative, stating in respect of each payment to be made (A) the requisition number; (B) that such payment is to be made from the 2014 Account in the Acquisition Fund; (C) the name and address of the Person to whom payment is to be made by the Trustee, or if payment is to be made to the County for a reimbursable advance, the name and address of the Person to whom such advance was made together with proof of payment by the County; (D) the amount to be paid, which amount represents the payment due to the Person referenced in clause (C) above, or 100% of the payment previously made by the County; (E) the particular item of Cost to be paid to which the requisition relates; (F) that each obligation, item of Cost or expense mentioned therein has been properly incurred, is an item of Cost of the Redevelopment Project, is unpaid or unreimbursed, and is a proper charge against the 2014 Account in the Acquisition Fund and has not been the basis of any previously paid withdrawal or requisition; (G) that the public contracts bidding laws applicable to the contract pursuant to which payment is being requested have been complied with (excluding requisitions for payment of any Owner's Representative Fee); (H) if such payment is a reimbursement to the County for Costs or expenses incurred by reason of work performed or supervised by officers or employees of the Authority or the County, that the amount to be paid does not exceed the actual cost thereof to the County; (I) that no uncured Event of Default has occurred under the Loan Agreement (as defined under Section 8.01 thereof) or under this Bond Resolution and everything required to be performed by the County has been performed; (J) the County has not received notice of any lien, right to lien or attachment upon, or other claim affecting the right to receive payment of, any of the moneys payable under such requisition to any of the Persons named therein or, if any of the foregoing has been received, it has been released or discharged or will be released or discharged upon payment of the requisition; and (K) in the event there are not sufficient funds available to pay such requisition from the maturity of any Investment Securities, instructions specifying the Investment Security or Securities which should be liquidated for the payment thereof. The Trustee shall issue its check for each payment required by such requisition or shall by interbank transfer or other method, arrange to make the payment required by such requisition. The Trustee shall have no obligations hereunder and may rely on the requisition if properly signed.

**Section 504. Revenue Fund.** Except as set forth in Sections 505 and 603 hereof, all Revenues shall be promptly deposited by the Trustee upon receipt thereof into the Revenue Fund and shall be applied as set forth in Section 506 hereof. All moneys at any time deposited in the Revenue Fund shall be held in trust for the benefit of the Holders but shall nevertheless be disbursed and applied solely for the uses and purposes set forth in this Article V.

**Section 505. Operating Fund.** 1. Pursuant to an order of the Authority simultaneously delivered to the Trustee upon the original issuance of the Series 2014 Bonds and the initial advance of the Loan and, thereafter, upon the original issuance of any Series of Refunding Bonds, any proceeds of the Loan and County moneys or Bond proceeds, as the case may be, representing costs of issuance and the Initial Authority Financing Fee shall be immediately deposited in the Operating Fund. Such amounts shall be paid by the Trustee in accordance with subsection (2) of this Section 505.

2. Amounts deposited in the Operating Fund shall be paid out by the Trustee pursuant to written direction of the Authority and the County from time to time for costs of issuance and Authority Administrative Expenses, including expenses incurred by the Authority

to perform an arbitrage rebate calculation, upon requisition therefor submitted to the Trustee and signed by an Authorized Authority Representative stating: (i) the name of the Person, firm or corporation to whom each such payment is due; (ii) the respective amounts to be paid; (iii) the purpose by general classification for which each obligation in the stated amounts has been or will be incurred; and (iv) each obligation in the stated amount has been or will be incurred by or on behalf of the Authority and that each item thereof is a proper charge against the Operating Fund and has not been previously paid. To the extent such amounts deposited therein are not spent within ninety (90) days of the Issue Date of the Series 2014 Bonds and any Series of Refunding Bonds, the Trustee shall, without further direction, deposit in the applicable Account of the Debt Service Fund any balance then remaining for such Series of Bonds unless the County requests, in writing (with a copy to the Authority), that such balance remain in the Operating Fund for an additional period of time as specified in such request.

3. Amounts paid by the County as Additional Loan Payments for the performance of an arbitrage rebate calculation pursuant to Section 6.14 of the Loan Agreement and payment of, among other expenses, the annual Authority Administrative Expenses shall be paid to the Trustee and the Trustee shall deposit the same in the Operating Fund. Such amounts shall be paid by the Trustee to the Authority in accordance with subsection (2) of this Section 505.

**Section 506. Payments From the Revenue Fund into Certain Funds.** 1. As soon as practicable after the deposit of Revenues into the Revenue Fund, but in any case no later than 3:00 p.m. on the second Business Day immediately following a Loan Payment Date or after the deposit of any Revenues in the Revenue Fund payable by the County upon demand pursuant to Sections 5.02(A) and (B) of the Loan Agreement, respectively, the Trustee shall credit, but only to the extent the amount in the Revenue Fund shall be sufficient therefor, such Revenues as follows: (a) Revenues representing Loan Payments made by the County pursuant to Section 5.02(A) of the Loan Agreement, the amount of such payment being in accordance with Exhibit A attached to the Loan Agreement, shall be deposited in the Debt Service Fund in accordance with Section 508 hereof or, in the case of any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established, to the Debt Retirement Fund, (b) moneys paid by the County pursuant to the Guaranty in accordance with Section 508(2) hereof shall be immediately deposited in the Debt Service Fund, upon the written direction of an Authorized Authority Representative, (c) Revenues representing moneys received by the Trustee pursuant to the provisions of Section 6.06(C)(ii) of the Loan Agreement shall immediately be deposited in the Debt Service Fund and applied in accordance with the provisions of Section 508 hereof, (d) Revenues representing Additional Loan Payments made by the County pursuant to Section 5.02(B) of the Loan Agreement including the annual Authority Administrative Expenses shall immediately be deposited in the Operating Fund and applied in accordance with the provisions of Section 505(3) hereof, and (e) any investment earnings on any moneys held in any Fund and required to be transferred to the Revenue Fund pursuant to the provisions of this Bond Resolution, such that the total balance in the Debt Service Fund shall equal the Debt Service Requirement on each such Series of Bonds for the next respective succeeding Interest Payment Date and Principal Installment Date, as applicable, provided that, for the purposes of computing the amount to be deposited in said Fund, there shall be included in the balance of the Debt Service Fund that amount of such proceeds to be applied in accordance with this Bond Resolution to the payment of interest accrued and unpaid and to accrue on such Series of Bonds to the next Interest Payment Date as set forth in an order of the Authority to the Trustee; provided, however, that so long as there shall be held in the Debt Service Fund an

amount sufficient and available to pay in full all Outstanding Bonds of a particular Series in accordance with their terms (including principal thereof and interest thereon) no transfers shall be required to be made from the Revenue Fund to the Debt Service Fund.

2. Revenues consisting of proceeds representing damages or other moneys from any contractor, subcontractor, manufacturer, supplier or surety shall be immediately credited in accordance with Sections 503(5) and 507(2) hereof.

3. All interest (net of that which represents a return of accrued interest paid in connection with the purchase of any investment and net of any losses suffered) earned or any gain realized on any moneys or investments in such Funds shall be transferred upon receipt to the Revenue Fund, except that (i) such net interest earned on any moneys or investments in the Debt Service Fund shall be held in such Fund for the purposes thereof and shall be paid into such Fund in accordance with the provisions of Section 603(2) hereof and shall be applied in accordance with the provisions hereof; and (ii) interest earned on any moneys or investments in the 2014 Account in the Acquisition Fund shall be held in such Account in the Acquisition Fund until such time as the Authority shall provide written direction to the Trustee to transfer such in accordance with Section 603(2) hereof.

**Section 507. Proceeds Fund.** 1. Revenues paid to the Trustee pursuant to Section 4.10 of the Loan Agreement shall be transferred by the Trustee, upon receipt of a certificate of an Authorized County Representative delivered to the Trustee stating the amount of money to be so transferred, from the 2014 Account in the Acquisition Fund to the 2014 Account in the Proceeds Fund and applied as a credit toward the County's Loan Payment obligations pursuant to subsections (2) and (3) below.

2. Proceeds representing damages or other moneys from any performance bond or surety provided pursuant to Section 4.10 of the Loan Agreement or not otherwise applied to permanently finance the Series 2013 Notes shall be transferred by the Trustee to the 2014 Account in the Proceeds Fund. Proceeds on deposit in the 2014 Account in the Proceeds Fund resulting from such deposits shall be applied by the Trustee as a credit toward the amount of Loan Payments owed by the County on each Loan Payment Date for the payment of Debt Service on the Series 2014 Bonds by the transfer of such proceeds to the 2014 Account in the Debt Service Fund as set forth in a certificate of an Authorized County Representative filed with the Trustee at the time of the deposit of the proceeds into the 2014 Account in the Proceeds Fund.

3. To the extent moneys in the 2014 Account in the Debt Service Fund are sufficient to satisfy the amount of Loan Payments due and owing by the County for such Bond Year, any such proceeds on deposit in the 2014 Account in the Proceeds Fund or any other Revenues deposited therein shall remain in said 2014 Account in the Proceeds Fund and shall be transferred thereafter into the 2014 Account in the Debt Service Fund on each Loan Payment Date for the payment of Debt Service on the Series 2014 Bonds until such proceeds or any other Revenues are exhausted. The application of such proceeds or any other Revenues deposited therein in accordance herewith shall be credited toward the Loan Payments due and owing from the County in any Bond Year. Any such proceeds or any other Revenues deposited in the 2014 Account in the Proceeds Fund shall be invested, subject to such yield restrictions as shall be directed to the Trustee, in writing, by an Authorized Authority Representative, upon written direction of an Authorized County Representative, in consultation with Bond Counsel.

**Section 508. Debt Service Fund.** 1. Pursuant to Section 506(1)(a) hereof, Revenues representing Loan Payments from the County deposited in the Revenue Fund on any Loan Payment Date shall be transferred to and deposited in the Debt Service Fund not later than 3:00 p.m. on the first Business Day thereafter by the Trustee. Not later than 3:00 p.m. on the first Business Day after any Loan Payment Date, the Trustee shall determine whether the amounts on deposit in the Debt Service Fund, after all Revenues representing Loan Payments from the County originally deposited in the Revenue Fund and transferred to and deposited in the Debt Service Fund in accordance with the provisions hereof, are sufficient to meet the Debt Service Requirement on all Outstanding Bonds for the next succeeding Interest Payment Date and Principal Installment Date, as applicable. Subject to and after the application of the provisions of Section 509 hereof, in the event such amounts in the Debt Service Fund are insufficient to meet such Debt Service Requirement on the Outstanding Bonds, the Trustee shall give written notice thereof, by facsimile transmission in accordance with Section 1312 hereof, to the Authority and the Authorized County Representative of such deficiency no later than 4:00 p.m. on the first Business Day after such Loan Payment Date, which notice shall state the amount of such deficiency as at the close of business on any Loan Payment Date and that such deficiency must be cured no later than the next ensuing Interest Payment Date and Principal Installment Date, as applicable. The notice to the Authorized County Representative and the Authority shall also include the amount of the Interest Payment and Principal Installment, as applicable, due and payable and the amount required to be paid by the County to cure such deficiency and to enable the Trustee to make a Debt Service payment on the Outstanding Bonds on the next ensuing Interest Payment Date or Principal Installment Date, as applicable. The receipt of any such notice by the Authorized County Representative shall be acknowledged by the Authorized County Representative to the Trustee within one (1) Business Day after receipt thereof. If the nonpayment of the County is not cured by the applicable Interest Payment Date or Principal Installment Date, as applicable, the County, pursuant to the terms of the Guaranty, shall pay to the Trustee, not later than such Interest Payment Date and Principal Installment Date, as applicable, any and all amounts required to pay Debt Service on the Outstanding Bonds.

2. All moneys paid by the County pursuant to the Guaranty shall be immediately deposited in the Debt Service Fund, which moneys shall be applied to the payment of Debt Service on the Outstanding Bonds on such Interest Payment Date or Principal Installment Date, as applicable.

3. (a) On each Interest Payment Date, the Trustee shall make available to the Paying Agent from moneys available in the Debt Service Fund an amount which equals the interest on each Series of Outstanding Bonds due on such date, which moneys shall be applied by the Paying Agent to the payment of such interest on the Interest Payment Date, and (b) on the Principal Installment Date of each Series of Outstanding Bonds, the Trustee shall make available to the Paying Agent from moneys in the Debt Service Fund an amount equal to the principal of each Series of Outstanding Bonds due on such date, which moneys shall be applied by the Paying Agent to the payment of such principal on the Principal Installment Date. The Trustee may also pay out of the Debt Service Fund the accrued interest included in the purchase price of each Series of Outstanding Bonds, pursuant to the provisions of subsection (4) below.

4. The amount, if any, deposited in the Debt Service Fund representing accrued interest, if any, on the proceeds of the Series 2014 Bonds and any Series of Refunding Bonds, shall be set aside in the Account established for such Series of Bonds in such Fund and applied, in accordance with written instructions of the Authority delivered to the Trustee prior to

the authentication of such Series of Bonds, to the payment of accrued interest on such Series of Bonds as the same becomes due and payable.

5. In the event of the refunding of any Bonds, the Trustee shall, if an Authorized Authority Representative so directs, in writing, withdraw from the applicable Account in the Debt Service Fund established for the Bonds being refunded all, or any portion of, the amounts accumulated therein with respect to Debt Service on the Bonds being refunded, and set aside such amounts to be held in trust as set forth in such written direction; provided that such withdrawal shall not be made unless (a) immediately thereafter the Bonds being refunded shall be deemed to have been paid pursuant to Section 1301(2) hereof, and (b) the amount remaining in the Debt Service Fund, after giving effect to the issuance of Refunding Bonds and the disposition of the proceeds thereof, shall not be less than the requirement of such Fund pursuant to subsection (1) of this Section 508 with respect to the Debt Service Requirement on each Outstanding Series of Bonds and Section 506 hereof.

6. The amount, if any, deposited in the 2014 Account in the Debt Service Fund representing capitalized interest on the Series 2014 Bonds, if any, shall be set aside and applied, in accordance with the written instructions of the Authority delivered to the Trustee prior to the authentication of the Series 2014 Bonds, to the payment of interest due thereon on each Interest Payment Date for the period of time specified in such written instructions.

7. Revenues representing moneys received by the Trustee pursuant to the provisions of Section 6.06 of the Loan Agreement and deposited in the 2014 Account in the Debt Service Fund shall immediately be applied to the payment of Debt Service on the Series 2014 Bonds on the next ensuing Interest Payment Date or Principal Installment Date, as applicable. To the extent such moneys cannot be used to pay Debt Service on the Series 2014 Bonds within thirteen (13) months of deposit, such moneys shall be transferred to the 2014 Account in the Proceeds Fund and applied in accordance with the provisions of Section 507(3) hereof.

**Section 509. Debt Retirement Fund.** 1. Subject to the limitations contained in subsection (4) of this Section 509, if, on any Loan Payment Date prior to any Interest Payment Date or Principal Installment due date, as the case may be, the amount on deposit in the Debt Service Fund shall be less than the amount required to be in such Fund pursuant to subsection (1) of Section 506, the Trustee shall transfer from the Debt Retirement Fund to the Debt Service Fund an amount (or all of the moneys in the Debt Retirement Fund if less than the amount required) which will be sufficient to make up such deficiency.

2. To the extent not required to make up a deficiency as required in subsection (1) of this Section 509, amounts in the Debt Retirement Fund shall be applied, as rapidly as practicable in the case of mandatory redemption, or, at the written direction of an Authorized County Representative, to the purchase or optional redemption (including redemption premium, if any) of the applicable Series of Bonds.

3. Upon any purchase or redemption pursuant to this Section 509 of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established or delivery to the Trustee for cancellation by the Authority of Bonds of such Series or maturity, there shall be credited toward each such Sinking Fund Installment thereafter to become due an amount bearing the same ratio to such Sinking Fund Installment as the total principal amount of such Bonds so purchased, redeemed, or delivered for cancellation bears to the total amount of all

such Sinking Fund Installments to be credited. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

4. The transfers required by subsection (1) of this Section 509 shall be made from amounts in the Debt Retirement Fund only to the extent that such amounts are not then required to be applied to the redemption of Bonds of such Series for which notice of redemption shall have been given by the Trustee to Bondholders.

**Section 510. Satisfaction of Sinking Fund Installments.** 1. In satisfaction, in whole or in part, of any Sinking Fund Installment, the Authority may deliver to the Trustee at least sixty (60) days prior to the date of such Sinking Fund Installment, for cancellation, Bonds of the Series and maturity entitled to such Sinking Fund Installment. All Bonds so delivered to the Trustee in satisfaction of a Sinking Fund Installment shall reduce the amount thereof by the amount of the aggregate Redemption Price of such Bonds applicable on the date of such Sinking Fund Installment (or the principal amount thereof if such date be the date of maturity of such Bonds), provided that concurrently with such delivery of such Bonds the Authority shall deliver to the Paying Agent and to the Trustee a certificate of an Authorized Authority Representative specifying (i) the principal amount, Series, maturity, interest rate and numbers of the Bonds so delivered, (ii) the date of the Sinking Fund Installment in satisfaction of which such Bonds are so delivered, (iii) the aggregate Redemption Price on the date of such Sinking Fund Installment (or the principal amount in the case of any Series of Bonds which mature on such Sinking Fund Installment date) of any Bonds so delivered, and (iv) the unsatisfied balance of such Sinking Fund Installment after giving effect to the delivery of such Bonds.

2. The Trustee shall, upon receipt of the notice required and in the manner provided in Article IV hereof, call for redemption on the date of each Sinking Fund Installment falling due prior to maturity such principal amount of Bonds of the Series and maturity entitled to such Sinking Fund Installment as is required to exhaust the unsatisfied balance of such Sinking Fund Installment.

**Section 511. Application of Moneys in the Rebate Fund.** (a) The Authority shall determine or shall cause to be determined the amounts necessary to equal the rebate requirement and shall cause the County to deposit such amount in the Rebate Fund and the Authority shall transfer or cause to be transferred by the Trustee at such times and to such Person as required by Section 148 of the Code an amount equal to the rebate requirement from the Rebate Fund. To the extent such amounts on deposit in the Rebate Fund are not sufficient to meet the rebate requirement, amounts shall be immediately paid by the County to the Trustee for deposit in the Rebate Fund.

Notwithstanding anything contained in this Bond Resolution to the contrary, neither the Authority nor the Trustee shall be responsible or liable for any loss, liability, or expense incurred to the extent incurred as a result of the failure of the County to fulfill its obligations with respect to the calculation and payment of the rebate requirement.

(b) The Trustee, as directed by an Authorized Authority Representative, shall apply or cause to be applied the amounts in the Rebate Fund at the times and in the amounts

required by Section 148 of the Code solely for the purpose of paying the United States in accordance with Section 148 of the Code.

(c) Moneys held in the Rebate Fund shall be invested and reinvested by the Trustee in Investment Securities defined in clause (a)(1) of such definition, as shall be directed by an Authorized Authority Representative, upon written direction of the County, that mature not later than such times as shall be necessary to provide moneys when needed for the payments to be made from such Fund. The interest earned on any moneys or investments in the Rebate Fund shall be retained in such Fund.

(d) Pursuant to the provisions of Section 603(4) hereof, investment earnings from the Revenue Fund and Operating Fund may be deposited in the Rebate Fund upon written direction of an Authorized Authority Representative, upon written direction of the County, to the Trustee.

**Section 512. Moneys Remaining in Funds and Accounts; Reimbursement of Fiduciary and Authority.** Except as set forth in Section 1302 hereof with respect to unclaimed funds, upon the final maturity of any Series of Bonds issued hereunder, any moneys remaining in the Funds and Accounts held under this Bond Resolution for such Series of Bonds shall be paid to each such Fiduciary (to the extent each such Fiduciary has incurred expenses which remain unpaid or unreimbursed, as the case may be) and the Authority (to the extent the Authority has incurred Authority Administrative Expenses which remain unpaid or unreimbursed, as the case may be), by the Trustee, free and clear of the lien and pledge of this Bond Resolution, to the extent required to reimburse such Fiduciary for such expenses and, thereafter, the balance therein (but not including unclaimed funds resulting from defeased bonds of any Series) shall be paid and shall belong to the County free and clear of the lien and pledge of this Bond Resolution.

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## ARTICLE VI

### DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

**Section 601. Depositories.** 1. All moneys deposited under the provisions of this Bond Resolution with the Trustee shall constitute trust funds and shall be held in trust and applied only in accordance with the provisions of this Bond Resolution, and each of the Funds and Accounts established by this Bond Resolution shall be a trust fund for the purpose thereof held for the benefit of the Authority and the County, as applicable. The Authority may deposit such moneys with the Trustee in trust for the Authority and the County.

2. Any Fiduciary shall be a bank or trust company organized under the laws of the State or any other state or a national banking association having capital stock, surplus and undivided earnings of \$100,000,000 or more 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 Bond Resolution. No moneys shall be deposited with any Fiduciary in any amount exceeding fifteen percent (15%) of the amount which an officer of such Fiduciary shall certify to the Authority as to the capital stock and surplus of such Fiduciary.

**Section 602. Deposits.** 1. All Revenues and moneys held by the Trustee or a Fiduciary under this Bond Resolution may be placed on demand or time deposit, if and as directed by the Authority, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary. All moneys held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department on demand or, if and to the extent directed by the Authority and acceptable to such Fiduciary, on time deposit, provided that such moneys on deposit be available for use at the time when needed.

2. All moneys held under this Bond Resolution by the Trustee or any Fiduciary shall be (a) either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by lodging with the Trustee or any Federal Reserve Bank, as custodian, as collateral security, such securities as are described in clauses (a)(1) and (2) of the definition of "Investment Securities" in Section 101 hereof having a market value at the time of deposit (exclusive of accrued interest) not less than the amount of such moneys, or (b) secured 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 Fiduciary (as the case may be) is located, regarding security for, or granting a preference in the case of, the deposit of trust funds; provided, however, that it shall not be necessary for the Fiduciaries 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 or Redemption Price of and interest on any Series of Bonds, or to give security for any moneys which shall be represented by Investment Securities purchased as an investment of such moneys.

3. All moneys deposited with the Trustee shall be credited to the particular Fund or Account to which such moneys belong and, except as provided with respect to the investment of moneys in Investment Securities in Section 603 hereof, the moneys credited to each particular Fund or Account shall be kept separate and apart from, and not commingled with,

any moneys credited to any other Fund or Account or any other moneys deposited with the Trustee.

**Section 603. Investment of Certain Funds.** 1. Moneys held in the Revenue Fund or the Debt Service Fund shall be invested and reinvested by the Trustee to the fullest extent practicable in its money market fund as defined in clause (a)(1) of the definition of "Investment Securities" in Section 101 hereof, which Investment Securities shall mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. Moneys held in the 2014 Account in the Acquisition Fund, the Debt Retirement Fund, the 2014 Account in the Proceeds Fund and the Operating Fund may be invested and reinvested in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. Moneys held in the Rebate Fund, if any, shall be invested and reinvested in accordance with the written instructions received from any Authorized Authority Representative, upon the written direction of the County. The Trustee shall make all such investments of moneys held by it in accordance with written instructions from time to time received from any Authorized Authority Representative, upon the written direction of the County. In making any investment in any Investment Securities with moneys in any Fund established under this Bond Resolution, the Authority, upon the written direction of the County, may instruct the Trustee, in writing, to combine such moneys in any other Fund, if permitted hereunder, but solely for purposes of making such investment in such Investment Securities.

2. All interest (net of that which represents a return of accrued interest paid in connection with the purchase of any investment and net of any losses suffered) earned or any gain realized on any moneys or investments in such Funds shall be transferred upon receipt to the 2014 Account in the Acquisition Fund and applied in accordance with the provisions of Section 506(3) hereof. The Trustee shall annually notify the County and the Authority, in writing, of such application of such interest and earnings in the 2014 Account in the Acquisition Fund. Interest earned on any moneys or investments in the 2014 Account in the Acquisition Fund shall be transferred to the Debt Service Fund.

3. In the absence of written investment direction from an Authorized Authority Representative, the Trustee may invest moneys which the Authority has failed to direct in money market funds as defined in clauses (a)(2) and (6) of the definition of "Investment Securities" in Section 101 hereof customarily invested in by the Trustee.

4. Notwithstanding anything herein to the contrary, the Authority, upon the written direction of the County, may direct the Trustee to deposit earnings from the Revenue Fund and Operating Fund into the Rebate Fund to pay any amounts required to be set aside for rebate to the Internal Revenue Service pursuant to the Code.

5. Nothing in this Bond Resolution shall prevent any Investment Securities acquired as investments of or security for funds held under this Bond Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

6. Nothing in this Bond Resolution shall preclude the Trustee from investing or reinvesting moneys through its bond department; provided, however, that the Authority, upon

the written direction of the County, may, in its discretion, direct that such moneys be invested or reinvested in a manner other than through such bond department.

**Section 604. Valuation and Sale of Investments.** Obligations purchased as an investment of moneys in any Fund or Account created under the provisions of this Bond Resolution shall be deemed at all times to be a part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account, and any loss resulting from the liquidation of such investment shall be charged to the respective Fund or Account.

In computing the amount in any Fund or Account created under the provisions of this Bond Resolution for any purpose provided in this Bond Resolution, obligations purchased as an investment of moneys therein shall be valued at the lesser of cost or market value thereof. The accrued interest paid in connection with the purchase of any obligation shall be included in the value thereof until interest on such obligation is paid. Such valuation shall be determined on a monthly basis on the basis of monthly statements produced by the Trustee.

Except as otherwise provided in this Bond Resolution, the Trustee shall sell at the best price reasonably obtainable or present for redemption or transfer as provided in the next sentence any obligation so purchased as an investment whenever either shall be requested, in writing, by an Authorized Authority Representative to do so or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund or Account held by it. In lieu of such sale or presentment for redemption, the Trustee may, in making the payment or transfer from any Fund or Account mentioned in the preceding sentence, transfer such investment obligations or coupons for interest appertaining thereto if such investment obligations or coupons shall mature or be collectable at or prior to the time the proceeds thereof shall be needed.

Neither the Authority nor the Trustee shall not be liable or responsible for any loss resulting from any such investment, sale or presentation for investment made in the manner provided herein.

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## ARTICLE VII

### LOAN TO THE COUNTY

**Section 701. Terms and Conditions for Loan.** The Authority shall loan the proceeds of the Bonds (including the Series 2014 Bonds) to the County and shall enter into the Loan Agreement in the manner, on the terms and conditions and upon submission of the documents required by this Article VII.

**Section 702. Form of Loan Agreement.** The Loan Agreement shall be in such form as an Authorized Authority Representative determines, with such changes therein as shall be approved by the Authority, as conclusively evidenced by the execution thereof by an Authorized Authority Representative, provided, however, that the Loan Agreement shall in any event conform in all material respects to the provisions of this Bond Resolution.

**Section 703. Delivery of Documents in Connection With the Loan Agreement.** Prior to or at the execution and delivery of the Loan Agreement and the closing of a Series of Bonds, the Authority and the Trustee shall have received the following documents:

- (i) an opinion of County Counsel and/or County Bond Counsel to the effect that the Loan Agreement was duly authorized by the County and is a direct and general obligation of the County, payable, unless paid from some other source, from the levy of *ad valorem* taxes upon all taxable property within the jurisdiction of the County, without limitation as to rate or amount;
- (ii) counterparts of the Loan Agreement executed by the County;
- (iii) certified copies of the authorization proceedings for the Loan Ordinance adopted by the County;
- (iv) a copy of the Guaranty and certified copies of the authorization proceedings for the Guaranty adopted by the County; and
- (v) such other certificates, documents, opinions and information as the Authority and Bond Counsel may reasonably require in connection with the execution, delivery and implementation of the Loan Agreement and the issuance of such Series of Bonds.

All opinions and certificates required under this Section 703 shall be dated the closing date of such Series of Bonds and all such opinions shall be addressed to the Authority, the County, the underwriter (or, in the case of the Series 2014 Bonds, the Underwriter) and the Trustee.

**Section 704. Default Under the Loan Agreement.** The Trustee shall, by 4:00 p.m. on the first Business Day after a Loan Payment Date, immediately notify the Authority and the Authorized County Representative of the Trustee's failure to receive a Loan Payment

from the County and of any other event of default under the Loan Agreement known to the Trustee pursuant to the terms hereof.

Notwithstanding the above, the failure of the Trustee to receive any Loan Payment from the County on any Loan Payment Date shall not cause an Event of Default for the purposes of Article IX of this Bond Resolution or the acceleration of any of the Bonds then Outstanding.

In the event of a default in the Loan Payments due and owing to the Authority by the County under the Loan Agreement, the County shall be unconditionally obligated to pay such sum of money due and owing to the Trustee pursuant to the Guaranty so as not to cause an Event of Default under Section 901(i) or (ii) hereof and an acceleration of the Bonds.

**Section 705. The Trustee's Obligations.** Subject to the provisions of Section 1003 hereof, the Trustee shall diligently enforce, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all terms and conditions of the Loan Agreement including, without limitation, the prompt payment of all Loan Payments and Authority Administrative Expenses, and all other amounts due to the Trustee thereunder, and the observance and performance of all duties, covenants, obligations and agreements thereunder.

The Trustee shall not release the duties, covenants, obligations or agreements of the County under the Loan Agreement and shall at all times, to the extent permitted by State law, defend, enforce, preserve and protect the rights and privileges of the Authority and the Holders under or with respect to the same; provided, however, that this provision shall not be construed to prevent the Trustee (with the written consent of the Authority) from settling a default under the Loan Agreement on such terms as the Trustee shall determine to be in the best interests of the Authority and the Holders. The Authority hereby appoints the Trustee its agent and attorney-in-fact for purposes of enforcing all rights, title and interests of the Authority under the Loan Agreement, subject to the provisions of this Section 705.

**Section 706. Termination of the Loan Agreement.** Upon the payment in full by the County of all amounts due under the Loan Agreement, the Trustee shall, at the written direction of the Authority, undertake such actions as shall be required to effectuate the termination provisions of the Loan Agreement including, without limitation, the execution of all relevant documents in connection with such actions.

**Section 707. Files.** After the execution and delivery of the Loan Agreement, the Trustee shall retain all the documents received by it pursuant to this Article VII in connection therewith in a file pertaining to the Loan Agreement, to which file the Trustee shall from time to time add all records and other documents pertaining to Loan Payments and other amounts received by the Trustee under the Loan Agreement and all communications from or received by the Trustee with respect to the Loan Agreement and the County. Such file shall be kept at the principal corporate trust office of the Trustee and shall be available for inspection by the Authority and the County at reasonable times and under reasonable circumstances.

**Section 708. Insufficiency of or Failure to Make Loan Payments; Payment Under Guaranty.** (a) The Loan Agreement shall provide that the County shall pay on each Loan Payment Date during the Bond Year, Loan Payments which, together with other moneys on deposit in the Debt Service Fund, will equal the Debt Service Requirement on the

Outstanding Bonds on the next succeeding Interest Payment Date or Principal Installment Date, as applicable, during each Bond Year. The Loan Payments due under the Loan Agreement shall be on deposit in the Revenue Fund not later than the Loan Payment Date.

(b) In accordance with Section 508 hereof and subject to and after application of the provisions of Section 509 hereof, in the event the County has failed to make a Loan Payment on any Loan Payment Date so that the amounts so received by the Trustee and on deposit in the Debt Service Fund are insufficient to meet the Debt Service Requirement on the Outstanding Bonds due on the next ensuing Interest Payment Date or Principal Installment Date, as applicable, the Trustee shall notify the Authority and the Authorized County Representative, in writing by facsimile transmission in accordance with Section 1312 hereof, of such deficiency in accordance with the provisions of Section 508(1) hereof. Notwithstanding the above, failure of the Trustee to give the notices required under Sections 508(1), 704 and 708 hereof or any defect in the notice to the County shall not relieve the County of its obligations under the Guaranty and the Loan Agreement.

(c) Pursuant to the terms of the Guaranty, the County shall take all actions necessary and permitted by law, which actions may include *ex parte* actions, to make payment of an amount equal to the Loan Payment deficiency owed by the County, which amount, when added to available amounts on deposit in the Debt Service Fund, shall be sufficient to pay the principal of and interest on the Outstanding Bonds due on the next ensuing Interest Payment Date or Principal Installment Date, as applicable.

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## ARTICLE VIII

### PARTICULAR COVENANTS OF THE AUTHORITY

The Authority covenants and agrees with the Trustee and the Bondholders as follows:

**Section 801. Payment of Bonds.** The Authority shall duly and punctually pay or cause to be paid, but solely from the Pledged Property, the principal or Redemption Price of every Bond and the interest thereon, at the dates and places and in the manner provided in the Bonds, according to the true intent and meaning thereof.

**Section 802. Extension of Payment of Bonds.** The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default under this Bond Resolution, to the benefit of this Bond Resolution or to any payment out of Revenues or Funds established by this Bond Resolution, including the investment thereof, pledged under this Bond Resolution or the moneys (except moneys held in trust for the payment of particular Bonds or claims for interest pursuant to this Bond Resolution) held by the Fiduciaries, except subject to the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the Authority to issue Refunding Bonds pursuant to Section 205 hereof and such issuance shall not be deemed to constitute an extension of maturity of the Bonds to be refunded.

**Section 803. Offices for Servicing Bonds.** The Authority shall at all times maintain one or more agencies in the State, and may maintain one or more such agencies in any other state or states, where Bonds may be presented for payment. The Authority hereby appoints the Trustee, as a Bond Registrar, and the Authority shall at all times maintain one or more agencies where Bonds may be presented for registration or transfer and where notices, demands and other documents may be served upon the Authority in respect of the Bonds or of this Bond Resolution, and the Trustee shall continuously maintain or make arrangements to provide such services.

**Section 804. Further Assurance.** At any and all times the Authority shall, as far as it may be authorized by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Revenues and other moneys, securities and Funds hereby pledged, or intended so to be, or which the Authority may become bound to pledge to the payment of the principal or Redemption Price of and interest on the Bonds, including any Series thereof.

**Section 805. Power to Issue Bonds and Pledge Pledged Property.** The Authority is duly authorized under all applicable State laws to create and issue the Bonds, to adopt this Bond Resolution and to pledge the Pledged Property purported to be subjected to the

lien of this Bond Resolution in the manner and to the extent provided in this Bond Resolution. Except to the extent otherwise provided in this Bond Resolution, the Pledged Property so pledged is and will be free and clear of any other pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment created by this Bond Resolution, and all action on the part of the Authority to that end has been and will be duly and validly taken. The Bonds and the provisions of this Bond Resolution are and will be the valid and legally binding special and limited obligations of the Authority. The Authority shall at all times, to the extent permitted by State law, defend, preserve and protect the pledge of the Pledged Property under this Bond Resolution and all the rights of the Bondholders under this Bond Resolution against all claims and demands of all Persons whomsoever.

**Section 806. Creation of Liens.** The Authority shall not issue any bonds, notes, debentures or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the Pledged Property held or set aside by the Authority or by Fiduciaries under this Bond Resolution, and shall not create or cause to be created any lien or charge on the Pledged Property; provided, however, that nothing contained in this Bond Resolution shall prevent the Authority from issuing, if and to the extent permitted by law, evidences of indebtedness payable out of or secured by a pledge and assignment of the Pledged Property on and after such date as the pledge of the Pledged Property provided in this Bond Resolution shall be discharged and satisfied as provided in Article XIII hereof.

**Section 807. Accounts and Reports.** 1. The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in accordance with generally accepted accounting principles in which complete and correct entries shall be made of its transactions relating to the amount of Revenues and the application thereof, the expenditure of moneys for the 2014 Project and each Fund or Account established under this Bond Resolution. All books and papers of the Authority shall, subject to the terms thereof, at all times, upon prior reasonable written notice to the Authority, during regular business hours, be subject to the inspection of the Trustee, the County and the Holders of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

2. The Trustee or any Fiduciary shall advise the Authority as soon as practicable after the end of each Month of the respective transactions during such Month relating to each Fund or Account held by it under this Bond Resolution.

3. The Authority shall cause its books and accounts, including annual balance sheets and statements of income and surplus, to be audited annually by an accountant within one hundred twenty (120) days after the close of its Fiscal Year, and file or cause to be filed with the Trustee, and otherwise as provided by law, a copy of the reports of such audits to the Trustee, including statements in reasonable detail, accompanied by an Accountant's Certificate, of financial condition, of all funds held by the Trustee and the security therefor and of the Revenues collected. Such Accountant's Certificate shall also state whether or not, to the best of the knowledge and belief of the signer, the Authority is in default with respect to any of the covenants, agreements or conditions on its part contained in this Bond Resolution, and if so, the nature of such default.

4. The Authority shall file or cause to be filed with the Trustee (a) forthwith upon becoming aware of any Event of Default or default in the performance by the Authority of



any covenant, agreement or condition contained in this Bond Resolution, a certificate signed by an Authorized Authority Representative and specifying such Event of Default or default and (b) within ninety (90) days after the end of each Fiscal Year, a certificate signed by an appropriate Authorized Authority Representative stating whether, to the best of his knowledge and belief, the Authority has kept, observed, performed and fulfilled its covenants and obligations contained in this Bond Resolution and that there does not exist at the date of such certificate any default by the Authority under this Bond Resolution or any Event of Default or other event which, with the lapse of time specified in Section 901, would become an Event of Default, or, if any such default or Event of Default or other event shall so exist, specifying the same and the nature and status thereof.

5. The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of this Bond Resolution shall be available for the inspection of the Bondholders at the principal corporate trust office of the Trustee, who shall file a written request therefor with the Authority. The Authority may charge or cause to be charged each Bondholder requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

**Section 808. Payment of Taxes and Charges.** The Authority will from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or required payments in lieu thereof, lawfully imposed upon the properties of the Authority or upon the rights, revenues, income, receipts and other moneys, securities and funds of the Authority when the same shall become due (including all rights, moneys and other property transferred, assigned or pledged under this Bond Resolution), and all lawful claims for labor and material and supplies, except those taxes, assessments, charges or claims which the Authority shall in good faith contest by proper legal proceedings if the Authority shall in all such cases have set aside on its books reserves deemed adequate with respect thereto.

**Section 809. The Loan Agreement.** The Authority shall collect or cause to be collected and forthwith cause to be deposited in the Revenue Fund held by the Trustee all amounts, if any, payable to it by the County pursuant to the Loan Agreement. The Authority shall provide the Trustee with a certified copy of all requests for annual Authority Administrative Expenses under the Loan Agreement. The Authority shall enforce or cause to be enforced all of the provisions of the Loan Agreement. The Authority will not consent or agree to or permit any amendment, change or modification to the Loan Agreement except in accordance with the provisions of Section 815 hereof. Copies of the Loan Agreement certified by an Authorized Authority Representative shall be filed with the Trustee, and copies of any such amendment thereto certified by an Authorized Authority Representative shall be filed with the Trustee.

**Section 810. Power to Determine and Collect Loan Payments.** The Authority has, and will have as long as Bonds are Outstanding hereunder, good right and lawful power to establish and collect or cause to be established and collected the Loan Payments from the County.

**Section 811. Loan Payments.** Prior to the execution of the Loan Agreement, and in each and every Fiscal Year during which Bonds are Outstanding, the Authority shall at all times establish and collect or cause to be established and collected Loan Payments from the County, as shall be required to provide Revenues at least sufficient, together with other available funds, for the payment of the sum of:

(a) an amount equal to the Debt Service on the Outstanding Bonds for such Fiscal Year; and

(b) all other charges or liens whatsoever payable out of Revenues during such Fiscal Year.

**Section 812. Reserved.**

**Section 813. Reserved.**

**Section 814. Reserved.** The Proceeds of any insurance, including the Proceeds of any condemnation award paid on account of any damage or destruction to the Redevelopment Project or any portion thereof (other than any business interruption loss insurance) shall be applied as set forth in Sections 7.05, 7.06 and 7.07 of the Loan Agreement and Sections 503(5), 506(2) and 507(2) hereof.

**Section 815. Enforcement of Loan Agreement; Amendments.** The Authority shall enforce the provisions of the Loan Agreement and shall duly perform its covenants and agreements thereunder, as applicable, for the benefit of the Trustee and the Bondholders. The Loan Agreement may not be amended, changed, modified, altered or terminated so as to adversely affect the interests of the Holders of any Outstanding Bonds without the prior written consent of (a) (i) the Holders of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding, or (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modifications or amendments, the Holders of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds of each Series so affected then Outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 815; provided, further, that no such amendment, change, modification, alteration or termination will reduce the percentage of the aggregate principal amount of Outstanding Bonds the consent of the Holders of which is a requirement for any such amendment, change, modification, alteration or termination, or decrease the amount of any payment required to be made under the Loan Agreement or extend the time of payment thereof. The Loan Agreement may be amended, changed, modified or altered without the consent of the Holders of Outstanding Bonds to provide necessary changes in connection with the issuance of Refunding Bonds, to cure any ambiguity therein, to correct or supplement any provisions contained in the Loan Agreement which may be defective or inconsistent with any other provisions contained in the Loan Agreement or to provide other changes which will not adversely affect the interest of such Holders. Subsequent to the execution by the Authority and the County of any amendment to the Loan Agreement, a copy thereof certified by an Authorized Authority Representative shall be filed with the Trustee.

**Section 816. Additional Covenants With Respect to the Loan Agreement.**

So long as any Bonds or any Series thereof shall be Outstanding, the Authority will, at all times:

(1) comply with the obligations on the part of the Authority contained in the Loan Agreement (or any amendment thereto) and require the County to comply with its obligation to make Loan Payments thereunder and to pay all other amounts payable under the Loan Agreement (or any amendment thereto) as the same shall become due and payable; and

(2) promptly take all actions or proceedings necessary or required to compel compliance by such other parties to the Loan Agreement (or any amendment thereto) with respect to the obligations contained therein.

**Section 817. Enforcement of Guaranty.**

The Authority shall undertake all actions necessary so as to entitle it to collect payments from the County, if necessary, in accordance with the terms of the Act and the terms of the Guaranty. The Authority shall not release or modify the obligations of the County under the terms of the Guaranty in any manner which would adversely affect the County's obligation to make payments thereunder. The Authority shall take all reasonable measures which are permitted by the Act or otherwise by law, to enforce prompt payment to the Trustee of all amounts due under the Guaranty, and shall at all times, to the extent permitted by the Act or otherwise by law, defend, enforce, preserve and protect the rights, benefits and privileges of the Authority and of the Bondholders under or with respect to the Guaranty.

**Section 818. General.**

1. Upon the date of authentication and delivery of any Series of Bonds, all conditions, acts and things required by law and this Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds, shall exist, have happened and have been performed and the issue of such Series of Bonds, together with all other indebtedness of the Authority, shall comply in all respects with the applicable laws of the State.

2. The Authority shall at all times maintain its existence and 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, this Bond Resolution and the Loan Agreement, including the exercise of its remedies thereunder.

**Section 819. Federal Tax Covenants.**

The Authority hereby covenants not to take or omit to take any action so as to cause interest on any Series of Tax-Exempt Obligations to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, throughout the term of such Tax-Exempt Obligations. The Authority further covenants that it will make no investments or other use of the proceeds of any Tax-Exempt Obligations which would cause such Tax-Exempt Obligations to be "arbitrage bonds" (as defined in Section 148 of the Code). The Authority further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable. The Authority further covenants not to cause any of the Series 2014 Bonds issued as Tax-Exempt Obligations and any

additional Series of Tax-Exempt Obligations to become "private activity bonds" (within the meaning of Section 141 of the Code).

**Section 820. Secondary Market Disclosure.** The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Bonds and the Authority will not provide any such information. Further, the Authority shall have no liability to the Holders of the Bonds or any other Person with respect thereto. The Authority has required the County in the Loan Agreement, as an Obligated Person (as defined under the hereinafter defined Rule), to covenant and agree that it will undertake all responsibilities for compliance with secondary market disclosure requirements pursuant to Rule 15c2-12(b) ("Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as described in the Continuing Disclosure Agreement ("Continuing Disclosure Agreement") to be executed by and between the County and the Trustee, acting as dissemination agent. Notwithstanding any other provision of this Bond Resolution, the failure of the County to comply with the provisions of the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder and the Beneficial Owners of the Bonds (as defined in the Continuing Disclosure Agreement) may take such actions as set forth in the Continuing Disclosure Agreement as may be necessary and appropriate to cause the County to comply with its obligations set forth in the Continuing Disclosure Agreement.

**Section 821. Financing Statements.** The Authority hereby authorizes the Trustee to prepare and file such financing statements relating to this Bond Resolution (including, but not limited to, the financing statements with respect to the Series 2014 Bonds) and other documents, and to take such other actions as may be required by law in order to create, perfect and continue the security interest provided for under the State Uniform Commercial Code or other applicable laws of the State or under other state or federal law. The Trustee shall perform or shall cause to be performed any acts, and execute and cause to be executed any and all further instruments as may be required by law or as shall be reasonably requested for the protection of the interests of the Trustee and the Bondholders, and shall furnish satisfactory evidence to the Authority of recording, registering, filing and refileing of such instrument and of every additional instrument which shall be necessary to preserve the lien and security interest of this Bond Resolution upon the Pledged Property or any part thereof until the principal of and interest on the Bonds secured hereby shall have been paid. The Trustee shall file at such time or times and in such place or places as the Trustee may be advised by an opinion of counsel will preserve the lien and security interest of this Bond Resolution upon the Pledged Property or any part thereof until the aforesaid principal and interest shall have been paid.

**Section 822. Survival of 2003 Note Resolution Covenants.** Notwithstanding anything else to the contrary contained in the 2003 Note Resolution, if the Authority shall pay or cause to be paid, or there shall otherwise be paid pursuant to the provisions of Article XII of the 2003 Note Resolution, to or for the account of the holders of all Series 2013 Notes the principal, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated in the Series 2013 Notes and in the 2003 Note Resolution prior to payment in full of the Series 2013 Notes or any bonds or notes issued to refinance the Series 2013 Notes, then all of the covenants, agreements and other obligations of the Authority set forth in the 2003 Note Resolution with respect to the Series 2013 Notes including, but not limited to, Article VIII thereof, shall survive and shall be incorporated herein by reference without further amendment or supplementation of this Bond Resolution or the Loan Agreement.

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## ARTICLE IX

### REMEDIES OF BONDHOLDERS

**Section 901. Events of Default.** The following events shall constitute an Event of Default under this Bond Resolution:

(i) if default shall be made by the Authority in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption, or otherwise, as applicable; or

(ii) if default shall be made by the Authority in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment therefor, when and as such interest installment or Sinking Fund Installment shall become due and payable; or

(iii) if default shall be made in the due and punctual payment of the redemption premium of any Bond when and as the same shall become due and payable; or

(iv) if default shall be made by the County pursuant to the Guaranty in the due and punctual payment of principal of and interest on the Bonds when such payment shall become due and payable, not less than two (2) Business Days before any Interest Payment Date and Principal Installment Date, as applicable, and such default is not cured by the County by such Interest Payment Date and Principal Installment Date, as applicable; or

(v) the entering of an order or decree appointing a receiver with the consent or acquiescence of the County or the entering of such order or decree without the acquiescence or consent of the County if it shall not be vacated, discharged or stayed within sixty (60) days after its entry; or

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

(vii) if default shall be made by the Authority in the performance or observance of any other of the covenants, agreements or conditions on its part in this Bond Resolution or in the Bonds contained, and such default shall continue for a period of sixty (60) days and the Authority shall have failed to commence to cure such default within such sixty (60) day period after written notice thereof to the Authority by the Trustee or to the Authority and to the Trustee by the Holders of not less than fifty-one percent (51%) in principal amount of the Bonds Outstanding; or

(viii) if the Authority shall commence a voluntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or shall authorize, apply for or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official of its properties and/or its rents, fees, charges or other revenues therefrom, or shall make any general assignment for the benefit of creditors, or shall make a written declaration or admission to the effect that it is unable to meet its debts as such debts mature, or shall authorize or take any action in furtherance of any of the foregoing; or

(ix) if a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Authority in an involuntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Authority, of its properties and/or the rents, fees, charges or other revenues therefor, or a decree or order for the dissolution, liquidation or winding up of the Authority and its affairs or a decree or order finding or determining that the Authority is unable to meet its debts as such debts mature, and any such decree or order shall remain unstayed and in effect for a period of sixty (60) consecutive days;

then, in each and every case so long as such Event of Default shall not have been remedied, unless the principal of all the Bonds shall have already become due and payable, (a) upon the occurrence of an Event of Default identified in clauses (i), (ii) and (iii) of this Section 901 and if the Guaranty is in full force and effect and no Event of Default under clause (iv) of this Section 901 has occurred or upon the occurrence of any Event of Default contained in this Section 901 and the Guaranty is no longer in full force and effect, either the Trustee may (by notice, in writing, to the Authority), or, upon receipt of direction, in writing, from the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding (by notice, in writing, to the Authority and the Trustee), the Trustee shall, declare the principal of all Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, anything in this Bond Resolution or in any of the Bonds to the contrary notwithstanding, or (b) upon the occurrence of an Event of Default identified in clauses (v), (vi), (vii), (viii) or (ix) of this Section 901 and the Guaranty is in full force and effect and the County is not in default

thereunder, the Trustee shall, if so directed in writing by the Holders of not less than fifty-one percent (51%) in aggregate principal amount of Bonds then Outstanding, declare the principal of all Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Bond Resolution or in any of the Bonds contained to the contrary notwithstanding.

The right of the Trustee or of the Holders of not less than fifty-one percent (51%) in principal amount of the Bonds Outstanding to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of interest upon the Bonds, together with the reasonable and proper fees, charges, expenses and liabilities of the Trustee and all other sums then payable by the Authority and the County under this Bond Resolution (except the principal of, and interest accrued since the next preceding Interest Payment Date on the Bonds due and payable solely by virtue of such declaration) 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 the Bonds or under this Bond Resolution (other than the payment of principal and interest due and payable solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Holders of fifty-one percent (51%) in principal amount of the Bonds Outstanding, by written notice to the Authority and the Trustee, may rescind such declaration and annul such default in its entirety or if the Trustee shall have acted itself, and if there shall not have been theretofore delivered to the Trustee written direction to the contrary by the Holders of fifty-one percent (51%) in principal amount of the Bonds Outstanding, then any such declaration shall *ipso facto* be deemed to be rescinded and any such default shall *ipso facto* be deemed to be annulled, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

**Section 902. Accounting and Examination of Records After Default. 1.**

The Authority covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Authority shall at all times be subject to the inspection and use of the Trustee and of their agents and attorneys.

2. The Authority covenants that if an Event of Default shall have happened and shall not have been remedied, the Authority, upon demand of the Trustee 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 Bond Resolution for such period as shall be stated in such demand.

**Section 903. Application of Pledged Property After Default. 1.**

The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, upon the demand of the Trustee, shall pay over or cause to be paid over to the Trustee or its agent in trust (a) forthwith, all Pledged Property then held by the Authority under this Bond Resolution, and (b) all Revenues, if any, which are not paid directly to the Trustee as promptly as practicable after receipt thereof.

2. During the continuance of an Event of Default, the Trustee shall apply the Pledged Property, including all moneys, securities, funds and Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX together with



all funds held by the Trustee in any Funds or Accounts under this Bond Resolution as follows and in the following order:

(i) Expenses of Fiduciaries -- to the payment of the reasonable and proper fees (including reasonable attorneys' fees), charges, expenses and liabilities of the Fiduciaries;

(ii) Principal and Interest -- to the payment of the interest and principal then due on the Bonds, as follows:

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

First: Interest -- 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: Principal -- To the payment to the Persons entitled thereto of the unpaid principal of any Bonds which shall have become due in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds of any Series due on any 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 Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

3. Whenever all overdue installments of all Bonds, together with the reasonable and proper charges, fees (including reasonable attorneys' fees), expenses and liabilities of the Trustee, and all other sums payable by the Authority under this Bond Resolution, including the principal of and accrued unpaid interest on all Bonds 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 Bond Resolution or the Bonds 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 and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Bond Resolution 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 Bond Resolution. No such payment over to the Authority by the Trustee nor such restoration of the Authority and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Bond Resolution or impair any right consequent thereon.

**Section 904. Proceedings Brought by Trustee.** 1. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than fifty-one percent (51%) in principal amount of the Bonds Outstanding so in default shall proceed, to protect and enforce its rights and the rights of the Holders of the Bonds so in default under this Bond Resolution forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Authority as if the Authority were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Bond Resolution.

2. All rights of action under this Bond Resolution may be enforced by the Trustee without the possession of any of the Bonds so in default or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

3. The Holders of fifty-one percent (51%) in principal amount of the Bonds so in default at the time Outstanding may 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.

4. Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Bond Resolution, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Bond Resolution and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

5. Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of fifty-one percent (51%) in principal amount of the Bonds so in default then Outstanding and furnished with adequate security and indemnity satisfactory to the Trustee, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

**Section 905. Restrictions on Bondholder's Action.** 1. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Bond Resolution or the execution of any trust under this Bond Resolution or for any remedy under this Bond Resolution, unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article IX, and the Holders of at least fifty-one percent (51%) in principal amount of the Bonds so in default then Outstanding shall have filed a written request with the Trustee and shall have offered it reasonable opportunity either to exercise the powers granted in this Bond Resolution or by the Act or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Holders shall have offered to the Trustee adequate security and indemnity satisfactory to the Trustee against the costs, fees (including reasonable attorneys' fees), expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of thirty (30) days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Bond Resolution, or to enforce any right under this Bond Resolution, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Bond Resolution shall be instituted, had and maintained in the manner provided in this Bond Resolution and for the equal benefit of all Holders of the Outstanding Bonds, subject only to the provisions of Section 902 hereof.

2. Nothing contained in this Bond Resolution or in the Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed, the principal of (and redemption premium, if any) and interest on the Bonds to the Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

**Section 906. Remedies Not Exclusive.** No remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bond Resolution or existing at law or in equity or by statute on or after the date of execution and delivery of this Bond Resolution.

**Section 907. Effect of Waiver and Other Circumstances.** 1. No delay or omission of the Trustee or any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Article IX to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

2. Prior to the declaration of maturity of the Bonds as provided in Section 901 hereof, the Holders of fifty-one percent (51%) in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds so in default waive any past default under this Bond Resolution and its consequences, except a default in the payment of interest on or principal of or redemption premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

**Section 908. Notice of Default.** The Trustee shall promptly mail written notice of the occurrence of any Event of Default of which the Trustee has actual knowledge to each Registered Owner of Bonds so in default then Outstanding at his address, if any, appearing upon the registry books of the Authority. The Trustee shall also give prompt notice of the occurrence of an Event of Default of which the Trustee has actual knowledge to the Authority and the Paying Agent. For purposes of this Section 908, the Trustee will be deemed to have actual knowledge only if an officer of the corporate trust department of the Trustee has actual first-hand knowledge thereof. The Trustee shall be deemed to have actual knowledge of any payment default if the Trustee shall not have received payment on the date on which such payment was due.

**Section 909. Notice to Trustee to Exercise Remedies Under the Loan Agreement.** The Authority covenants that if an Event of Default under the Loan Agreement shall occur and be continuing, it will not exercise any of such remedies set forth in the Loan Agreement without written consent of the Trustee thereto, which consent shall not be unreasonably withheld.

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## ARTICLE X

### CONCERNING THE FIDUCIARIES

**Section 1001. Trustee; Appointment and Acceptance of Duties.** TD Bank, National Association, Cherry Hill, New Jersey is hereby appointed Trustee under this Bond Resolution. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering to the Authority a written acceptance thereof, and by executing such acceptance the Trustee shall be deemed to have accepted such duties and obligations with respect to all the Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in this Bond Resolution.

**Section 1002. Paying Agents; Appointment and Acceptance of Duties; Bond Registrar.** 1. The Authority shall appoint one or more Paying Agents for the Bonds, and may at any time or from time to time appoint one or more other Paying Agents. All Paying Agents appointed shall have the qualifications set forth in Section 1013 hereof for a successor Paying Agent. The Trustee is hereby appointed a Paying Agent.

2. Unless otherwise provided, the principal corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the Authority for the payment of the interest on and principal or Redemption Price of the Bonds.

3. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering to the Authority and to the Trustee a written acceptance thereof. No Paying Agent shall be liable for the acts or omissions of any other Paying Agent.

4. The Authority shall appoint a Bond Registrar, which shall be the Trustee. The Bond Registrar shall have the duties and the responsibilities provided in this Bond Resolution. The Bond Registrar shall accept the responsibilities of a Bond Registrar hereunder with respect to all Bonds by executing a certificate to be delivered to the Trustee and the Authority.

**Section 1003. Responsibilities of Fiduciaries.** 1. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Bond Resolution or of any Bonds issued hereunder or as to the security afforded by this Bond Resolution, and no Fiduciary shall incur any liability in respect thereof. The Trustee or Bond Registrar shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid by such Fiduciary in accordance with the provisions of this Bond Resolution to the Authority or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Subject to the provisions of subsection (2) of this Section 1003, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

2. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Bond Resolution. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by this Bond Resolution, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provision of this Bond Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 1003 and Section 1004 hereof.

**Section 1004. Evidence on Which Fiduciaries May Act.** 1. Each Fiduciary, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Bond Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Bond Resolution and shall be protected in acting upon any such instrument believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Bond Resolution in good faith and in accordance therewith.

2. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Bond Resolution, such matter (unless other evidence in respect hereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Bond Resolution upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

3. Except as otherwise expressly provided in this Bond Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Authority to any Fiduciary shall be sufficiently executed in the name of the Authority when signed by an Authorized Authority Representative, or in the name of the County by an Authorized County Representative.

**Section 1005. Compensation.** The Authority shall pay or cause to be paid to each Fiduciary from time to time reasonable compensation for all services rendered under this Bond Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements including, without limitation, those of its attorneys, agents and employees incurred in and about the performance of their powers and duties under this Bond Resolution, in accordance with the agreements made from time to time between the Authority and the Fiduciary and, subject to the rights of Bondholders hereunder, the Trustee and each Paying Agent shall have a lien therefor on any and all Funds at any time held by it under this Bond Resolution. Subject to the provisions of Section 1003 hereof and to the extent permitted by law, the Authority further agrees to indemnify and save each Fiduciary harmless against any losses, liabilities, expenses and fees which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to such Fiduciary's negligence or willful misconduct.

The provisions of this Section 1005 shall survive the payment of the Bonds pursuant to Section 1301 hereof.

**Section 1006. Certain Permitted Acts.** Any Fiduciary, individually or otherwise, may become the Owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Bond Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding. To the extent permitted by law, any Fiduciary may provide banking, financial and similar services to the Authority.

**Section 1007. Resignation of Trustee.** The Trustee may at any time resign and be discharged of the duties created by this Bond Resolution by giving not less than sixty (60) days' prior written notice thereof to the Authority and the County, and mailing notice thereof to the Holders of Bonds then Outstanding, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless (i) previously a successor shall have been appointed by the Authority, the County or the Bondholders as provided in Section 1009 hereof, in which event such resignation shall take effect immediately on the appointment of such successor, or (ii) a successor shall not have been appointed by the Authority, the County or the Bondholders as provided in Section 1009 hereof on such date, in which event such resignation shall not take effect until a successor is appointed.

**Section 1008. Removal of the Trustee.** The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments, in writing, filed with the Trustee, and signed by the Holders of fifty-one percent (51%) in principal amount of the Bonds then Outstanding, or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority upon not less than sixty (60) days' written notice to the Trustee, the Authority and the County, and in the case of any removal by the Authority or the County as set forth below, to the Holders of the Bonds, and which notice shall specify the date when such removal takes effect. So long as no Event of Default or an event which, with notice or passage of time, or both, would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for reasonable cause (including but not limited to an increase in fees or a failure to competently perform its duties hereunder) by a resolution of the Authority or the County filed with the Trustee upon notice as aforesaid.

**Section 1009. Appointment of Successor Trustee.** 1. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor Trustee may be appointed by the Authority or the County by a duly executed written instrument signed by an Authorized Authority Representative, but if the Authority or the County does not appoint a successor Trustee within sixty (60) days after written notice thereof to the Authority, then by the Holders of fifty-one percent (51%) in principal amount of the Bonds, then Outstanding, excluding any Bonds held by or for the account of the Authority, by an instrument or concurrent instruments, in writing, signed and acknowledged by such Bondholders or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Authority and the

predecessor Trustee. After such appointment of a successor Trustee, the Authority shall mail notice of any such appointment by it or by the Bondholders to the Registered Owners of the Bonds then Outstanding and to Moody's, S&P and Fitch, if the Bonds are then rated by such rating agency or agencies.

2. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 1009 within forty-five (45) days after the Trustee shall have given to the Authority and the County written notice as provided in Section 1007 hereof or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, removal, or for any other reason whatsoever, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

3. Any Trustee appointed under the provisions of this Section 1009 in succession to the Trustee shall be a bank or trust company organized under the laws of any state or a national banking association and shall have capital stock, surplus and undivided earnings aggregating at least \$100,000,000 if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Bond Resolution.

**Section 1010. Transfer of Rights and Property to Successor Trustee.** Any successor Trustee appointed under this Bond Resolution shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority and the County, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Authority or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any properties, rights, interests and estates held by it under this Bond Resolution, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Trustee shall promptly notify the Paying Agent(s) and Bond Registrar of its appointment as Trustee.

**Section 1011. Merger or Consolidation.** Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Bond Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.



**Section 1012. Adoption of Authentication.** In case any of the Bonds contemplated to be issued under this Bond Resolution shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds 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 in said Bonds or in this Bond Resolution provided that the certificate of the Trustee shall have.

**Section 1013. Resignation or Removal of Paying Agent or Bond Registrar and Appointment of Successor.** 1. Any Paying Agent or Bond Registrar may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least sixty (60) days' prior written notice thereof to the Authority, the County, the Trustee and the Paying Agent or Bond Registrar, as applicable. Any Paying Agent or Bond Registrar may be removed by the Authority at any time by an instrument filed with such Paying Agent or Bond Registrar and the Trustee and signed by an Authorized Authority Representative. Any successor Paying Agent or Bond Registrar shall be appointed by the Authority with the approval of the Trustee and shall be a commercial bank or trust company organized under the laws of any state of the United States or a national banking association having capital stock, surplus and undivided earnings aggregating at least \$100,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Bond Resolution.

2. In the event of the resignation or removal of any Paying Agent or Bond Registrar, such Paying Agent or Bond Registrar shall pay over, assign and deliver any moneys held by it as Paying Agent or Bond Registrar to its successor, or if there be no successor, to the Trustee, with such documentation satisfactory to the successor Paying Agent and the Trustee, certifying that the amounts being paid over, assigned and delivered represent the remaining balance of all funds so held. In the event for any reason there shall be a vacancy in the office of any Paying Agent or Bond Registrar, the Trustee shall act as such Paying Agent or Bond Registrar.

**Section 1014. Conflict Between Provisions of Bond Resolution and Guaranty.** In the event the Trustee, in the performance of its fiduciary responsibilities, determines there are conflicts, ambiguities or inconsistencies between the provisions of the Guaranty and this Bond Resolution, the Trustee may rely upon a written opinion from Bond Counsel addressed to the Authority, the County and the Trustee directing the Trustee to adhere to the provisions of either the Guaranty or this Bond Resolution. The Trustee shall be fully protected in the performance of its fiduciary responsibilities to the extent it acts in accordance with such opinion.

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## ARTICLE XI

### SUPPLEMENTAL RESOLUTIONS

**Section 1101. Supplemental Resolutions Effective Upon Filing With the Trustee.** For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Authority may be adopted which, upon the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative, shall be fully effective in accordance with its terms:

(1) To close this Bond Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Bond Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness; or

(2) To add to the covenants and agreements of the Authority in this Bond Resolution, other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with this Bond Resolution or the Guaranty as theretofore in effect; or

(3) To add to the limitations and restrictions in this Bond Resolution, other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Bond Resolution as theretofore in effect; or

(4) To authorize Refunding Bonds of a Series and, in connection therewith, specify and determine, or delegate to an Authorized Authority Representative the power to specify and determine, the matters and things referred to in Sections 202 and 205 hereof and also any other matters and things relative to such Refunding Bonds (including any Series thereof) which are not contrary to or inconsistent with this Bond Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Refunding Bonds (including any Series thereof); or

(5) Notwithstanding any other provisions of this Bond Resolution, to authorize a Series of Refunding Bonds having terms and provisions different than the terms and provisions theretofore provided in this Bond Resolution including, but not limited to, provisions relating to the timing of the payment of interest, maturity amounts and valuation as of a given time, and authorizing the form of the bond for such Series of Refunding Bonds; provided that the authorization and issuance of such Series of Refunding Bonds shall not in any manner impair or adversely affect the rights or security of the Bondholders under this Bond Resolution; or

(6) To authorize, in compliance with all applicable law, Bonds of each Series to be issued in the form of fully registered Bonds issued and held in certificated or book-entry form on the books of the Authority, any Fiduciary or custodian appointed for that purpose by the Authority and, in connection therewith, make such additional changes herein, not adverse to the rights of the Holders of the Bonds, as are necessary or appropriate to accomplish or recognize such certificated or book-entry form Bonds, substitute for any such Fiduciary or custodian, provide for in, and amend any provisions in, this Bond Resolution relating to the giving of notice, and specify and determine the matters and things relative to the issuance of such certificated or book-entry form Bonds as are appropriate or necessary; or

(7) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Bond Resolution, of the Revenues or of any other moneys, securities or Funds; or

(8) To confirm, as further assurance, any pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by, this Bond Resolution of the Pledged Property and to pledge any additional revenues, moneys, securities or other agreements; or

(9) To modify any of the provisions of this Bond Resolution in any other respect whatsoever, provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, or (ii) if such modification shall become effective prior to the authentication and delivery of the first Bond authorized to be issued pursuant to this Bond Resolution, each Supplemental Resolution shall be specifically referred to in the text of all Bonds authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof.

**Section 1102. Supplemental Resolutions Effective Upon Consent of Trustee.** For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted which, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative, and (ii) the filing with the Trustee and the Authority of instruments in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Bond Resolution; or

(2) To insert such provisions clarifying matters or questions arising under this Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with this Bond Resolution as theretofore in effect.

**Section 1103. Supplemental Resolutions Effective With Consent of the Bondholders.** At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Bondholders and in accordance with and subject to the provisions of Article XII hereof, which Supplemental Resolution, upon the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative and upon compliance with the provisions of said Article XII, shall become fully effective in accordance with its terms as provided in said Article XII upon the filing with the Trustee of a copy thereof certified by an Authorized Authority Representative and upon compliance with the provisions of such Article XII.

**Section 1104. General Provisions.** 1. This Bond Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article XI and Article XII hereof. Nothing contained in this Article XI or Article XII shall affect or limit the right or obligation of the Authority to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 804 hereof or the right or obligation of the Authority to execute and deliver to any Fiduciary any instrument which elsewhere in this Bond Resolution it is provided shall be delivered to said Fiduciary.

2. Any Supplemental Resolution referred to and permitted or authorized by Sections 1101 and 1102 hereof may be adopted by the Authority without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Resolution when filed with the Trustee shall be accompanied by an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of this Bond Resolution, is authorized or permitted by this Bond Resolution and is valid and binding upon the Authority and enforceable in accordance with its terms subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights generally.

3. The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by Sections 1101, 1102 or 1103 hereof and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of Bond Counsel that such Supplemental Resolution is authorized or permitted by the provisions of this Bond Resolution.

4. No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

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## ARTICLE XII

### AMENDMENTS

**Section 1201. Mailing and Publication.** 1. Any provision in this Article for the mailing of a notice or other matter to Bondholders by the Authority shall be fully complied with if it is mailed postage prepaid only (i) to each Registered Owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Authority kept at the office of the Bond Registrar; and (ii) to the Trustee. If the Bonds are rated by Moody's, S&P and Fitch, then the Authority shall give notice to the rating agency or agencies that rated the Bonds of any material amendments to this Bond Resolution.

2. Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in an Authorized Newspaper by the Authority.

**Section 1202. Powers of Amendment.** Any modification or amendment of this Bond Resolution and of the rights and obligations of the Authority and of the Holders of the Bonds hereunder in any particular, may be made by a Supplemental Resolution with the written consent, given as provided in Section 1203 hereof, of (i) the Holders of at least fifty-one percent (51%) in principal amount of the Bonds Outstanding at the time such consent is given; and (ii) in case the modification or amendment changes the terms of any Sinking Fund Installment, the Holders of one hundred percent (100%) in principal amount of the Bonds of the particular maturity entitled to such Sinking Fund Installment and Outstanding 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 Bonds of any specified maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 1202. No such modification or amendment shall permit a change in the maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders 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 its written assent thereto. The Trustee may, in its discretion, determine whether or not, in accordance with the foregoing powers of amendment, Bonds of any particular maturity would be affected by any modification or amendment of this Bond Resolution and any such determination shall be binding and conclusive on the Authority and all Holders of Bonds.

**Section 1203. Consent of Bondholders.** The Authority may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 1202 hereof to take effect when and as provided in this Section 1203. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Authority to the Bondholders (but failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section 1203 provided). Such Supplemental Resolution shall not be effective unless and until there shall have been filed with the Trustee (a) the written consents of the Holders of the percentages of Outstanding Bonds specified in Section 1202 hereof; and (b) an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted and filed

by the Authority in accordance with the provisions of this Bond Resolution, is authorized or permitted by this Bond Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights generally, and (ii) a notice shall have been given as hereinafter in this Section 1203 provided. The consent of the Holders of the Bonds shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1303 hereof. A certificate or certificates executed by the Trustee and filed with the Authority stating that it has examined such proof and that such proof is sufficient in accordance with Section 1303 hereof shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be irrevocable and binding upon the Holder of the Bonds giving such consent and, anything in Section 1303 hereof to the contrary notwithstanding, upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof) unless such consent is revoked, in writing, by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section 1203 provided for is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer, of such revocation in the manner permitted by this Section 1203. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Authority to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Authority a written statement that the Holders of such required percentages of Bonds have filed such consents. Such written statements shall be conclusive that such consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section 1203, may be given to Bondholders by the Authority by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 1203 provided). The Authority shall file with the Trustee proof of the mailing thereof. A record, consisting of the certificates or statements required or permitted by this Section 1203 to be made by the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Authority, the Trustee and the Holders of all Bonds at the expiration of forty (40) days after the filing with the Trustee of the proof of the mailing of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such forty (40) day period; provided, however, that the Trustee and the Authority during such forty (40) day period and any such further period during which any such action or proceeding may be binding shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

**Section 1204. Modifications by Unanimous Consent.** The terms and provisions of this Bond Resolution and the rights and obligations of the Authority and the Holders of the Bonds thereunder may be modified or amended in any respect upon the adoption and filing by the Authority of a Supplemental Resolution and the consents of the Holders of all of the Bonds then Outstanding, such consents to be given as provided in Section 1203, except

that no notice to Bondholders shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary and of the Bondholders.

**Section 1205. Exclusion of Bonds.** Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article XII, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article XII. At the time of any consent or other action taken under this Article XII, the Authority shall furnish the Trustee a certificate of an Authorized Authority Representative, upon which the Trustee may rely, describing all Bonds so to be excluded.

**Section 1206. Notation on Bonds.** Bonds authenticated and delivered after the effective date of any action taken as in Article XI or this Article XII provided may, and, if the Trustee so determines upon advice of counsel, 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 Holder of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the principal corporate trust office of the Trustee or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds 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 Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds.

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## ARTICLE XIII

### MISCELLANEOUS

**Section 1301. Defeasance.** 1. If, subject to the provisions set forth in the next succeeding sentence, the Authority shall pay or cause to be paid, or there shall otherwise be paid, to or for the account of the Holders of all Bonds the principal, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated in the Bonds and in this Bond Resolution, then the pledge of the Pledged Property, any Revenues and other moneys and securities pledged under this Bond Resolution and all covenants, agreements and other obligations of the County to the Bondholders under the provisions of the Guaranty, shall thereupon cease, terminate and become void and be discharged and satisfied. Upon the request of the Authority, the Trustee shall execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the Authority all moneys or securities held by them pursuant to this Bond Resolution which are not required for the payment of principal of, redemption premium, if any, and interest on Bonds not theretofore surrendered for such payment or redemption. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Outstanding Bonds of a particular maturity or particular Bonds within a maturity, the principal of, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Resolution and the Guaranty and all covenants, agreements and obligations of the Authority to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

2. Principal and/or interest installments for the payment or redemption of which moneys or Investment Securities shall have been set aside and shall be held in trust by the Trustee or Paying Agents (through deposit by the Authority of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (1) of this Section 1301. Subject to the provisions of subsection (3) through subsection (5) of this Section 1301, all Outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (1) of this Section 1301 if (a) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Investment Securities (including any Investment Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States) 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 or Redemption Price of and interest due and to become due on said Bonds on or prior to the redemption or maturity date thereof, as the case may be, and (b) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee, in form satisfactory to it, irrevocable instructions to mail as provided in Article IV hereof a notice to the Holders of such Bonds that the deposit required by subclause (a) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 1301 and stating such maturity or redemption date upon which moneys are expected, subject to the provisions of subsection (6) of this Section 1301, to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds, and (c) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to



mail as provided in Article IV hereof notice of redemption of such Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Authority or purchased or otherwise acquired by the Authority and delivered to the Trustee as hereinafter provided prior to the mailing of such notice of redemption) on said date. Any notice of redemption mailed pursuant to the preceding sentence with respect to Bonds which constitute less than all of the Outstanding Bonds of any maturity within a Series shall specify the letter and number or other distinguishing mark of each such Bond. For purposes of this Section 1301 only, the term Investment Securities shall mean only those Investment Securities described in clause (a)(1) of the definition of "Investment Securities" contained in Section 101 hereof unless the Authority shall have received written confirmation from Moody's, if the Bonds are then rated by Moody's, S&P, if the Bonds are then rated by S&P, and Fitch, if the Bonds are then rated by Fitch, that defeasance with Investment Securities other than those described in such clause (a)(1) of the definition of "Investment Securities" will result in the Bonds being rated in the highest investment grade or category of each such rating agency. The Trustee shall, if so directed by the Authority prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 1301 which are not to be redeemed prior to their maturity date or prior to the maturity date of any Bonds deemed to have been paid in accordance with this Section 1301 which are to be redeemed on any date prior to their maturity, apply moneys deposited with the Trustee in respect of such Bonds and redeem or sell Investment Securities so deposited with the Trustee and apply the proceeds thereof to the purchase of such Bonds so purchased; provided, however, that the moneys and Investment Securities remaining on deposit with the Trustee after the purchase and cancellation of such Bonds shall be sufficient (as verified by an independent certified public accountant, as stated in a verification report addressed to the Authority, the County and the Trustee) to pay when due the Principal Installment, redemption premium, if any, and interest due or to become due on all Bonds, in respect of which such moneys and Investment Securities are being held by the Trustee on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 1301 which are not to be redeemed prior to their maturity date or Bonds which are to be redeemed prior to their maturity date, the Authority shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date, the Trustee shall immediately cancel all such Bonds so delivered; such delivery of Bonds to the Trustee shall be accompanied by directions from the Authority to the Trustee as to the manner in which such Bonds are to be applied against the obligation of the Trustee to pay Bonds deemed paid in accordance with this Section 1301. The directions given by the Authority to the Trustee referred to in the preceding sentences shall also specify the portion, if any, of such Bonds so purchased or delivered and canceled to be applied against the obligation of the Trustee to pay Bonds deemed paid in accordance with this Section 1301 upon their maturity date or dates and the portion, if any, of such Bonds so purchased or delivered and canceled to be applied against the obligation of the Trustee to redeem Bonds deemed paid in accordance with this Section 1301 on any date or dates prior to their maturity. In the event that on any date as a result of any purchases, acquisitions and cancellations of Bonds as provided in this Section 1301 such amount is in excess (as verified by an independent certified public accountant addressed to the Authority, the County and the Trustee) of the total amount which would have been required to be deposited with the Trustee on such date in respect of the remaining Bonds in order to satisfy subclause (a) of this subsection (2) of Section 1301, the Trustee shall, upon written direction of the Authority and after payment of all unpaid Authority Administrative Expenses and amounts due pursuant to this Bond Resolution and the Loan Agreement, if any, pay the amount of such excess to the County free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under this Bond Resolution. Except as otherwise provided in this subsection (2) of

Section 1301 and in subsection (3) through subsection (5) of this Section 1301, neither Investment Securities nor moneys deposited with the Trustee pursuant to this Section 1301 nor principal or interest payments on any such Investment Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of, redemption premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Investment Securities deposited with the Trustee, (A) to the extent such cash will not be required (as verified by an independent certified public accountant as stated in a verification report addressed to the Authority, the County and the Trustee) at any time for such purpose shall, upon written direction of the Authority and after payment of all unpaid Authority Administrative Expenses and amounts due pursuant to this Bond Resolution and the Loan Agreement, if any, be paid over to the County, free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under this Bond Resolution, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Investment Securities maturing at times and in amounts sufficient (as verified by an independent certified public accountant as stated in a verification report addressed to the Authority, the County and the Trustee) to pay when due the principal of, redemption premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and any interest earned from such reinvestment shall, to the extent not needed to pay then due principal of, redemption premium, if any, and interest on said Bonds and upon written direction of the Authority and after payment of all unpaid Authority Administrative Expenses and amounts due pursuant to this Bond Resolution and the Loan Agreement, if any, be paid over to the County, free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under this Bond Resolution. For the purposes of this Section 1301, Investment Securities shall mean and include only (x) such securities as are described in this subsection 1301(2) which shall not be subject to redemption prior to their maturity other than at the option of the Holder thereof, (y) such securities as are described in this subsection 1301(2) which shall not be subject to redemption prior to their maturity other than at the option of the Holder thereof or as to which an irrevocable notice of redemption of such securities on a specified redemption date has been given and such securities are not otherwise subject to redemption prior to such specified date other than at the option of the Holder thereof, or (z) upon compliance with the provisions of subsection (3) of this Section 1301, such securities as are described in this subsection 1301(2) which are subject to redemption prior to maturity at the option of the issuer thereof on a specified date or dates.

3. Investment Securities described in clause (z) of subsection (2) of this Section 1301 may be included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of subclause (a) of subsection (2) of this Section 1301 only if the determination as to whether the moneys and Investment Securities to be deposited with the Trustee in order to satisfy the requirements of such subclause (a) would be sufficient to pay when due either on the maturity date or the redemption date thereof, the principal of, redemption premium, if any, and interest on the Bonds (including any Series thereof) which will be deemed to have been paid as provided in subsection (2) of this Section 1301 is made both (i) on the assumption that the Investment Securities described in clause (z) were not redeemed at the option of the issuer prior to the maturity date thereof; and (ii) on the assumption that such Investment Securities would be redeemed by the issuer thereof at its option on each date on which such option could be exercised, that as of such date or dates interest ceased to accrue on such Investment Securities and that the proceeds of such redemption would not be reinvested by the Trustee.

4. In the event after compliance with the provisions of subsection (3) of this Section 1301 the Investment Securities described in clause (z) of subsection (2) of this Section 1301 are included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of subclause (a) of subsection (2) of this Section 1301 and any such Investment Securities are actually redeemed by the issuer thereof prior to their maturity date, then the Trustee at the direction of the Authority, provided that the aggregate of the moneys and Investment Securities to be held by the Trustee, taking into consideration any changes in redemption dates or instructions to give notice of redemption given to the Trustee by the Authority in accordance with subsection (3) of this Section 1301, shall at all times be sufficient (as verified by an independent certified public accountant as stated in a verification report addressed to the Authority, the County and the Trustee) to satisfy the requirements of subclause (b) of subsection (2) of this Section 1301, shall reinvest the proceeds of such redemption in Investment Securities. The Trustee shall mail notice of the substitution of Investment Securities to the Holders of the Bonds.

5. In the event that after compliance with the provisions of subsection (4) of this Section 1301 the Investment Securities described in clause (z) of subsection (2) of this Section 1301 are included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of subclause (a) of subsection (2) of this Section 1301, then any notice of redemption to be mailed by the Trustee and any set of instructions relating to a notice of redemption given to the Trustee may provide, at the option of the Authority, that any redemption date or dates in respect of all or any portion of the Bonds to be redeemed on such date or dates may at the option of the Authority be changed to any other permissible redemption date or dates and that redemption dates may be established for any Bonds deemed to have been paid in accordance with this Section 1301 upon their maturity date or dates at any time prior to the actual mailing of any applicable notice of redemption in the event that all or any portion of any Investment Securities described in clause (z) of subsection (2) of this Section 1301 have been called for redemption pursuant to an irrevocable notice of redemption or have been redeemed by the issuer thereof prior to the maturity date thereof; no such change or redemption date or dates or establishment of redemption date or dates may be made unless taking into account such changed redemption date or dates or newly established redemption date or dates the moneys and Investment Securities on deposit with the Trustee including any Investment Securities or redemption proceeds in accordance with subsection (5) of this Section 1301 pursuant to subclause (a) of subsection (2) of this Section 1301 would be sufficient to pay when due the principal or Redemption Price of, and interest on all Bonds deemed to have been paid in accordance with subsection (2) of this Section 1301 which have not as yet been paid.

6. If the Bonds are rated by Moody's, Standard & Poor's and/or Fitch, then the Authority shall give notice to the rating agency or agencies that rated the Bonds of any defeasance of all or any of the Bonds.

**Section 1302. Unclaimed Funds.** 1. Anything in this Bond Resolution to the contrary notwithstanding, but subject to any provision of State or Federal law to the contrary, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for four (4) years after the date when such Bonds have become due and payable, at their stated maturity dates, if such moneys were held by the Fiduciary at such date, or for four (4) years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, shall, upon written direction of the Authority and after payment of all unpaid Authority Administrative Expenses and amounts due

pursuant to this Bond Resolution and the Loan Agreement, if any, be paid by the Fiduciary to the County, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the County for the payment of such Bonds; provided, however, that before being required to make any such payment to the County the Fiduciary shall, at the written direction of the Authority and at the expense of the County, 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 County, subject to the hereinabove stated conditions and except as set forth in subsection (2) below.

2. Subject to the provisions of Section 1302(1) hereof, to the extent any moneys are remaining in such Funds and Accounts and the Fiduciaries and/or the Authority have unreimbursed expenses and/or Authority Administrative Expenses or there are other unpaid amounts due pursuant to this Bond Resolution and the Loan Agreement, such moneys shall be paid to each such Fiduciary and/or the Authority by the Trustee, free and clear of the lien and pledge of this Bond Resolution, to the extent required to reimburse such Fiduciary and/or the Authority for such expenses, Authority Administrative Expenses, and/or other unpaid amounts and, if thereafter there are any unclaimed moneys remaining in the Funds and Accounts, then to the County.

**Section 1303. Evidence of Signatures of Bondholders and Ownership of Bonds.** 1. Any request, consent, revocation of consent or other instrument which this Bond Resolution may require or permit to be signed and executed by the Bondholders may be signed or executed in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any Person of the Bonds shall be sufficient for any purpose of this Bond Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature, guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

(2) The amount of Bonds transferable by delivery held by any Person executing any instrument as a Bondholder, the date of his holding such Bonds, and the numbers and other

identification thereof, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to the Trustee, executed by the Trustee or by a member of a financial firm or by an officer of a bank, trust company, insurance company, or financial corporation or other depository wherever situated, showing at the date therein mentioned that such Person exhibited to such member or officer or had on deposit with such depository the Bonds described in such certificate. Such certificate may be given by a member of a financial firm or by an officer of any bank, trust company, insurance company or financial corporation or depository with respect to Bonds owned by it, if acceptable to the Trustee. In addition to the foregoing provisions, the Trustee may from time to time make such reasonable regulations as it may deem advisable permitting other proof of holding of Bonds transferable by delivery.

2. The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification, and date of holding the same shall be provided by the registry books.

3. Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Authority or any Fiduciary in accordance therewith.

**Section 1304. Moneys Held for Particular Bonds.** The amounts held by any Fiduciary for the payment of the interest or principal due on any date with respect to particular Series of Bonds or for particular Bonds within such Series of Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto.

**Section 1305. Preservation and Inspection of Documents.** All documents received by any Fiduciary under the provisions of this Bond Resolution shall be retained in its possession for a period of seven (7) years and shall be subject at all reasonable times to the inspection of the Authority, the County, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

**Section 1306. Parties Interest Herein.** Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or corporation, other than the Authority, the County, the Fiduciaries and the Holders of the Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the County, the Fiduciaries and the Holders of the Bonds.

**Section 1307. No Recourse on the Bonds.** No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Bond Resolution against any member or officer of the Authority or any Person executing the Bonds.

**Section 1308. Publication of Notice; Suspension of Publication.** 1. Any publication to be made under the provisions of this Bond Resolution in successive weeks or on successive dates may be made in each instance upon any Business Day of the week and need not be made in the same Authorized Newspaper for any or all of the successive publications but may be made in a different Authorized Newspaper.

2. If, because of the temporary or permanent suspension of the publication or general circulation of any Authorized Newspaper or for any other reason, it is impossible or impractical to publish any notice pursuant to this Bond Resolution in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Authority shall constitute a sufficient publication of such notice.

**Section 1309. Severability of Invalid Provisions.** If any one or more of the covenants or agreements provided in this Bond Resolution on the part of the Authority or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Bond Resolution.

**Section 1310. Holidays.** Except with respect to the computation of a Record Date, if the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Bond Resolution, shall be a legal holiday or a day on which banking institutions in the municipality in which is located the principal office of the Trustee or the operational offices of the Authority or the County are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Bond Resolution, and no interest shall accrue for the period after such nominal date.

**Section 1311. Separate Financings.** Nothing contained in this Bond 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 other public facilities or from securing such bonds, notes or other evidences of indebtedness by a mortgage of such public facilities so financed or by a pledge of, or other security interest in, the revenues thereunder or any lease or other agreement with respect thereto or any revenues derived from such lease or other agreement; provided that such bonds, notes, or other evidences of indebtedness shall not be payable out of or secured by the Revenues or any Fund held under this Bond Resolution and neither the cost of such public facilities nor any expenditure in connection therewith or with the financing thereof shall be payable from the Revenues or from any such Fund hereunder.

**Section 1312. Notices and Demands.** All notices, demands or other communications provided for in this Bond Resolution shall be in writing and shall be sent by facsimile transmission (confirmed, in writing, and hard copy to follow in the manner prescribed below) or shall be delivered personally, sent by certified or registered mail or by recognized overnight mail, to (i) the County at Camden County Board of Chosen Freeholders, City Hall, 8<sup>th</sup> Floor, 520 Market Street, Camden, New Jersey 08102, Attn: Clerk of the Board of Chosen Freeholders and Chief Financial Officer of the County, Fax Nos. (856) 225-5574 and (856) 225-5298, respectively; (ii) the Authority at The Camden County Improvement Authority, 1909

Route 70 East, Suite 300, Cherry Hill, New Jersey 08003, Attn: Executive Director, Fax No. (856) 751-2247; (iii) the Trustee at TD Bank, National Association, 1006 Astoria Boulevard, Cherry Hill, New Jersey 08034, Attn: Corporate Trust Services, Fax No. (856) 482-5706; and (iv) Bond Counsel to the Authority, Parker McCay P.A., 9000 Midlantic Drive, Suite 300, Mount Laurel, New Jersey 08054, Attn: Philip A. Norcross, Esq., Fax No. (856) 988-8167; or to such other representatives or addresses as the Authority, the County, the Trustee or Bond Counsel may from time to time designate by written notice to the parties hereto or beneficiaries hereof in accordance with this Section 1312.

**Section 1313. Headings.** The Article and Section headings in this Bond Resolution are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Bond Resolution.

**Section 1314. Governing Law.** This Bond Resolution shall be governed by and construed in accordance with the laws of the State.

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ARTICLE XIV

BOND FORM AND EFFECTIVE DATE

Section 1401. Form of Bonds. Subject to the provisions of this Bond Resolution, the form of the Bonds shall be substantially as follows:

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UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
THE CAMDEN COUNTY IMPROVEMENT AUTHORITY

COUNTY GUARANTEED LOAN REVENUE BONDS  
(CROSSROADS REDEVELOPMENT PROJECT), SERIES 2014

No. R-

INTEREST RATE

CUSIP NUMBER

13281K

MATURITY DATE

DATED DATE

AUTHENTICATION DATE

\_\_\_\_\_, 20\_\_

\_\_\_\_\_, 2014

\_\_\_\_\_, 2014

REGISTERED OWNER: Cede & Co.

PRINCIPAL SUM:

(DOLLARS)

THE CAMDEN COUNTY IMPROVEMENT AUTHORITY, in the County of Camden, State of New Jersey ("Authority"), a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey ("State"), acknowledges itself indebted and for value received hereby promises to pay to the REGISTERED OWNER stated above, or registered assigns, the PRINCIPAL SUM stated above, on the MATURITY DATE stated above or on the date fixed for redemption, as the case may be, together with interest on such PRINCIPAL SUM from the date of this Series 2014 Bond (as hereinafter defined) until the Authority's obligation with respect to the payment of such PRINCIPAL SUM shall be discharged, at the INTEREST RATE per annum stated above on \_\_\_\_\_, 2014, and semiannually thereafter on the \_\_\_\_\_ days of \_\_\_\_\_ and \_\_\_\_\_. This Series 2014 Bond, as to principal, when due, will be payable at the principal corporate trust office of TD Bank, National Association, 1006 Astoria Boulevard, Cherry Hill, New Jersey. Interest on this Series 2014 Bond will be payable by check which will be mailed to the REGISTERED OWNER hereof whose name shall appear on the registration books of the Authority which shall be kept and maintained by the Bond Registrar hereinafter mentioned, as determined on the first day of January and July (whether or not a Business Day) ("Record Date"); provided, however, that a REGISTERED OWNER of \$1,000,000 or more in principal amount of the Series 2014 Bonds shall be entitled, upon three (3) Business Days' written notice to the Trustee in advance of the applicable Record Date, to receive interest payments by wire transfer of immediately available funds. Payment of the principal of and interest on this Series 2014 Bond shall be made in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This bond is one of the duly authorized issue of a Series of revenue bonds, each designated as "County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014" ("Series 2014 Bonds" or "Bonds") of the Authority, limited to the aggregate principal amount of \$\_\_\_\_\_ and authorized and issued under and pursuant to the County Improvement Authorities Law, P.L. 1960, c.183, as amended ("Act"), and under and in accordance with a resolution of the Authority duly adopted May 15, 2014 entitled, "Resolution of The Camden County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)" ("Bond Resolution"), a resolution of the Authority duly adopted June \_\_, 2014 entitled, "Resolution of The Camden County Improvement Authority With Respect to the Delegation of the Power to Sell and to Award County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014 of the Authority, Authorizing Certain Actions, Approving Certain Documents and Determining Other Matters in Connection With the Issuance and Sale of the Bonds ("Delegation Resolution") and an Award Certificate (the Bond Resolution, the Delegation Resolution and the Award Certificate are hereinafter collectively referred to as the "Resolution"). Copies of the Resolution are on file in the office of the Authority in Cherry Hill, New Jersey and at the principal corporate trust office of TD Bank, National Association, 1006 Astoria Boulevard, Cherry Hill, New Jersey ("Trustee"), as trustee under the Bond Resolution.

This Series 2014 Bond is a direct, limited and special obligation of the Authority payable from the Revenues and secured by a lien on the Pledged Property (as defined in the Resolution) of the Authority and from any other moneys pledged therefor under the Resolution; provided, however, that the power and obligation of the Authority to cause application of such Pledged Property and other funds to the payment of the principal or Redemption Price of and the interest on the Series 2014 Bonds is subject to the terms of the Resolution. This Series 2014 Bond is also an obligation which is entitled to the benefit of a guaranty of the County of Camden, New Jersey ("County") authorized pursuant to a resolution of the County duly adopted on May 22, 2014 ("Guaranty"), which Guaranty secures the punctual payment when due of the principal of and interest on the Series 2014 Bonds.

The Series 2014 Bonds are issued in the form of Registered Bonds, without coupons, in book-entry only form in the denomination of \$5,000 each or any integral multiple thereof.

As defined in the Resolution, and for purposes of this Series 2014 Bond, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State or the State of New York or a day on which the Trustee, the Bond Registrar, any Paying Agent, the County or the Authority is legally authorized to close. All other terms used herein which are not defined shall have the meanings ascribed to such terms in the Resolution.

[The Series 2014 Bonds maturing before \_\_\_\_\_, 20\_\_ shall not be subject to optional redemption prior to maturity. The Series 2014 Bonds maturing on or after \_\_\_\_\_, 20\_\_ shall be subject to redemption at the option of the Authority, to be exercised upon receipt of notice of prepayment from the County in accordance with the terms of the Loan Agreement, on or after \_\_\_\_\_, 20\_\_, in whole at any time or in part on any Interest Payment Date, by lot, at the Redemption Prices (expressed as a percentage of the principal amount thereof being redeemed) shown below (plus interest accrued to the date of redemption):

Redemption Dates  
(Dates Inclusive)

Redemption  
Price

Sinking Fund Redemption. The Series 2014 Bonds maturing on \_\_\_\_\_, 20\_\_ are subject to mandatory sinking fund redemption prior to maturity at a Redemption Price equal to 100% of the principal amount thereof, plus interest accrued to the redemption date, on the following dates in the respective principal amounts set forth opposite such dates:

of the Year

Principal Amount

\$

\*

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\* Final maturity.

Unless otherwise provided in the Resolution, if less than all of the Series 2014 Bonds of like maturity shall be called for prior redemption, the particular Series 2014 Bonds or portions of such Series 2014 Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee, in its sole discretion, may deem fair and appropriate; provided, however, that the portion of any such Series 2014 Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or a multiple thereof, and that, in selecting portions of such Series 2014 Bonds for redemption, the Trustee shall treat each such Series 2014 Bond as representing that number of Series 2014 Bonds of \$5,000 denomination which is obtained by dividing by \$5,000 the principal amount of such Series 2014 Bond to be redeemed in part.

When the Trustee shall receive notice from the Authority of its election or direction to redeem the Series 2014 Bonds pursuant to Section 402 of the Bond Resolution, including written notice from the County whose consent is required to effectuate the redemption of the Series 2014 Bonds, and when redemption of the Series 2014 Bonds is authorized or required pursuant to Section 403 of the Bond Resolution and the Trustee shall have received written notice from the County of its consent to the redemption of the Series 2014 Bonds, the Trustee shall give notice, in the name of the Authority, of the redemption of such Series 2014 Bonds, which notice shall specify the maturities of the Series 2014 Bonds to be redeemed, the Redemption Price, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2014 Bonds of any like maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2014 Bonds so to be redeemed, and, in the case of the Series 2014 Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Series 2014 Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal amount thereof in the case of the Series 2014 Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that

from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be mailed by the Trustee, via first class mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the REGISTERED OWNERS of any Series 2014 Bonds or portions of the Series 2014 Bonds which are to be redeemed, at their last addresses appearing upon the registry books. Failure to give notice by mail, or any defect in notice to the REGISTERED OWNER of any Series 2014 Bonds which are to be redeemed shall not affect the validity of the proceedings for the redemption of any other Series 2014 Bonds.

So long as DTC or its nominee is the REGISTERED OWNER of the Bonds, notices of redemption shall be sent to DTC and not to any Beneficial Owners of the Bonds.

The Trustee shall also comply with any notice or other requirements of DTC to effectuate a redemption of Bonds. Any notice which is mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder receives the notice.

If, on the redemption date, moneys for the redemption of all the Series 2014 Bonds or portions thereof to be redeemed, together with interest thereon to the redemption date, shall be held by the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Series 2014 Bonds or portions thereof so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such notice of redemption shall be rescinded by the Trustee and shall be deemed to be null and void as if never given and such Series 2014 Bonds or portions thereof shall continue to bear interest until paid at maturity at the same rate as they would have borne had they not been called for redemption.

Pursuant to the Bond Resolution, the Authority may hereafter issue Refunding Bonds for the purposes, in the amounts and on the conditions prescribed in the Bond Resolution. All bonds issued and to be issued under the Bond Resolution, including the Series 2014 Bonds and Refunding Bonds, are and will be equally secured by the pledge of Funds and Revenues provided in the Bond Resolution except as otherwise provided in or pursuant to the Bond Resolution.

To the extent and in the respects permitted by the Bond Resolution, the provisions of the Bond Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by action taken on behalf of the Authority in the manner and subject to the conditions and exceptions which are set forth in the Bond Resolution. The pledge of the Pledged Property and other obligations of the Authority under the terms of the Bond Resolution may be discharged at or prior to the maturity or redemption of the Series 2014 Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Resolution.

This Series 2014 Bond is transferable, as provided in the Bond Resolution, only upon the registration books of the Authority which are kept and maintained for that purpose at the principal corporate trust office of TD Bank, National Association, 1006 Astoria Boulevard, Cherry Hill, New Jersey ("Bond Registrar"), as registrar under the Bond Resolution, or its successor as Bond Registrar, by the REGISTERED OWNER hereof in Person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer which is satisfactory to the Bond Registrar and which is duly executed by the REGISTERED OWNER or by such duly authorized attorney, together with the required signature guarantee, and

thereupon the Authority shall issue in the name of the transferee a new registered Series 2014 Bond or Series 2014 Bonds, of the same aggregate principal amount and series, designation, maturity and interest rate as the surrendered Series 2014 Bond as provided in the Bond Resolution, upon payment of the charges therein prescribed. The Authority, the Trustee, the Bond Registrar and any Paying Agent of the Authority may treat and consider the Person in whose name this Series 2014 Bond is registered as the Holder and absolute Owner of this Series 2014 Bond for the purpose of receiving payment of the principal or Redemption Price of and interest due thereon and for all other purposes whatsoever.

Reference to the Bond Resolution, the Delegation Resolution, the Award Certificate, the Loan Agreement, the Guaranty and the Act is made for a description of the nature and extent of the security for the Series 2014 Bonds, the Pledged Property, the Funds pledged for the payment thereof, the nature, manner and extent of the enforcement of such pledge, the rights and remedies of the Holders of the Series 2014 Bonds with respect thereto, the terms and conditions upon which the Series 2014 Bonds are issued and upon which they may be issued thereunder, and a statement of the rights, duties, immunities and obligations of the Authority, the County and the Trustee.

THE ACT PROVIDES THAT NEITHER THE MEMBERS OF THE AUTHORITY NOR ANY PERSON EXECUTING THE SERIES 2014 BONDS SHALL BE LIABLE PERSONALLY ON THE SERIES 2014 BONDS BY REASON OF THE ISSUANCE THEREOF.

THE SERIES 2014 BONDS ARE NOT AND SHALL NOT BE IN ANY WAY A DEBT OR LIABILITY OF THE STATE OR ANY SUBDIVISION THEREOF (OTHER THAN THE AUTHORITY RELATING SOLELY TO THE PLEDGED PROPERTY, AND AS APPLICABLE UNDER AND LIMITED BY THE LOAN AGREEMENT AND THE GUARANTY, THE COUNTY), AND DO NOT AND SHALL NOT CREATE OR CONSTITUTE ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OF SAID STATE, OR OF ANY SUBDIVISION (OTHER THAN THE AUTHORITY RELATING SOLELY TO THE PLEDGED PROPERTY, AND AS APPLICABLE UNDER AND LIMITED BY THE LOAN AGREEMENT AND THE GUARANTY, THE COUNTY), EITHER LEGAL, MORAL OR OTHERWISE. THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OR REDEMPTION PRICE OF AND INTEREST ON THE SERIES 2014 BONDS FROM THE REVENUES AND FUNDS PLEDGED THERETO. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE COUNTY, AS APPLICABLE, UNDER AND LIMITED BY THE LOAN AGREEMENT AND THE GUARANTY), IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2014 BONDS. THE AUTHORITY HAS NO TAXING POWER.

It is hereby certified and recited that all conditions, acts and things which are required by the Constitution or by the statutes of the State or by the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this Series 2014 Bond exist, have happened and have been performed and that the Series 2014 Bonds, together with all other indebtedness of the Authority, are within every debt and other limit prescribed by said Constitution or statutes.

This Series 2014 Bond shall not be entitled to any security or benefit under the terms of the Resolution or be valid or obligatory for any purpose unless the certificate of authentication has been manually executed by the Trustee upon original issuance and thereafter by the Bond Registrar.

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IN WITNESS WHEREOF, THE CAMDEN COUNTY IMPROVEMENT AUTHORITY has caused this Series 2014 Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Chairman and its corporate seal to be affixed, impressed or reproduced hereon, and this Series 2014 Bond and such seal to be attested by the manual or facsimile signature of its Secretary, all as of the DATED DATE set forth above.

ATTEST:

THE CAMDEN COUNTY IMPROVEMENT  
AUTHORITY

\_\_\_\_\_  
, Secretary

BY: \_\_\_\_\_  
, Chairman

[SEAL]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ [PLEASE PRINT OR TYPE NAME, ADDRESS AND TAXPAYER IDENTIFICATION NO. OF ASSIGNEE] the within Series 2014 Bond and all rights hereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, as Attorney, to transfer the within Series 2014 Bond on the registration books of The Camden County Improvement Authority with full power of substitution and revocation.

NOTICE: The signature to this assignment must correspond with the name of the REGISTERED OWNER hereof as it appears upon the face of the within Series 2014 Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: \_\_\_\_\_

SIGNATURE GUARANTEE:  
(Medallion Guarantee Program Stamp)

\_\_\_\_\_



**Section 1402. Form of Certificate of Authentication of Trustee or Bond Registrar.** The form of Certificate of Authentication by the Trustee or Bond Registrar on the Bonds shall be substantially as follows:

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the issue of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014 of The Camden County Improvement Authority, described and delivered pursuant to the within-mentioned Bond Resolution and being dated \_\_\_\_\_, 2014.

TD BANK, NATIONAL ASSOCIATION, as  
[Trustee]  
[Bond Registrar]

By: \_\_\_\_\_  
Authorized Signature

**Section 1403. Form of Guaranty.** The form of Guaranty which shall appear on the Series 2014 Bonds shall be substantially as follows:

"GUARANTY OF THE COUNTY OF CAMDEN IN THE STATE OF NEW JERSEY

The payment of the principal of and interest on the within Series 2014 Bond is hereby FULLY, UNCONDITIONALLY AND IRREVOCABLY GUARANTEED by the County of Camden in the State of New Jersey ("County"), and the County is unconditionally and irrevocably liable for the payment, when due, of the principal of and interest on this Series 2014 Bond.

IN WITNESS WHEREOF, the County of Camden in the State of New Jersey has caused this Guaranty to be executed by the manual or facsimile signature of its Freeholder-Director.

COUNTY OF CAMDEN IN THE STATE OF  
NEW JERSEY

By: \_\_\_\_\_  
Freeholder-Director"

**Section 1404. Effective Date.** This Bond Resolution shall take effect upon adoption in accordance with the Act, specifically *N.J.S.A. 40:37A-50(7)(e)*; provided, however, that in no event shall this Bond Resolution become effective until such date as the Local Finance Board shall render findings in connection with the matters set forth herein, in satisfaction of the provisions of *N.J.S.A. 40A:5A-7*.

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MOTION: Mr. Spearman

SECOND: Chairman Nosey

RECORDED VOTE

AYES: Mr. Schorley  
Mr. Gonzalez  
Mr. Spearman  
Chairman Nosey

ABSTAIN: None

NAYES: None

ABSENT: Mrs. Parker

The foregoing is a true copy of a Bond Resolution adopted by the governing body of THE CAMDEN COUNTY IMPROVEMENT AUTHORITY at a meeting thereof duly called and held on May 15, 2014.



JAMES P. BLANDA  
Executive Director/Secretary  
The Camden County Improvement Authority

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**FIRST AMENDMENT**

**TO**

**LOAN AND SECURITY AGREEMENT**

**BY AND BETWEEN**

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**

**AND**

**COUNTY OF CAMDEN, NEW JERSEY**

**Dated as of March 1, 2020**

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**THIS FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT** ("First Amendment to Loan Agreement"), dated as of March 1, 2020, by and between **THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic organized and existing under and pursuant to the laws of the State of New Jersey ("Authority"), and the **COUNTY OF CAMDEN, NEW JERSEY**, a political subdivision of the State of New Jersey ("County").

## **BACKGROUND**

**WHEREAS**, the Authority is authorized by the County Improvement Authorities Law, constituting Chapter 183 of the Laws of 1960 of the State, as amended and supplemented (*N.J.S.A. 40:37A-44 et seq.*) ("Act"), to provide within the County, public facilities (as defined in the Act) for use by the State, the County or any beneficiary county, or any municipality in the County, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

**WHEREAS**, the Authority is authorized by the Act and the Redevelopment Act (as hereinafter defined) to make loans to any governmental unit or person for the planning, initiating and carrying out redevelopment projects for the elimination, and for the prevention of the development or spread of blighted, deteriorated or deteriorating areas and the disposition for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such project, for such consideration and for such period or periods of time and upon such terms and conditions as the Authority may fix and agree upon as long as such loans are secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds or notes issued by the Authority for such purpose, and upon such other terms and conditions as the Authority shall deem reasonable; and

**WHEREAS**, pursuant to the provisions the Local Redevelopment and Housing Law, constituting Chapter 79 of the Public Laws of 1992 of the State (*N.J.S.A. 40A:12A-1 et seq.*), and the acts amendatory therefore and supplemental thereto ("Redevelopment Act"), the Township of Pennsauken, County of Camden, New Jersey ("Township") and the County are each authorized to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in order to stimulate redevelopment in the County, and in the Township specifically, the Township Committee of the Township ("Township Committee"), designated approximately 450 acres of property in the Township as an "area in need of redevelopment" in accordance with the Redevelopment Act ("Redevelopment Area"); and

**WHEREAS**, in furtherance thereof, the Township determined, pursuant to an ordinance duly adopted by the Township Committee ("Ordinance"), to undertake the redevelopment of approximately 65 acres of the Redevelopment Area located at the intersections of Routes 73, 130 and 90 in the Township of the Redevelopment Area ("Original Crossroads Site"); and

**WHEREAS**, pursuant to the Ordinance, the Township Committee adopted a Redevelopment Plan ("Redevelopment Plan"), which sets forth, inter alia, the plan for the redevelopment of the Original Crossroads Site and appointed the Authority as the "redevelopment entity" for such purpose, all in accordance with the Redevelopment Act; and

**WHEREAS**, pursuant to the Redevelopment Plan, the redevelopment project for the Original Crossroads Site was to consist of, among other things, the construction of a 6,500 seat civic center arena and the construction of a mixed use development to include retail and residential uses ("Original Redevelopment Project"); and

**WHEREAS**, upon commencement of the acquisition of the various parcels of real property constituting the Original Crossroads Site, the Authority and the County, which provided certain financial guarantees for various project notes issued by the Authority for the purpose of financing the costs of the Original Redevelopment Project, determined that the Original Redevelopment Project was untenable from a risk perspective; and

**WHEREAS**, as a result of such determination, the Original Redevelopment Project was scaled back significantly to include redevelopment of only 35 acres of the Original Crossroads Site to include only mixed use residential and commercial development ("Revised Redevelopment Project"); and

**WHEREAS**, in furtherance of the Revised Redevelopment Project, the Authority, as the designated Redevelopment Entity for the Township, has heretofore undertaken the completion of the acquisition of the various parcels of real property comprising the Original Crossroads Site and has undertaken site preparation and clearing, including demolition of existing buildings and structures on the Original Crossroads Site, comprehensive environmental remediation and associated relocation measures, all for the purpose of facilitating redevelopment of the Original Crossroads Site (collectively, the "Crossroads Redevelopment Project" and together with the Original Redevelopment Project and the Revised Redevelopment Project, the "Redevelopment Project"); and

**WHEREAS**, pursuant to and in accordance with the Act and a resolution entitled, "Resolution of The Camden County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)", duly adopted on May 15, 2014, as amended by a Certificate of the Executive Director of the Authority dated June 26, 2014, as thereafter amended and supplemented from time to time (as amended and supplemented, the "Original Bond Resolution"), the Authority permanently financed the costs of the Redevelopment Project through the issuance and sale of its Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014 ("Series 2014 Bonds"); and

**WHEREAS**, pursuant to the Original Bond Resolution, on July 15, 2014, the Authority issued \$21,000,000 aggregate principal amount of the Series 2014 Bonds to: (i) permanently finance the costs of the Redevelopment Project; (ii) fund a portion of the capitalized interest on the Series 2014 Bonds through and including January 15, 2015; and (iii) pay the costs and expenses incurred by the Authority and the County in connection with the issuance and sale of the Series 2014 Bonds (items (i) through (iii) are collectively referred to herein as the "2014 Project"), which Series 2014 Bonds are subject to redemption on any date on or after July 15, 2024; and

**WHEREAS**, in connection with the issuance of the Series 2014 Bonds, the Authority and the County heretofore entered into a Loan and Security Agreement, dated as of July 1, 2014 ("Original Loan Agreement"), with respect to the financing of the 2014 Project; and

**WHEREAS**, the County has determined a need to currently refund up to an aggregate principal amount of \$17,410,000 of the Series 2014 Bonds maturing July 15 in each of the years 2028, 2034 and 2037 (collectively, the "Series 2014 Refunded Bonds") on July 15, 2024 ("Series 2014 Refunded Bonds Redemption Date") with a portion of the proceeds to be derived from the issuance of the Authority's Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2020 ("Series 2020 Bonds") in an aggregate principal amount not-to-exceed \$22,000,000 (the advanced refunding of the Series 2014 Refunded Bonds is hereinafter referred to as the "2020 Refunding Program") pursuant to a first supplemental resolution adopted by the Authority on October 10, 2019 ("First Supplemental Resolution" and together with the Original Bond Resolution, the "Bond Resolution"); and

**WHEREAS**, the County has determined that entering into this First Amendment to Loan Agreement and financing the 2020 Refunding Program pursuant to the transactions described herein will produce significant savings to the County; and

**WHEREAS**, payment of the principal of and interest on the Series 2020 Bonds shall be secured, in part, by certain Loan Payments (as hereinafter defined) payable by the County under the Original Loan Agreement, as amended by this First Amendment to Loan Agreement (collectively, the "Loan Agreement"); and

**WHEREAS**, punctual payment, when due, of the principal of and interest on the Series 2020 Bonds shall be further secured by the County's unconditional and irrevocable guaranty pursuant to a guaranty ordinance duly adopted by the Board of Chosen Freeholders of the County on October 17, 2019;

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND CERTAIN OTHER CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

1. Section 1.01 of the Original Loan Agreement is hereby amended and supplemented by adding certain definitions thereto and by amending and restating certain of the definitions which are set forth therein as follows:

"Authority Administrative Expenses" shall mean any and all expenses of the Authority and its agents, professionals and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under the Bond Resolution, the Guaranty and this Loan Agreement, as applicable, including, but not limited to, (i) the Initial Authority Financing Fee, (ii) the Annual Authority Administrative Fee, (iii) all fees and expenses including, but not limited to, indemnification expenses, if any, incurred in connection with the issuance of any Bonds, the financing of the 2014 Project and the 2020 Refunding Program or the compelling of the full and punctual performance of the Bond Resolution, the Guaranty and this Loan Agreement in accordance with the terms thereof and hereof, (iv) all fees and expenses including, but not limited to, indemnification expenses, if any, of counsel, auditors, insurers, Fiduciaries and others, and (v) any fees and expenses including, but not limited to, indemnification expenses, if any, incurred by the Paying Agent, the Bond Registrar, the Trustee, or any or all Fiduciaries in

connection with the performance of their respective fiduciary responsibilities under the Bond Resolution, the Guaranty and this Loan Agreement, all to the extent not capitalized pursuant to the requirements of the Bond Resolution, which Authority Administrative Expenses shall be paid as Additional Loan Payments by the County.

"Bond" or "Bonds" shall mean, collectively, the Authority's Series 2014 Bonds issued pursuant to Sections 201, 202 and 203 of the Bond Resolution to provide funds to finance the 2014 Project, together with any Additional Bonds and Refunding Bonds, including the Series 2020 Bonds issued pursuant to Section 205 of the Bond Resolution to finance the 2020 Refunding Program.

"Bond Resolution" shall mean the Original Bond Resolution authorizing the issuance of the Series 2014 Bonds, as amended and supplemented by the First Supplemental Resolution authorizing the issuance of the Series 2020 Bonds and all further amendments and supplements thereto.

"Bond Year" shall mean, with respect to the Series 2014 Bonds and the Series 2020 Bonds, each 1-year period that ends on the day that is selected by the Authority. The first and last Bond Years may be short periods. If no day is selected by the Authority before the earlier of the final maturity date of the Series 2014 Bonds and/or the Series 2020 Bonds or the date that is 5 years after the Issue Date with respect to each Series of Bonds, Bond Years shall end on each anniversary of the Issue Date and on the final maturity date of the Series 2014 Bonds and/or the Series 2020 Bonds. For each other Series of Additional Bonds or Refunding Bonds, Bond Year shall be designated in the Supplemental Resolution pursuant to which such Series of Bonds is issued.

"Cost" or "Costs" shall mean and shall be deemed to include, with respect to the 2014 Project, the 2020 Refunding Program, or any portion thereof, together with any other proper and reasonable item of cost not specifically mentioned herein, whether incurred prior to or after the date of this Loan Agreement, (a) the costs of payment of, or reimbursement for, the undertaking of the 2014 Project and the 2020 Refunding Program including, but not limited to, administrative costs, capitalized interest, financing payments, fees and charges of the Trustee pursuant to the Bond Resolution, financing documents, legal fees and charges, all financial, accounting and other professional consultant fees, the Initial Authority Financing Fee for a particular Series of Bonds, all professional and consulting fees and charges of the Authority, and of the County, costs of rating agencies, bond insurance, bond insurers or credit ratings, fees for the printing, execution, transportation and safekeeping of any Series of Bonds, and any charges and fees in connection with any of the foregoing, subject to any limitations as to amount imposed by the provisions of the Code, if any; (b) any sums required to reimburse the County for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to the 2014 Project or the 2020



Refunding Program; (c) deposits in any Fund or Account under the Bond Resolution, all as shall be provided in the Bond Resolution or this Loan Agreement; (d) the costs of permanently financing the Series 2013 Notes including, but not limited to, deposits to The Bank of New York Mellon, as trustee and paying agent for the Series 2013 Notes; and (e) such other expenses not specified herein or in the Bond Resolution as may be necessary or incidental to 2014 Project and the 2020 Refunding Program and the financing thereof. Cost as defined herein shall be deemed to include the costs and expenses incurred by any agent of the Authority or the County for any of the above-mentioned items or in connection with the administration and enforcement of the Bond Resolution, the Guaranty, the Continuing Disclosure Agreement and this Loan Agreement.

"Debt Service" for any period shall mean, as of any date of calculation, with respect to a particular Series of Bonds, including the Series 2014 Bonds and the Series 2020 Bonds, an amount equal to the sum of: (i) the interest accruing during such period on such Series of Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the Debt Service Fund; and (ii) that portion of each Principal Installment which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the immediately preceding Principal Installment due date or, if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of original issuance of a particular Series of Bonds, whichever is later. Such interest and Principal Installments for such Series of Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof. The calculations in the preceding sentence shall be made on the basis of a 30-day month and a 360-day year.

"First Amendment to Loan Agreement" shall mean the First Amendment to Loan and Security Agreement, dated as of March 1, 2020, between the Authority and the County amending the Original Loan Agreement to provide for the 2020 Refunding Program financed with the proceeds of the Series 2020 Bonds issued by the Authority.

"First Supplemental Resolution" shall mean the Supplemental Resolution, entitled "First Supplemental Resolution to a Bond Resolution Adopted on May 15, 2014; Authorizing the Issuance of Refunding Bonds Under Said Bond Resolution; Amending, Supplementing and Clarifying Certain Provisions of Said Bond Resolution; and Taking Related Actions" adopted by the Authority on October 10, 2019.

"Guaranty" shall mean the County's unconditional and irrevocable guaranty of the punctual payment when due of the principal of and interest

on: (i) the Series 2014 Bonds, duly adopted on May 22, 2014 pursuant to Section 37 of the Act (*N.J.S.A.* 40:37A-80), and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH AUTHORIZED A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" TO BE ISSUED BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT," which amended and restated a resolution duly adopted by the Board on December 20, 2012 entitled, "RESOLUTION OF THE COUNTY OF CAMDEN IN THE STATE OF NEW JERSEY AUTHORIZING A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000 BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT,"; and (ii) the Series 2020 Bonds duly adopted on October 17, 2019, pursuant to Section 37 of the Act (*N.J.S.A.* 40:37A-80), and entitled "RESOLUTION OF THE COUNTY OF CAMDEN IN THE STATE OF NEW JERSEY AUTHORIZING A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2019" TO BE ISSUED BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSES OF THE ADVANCE REFUNDING OF ALL OR A PORTION OF THE CALLABLE MATURITIES OF THE AUTHORITY'S OUTSTANDING TAXABLE COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2014", as the same may be amended and supplemented in connection with the issuance of Additional Bonds and Refunding Bonds pursuant to the provisions of the Bond Resolution.

"Initial Authority Financing Fee" shall mean, with respect to: (i) the Series 2014 Bonds and the Series 2020 Bonds, \$0.00; and (ii) any Series of Additional Bonds or Refunding Bonds, the amount specified in the applicable Supplemental Resolution authorizing such Series of Bonds or the award certificate executed by an Authorized Authority Representative in connection with the sale and award of such Series of Additional Bonds or Refunding Bonds

"Interest Payment Date" shall mean, with respect to: (i) the Series 2014 Bonds, each January 15 and July 15, commencing January 15, 2015; (ii) the Series 2020 Bonds, each January 15 and July 15, commencing July 15, 2020 (or such other date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2020 Bonds); and (iii) such others dates as shall be established by a Supplemental Resolution authorizing any other Series of Refunding Bonds. In the event an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

"Issue Date" shall mean, with respect to (i) the Series 2014 Bonds, July 15, 2014; (ii) the Series 2020 Bonds, March \_\_, 2020; and (iii) any Series of Refunding Bonds, the date on which the Trustee authenticates the applicable Series of Bonds and on which such Series of Bonds are delivered to the purchasers thereof upon original issuance.

"Loan" shall mean, collectively: (i) the loan from the Authority to the County in the aggregate principal amount of \$21,000,000 to finance the Costs of the 2014 Project under the terms and conditions set forth herein; and (ii) the loan from the Authority to the County in the aggregate principal amount of \$\_\_\_\_\_ to finance the 2020 Refunding Program under the terms and conditions set forth herein.

"Loan Agreement" shall mean, collectively, the Original Loan Agreement relating to the 2014 Project financed with the proceeds of the Series 2014 Bonds issued by the Authority, as amended and supplemented by the First Amendment to Loan Agreement relating to the 2020 Refunding Program, together with any further supplements and amendments thereto, and any other loan agreement relating to any Additional Project to be financed with the proceeds of any other Series of Additional Bonds issued by the Authority or of any other Series of Refunding Bonds issued pursuant to Section 205 of the Bond Resolution.

"Loan Ordinance" shall mean, collectively: (i) the resolution finally adopted by the County on May 22, 2014 and entitled, " RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH PROVIDED THE COUNTY'S CONSENT WITH RESPECT TO VARIOUS ITEMS RELATED TO THE CROSSROADS REDEVELOPMENT AREA PROJECT", which resolution amended and restated in its entirety a resolution finally adopted by the Board on December 20, 2012, and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY PROVIDING THE COUNTY'S CONSENT TO (I) PERMANENTLY FINANCE THE AUTHORITY'S COUNTY GUARANTEED BOND ANTICIPATION NOTES, SERIES 2012 (CROSSROADS REDEVELOPMENT AREA PROJECT)

[FEDERALLY TAXABLE], (II) THE ISSUANCE BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY OF ONE OR MORE SERIES OF ITS TAX-EXEMPT AND/OR TAXABLE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000, FOR THE PURPOSE OF FINANCING THE PROJECT AUTHORIZED HEREBY, AND (III) THE LOAN AND SECURITY AGREEMENT BY AND BETWEEN THE COUNTY AND THE AUTHORITY IN CONNECTION WITH THE FINANCING AUTHORIZED HEREBY," approving and authorizing the execution and delivery, among other things, of the Original Loan Agreement by the County and the performance of its obligations thereunder, including payment of Loan Payment obligations thereunder and Debt Service on the Series 2014 Bonds; and (ii) the resolution finally adopted by the County on October 17, 2019, and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY PROVIDING THE COUNTY'S CONSENT TO (I) THE ADVANCE REFUNDING OF CERTAIN OUTSTANDING TAXABLE COUNTY GUARANTEED LOAN REVENUE BONDS OF THE CAMDEN COUNTY IMPROVEMENT AUTHORITY ORIGINALLY ISSUED TO PERMANENTLY FINANCE THE CROSSROADS REDEVELOPMENT PROJECT; (II) THE ISSUANCE BY THE AUTHORITY OF ITS TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2019" FOR THE PURPOSES OF ADVANCE REFUNDING SUCH OUTSTANDING TAXABLE COUNTY GUARANTEED LOAN REVENUE BONDS; AND (III) THE LOAN AGREEMENT BY AND BETWEEN THE COUNTY AND THE AUTHORITY IN CONNECTION WITH THE REFINANCING AUTHORIZED HEREBY," approving and authorizing the execution and delivery, among other things, of the First Amendment to Loan Agreement by the County and the performance of its obligations thereunder, including payment of Loan Payment obligations thereunder and Debt Service on the Series 2020 Bonds.

"Loan Payment" shall mean the aggregate sum of money representing principal and interest for the 2014 Project and the 2020 Refunding Program necessary to amortize Debt Service on the Series 2014 Bonds and the Series 2020 Bonds, respectively, payable by the County on each Loan Payment Date, as set forth in Exhibit A annexed hereto and incorporated by this reference herein, as described in Section 5.02(A) hereof and redemption premium, if any, to the extent required to redeem the Series 2014 Bonds and the Series 2020 Bonds, respectively, pursuant to Article IV of the Bond Resolution and, as applicable, Additional Loan Payments payable by the County upon demand pursuant to Section 5.02(B) hereof.

"Loan Payment Date" shall mean, with respect to: (i) the Series 2014 Bonds and the Series 2020 Bonds, five (5) Business Days prior to each Interest Payment Date, Principal Installment Date or Sinking Fund Installment due date, as applicable; and (ii) such other dates determined in accordance with the Loan Agreement as may be set forth in a Supplemental Resolution authorizing a Series of Bonds.

"Official Statement" shall mean the Official Statement of the Authority, dated: (i) June 26, 2014, prepared in connection with the offering and sale of the Series 2014 Bonds; and (ii) March \_\_, 2020, prepared in connection with the offering and sale of the Series 2020 Bonds.

"Original Bond Resolution" shall mean the Bond Resolution, entitled "Resolution of The Camden County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)" duly adopted on May 15, 2014, as amended by a Certificate of the Executive Director of the Authority dated June 26, 2014.

"Original Loan Agreement" shall mean this Loan and Security Agreement, dated as of July 1, 2014, by and between the Authority and the County, together with any supplements and amendments thereto relating to the 2014 Project to be financed with the proceeds of the Loan.

"Principal Installment Date" shall mean, with respect to: (i) the Series 2014 Bonds, each July 15, commencing July 15, 2017; and (ii) the Series 2020 Bonds, each July 15, commencing July 15, 2020 (or such other date as shall be set forth in the Award Certificate executed by an Authorized Authority Representative in connection with the sale of the Series 2020 Bonds) on which any Principal Installment shall become due and payable by the Authority, or such other date as set forth in a Supplemental Resolution authorizing any other Series of Bonds. In the event a Principal Installment Date is not a Business Day, principal shall be paid on the next succeeding Business Day for the Principal Installment payable on the Principal Installment Date.

"Record Date" shall mean, (i) with respect to the Series 2014 Bonds and the Series 2020 Bonds, January 1 and July 1 next preceding any Interest Payment Date, or such other date or dates as provided for in the Award Certificate for the Series 2014 Bonds, or (ii) such other dates as set forth in a Supplemental Resolution authorizing a Series of Refunding Bonds.

"Refunding Bonds" shall mean any Bonds authenticated and delivered on original issuance pursuant to Section 205 of the Bond Resolution, including specifically the Series 2020 Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII of the Bond Resolution and as described in Section 1206 of the Bond Resolution.

"Series 2014 Refunded Bonds" shall mean all of the \$17,410,000 aggregate principal amount of Outstanding Series 2014 Bonds maturing on July 15 in each of the years 2028, 2034 and 2037, refunded with the proceeds of the Series 2020 Bonds.

"Series 2014 Refunded Bonds Redemption Date" shall mean July 15, 2024.

"Series 2020 Bonds" shall mean the \$\_\_\_\_\_ aggregate principal amount of Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2020, issued by the Authority on March \_\_, 2020, with a final maturity date of July 15, 2037, to finance the Costs of the 2020 Refunding Program.

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of the Bond Resolution adopted by the Authority in accordance with Section 205 and Article XI hereof, including specifically, the First Supplemental Resolution.

"Trustee" shall mean, with respect to the Series 2014 Bonds, the Series 2020 Bonds and any other Series of Additional Bonds or Refunding Bonds issued under the Bond Resolution, The Bank of New York Mellon, Woodland Park, New Jersey and its successors and assigns or any other bank, trust company or national banking association that at any time may be substituted in its place pursuant to the Bond Resolution or appointed trustee pursuant to a Supplemental Resolution.

"Underwriter" shall mean: (i) with respect to the Series 2014 Bonds, Raymond James & Associates, Inc.; (ii) with respect to the Series 2020 Bonds, Citigroup Global Markets; and (iii) with respect to any other Series of Bonds, the underwriter so named in the bond purchase contract entered into between the Authority and such underwriter on the day of such of such Series of Bonds.

"2020 Refunding Program" shall mean the advance refunding of up to all of the Series 2014 Refunded Bonds on the Series 2014 Refunded Bonds Redemption Date, upon the terms and conditions set forth in the Local Finance Board Application filed with and approved by the Local Finance Board in the Division of Local Government Services in the State Department of Community Affairs on September 18, 2019.

2. Section 3.01(B) of the Original Loan Agreement is hereby amended and restated in its entirety to read as follows:

"(B) The Authority agrees to lend to the County, and the County agrees to borrow from the Authority, the proceeds of the: (i) Series 2014 Bonds (including income earned on the investment of Series 2014 Bond proceeds), to be used in the manner prescribed herein and in the Bond Resolution to (a) permanently finance the Series 2013 Notes; (b) make the required deposit into the Debt Service Fund, if any; and (c) pay certain Costs incidental to the issuance and sale of the Series 2014 Bonds; and (ii) Series 2020 Bonds (including income earned on the investment of Series 2020 Bond proceeds), to be used in the manner prescribed herein and in the Bond Resolution to (a) finance the 2020

Refunding Program; and (b) pay certain Costs incidental to the issuance and sale of the Series 2020 Bonds."

3. Section 3.01(B) of the Original Loan Agreement is hereby amended to add a new Section 3.01(D) to read as follows:

(C) Upon original issuance of the Series 2020 Bonds, proceeds thereof, including accrued interest, if any, shall be paid to the Trustee and applied in accordance with an order of the Authority simultaneously with the delivery thereof as follows: (i) an amount equal to the Redemption Price for the Series 2014 Refunded Bonds to The Bank of New York Mellon, as Escrow Agent pursuant to the Bond Resolution, for deposit into the escrow account created by the Escrow Deposit Agreement (as defined in the Bond Resolution); (ii) an amount equal to the accrued interest, if any, on the Series 2020 Bonds for deposit in the 2020 Account in the Debt Service Fund established for the Series 2020 Bonds; (iii) an amount representing costs of issuance, for deposit in the Operating Fund and paid to the Authority in accordance with Section 505(1) of the Bond Resolution; and (iv) the remaining Series 2020 Bond proceeds, if any, shall be deposited into the 2020 Account of the Operating Fund established for the Series 2020 Bonds and paid in accordance with Section 505 of the Bond Resolution.

4. Section 3.01 of the Original Loan Agreement is hereby amended and restated in its entirety to read as follows:

**"SECTION 3.02. Benefit of Bondholders.** This Loan Agreement is executed in part to induce the purchase by others of the Series 2014 Bonds and the Series 2020 Bonds and, accordingly, all covenants, agreements and representations on the part of the County and the Authority, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the Holders from time to time of the Series 2014 Bonds and the Series 2020 Bonds. As such, any of the Funds created under the Bond Resolution and any moneys held therein shall be assigned by the Authority to the Trustee to secure repayment of the Series 2014 Bonds and the Series 2020 Bonds, respectively. The County, by execution hereof, consents to such assignment for the benefit of the Bondholders to secure repayment of the Series 2014 Bonds and the Series 2020 Bonds, respectively."

5. Section 5.01 of the Original Loan Agreement is hereby amended and restated in its entirety to read as follows:

**"SECTION 5.01. Loan Term.** This Loan Agreement shall remain in full force and effect from the date hereof until the date on which the principal or Redemption Price of and interest on the Series 2014 Bonds, the Series 2020 Bonds and any and all other Costs of the Authority with respect to the 2014 Project and the 2020 Refunding Program shall have been fully paid or provision for the payment thereof shall have been made as provided in the Bond Resolution, and the County shall have satisfied and performed all other covenants, agreements and obligations made or undertaken by the County under this Loan Agreement, at which time the Authority shall release and cancel this Loan Agreement.

The payment obligations created under this Loan Agreement are direct, general, irrevocable and unconditional obligations of the County payable from any source legally

available to the County, including, without limitation, the general tax revenues of the County, and the County shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the County for the payment of such obligations, without limitation as to rate or amount."

6. Any references to the Series 2014 Bonds contained in Sections 5.02, 5.06, 5.07 and 5.13 of the Loan Agreement shall hereby be amended to refer to "any Outstanding Series of Bonds".

7. The Original Loan Agreement is further amended and supplemented to add a new Section 5.15 to read as follows:

**"SECTION 5.15. Disclosure of Documentation.** In the event the County delivers or permits, authorizes or consents to the delivery of this Loan Agreement, the Bond Resolution or any of the other Loan Documents relating to any Series of Bonds to any Person for delivery to the Municipal Securities Rulemaking Board, prior to such delivery the County agrees that it shall redact such information contained herein as may be requested by the Underwriter and which is consistent with SEC Release No. 34-83885 (August 20, 2018), 83 Fed. Reg. 44700 (August 31, 2018) (the "Adopting Release") with respect to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). Only such copy of this Loan Agreement or such other Loan Documents reflecting such redacted material shall be delivered to the Municipal Securities Rulemaking Board. The County acknowledges and agrees that although the Underwriter may request review, edits or redactions of such materials prior to filing, the Underwriter is not responsible for the County's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with any continuing disclosure undertaking, similar agreement or applicable securities or other laws, including but not limited to those relating to Rule 15c2-12."

8. The Original Loan Agreement is further amended and supplemented to add a new Section 6.13 to read as follows:

**"SECTION 6.13 Refunding Representations.** The County hereby represents as follows:

(i) The Original Loan Agreement has not been refunded since it was executed and delivered in connection with the issuance of the Series 2014 Bonds;

(ii) The County will give written direction to the Authority pursuant to Section 402 of the Bond Resolution to call the 2014 Refunded Bonds for redemption on the Series 2014 Refunded Bonds Redemption Date;

9. References in the Original Loan Agreement to: (i) "Series 2014 Bonds" and "Outstanding Series 2014 Bonds" shall include the Series 2020 Bonds; and (ii) "any Series of Additional Bonds", "Refunding Bonds", "Bonds Outstanding", and "applicable Series of Bonds" shall include the Series 2020 Bonds, in addition to the Series 2014 Bonds.



10. References in the Original Loan Agreement to the Accounts (and subaccounts within any Account) in the Acquisition Fund, Revenue Fund, Operating Fund, Proceeds Fund, Debt Service Fund, Debt Retirement Fund, and Rebate Fund established for the Series 2014 Bonds shall be amended to include references to the Accounts (and subaccounts within any Account) established for the Series 2020 Bonds pursuant to the First Supplemental Resolution, if applicable.

11. The following Exhibit attached to the Original Loan Agreement is hereby amended and replaced by the correspondingly designated Exhibits attached to this First Amendment to Loan Agreement in connection with the issuance of the Series 2020 Bonds:

Exhibit A

12. All representations made by the County and the Authority in Sections 2.01 and 2.02 of the Original Loan Agreement, respectively, shall be in full force and effect as if made on the date hereof.

13. Except as amended by this First Amendment to Loan Agreement, all the terms and conditions of the Original Loan Agreement, including, but not limited to, those provisions contained in Section 6.07, 6.10, 7.03, 8.02, 8.03 and 8.07, shall remain in full force and effect and shall be applicable with respect to the Series 2020 Bonds.

14. This First Amendment to Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This First Amendment to Loan Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Authority has executed this First Amendment to Loan Agreement in its corporate name with its corporate seal hereto affixed and attested by its duly authorized officers, and the County has caused this First Amendment to Loan Agreement to be executed in its name with its official seal hereunto affixed and attested by its duly authorized officials, all as of the date first written above.

**THE CAMDEN COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
**JAMES R. LEX, Secretary**

By: \_\_\_\_\_  
**WILLIAM R. HOSEY, Chairman**

(SEAL)

**COUNTY OF CAMDEN, NEW JERSEY**

\_\_\_\_\_

By: \_\_\_\_\_  
**DAVID MCPEAK,  
Chief Financial Officer**

(SEAL)

STATE OF NEW JERSEY :  
SS  
COUNTY OF CAMDEN :

BE IT REMEMBERED, on this \_\_\_\_ day of \_\_\_\_\_, 2020 personally appeared before me David McPeak, personally known to me and known by me to be the person who executed the foregoing instrument in the name and on behalf of the County of Camden, New Jersey ("County"), who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of the County, that the County is the body corporate and politic described in the foregoing instrument, that the execution as well as the making of the foregoing instrument has been duly authorized by a proper resolution of the County and that he executed the said instrument and acknowledged said instrument so executed to be his voluntary act and the voluntary act and deed of the County, and stated on oath that the foregoing instrument was so signed by him and sealed and attested by \_\_\_\_\_, and delivered on behalf of the County and at its direction, and that the seal affixed to said instrument is the official seal of the County.

Sworn to and subscribed before  
me, the date aforesaid

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**EXHIBIT A**  
**SCHEDULE OF BASIC LOAN**  
**PAYMENTS**

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**LOAN AND SECURITY AGREEMENT**

**BY AND BETWEEN**

**THE CAMDEN COUNTY IMPROVEMENT AUTHORITY**

**AND**

**COUNTY OF CAMDEN, NEW JERSEY**

**DATED AS OF JULY 1, 2014**

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EXHIBIT A. LOAN PAYMENT SCHEDULE  
EXHIBIT B. CERTIFICATE AS TO AUTHORIZED COUNTY REPRESENTATIVE  
EXHIBIT C. TRUSTEE INFORMATION



**THIS LOAN AND SECURITY AGREEMENT**, dated as of July 1, 2014, by and between The Camden County Improvement Authority, a public body corporate and politic and a political subdivision of the State of New Jersey ("State"), organized and existing under the Act (as hereinafter defined) and created pursuant to a resolution of the Board of Chosen Freeholders of the County of Camden, New Jersey ("County") adopted on March 20, 1979, and any successor to its duties and functions ("Authority"), and the County, a body politic and corporate of the State (together with any supplements and amendments hereto, collectively, the "Loan Agreement").

**WITNESSETH:**

**WHEREAS**, the Authority is authorized by the County Improvement Authorities Law, constituting Chapter 183 of the Laws of 1960 of the State, as amended and supplemented (*N.J.S.A. 40:37A-44 et seq.*) ("Act"), to provide within the County, public facilities (as defined in the Act) for use by the State, the County or any beneficiary county, or any municipality in the County, or any two (2) or more or any subdivisions, departments, agencies or instrumentalities of any of the foregoing for any of their respective governmental purposes; and

**WHEREAS**, the Authority is authorized by the Act and the Redevelopment Act (as hereinafter defined) to make loans to any governmental unit or person for the planning, initiating and carrying out redevelopment projects for the elimination, and for the prevention of the development or spread of blighted, deteriorated or deteriorating areas and the disposition for uses in accordance with the objectives of the redevelopment project, of any property or part thereof acquired in the area of such project, for such consideration and for such period or periods of time and upon such terms and conditions as the Authority may fix and agree upon as long as such loans are secured by loan and security agreements, mortgages, leases and other instruments, the payments on which shall be sufficient to pay the principal of and interest on any bonds or notes issued by the Authority for such purpose, and upon such other terms and conditions as the Authority shall deem reasonable; and

**WHEREAS**, pursuant to the provisions the Local Redevelopment and Housing Law, constituting Chapter 79 of the Public Laws of 1992 of the State (*N.J.S.A. 40A:12A-1 et seq.*), and the acts amendatory therefore and supplemental thereto ("Redevelopment Act"), the Township of Pennsauken, County of Camden, New Jersey ("Township") and the County are each authorized to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in order to stimulate redevelopment in the County, and in the Township specifically, the Township Committee of the Township ("Township Committee"), by resolution adopted on May 29, 2001, designated approximately 450 acres of property in the Township as an "area in need of redevelopment" in accordance with the Redevelopment Act ("Redevelopment Area"); and

**WHEREAS**, in furtherance thereof, the Township determined, pursuant to an ordinance duly adopted by the Township Committee ("Ordinance"), to undertake the redevelopment of approximately 65 acres of the Redevelopment Area located at the intersections of Routes 73, 130 and 90 in the Township of the Redevelopment Area ("Original Crossroads Site"); and

**WHEREAS**, pursuant to the Ordinance, the Township Committee adopted a Redevelopment Plan ("Redevelopment Plan"), which set forth, inter alia, the plan for the redevelopment of the Original Crossroads Site and appointed the Authority as the "redevelopment entity" for such purpose, all in accordance with the Redevelopment Act; and

**WHEREAS**, pursuant to the Redevelopment Plan, the redevelopment project for the Original Crossroads Site was to consist of, among other things, the construction of a 6,500 seat civic center arena and the construction of a mixed use development to include retail and residential uses ("Original Redevelopment Project"); and

**WHEREAS**, upon commencement of the acquisition of the various parcels of real property constituting the Original Crossroads Site, the Authority and the County, who provided certain financial guarantees for various project notes issued by the Authority for the purpose of financing the costs of the Original Redevelopment Project, determined that the Original Redevelopment Project was untenable from a risk perspective; and

**WHEREAS**, as a result of such determination, the Original Redevelopment Project was scaled back significantly to include the redevelopment of only 35 acres of the Original Crossroads Site ("Crossroads Site") to include only mixed use residential and commercial development ("Revised Redevelopment Project"); and

**WHEREAS**, in furtherance of Revised Redevelopment Project, the Authority, as the designated Redevelopment Entity for the Township, has heretofore undertaken the completion of the acquisition of the various parcels of real property comprising the Crossroads Site and has undertaken site preparation and clearing, including demolition of existing buildings and structures on the Crossroads Site, comprehensive environmental remediation and associated relocation measures, all for the purpose of facilitating redevelopment of the Crossroads Site (collectively, the "Crossroads Redevelopment Project" and together with the Original Redevelopment Project and the Revised Redevelopment Project, the "Redevelopment Project"); and

**WHEREAS**, pursuant to and in accordance with the Act and a resolution entitled, "Resolution Authorizing the Issuance of County Guaranteed Bond Anticipation Notes (Crossroads Redevelopment Area Project) of the Camden County Improvement Authority", as amended by a Certificate of the Executive Director of the Authority dated August 28, 2003, as thereafter amended and supplemented from time to time (as amended and supplemented, the "Note Resolution"), the Authority temporarily financed a portion of the costs of Redevelopment Project through the issuance and sale from time to time of various series of its County Guaranteed Project Notes (Crossroads Redevelopment Project) [Federally Taxable]; and

**WHEREAS**, pursuant to the 2003 Note Resolution, on July 17, 2013, the Authority issued its \$20,315,000 aggregate principal amount of County Guaranteed Bond Anticipation Notes, Series 2013 (Crossroads Redevelopment Area Project) [Federally Taxable] ("Series 2013 Notes") to temporarily refinance a portion of the costs of the Redevelopment Project, which Series 2013 Notes mature on July 16, 2014; and

**WHEREAS**, the Authority and the County have now determined to permanently finance the costs of the Redevelopment Project through the issuance and sale by the Authority of its

Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014 in an aggregate principal of \$21,000,000 ("Series 2014 Bonds"), and the lending of the proceeds thereof to the County pursuant to the terms and conditions set forth in the Bond Resolution (as hereinafter defined) and this Loan Agreement; and

**WHEREAS**, all actions necessary and required under the Act for the approval of the 2014 Project (as hereinafter defined), including, without limitation, obtaining the consent of the County to undertake the financing and the consent of the County to the guaranty of the Series 2014 Bonds and the review of and consent to such financing and such guaranty by the Local Finance Board of the Division of Local Government Services, State Department of Community Affairs, have been taken prior to the issuance of the Series 2014 Bonds; and

**WHEREAS**, pursuant to the terms of this Loan Agreement, the County is required to make the Loan Payments (as hereinafter defined) to the Authority on each Loan Payment Date (as hereinafter defined) in an amount equal to the aggregate debt service on the Series 2014 Bonds due on the immediately succeeding Interest Payment Date (as hereinafter defined) or Principal Installment Date (as hereinafter defined), as the case may be; and

**WHEREAS**, the County has authorized the performance of its obligations under: (i) the Guaranty (as hereinafter defined), including the repayment of any Series 2014 Bonds, when due, issued by the Authority, through the adoption of the Guaranty; and (ii) this Loan Agreement and the Continuing Disclosure Agreement (as hereinafter defined) through the adoption of the Loan Ordinance (as hereinafter defined); and

**WHEREAS**, the Series 2014 Bonds will be issued pursuant to the provisions of Sections 201 and 203 of the Bond Resolution.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

## ARTICLE I

### DEFINITIONS AND GENERAL PROVISIONS

**SECTION 1.01. Definitions.** The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Loan Agreement unless the context clearly indicates some other meaning. Terms used herein and not defined herein shall have the meanings ascribed thereto in the Bond Resolution. Words in the singular shall include the plural and words in the plural shall include the singular where the context so requires.

**Account** or **Accounts** shall mean, as the case may be, each or all of the Accounts established and created under Article V of the Bond Resolution.

**Act** shall have the meaning set forth in the Recitals to this Loan Agreement.

**Additional Loan Payments** shall mean any and all amounts payable by the County to the Authority pursuant to this Loan Agreement including, but not limited to, Section 5.02(B) hereof representing the annual Trustee's fee and annual Authority Administrative Expenses, professional fees incurred for any arbitrage calculation, arbitrage rebate expenses and all direct and indirect costs and expenses incurred by the Authority related to the enforcement of the Bond Resolution, this Loan Agreement and the Guaranty, including reasonable attorneys' fees related hereto and thereto.

**Annual Authority Administrative Fee** shall mean the annual fee for the general administrative expenses of the Authority for each Series of Bonds, due on each anniversary of the Issue Date until such time as each such Series of Bonds are no longer Outstanding, in the amount of one-tenth of one percent of the principal amount of the applicable Series of Bonds, **plus** the amount of the actual fees which have been paid or incurred by the Authority for legal, auditing, and all other services or actions of the Authority in connection with this Loan Agreement; provided, however, that at no time shall the annual administrative fee described herein, exclusive of legal and accounting fees, be less than \$5,000 per annum.

**Article** shall mean a specified Article hereof, unless otherwise indicated.

**Authority** shall have the meaning set forth in the Recitals to this Loan Agreement.

**Authority Administrative Expenses** shall mean any and all expenses of the Authority and its agents, professionals and employees incurred or to be incurred by or on behalf of the Authority in the administration of its responsibilities under the Bond Resolution, the Guaranty and this Loan Agreement, as applicable, including, but not limited to, (i) the Initial Authority Financing Fee, (ii) the Annual Authority Administrative Fee, (iii) all fees and expenses including, but not limited to, indemnification expenses, if any, incurred in connection with the issuance of any Bonds, the financing of the 2014 Project or the compelling of the full and punctual performance of the Bond Resolution, the Guaranty and this Loan Agreement in accordance with the terms thereof and hereof, (iv) all fees and expenses including, but not limited to, indemnification expenses, if any, of counsel, auditors, insurers, Fiduciaries, and others, and (v) any fees and expenses including, but not limited to, indemnification expenses, if

any, incurred by the Paying Agent, the Bond Registrar or the Trustee or any or all Fiduciaries in connection with the performance of their respective fiduciary responsibilities under the Bond Resolution, the Guaranty and this Loan Agreement, all to the extent not capitalized pursuant to the requirements of the Bond Resolution, which Authority Administrative Expenses shall be paid as Additional Loan Payments by the County.

**Authorized Authority Representative** shall mean any Person or Persons authorized to act on behalf of the Authority by a written certificate signed on behalf of the Authority by the Chairman or Vice Chairman of the Authority containing the specimen signature of each such Person.

**Authorized County Representative** shall mean any Person or Persons authorized to act on behalf of the County as shall be set forth in a written certificate signed on behalf of the County by the Director or Deputy Director of the Board of Chosen Freeholders, which form of certificate is set forth as Exhibit B hereto and incorporated by this reference herein.

**Award Certificate** shall mean each certificate of an Authorized Authority Representative executed and delivered to the Trustee in accordance with the Delegation Resolution in connection with each Series of Bonds.

**Bond or Bonds** shall mean the Series 2014 Bonds issued pursuant to Sections 201, 202 and 203 of the Bond Resolution to provide funds to (i) permanently finance the Series 2013 Notes issued to temporarily finance a portion of the Redevelopment Project, together with any Refunding Bonds, if any; (ii) pay a portion of the capital interest on the Series 2014 Bonds through and including January 15, 2015; and (iii) pay the costs and expenses of the Authority and the County in connection with the authorization, issuance and delivery of the Series 2014 Bonds.

**Bond Counsel** shall mean the law firm of Parker McCay P.A., Mount Laurel, New Jersey, or any other lawyer or firm of lawyers with experience and nationally recognized expertise in the field of municipal finance selected by the Authority and acceptable to the Trustee.

**Bondholder, Holder, Holder of Bonds, or Owner** shall mean any Person who shall be the Registered Owner of any Bond or Bonds.

**Bond Resolution** shall mean the resolution adopted by the Authority on May 15, 2014 entitled "Resolution of The Camden County Improvement Authority Authorizing the Issuance of County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project)," as the same may be amended, modified and supplemented in accordance with the provisions thereof and pursuant to the provisions of the Award Certificate executed by the Executive Director of the Authority in connection with the issuance of each Series of Bonds, including the Series 2014 Bonds.

**Bond Year** shall mean, with respect to the Series 2014 Bonds, each 1-year period that ends on the day that is selected by the Authority. The first and last Bond Years may be short periods. If no day is selected by the Authority before the earlier of the final maturity date of the

Series 2014 Bonds or the date that is five (5) years after the Issue Date in the case of the Series 2014 Bonds, Bond Years shall end on each anniversary of the Issue Date and on the final maturity date of the Series 2014 Bonds. For each Series of Refunding Bonds, Bond Year shall be designated in the Supplemental Resolution pursuant to which such Series of Refunding Bonds is issued.

**Business Day** shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State or the State of New York or a day on which the Trustee, the Bond Registrar, any Paying Agent, the County or the Authority is legally authorized to close.

**Code** shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable regulations promulgated thereunder.

**Continuing Disclosure Agreement** shall have the meaning given to such term in Section 5.14 of this Loan Agreement.

**Cost** or **Costs** shall mean and shall be deemed to include, with respect to the 2014 Project or any portion thereof, together with any other proper and reasonable item of cost not specifically mentioned herein, whether incurred prior to or after the date of this Loan Agreement, (a) the costs of payment of, or reimbursement for, the undertaking of the 2014 Project including, but not limited to, administrative costs, capitalized interest, financing payments, fees and charges of the Trustee pursuant to the Bond Resolution, financing documents, legal fees and charges, all financial, accounting and other professional consultant fees, the Initial Authority Financing Fee for a particular Series of Bonds, all professional and consulting fees and charges of the Authority, and of the County, costs of rating agencies, bond insurance, bond insurers or credit ratings, fees for the printing, execution, transportation and safekeeping of any Series of Bonds, and any charges and fees in connection with any of the foregoing, subject to any limitations as to amount imposed by the provisions of the Code, if any; (b) any sums required to reimburse the County for advances made for any of the above items, or for any other costs incurred and for work done, which is properly chargeable to the 2014 Project; (c) deposits in any Fund or Account under the Bond Resolution, all as shall be provided in the Bond Resolution or this Loan Agreement; (d) the costs of permanently financing the Series 2013 Notes including, but not limited to, deposits to The Bank of New York Mellon, as trustee and paying agent for the Series 2013 Notes; and (e) such other expenses not specified herein or in the Bond Resolution as may be necessary or incidental to 2014 Project and the financing thereof. Cost as defined herein shall be deemed to include the costs and expenses incurred by any agent of the Authority or the County for any of the above-mentioned items or in connection with the administration and enforcement of the Bond Resolution, the Guaranty, the Continuing Disclosure Agreement and this Loan Agreement.

**County** shall have the meaning set forth in the Recitals to this Loan Agreement.

**Crossroads Site** shall mean that portion of the Redevelopment Area constituting Block 2604, Lot 1 on the official tax map of the Township.

**Debt Retirement Fund** shall mean the Fund so designated, created and established pursuant to Section 502(6) of the Bond Resolution.

**Debt Service** for any period shall mean, as of any date of calculation, with respect to a particular Series of Bonds, including the Series 2014 Bonds, an amount equal to the sum of (i) the interest accruing during such period on such Series of Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the applicable Account in the Debt Service Fund; and (ii) that portion of each Principal Installment which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the immediately preceding Principal Installment due date or, if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of original issuance of a particular Series of Bonds, whichever is later. Such interest and Principal Installments for such Series of Bonds shall be calculated on the assumption that no Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof. The calculations in the preceding sentence shall be made on the basis of a 30-day month and a 360-day year.

**Debt Service Fund** shall mean the Fund so designated, created and established pursuant to Section 502(5) of the Bond Resolution.

**Debt Service Requirement** with respect to the next Interest Payment Date for any Series of Bonds shall mean: (i) in the case of an Interest Payment Date on which interest only shall be due, interest accrued and unpaid and to accrue to such date; and (ii) in the case of an Interest Payment Date on which interest and/or a Principal Installment or Installments shall be due, interest accrued and unpaid and to accrue to such date, if any, plus the Principal Installment or Installments due on such date. The calculations in the preceding sentence shall be made on the basis of a 30-day month and a 360-day year.

**Default Interest** shall have the meaning given to such term in Section 308(2) of the Bond Resolution.

**Default Interest Payment Date** shall have the meaning given to such term in Section 308(2) of the Bond Resolution.

**Delegation Resolution** shall mean that resolution adopted by the Authority on June 12, 2014 authorizing, *inter alia*, the execution and delivery of this Loan Agreement, the Award Certificate or Award Certificates and a purchase contract or purchase contracts with the Underwriter for the sale of the Series 2014 Bonds at one or more times and in one or more Series, which resolution shall not constitute a Supplemental Resolution under the Bond Resolution.

**ECRA** shall mean the Environmental Cleanup Responsibility Act, *N.J.S.A.* 13:1K-6 *et seq.* and the regulations promulgated thereunder.

**Environmental Laws** shall mean federal, State and local laws and regulations, judgments, orders and permits governing the protection of the environment including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 *U.S.C.* 9601 *et seq.*), the Resource, Conservation and Recovery Act, as amended (42 *U.S.C.* 6901 *et seq.*), the Clean Air Act (42 *U.S.C.* 7401 *et seq.*), the Toxic Substances Control Act (15 *U.S.C.* 2601 *et seq.*), and Safe Drinking Water Act (42 *U.S.C.* 300f through

300j), ECRA, the New Jersey Spill Compensation and Control Act (*N.J.S.A.* 58:10-23.11 *et seq.*), and any subsequently enacted statutory provisions authorizing equivalent causes of action for claims arising from or related to releases, discharges, threatened releases, or threatened discharges of Hazardous Wastes.

**Event of Default** shall mean a "default" or an "Event of Default" as defined in Section 7.01 hereof but not as defined in Section 901 of the Bond Resolution.

**Favorable Opinion of Bond Counsel** shall mean an opinion of Bond Counsel, addressed to the Authority, the County and the Trustee, to the effect that the action proposed to be taken is authorized or permitted by the Bond Resolution, any Supplemental Resolution and the Act and will not adversely affect the exclusion of interest on any Series of Tax-Exempt Obligations from gross income for purposes of federal income taxation under Section 103 of the Code.

**Fiduciary** or **Fiduciaries** shall mean the Trustee, the Paying Agent, the Bond Registrar, the dissemination agent pursuant to the Continuing Disclosure Agreement or any or all of them, as may be appropriate.

**Fiscal Year** shall mean the respective twelve (12) month fiscal periods of the County or the Authority, as applicable.

**Fitch** shall mean Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, if any.

**Fund** or **Funds** shall mean, as the case may be, each or all of the Funds created and established in Section 502 of the Bond Resolution; provided, however, that such Funds do not constitute "funds" in accordance with generally accepted accounting principles.

**Guaranty** shall mean the County's unconditional and irrevocable guaranty of the punctual payment when due of the principal of and interest on the Series 2014 Bonds duly adopted on May 22, 2014 pursuant to Section 37 of the Act (*N.J.S.A.* 40:37A-80), and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH AUTHORIZED A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" TO BE ISSUED BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT," which amended and restated a resolution duly adopted by the Board on December 20, 2012 entitled, "RESOLUTION OF THE COUNTY OF CAMDEN IN THE STATE OF NEW JERSEY AUTHORIZING A GUARANTEE BY THE COUNTY OF THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" TO BE ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000 BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSE OF PERMANENTLY FINANCING THE CROSSROADS REDEVELOPMENT PROJECT," as the same may be



amended and supplemented in connection with the issuance of Refunding Bonds pursuant to the provisions of the Bond Resolution.

**Hazardous Wastes** shall mean any toxic or hazardous gaseous, liquid or solid materials or waste including, without limitation, materials or substances having characteristics of ignitability, corrosivity, reactivity or extraction procedure toxicity or substances or materials which are listed on any of the United States Environmental Protection Agency's list of hazardous wastes which are identified in Appendix "A" of *N.J.A.C. 7:1E*, as the same may be amended from time to time, other than in accordance with applicable Environmental Laws, generated or created at or emitted or disposed from the Redevelopment Project.

**Initial Authority Financing Fee** shall mean, with respect to: (i) the Series 2014 Bonds, \$0.00; and (ii) any Series of Refunding Bonds, the amount specified in the applicable Supplemental Resolution authorizing such Series of Refunding Bonds or the award certificate executed by an Authorized Authority Representative in connection with the sale and award of such Series of Refunding Bonds.

**Interest Payment Date** shall mean, (i) with respect to the Series 2014 Bonds, each January 15 and July 15, commencing January 15, 2015, and such other date or dates as provided for in the Award Certificate for the Series 2014 Bonds, and (ii) such other dates as shall be established by a Supplemental Resolution authorizing a Series of Refunding Bonds. In the event an Interest Payment Date is not a Business Day, interest shall be paid on the next succeeding Business Day for interest accrued to the Interest Payment Date.

**Issue Date** shall mean, with respect to (i) the Series 2014 Bonds, July 15, 2014; and (ii) any Series of Refunding Bonds, the date on which the Trustee authenticates the Series of Refunding Bonds and on which such Series of Refunding Bonds are delivered to the purchasers thereof upon original issuance.

**Loan** shall mean the loan made by the Authority to the County in the aggregate principal amount of \$21,000,000 (which amount shall also be specified in the Award Certificate relating to the Series 2014 Bonds), to finance the aggregate Costs of the 2014 Project under the terms and conditions set forth herein.

**Loan Agreement** shall mean this Loan and Security Agreement, dated as of July 1, 2014, by and between the Authority and the County, together with any supplements and amendments hereto, relating to the 2014 Project to be financed with the proceeds of the Loan.

**Loan Documents** shall mean, collectively, this Loan Agreement, the Guaranty, the Continuing Disclosure Agreement, the Bond Resolution and all documents and instruments executed and delivered in connection herewith and therewith and all amendments and modifications hereto and thereto.

**Loan Ordinance** shall mean the resolution finally adopted by the County on May 22, 2014 and entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY AMENDING AND RESTATING A RESOLUTION FINALLY ADOPTED ON DECEMBER 20, 2012 WHICH PROVIDED THE COUNTY'S CONSENT WITH RESPECT TO VARIOUS ITEMS RELATED TO THE CROSSROADS REDEVELOPMENT AREA PROJECT", which amended and restated a

resolution duly and finally adopted by the Board on December 20, 2012 entitled, "RESOLUTION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF CAMDEN, NEW JERSEY PROVIDING THE COUNTY'S CONSENT TO (I) PERMANENTLY FINANCE THE AUTHORITY'S COUNTY GUARANTEED BOND ANTICIPATION NOTES, SERIES 2012 (CROSSROADS REDEVELOPMENT AREA PROJECT) [FEDERALLY TAXABLE], (II) THE ISSUANCE BY THE CAMDEN COUNTY IMPROVEMENT AUTHORITY OF ONE OR MORE SERIES OF ITS TAX-EXEMPT AND/OR TAXABLE "COUNTY GUARANTEED LOAN REVENUE BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2013" IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$19,900,000, FOR THE PURPOSE OF FINANCING THE PROJECT AUTHORIZED HEREBY, AND (III) THE LOAN AND SECURITY AGREEMENT BY AND BETWEEN THE COUNTY AND THE AUTHORITY IN CONNECTION WITH THE FINANCING AUTHORIZED HEREBY," approving and authorizing the execution and delivery, among other things, of this Loan Agreement and the Continuing Disclosure Agreement by the County and the performance of its obligations hereunder and thereunder, including payment of Loan Payment obligations hereunder and Debt Service on any Bonds issued by the Authority, including the Series 2014 Bonds.

**Loan Payment** shall mean the sum of money representing principal and interest necessary to amortize the aggregate Debt Service on the Series 2014 Bonds payable by the County on each Loan Payment Date, as set forth in Exhibit A hereto and incorporated by this reference herein, as described in Section 5.02(A) hereof and redemption premium, if any, to the extent required to redeem the Series 2014 Bonds pursuant to Article IV of the Bond Resolution and, as applicable, Additional Loan Payments payable by the County upon demand pursuant to Section 5.02(B) hereof.

**Loan Payment Date** shall mean, (i) with respect to the Series 2014 Bonds, five (5) Business Days prior to each Interest Payment Date, Principal Installment Date or Sinking Fund Installment due date, as applicable, and (ii) such other dates determined in accordance herewith as may be set forth in a Supplemental Resolution authorizing a Series of Refunding Bonds.

**Loan Term** shall mean the period during which this Loan Agreement is in effect as specified in Section 5.01 hereof.

**Month** shall mean a calendar month.

**Moody's** shall mean Moody's Investors Services, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, if any.

**Official Statement** shall mean the Official Statement of the Authority, dated June 26, 2014, prepared in connection with the offering and sale of the Series 2014 Bonds.

**Operating Fund** shall mean the Fund so designated, created and established pursuant to Section 502(3) of the Bond Resolution.

**Outstanding** when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Bond Resolution except:

- (i) Bonds canceled by the Trustee at or prior to such date;
- (ii) Bonds (or portions of Bonds) for the payment of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, together with interest to accrue thereon to the date of maturity or redemption date, shall be held in an irrevocable trust under the Bond Resolution and set aside for such payment or redemption (whether at or prior to the maturity date); provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as specified in Article IV of the Bond Resolution;
- (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII of the Bond Resolution and as described in Section 1206 of the Bond Resolution; and
- (iv) Bonds deemed to have been paid as provided in Section 1301 of the Bond Resolution.

**Person** or **Persons** shall mean any individual, corporation, partnership, limited liability company, joint venture, trust or unincorporated organization or a governmental agency or any political subdivision thereof.

**Prepayment** shall mean any amounts received as prepayments of Loan Payments pursuant to Section 5.06 hereof.

**Principal Installment** shall mean, as of any date of calculation, and with respect to a particular Series of Bonds, so long as any Bonds thereof are Outstanding, (i) the principal amount of such Series of Bonds due on a certain future date for which no Sinking Fund Installments have been established plus any applicable redemption premium thereon, and (ii) any Sinking Fund Installments due on a certain future date for such Series of Bonds, if any, plus the amount of the sinking fund redemption premium, if any, which would be applicable upon redemption of such Series of Bonds on such future date in a principal amount equal to such Sinking Fund Installments.

**Principal Installment Date** shall mean, (i) with respect to the Series 2014 Bonds, each July 15, commencing July 15, 2017, or such other date or dates as provided for in the Award Certificate for the Series 2014 Bonds, on which any Principal Installment shall become due and payable by the Authority, or (ii) such other date as set forth in a Supplemental Resolution authorizing a Series of Refunding Bonds. In the event a Principal Installment Date is not a Business Day, principal shall be paid on the next succeeding Business Day for the Principal Installment payable on the Principal Installment Date.

**Proceeds** shall mean any insurance, condemnation, performance bond, letter of credit or any other financial guaranty proceeds paid with respect to the 2014 Project remaining after payment therefrom of all expenses incurred in the collection thereof.

**Proceeds Fund** shall mean the Fund so designated, established and created pursuant to Section 502(4) of the Bond Resolution.

**Rebate Fund** shall mean the Fund so designated, created and established pursuant to Section 502(7) of the Bond Resolution.

**Redevelopment Act** means the New Jersey Local Redevelopment and Housing Law, constituting Chapter 79 of the Public Laws of 1992 of the State (*N.J.S.A. 40A:12A-1 et seq.*), and the acts amendatory therefore and supplemental thereto.

**Redevelopment Area** means that certain 450 acre tract of real property in the Township designated as an "area in need of redevelopment" in accordance with the Redevelopment Act.

**Redevelopment Project** shall mean a capital improvement project consisting of the redevelopment of a portion of the Redevelopment Area, including the acquisition of certain real property, the demolition and clearing of certain buildings and structures located on the property and the completion of environmental remediation thereof.

**Record Date** shall mean, (i) with respect to the Series 2014 Bonds, January 1 and July 1 next preceding any Interest Payment Date, or such other date or dates as provided for in the Award Certificate for the Series 2014 Bonds, or (ii) such other dates as set forth in a Supplemental Resolution authorizing a Series of Refunding Bonds.

**Refunding Bonds** shall mean any Bonds authenticated and delivered on original issuance pursuant to Section 205 of the Bond Resolution, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII of the Bond Resolution and as described in Section 1206 of the Bond Resolution.

**Registered Owner** shall mean the Owner of any Bond which is issued in fully registered form, as determined on the Record Date, as reflected on the registration books of the Authority which shall be kept and maintained on behalf of the Authority at the principal corporate trust office of the Bond Registrar.

**Revenues** shall mean (i) all amounts, including Loan Payments, received by the Authority from the County under this Loan Agreement, (ii) any moneys or securities held pursuant to the Bond Resolution and paid or required to be paid into the Debt Service Fund, (iii) any payments made by the County to the Authority pursuant to the Guaranty and Sections 508(2) and 708 of the Bond Resolution, (iv) interest received on any moneys or Investment Securities held under the Bond Resolution (other than in the Rebate Fund) and required to be paid into the Revenue Fund pursuant to the Bond Resolution, and (v) any other amounts received from any other source by the Authority and pledged by the Authority as security for the payment of a particular Series of Bonds pursuant to a Supplemental Resolution.

**Rule** shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Series** shall mean all of the Bonds authenticated and delivered upon original issuance at one or more times and pursuant to the Bond Resolution and any Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 406 or after any action taken as provided in Articles XI and XII of the Bond Resolution and as described in Section 1206 of the Bond Resolution, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

**Series 2013 Notes** shall mean the \$20,315,000 principal amount of County Guaranteed Loan Revenue Notes, Series 2013 (Crossroads Redevelopment Project) [Federally Taxable] issued by the Authority on July 17, 2013 and maturing on July 16, 2014, to temporarily finance a portion of the costs of the Redevelopment Project.

**Series 2014 Bonds** shall mean the \$21,000,000 aggregate principal amount of Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014, issued by the Authority on July 15, 2014, with a final maturity date of July 15, 2037, to finance the Costs of the 2014 Project.

**Standard & Poor's** or **S&P** shall mean Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, if any.

**State** shall mean the State of New Jersey or any successor to its duties and functions.

**Supplemental Resolution** shall mean any resolution supplemental to or amendatory of the Bond Resolution adopted by the Authority in accordance with Section 205 and Article XI of the Bond Resolution, but shall not include the Delegation Resolution.

**Taxable Obligations** or **Taxable Bonds** shall mean any Series of Bonds, including the Series 2014 Bonds, which are issued pursuant to the terms of the Bond Resolution the interest on which is includable in gross income for Federal income tax purposes pursuant to the provisions of the Code.

**Tax-Exempt Obligations** or **Tax-Exempt Bonds** shall mean any Series of Bonds which are issued pursuant to the terms of the Bond Resolution together with an opinion of Bond Counsel to the effect that the interest on such Series of Bonds is not includable in gross income of the Owners thereof for federal income tax purposes pursuant to the provisions of the Code.

**Township** means the Township of Pennsauken, in the County of Camden, New Jersey, a municipal body public and corporate of the State.

**Trustee** shall mean, with respect to the Series 2014 Bonds and any Series of Refunding Bonds issued under the Bond Resolution, The Bank of New York Mellon, Woodland Park, New Jersey and its successors and assigns or any other bank, trust company or national

banking association that at any time may be substituted in its place pursuant to the Bond Resolution or appointed trustee pursuant to a Supplemental Resolution.

**2003 Note Resolution** shall mean the resolution adopted by the Authority on March 13, 2003 entitled, "Resolution Authorizing the Issuance of County Guaranteed Bond Anticipation Notes (Crossroads Redevelopment Project) of the Camden County Improvement Authority," as amended, modified and supplemented in accordance with the provisions thereof, including by a supplemental resolution of the Authority duly adopted on June 14, 2013 and pursuant to the provisions of the Certificate of Determination and Award, dated July 10, 2013, executed by the Executive Director of the Authority in connection with the issuance of the Series 2013 Notes.

**2014 Project** shall mean: (i) the permanent financing, by the current refunding and payment at maturity, of the outstanding Series 2013 Notes on July 16, 2014, the maturity date of the Series 2013 Notes; (ii) the funding of a portion of the capitalized interest on the Series 2014 Bonds through and including January 15, 2015; and (iii) the payment of the costs and expenses incurred by the Authority and the County in connection with the issuance and sale of the Series 2014 Bonds.

**Underwriter** shall mean Raymond James & Associates, Inc., the underwriting firm named in the purchase contract between the Authority and the Underwriter and the Award Certificate, dated June 26, 2014, the date of sale of the Series 2014 Bonds.

**Yield** shall mean that yield which when used in computing the present worth of all payments of principal of and interest on an obligation produces an amount equal to its purchase price. The Yield for Bonds issued as Tax-Exempt Obligations is to be computed in accordance with Treasury Regulations Section 1.148-4. The Yield on an investment is to be computed in accordance with Treasury Regulations Section 1.148-5.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**SECTION 2.01. County's Representations and Warranties.** The County represents and warrants that:

(A) It is a duly formed and validly existing political subdivision of the State governed by the Constitution and laws of the State, with full power and legal right to enter into this Loan Agreement and to perform its obligations hereunder, under the Guaranty and under any other Loan Documents to which it is a party.

(B) The adoption of the Guaranty and the Loan Ordinance and the entering into of this Loan Agreement by the County and the performance of its obligations thereunder and hereunder have been duly authorized by all necessary action of its governing body and does not violate or constitute, on the part of the County, a violation of, breach of or default under any agreement, indenture, mortgage, deed of trust, instrument or other document by which the County or any of its properties are bound or with respect to any law, statute, rule or regulation or, to the knowledge of the County, order of any court or governmental agency.

(C) This Loan Agreement constitutes a legal, valid and binding obligation of the County, enforceable in accordance with its terms, subject to bankruptcy, insolvency or other similar laws or equitable principles affecting generally the enforcement of creditors' rights.

(D) Except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, pending or, to the knowledge of the County, threatened, or any basis therefor, wherein an unfavorable decision, ruling or finding would: (1) result in any material adverse change in the financial condition, properties or operations of the County that would materially adversely affect the ability of the County to make Loan Payments; (2) materially adversely affect the ability of the County to perform its obligations under this Loan Agreement, the Guaranty and the Loan Ordinance; (3) materially impair the 2014 Project; (4) materially adversely affect the transactions contemplated by this Loan Agreement; or (5) adversely affect the validity or enforceability of the Series 2014 Bonds, the Bond Resolution, this Loan Agreement, the Guaranty, the Loan Ordinance or any other documents related to the 2014 Project to which the County is a party.

(E) Neither the execution and delivery of this Loan Agreement nor the fulfillment of or compliance with the terms and conditions contained herein is prevented, limited by, conflicts with or results in a breach of, the terms, conditions or provisions of (1) any law, rule, regulation or, to the knowledge of the County, order of any court or governmental agency, or (2) any agreement, instrument or evidence of indebtedness to which the County is bound, or constitutes a default under any of the foregoing. All consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the undertaking by the County of the 2014 Project and the transactions contemplated hereby and by the other Loan Documents either have been obtained or are reasonably expected to be obtained in due course.

(F) All statements, representations and warranties made by the County in connection with the financing of the 2014 Project, the issuance of the Series 2014 Bonds, or the Loan Documents or in any other document, agreement, certificate or instrument delivered or to

be delivered by the County in connection with any of the foregoing shall be true, correct and complete in all material respects at the time they were made and on and as of the Issue Date of the Series 2014 Bonds, and no information has been or will be omitted which would make any of the foregoing misleading or incomplete.

(G) All statements, representations and warranties made by the County in connection with the financing of the 2014 Project, the issuance of the Series 2014 Bonds, or in any other document, agreement, certificate or instrument delivered by the County in connection with any of the foregoing continues to remain true, correct and complete in all material respects on and as of the Issue Date of the Series 2014 Bonds, and no information has been omitted which would make any of the foregoing misleading or incomplete.

(H) There has been no material adverse change in the financial condition or operation of the County not reflected in any financial statement, certificate or any other document submitted by the County to the Authority.

(I) No legislation has been enacted which in any way adversely affects the execution and delivery of this Loan Agreement or the adoption of the Guaranty or the Loan Ordinance or the creation, organization or existence of the County or the titles to office of any officials thereof or the power of the County to carry out its obligations under this Loan Agreement or the Guaranty.

(J) Except as otherwise disclosed in the Official Statement, the County is not a party to any indenture, loan, any other agreement, resolution, contract, instrument, or subject to any restriction, which may reasonably be expected to have a material adverse effect on its properties, operations or conditions, financial or otherwise, or on its ability to carry out its obligations under this Loan Agreement or the Guaranty.

(K) The County is not, as of the date hereof, in default or noncompliance in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party or by which it is bound or with respect to any law, statute, rule or regulation or, to the knowledge of the County, any judgment, writ, injunction or order of any court or governmental agency.

(L) The County has not taken and will not take any action and knows of no action that any other Person has taken or intends to take, which would cause this Loan Agreement or the Guaranty to be invalid or unenforceable in whole or in part or which would cause the interest income on any Series of Tax-Exempt Obligations to be includable in the gross income of the Holders thereof under the Code.

(M) The County shall apply the proceeds from the sale of the Series 2014 Bonds for the respective purposes specified and in the manner provided for in this Loan Agreement.

(N) The County shall annually provide moneys for payment of its Loan Payment obligations hereunder (including, but not limited to, Debt Service on any Bonds issued by the Authority which are Outstanding under the Bond Resolution, including the Series 2014 Bonds, and Additional Loan Payments).



(O) Any certificate signed by an Authorized County Representative and delivered to the Trustee or the Authority shall be deemed a representation and warranty by the County to the Trustee or the Authority, as the case may be, as to the statements made therein.

**SECTION 2.02. Authority Representations and Findings.** The Authority hereby confirms its findings and represents that:

(A) It is a public body corporate and politic constituting an instrumentality of the State, duly organized and existing under the laws of the State, particularly the Act. The Authority is authorized to issue the Series 2014 Bonds in accordance with the Act, to use the proceeds from the sale of the Series 2014 Bonds to make the Loan to the County and to enter into this Loan Agreement and to perform its obligations hereunder.

(B) The Authority has complied with the provisions of the Act and has full power and authority pursuant to the Act to consummate all transactions contemplated by this Loan Agreement, the Series 2014 Bonds, the Bond Resolution and any and all other agreements relating thereto and to issue, sell and deliver the Series 2014 Bonds as provided in the Bond Resolution.

(C) By the Bond Resolution and the Delegation Resolution each duly adopted by the Authority and still in full force and effect, the Authority has duly authorized the execution, delivery and due performance of this Loan Agreement and the Series 2014 Bonds and the taking of any and all actions as may be required on the date hereof on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by the Bond Resolution, the Delegation Resolution, the Series 2014 Bonds and this Loan Agreement. All approvals of the Authority necessary in connection with the foregoing have been received.

(D) The Series 2014 Bonds have been duly authorized, executed, issued, sold and delivered and constitute valid and binding direct, limited and special obligations of the Authority, the principal of, redemption premium, if any, and interest on which are payable solely from the Revenues derived pursuant to this Loan Agreement and pledged therefor by the Bond Resolution. The Series 2014 Bonds shall not be in any way a debt or liability of the State or of any political subdivision thereof other than the Authority (limited solely to the Pledged Property) and, as applicable under and limited by this Loan Agreement and the Guaranty, the County, and shall not create or constitute any indebtedness, liability or obligation of the State or of any political subdivision thereof other than the Authority (limited solely to the Pledged Property) and, as applicable under and limited by this Loan Agreement and the Guaranty, the County, or be or constitute a pledge of the faith and credit of the State or of any political subdivision thereof other than, as applicable under and limited by this Loan Agreement and the Guaranty, the County.

(E) The adoption of the Bond Resolution and the Delegation Resolution and the execution and delivery of this Loan Agreement and the Series 2014 Bonds, and compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the Authority a violation of the Constitution of the State or a violation or breach of or default under its by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Authority is a party or by which the Authority is bound or, to the

knowledge of the Authority, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities which are required to be obtained by the Authority for the consummation of the transactions contemplated hereby and thereby have been obtained.

(F) The Authority shall apply the proceeds from the sale of the Series 2014 Bonds and the Revenues derived under this Loan Agreement for the purposes specified and in the manner provided in this Loan Agreement and the Bond Resolution.

(G) Neither the execution and delivery of this Loan Agreement nor the fulfillment of or compliance with the terms and conditions contained herein is prevented, limited by, conflicts with or results in a breach of, the terms, conditions or provisions of (1) any law, rule, regulation or, to the knowledge of the Authority, order of any court or governmental agency, or (2) any agreement, instrument or evidence of indebtedness to which the Authority is bound, or constitutes a default under any of the foregoing. All consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the undertaking by the Authority of the 2014 Project and the transactions contemplated hereby and by the other Loan Documents either have been obtained or are reasonably expected to be obtained in due course.

(H) No legislation has been enacted which in any way adversely affects the execution and delivery of this Loan Agreement or the creation, organization or existence of the Authority or the titles to office of any officials thereof or the power of the Authority to carry out its obligations under this Loan Agreement.

(I) Except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity, or before or by any court, public board or body pending or, to the knowledge of the Authority, threatened against or affecting the Authority, or any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated hereby, or which in any way would materially adversely affect the validity of the Series 2014 Bonds, the Bond Resolution, this Loan Agreement or any other agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby or the exclusion from taxation as set forth herein.

(J) Any certificate signed by an Authorized Authority Representative and delivered to the Trustee or the County shall be deemed a representation and warranty by the Authority to the Trustee or the County, as the case may be, as to the statements made therein.

**Section 2.03. Survival of 2003 Note Resolution Covenants.** Notwithstanding anything else to the contrary contained in the 2003 Note Resolution, if the Authority shall pay or cause to be paid, or there shall otherwise be paid pursuant to the provisions of Article XII of the 2003 Note Resolution, to or for the account of the holders of all Series 2013 Notes the principal, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated in the Series 2013 Notes and in the 2003 Note Resolution prior to payment in full of the Series 2013 Notes or any bonds or notes issued to refinance the Series 2013 Notes, then all of the covenants, agreements and other obligations of the Authority set forth in the 2003

Note Resolution with respect to the Series 2013 Notes including, but not limited to, Article VIII thereof, shall survive and shall be incorporated herein by reference without further amendment or supplementation of the Bond Resolution or this Loan Agreement; provided, however, that any obligations of the County under the 2003 Note Resolution shall be extinguished upon payment of the Series 2013 Notes.

## ARTICLE III

### ISSUE OF SERIES 2014 BONDS; LENDING CLAUSE

**SECTION 3.01. Issue of the Series 2014 Bonds; Lending Clause.** (A) The Authority shall issue, sell and deliver the Series 2014 Bonds in accordance with the terms of the Bond Resolution and the Award Certificate, subject to the execution of one or more bond purchase contracts by and between the Authority and the Underwriter for the Series 2014 Bonds.

(B) The Authority agrees to lend to the County, and the County agrees to borrow from the Authority, the proceeds of the Series 2014 Bonds (including income earned on the investment of Series 2014 Bond proceeds), to be used in the manner prescribed herein and in the Bond Resolution to: (i) permanently finance the Series 2013 Notes; (ii) make the required deposit into the Debt Service Fund, if any; and (iii) pay certain Costs incidental to the issuance and sale of the Series 2014 Bonds.

(C) Upon original issuance of the Series 2014 Bonds, proceeds thereof, including accrued interest, if any, shall be paid to the Trustee and applied in accordance with an order of the Authority simultaneously with the delivery thereof as follows: (i) an amount equal to the payment due on July 16, 2014 for the outstanding principal and interest of the Series 2013 Notes for deposit in the 2013 Notes Redemption Account established in the Debt Service Fund pursuant to the Delegation Resolution to be thereafter paid by the Trustee to The Bank of New York Mellon, as trustee and paying agent for the Series 2013 Notes; (ii) an amount equal to the accrued interest, if any, on the Series 2014 Bonds for deposit in the 2014 Account in the Debt Service Fund established for the Series 2014 Bonds; (iii) an amount representing costs of issuance, for deposit in the Operating Fund and paid to the Authority in accordance with Section 505(1) of the Bond Resolution; (iv) an amount equal to a portion of the capitalized interest due on the Series 2014 Bonds through and including January 15, 2015 available from the proceeds of the Series 2014 Bonds for deposit into the 2014 Capitalized Interest Account of the Debt Service Fund established for the Series 2014 Bonds as designated in the Award Certificate of the Authority authorized by the Delegation Resolution; and (v) the remaining Series 2014 Bond proceeds, if any, shall be deposited into the 2104 Account of the Operating Fund established for the Series 2014 Bonds and paid in accordance with Section 505 of the Bond Resolution.

**SECTION 3.02. Benefit of Bondholders.** This Loan Agreement is executed in part to induce the purchase by others of the Series 2014 Bonds and, accordingly, all covenants, agreements and representations on the part of the County and the Authority, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the Holders from time to time of the Series 2014 Bonds. As such, any of the Funds created under the Bond Resolution (excluding the Rebate Fund) and any moneys held therein shall be assigned by the Authority to the Trustee to secure repayment of the Series 2014 Bonds. The County, by execution hereof, consents to such assignment for the benefit of the Bondholders to secure repayment of the Series 2014 Bonds.

**SECTION 3.03. Compliance With Bond Resolution.** The County covenants and agrees to do all things within its power to comply with and to enable the Authority to comply with the Bond Resolution, this Loan Agreement and any other Loan Documents to which the

Authority is a party and to fulfill and to enable the Authority to fulfill all covenants of the Bond Resolution and the Loan Documents.

## ARTICLE IV

### THE 2014 PROJECT

**SECTION 4.01. The Redevelopment Project.** The Authority, on behalf of the Township, shall complete the Redevelopment Project in accordance with all statutory and regulatory requirements. The Authority agrees that it will use its best efforts to cause the Redevelopment Project to be completed as soon as may be practicable, delays incident to strikes, riots, acts of God, the public enemy or any delay beyond its reasonable control only excepted; but if for any reason such completion is delayed there shall be no diminution in or postponement of the amounts payable to the Authority by the County under this Loan Agreement.

**SECTION 4.02. Bonds Not to Become Arbitrage Bonds.** As provided in Article VI of the Bond Resolution, the Trustee will invest moneys held by the Trustee as directed by the Authority, in writing, upon written instructions from the County. The County hereby covenants to the Authority and to the Holders of any Bonds issued as Tax-Exempt Obligations that, notwithstanding any other provision of this Loan Agreement or any other instrument, it will neither make, instruct the Authority to make nor require the Trustee to make any investment or other use of the proceeds of a Series of Bonds issued as Tax-Exempt Obligations which would cause such Series of Bonds issued as Tax-Exempt Obligations to be arbitrage bonds under Section 148 of the Code, and that it will comply with the requirements of such Section throughout the term of such Series of Bonds issued as Tax-Exempt Obligations.

## ARTICLE V

### TERM AND PAYMENTS

**SECTION 5.01. Loan Term.** This Loan Agreement shall remain in full force and effect from the date hereof until the date on which the principal, Redemption Price or Make-Whole Redemption Price of and interest on the Series 2014 Bonds and any and all other Costs with respect to the 2014 Project shall have been fully paid or provision for the payment thereof shall have been made as provided in the Bond Resolution, and the County shall have satisfied and performed all other covenants, agreements and obligations made or undertaken by the County under this Loan Agreement, at which time the Authority shall release and cancel this Loan Agreement.

The payment obligations created under this Loan Agreement are direct, general, irrevocable and unconditional obligations of the County payable from any source legally available to the County, including, without limitation, the general tax revenues of the County, and the County shall, if necessary, levy *ad valorem* taxes upon all the taxable real property within the jurisdiction of the County for the payment of such obligations, without limitation as to rate or amount.

**SECTION 5.02. Payments.** (A) Loan Payments. The County agrees to repay the Loan in an amount which is equal to that portion of the principal of, redemption premium, if any, and interest on the Series 2014 Bonds. The County agrees to pay to the Trustee, in immediately available funds, at the address shown on Exhibit C annexed hereto and incorporated by this reference herein or at such other address as the County may be notified in writing pursuant to Section 8.11 of this Loan Agreement, on each Loan Payment Date, an amount in accordance with the schedule of Loan Payments for the Series 2014 Bonds set forth in Exhibit A annexed hereto and incorporated by this reference herein, which will equal the County's Loan Payment obligation which is to be applied to the Debt Service payable on the Series 2014 Bonds on the immediately succeeding Interest Payment Date or Principal Installment Date, as applicable; provided, however, that with respect to the Loan Payments required to be paid pursuant to this Section 5.02, no Loan Payments shall be payable on any Loan Payment Date to the extent the Debt Service payable on such Loan Payment Date shall be paid or provided for under the Bond Resolution from the proceeds of the Series 2014 Bonds designated therefor by the Authority or from the income derived from the investment of amounts in the Funds or other amounts available in the Debt Service Fund established by and maintained under the Bond Resolution.

(B) Additional Payments. In addition to the Loan Payments required by paragraph (A) of this Section 5.02, the County agrees to pay to the Trustee, as the same shall become due and payable at any time during the Loan Term, on any Loan Payment Date or thirty (30) days after written demand by the Trustee, such sums as represent Additional Loan Payments including, but not limited to, Authority Administrative Expenses and any other amounts due hereunder, as shall have been submitted by the Authority, in writing, to the Trustee, with a copy to and approved by the County. Specifically, but not by way of limitation, the County agrees to pay to, or upon the order of, the Authority (a) on or before the Issue Date, the Initial Authority Financing Fee with respect to the Series of Bonds being issued by the Authority; (b) on or before the Issue Date for the Series 2014 Bonds, the Owner's Representative Fee for the Redevelopment

Project; and (c) on each anniversary of the Issue Date with respect to each Series of Bonds until such time as such Series of Bonds are no longer Outstanding, the Annual Authority Administrative Fee.

**SECTION 5.03. Application/Assignment of Payments.** The Loan Payments provided for in paragraph (A) of Section 5.02 hereof and any Additional Loan Payments provided for in paragraph (B) of Section 5.02 hereof shall be paid to and assigned to the Trustee for the account of the Authority and applied as provided in this Loan Agreement and the Bond Resolution.

**SECTION 5.04. [Reserved].**

**SECTION 5.05. County Loan Payment Obligations Unconditional.** The obligations of the County to make payments required under Section 5.02 hereof and all other payments required under this Loan Agreement, as well as to perform its other obligations under this Loan Agreement, shall be absolute and unconditional without counterclaim, recoupment, defense or set-off by reason of any default by any party under any contract for the Redevelopment Project or by the Authority under this Loan Agreement or under any other agreement, if any, between the County and the Authority. Except as may be expressly provided herein or in the Bond Resolution, such payments shall not be decreased, abated, postponed or delayed for any reason whatsoever including, without limiting the generality of the foregoing, failure to commence or complete the 2014 Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Redevelopment Project, the taking of any part of the Redevelopment Project, frustration of purpose, failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement, it being the intention of the parties that the payments required of the County hereunder will be paid in full when due without any delay or diminution whatsoever. Notwithstanding the above, any payment made under protest by the County to the Authority shall be made without prejudice to the right of the County to proceed against the Authority, or the defaulting party, as a result of the foregoing.

Notwithstanding anything in this Loan Agreement to the contrary, the cost and expense of the performance by the County of its obligations under this Loan Agreement and the incurrence of any liabilities of the County under this Loan Agreement including, without limitation, the obligation for the payment of all Loan Payments and all other amounts required to be paid by the County under this Loan Agreement is a direct and general obligation for which the full faith and credit of the County is hereby pledged, which obligation is not subject to County appropriation and, unless the Loan Payments and such other amounts required to be paid by the County under this Loan Agreement are paid from other sources, the County shall be obligated to levy *ad valorem* taxes on all taxable real property within the jurisdiction of the County without limitation as to rate or amount.



**SECTION 5.06. Prepayments.** To the extent the Series 2014 Bonds are subject to optional and optional make-whole redemption under the Bond Resolution, the County shall have the option to prepay in full or in part the unpaid balance of the Loan, together with the Redemption Price or Make-Whole Redemption Price, as applicable, if any, on the Series 2014 Bonds, upon written notice to the Trustee and the Authority of its intention to prepay the Loan, which notice shall comply, in all respects, with the provisions of Sections 402 and 405 of the Bond Resolution. The County shall pay to the Trustee the amount of the Prepayment on a date at least five days (5) days prior to the redemption date identified in the notice referred to herein for deposit by the Trustee in the Debt Retirement Fund to be applied to the redemption of the Series 2014 Bonds in accordance with Section 509 of the Bond Resolution.

In addition, pursuant to Section 205 of the Bond Resolution, the Authority shall have the right to effectuate a refunding of the Series 2014 Bonds through the issuance of Refunding Bonds, and the County shall consent, in a writing addressed to the Authority, to the issuance of such Refunding Bonds prior thereto.

**SECTION 5.07. Payment on Termination of Loan Agreement.** The Authority agrees that, upon termination of this Loan Agreement, after first deducting any moneys due to the Authority for the Authority Administrative Expenses incurred or accruing, including but not limited to the Annual Authority Administrative Fee, or due to the Fiduciaries for fees and expenses of the same, and so long as no Series of Bonds remain Outstanding and payment therefor has been provided for in full, the Authority shall direct the payment to the County of all moneys or securities held by the Trustee pursuant to the Bond Resolution and this Loan Agreement. If such expenses are not fully met from such payment by the Trustee to the Authority, the County shall immediately reimburse the Authority therefor.

**SECTION 5.08. Indemnification of Authority.** Both during the Loan Term and thereafter, to the extent permitted by law, the County shall indemnify and hold the Authority harmless against, and the County shall pay, any and all liability, loss, cost, damage, claim, judgment or expense, of any and all kinds or nature and however arising, (i) other than as a result of the gross negligence or willful misconduct of the Authority, its members, professionals, officers, agents, servants or employees, which the Authority may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the County relating to the 2014 Project; or (ii) other than as a result of the gross negligence or willful misconduct of the Authority, its members, professionals, officers, agents, servants or employees, arising out of or caused by any untrue or misleading statement of a material fact relating to the County in Appendix A of the Official Statement or any omission of any material fact relating to the County in Appendix A in the Official Statement. It is mutually agreed by the County and the Authority that neither the Authority nor its members, professionals, officers, agents, servants or employees shall be liable in any event for any action performed or omitted to be performed under this Loan Agreement and that the County shall save the Authority harmless from any claim or suit of whatsoever nature arising hereunder and thereunder *except* for such claims or suits arising as a result of the Authority's: (i) gross negligence or willful misconduct; or (ii) completion of the Redevelopment Project on behalf of the Township and the activities of the Authority related thereto. This provision shall survive the end of the Loan Term and the final maturity of the Series 2014 Bonds.

The County, at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the Authority, its members, professionals, officers, agents, servants or employees relating to the performance of its obligations hereunder; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance as may be provided for in this Loan Agreement from its obligation to defend the County, the Authority, the Trustee and any other insured named in such policy or policies of insurance in connection with claims, suits or actions covered by such policy or policies. The County agrees that it shall give the Authority and the Trustee prompt notice, in writing, of the County's actual and/or constructive knowledge of the filing of each such claim and the institution of each such suit or action.

The Authority agrees that it:

(i) shall give the County prompt notice, in writing, of the Authority's actual and/or constructive knowledge of the filing of each such claim and the institution of each such suit or action;

(ii) shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action; and

(iii) shall permit the County to assume full control of the adjustment, settlement, compromise or defense of each such claim, suit or action. Notwithstanding the foregoing, the County shall keep the Authority informed as to the progress of any suit, claim or action, and the County shall not reach a final settlement, adjustment or compromise without the Authority's prior approval, which approval shall not be unreasonably withheld.

Any cost for attorneys' fees in situations where it is necessary for the Authority to engage its own attorneys, experts' testimony costs and all costs to defend the Authority or any of its members, professionals, officers, agents, servants or employees with respect to matters arising hereunder shall be paid to the Authority by the County and shall constitute an Additional Loan Payment pursuant to Section 5.02(B) hereof.

**SECTION 5.09. Nature of Obligations of the Authority.** Other than for those costs and expenses directly related to the completion of the Redevelopment Project by the Authority, the cost and expense of the performance by the Authority of any of its obligations under this Loan Agreement related solely to the 2014 Project shall be limited to the availability of the proceeds of the Series 2014 Bonds of the Authority issued for such purposes or from other funds received by the Authority under this Loan Agreement and available for such purposes.

**SECTION 5.10. Financial Reports.** The County covenants to provide annually to the Authority and the Trustee within sixty (60) days after the same become available: (i) current financial statements; (ii) the adopted budget for the ensuing Fiscal Year; and (iii) such other financial information relating to the ability of the County to continue to meet its obligations under this Loan Agreement as may be reasonably requested by the Authority and/or the Trustee.

**SECTION 5.11. [Reserved].**

**SECTION 5.12. Net Loan Agreement.** This Loan Agreement shall be deemed and construed to be a "net loan agreement," and the County shall pay absolutely net during the Loan Term the Loan Payments and all other payments required under this Loan Agreement, free of all deductions, without abatement, diminution and set-off, except as otherwise specifically provided for hereunder.

**SECTION 5.13. County Budget Notice; Loan Payments.** The County shall cause the officials of the County responsible for preparing and presenting to the Board of Chosen Freeholders the budget request for each Fiscal Year to include in each such budget request the Loan Payments scheduled to become due in such Fiscal Year. The County shall give the Authority and the Trustee immediate written notice (but in no event later than one (1) Business Day thereafter) of (i) the first reading of any budget ordinance that does not include sufficient amounts to pay the Loan Payments due in such Fiscal Year; or (ii) the occurrence of any other event which reasonably indicates that sufficient amounts for Loan Payments may not be included in a County budget.

By execution hereof, the County expressly acknowledges the Authority's right to bring an action for immediate *ex parte* injunctive relief or other judicial proceeding to compel the County to provide payments pursuant to the Guaranty.

**SECTION 5.14. Secondary Market Disclosure.** Except as set forth in the Official Statement, the County represents that it has never failed to comply in any material respect with any previous undertakings to provide secondary market disclosure pursuant to Rule 15c2-12(b)(5), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as it may be amended and supplemented from time to time, including administrative or judicial interpretations thereof (collectively, the "Rule"). The County covenants that, as an Obligated Person pursuant to the Rule, it will execute and deliver a Continuing Disclosure Agreement to be entered into with the Trustee, acting as dissemination agent ("Continuing Disclosure Agreement"), which Continuing Disclosure Agreement will set forth the obligation of the County to file budgetary, financial and operating data on an annual basis and notices of certain enumerated material events as required to comply with and in accordance with the provisions of the Rule.

## ARTICLE VI

### SPECIAL COVENANTS

**SECTION 6.01. Assignment of Loan Agreement by the County.** This Loan Agreement may not be assigned in whole or in part by the County without the prior written consent of the Authority, which consent shall not be unreasonably withheld, and upon receipt by the Authority of a Favorable Opinion of Bond Counsel to the effect that any such assignment shall not adversely affect the exclusion from federal income taxation of interest on any Outstanding Tax-Exempt Obligations. No such disposition or assignment shall relieve the County from primary liability for any of its obligations hereunder, and in the event of any such disposition or assignment the County shall continue to remain solely liable for the payments specified in this Loan Agreement and for performance and observance of the other agreements on its part herein provided.

**SECTION 6.02. Sale, Lease or Sublease.** The Authority shall not, sell, exchange, transfer, lease or sublease the Redevelopment Project, or any portion thereof or interest therein, respectively, without (i) the prior written consent of the County, and (ii) if and to the extent that any of the Bonds then Outstanding are Tax-Exempt Obligations, the receipt by the Authority of a Favorable Opinion of Bond Counsel to the effect that such sale, exchange, transfer, lease or sublease will not adversely affect the exclusion from federal income taxation of interest on any Outstanding Tax-Exempt Obligations. No sale, exchange, transfer, lease or sublease shall have any adverse effect upon this Loan Agreement or the Guaranty or affect or reduce the County's obligations hereunder or thereunder.

**SECTION 6.03. Cooperation by the County.** The County shall give the Authority its full cooperation and assistance in all matters relating to financing of the Costs of the 2014 Project.

The County agrees that it shall provide and certify, or cause to be provided and certified, in form satisfactory to the Authority, such information concerning the County and the 2014 Project, the operations and finances of the County and such other matters necessary to enable the Authority to complete and publish the Official Statement relating to the sale of the Series 2014 Bonds, or to enable the Authority to make any reports required by law or governmental regulations.

**SECTION 6.04. Full Faith and Credit Pledge.** The County unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal and redemption premium, if any, of the Loan, the interest on the Loan and all other amounts due under this Loan Agreement according to the terms hereof.

**SECTION 6.05. Compliance With Laws.** The parties to this Loan Agreement agree to comply with all laws of the United States and the State or other governmental bodies or entities having jurisdiction over the County, the 2014 Project, or this Loan Agreement and applicable to the performance of this Loan Agreement.

**SECTION 6.06. Federal Tax Covenants.** If and to the extent applicable, the County hereby covenants not to take or omit to take any action so as to cause interest on any Series of Tax-Exempt Obligations to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, throughout the term of such Tax-Exempt Obligations. The County further covenants that it will make no investments or other use of the proceeds of any Tax-Exempt Obligations which would cause such Tax-Exempt Obligations to be "arbitrage bonds" (as defined in Section 148 of the Code). The County further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable. The County further covenants not to cause any Series of Tax-Exempt Obligations to become "private activity bonds" (within the meaning of Section 141 of the Code).

**SECTION 6.07. Affirmative Covenants.** (a) So long as the Series 2014 Bonds remain Outstanding, the County will, unless the Authority shall otherwise consent in writing:

(i) Preserve and maintain its legal existence, rights, franchises and privileges.

(ii) Comply with the requirements of all applicable laws, rules, regulations, ordinances and orders of any governmental authority, the non-compliance with which would reasonably be expected to materially and adversely affect its operations or financial condition, provided that the County shall not be required to so comply during the period when the need to so comply is being contested in good faith and by proper proceedings.

(iii) Furnish to the Authority and the Trustee the following:

(A) no later than sixty (60) days after the receipt and acceptance thereof by the County, a detailed audit report for the preceding Fiscal Year, certified by certified independent public accountants selected by the County, presenting the County's revenues and expenses at the close of the preceding Fiscal Year and the results of its operations during said Fiscal Year; and

(B) as soon as possible, and in any event within five (5) days, after the occurrence of each Event of Default (as such term is defined herein pursuant to Section 8.01 hereof) hereunder within the knowledge of the County, or each event within the knowledge of the County which, with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder, a statement of an Authorized County Representative setting forth details of such Event of Default or event(s) and the action which the County proposes to take with respect thereto.

(b) So long as the Series 2014 Bonds remain Outstanding, the Authority will, unless the County shall otherwise consent in writing:

(i) Preserve and maintain its legal existence, rights, franchises and privileges.

(ii) Comply with the requirements of all applicable laws, rules, regulations, ordinances and orders of any governmental authority, the non-compliance with which would reasonably be expected to materially and adversely affect its operations or financial condition, provided that the Authority shall not be required to so comply during the period when the need to so comply is being contested in good faith and by proper proceedings.

(iii) Maintain and preserve, or cause to be maintained and preserved, in good working order and condition, if and to the extent applicable, the Redevelopment Project or any portion thereof, respectively, necessary or useful in the proper conduct of its operation.

(iv) Maintain and keep in effect or cause to be maintained and kept in effect any approvals, licenses, permits and similar documents necessary in the proper conduct of its operations at or related to the Redevelopment Project.

(v) Acquire, operate, use and maintain the Redevelopment Project in accordance with all applicable federal, State, County and municipal laws, ordinances, rules and regulations now in force or that may be enacted hereafter including, but not limited to, the Americans with Disabilities Act and applicable Environmental Laws, workers' compensation, sanitary, safety, non-discrimination and zoning laws, ordinances, rules and regulations as shall be binding upon the Authority and which might adversely affect its activities or its financial condition.

**SECTION 6.08. Delivery of Documents.** Concurrently with the delivery of this Loan Agreement and the issuance of the Series 2014 Bonds, the County shall cause to be delivered to the Authority each of the following items:

(i) opinions of County Counsel and County Bond Counsel in form and substance satisfactory to the Authority;

(ii) counterparts of this Loan Agreement duly executed by the parties hereto;

(iii) copy of the Loan Ordinance, certified by an Authorized County Representative;

(iv) the Loan Documents duly executed by the respective parties thereto;

(v) copy of the Guaranty, certified by an Authorized County Representative;

(vi) copy of the Continuing Disclosure Agreement duly executed by the parties thereto; and

(vii) such other certificates, documents, opinions and information as the Authority may reasonably require in connection with the execution, delivery and implementation of this Loan Agreement and the Guaranty, the financing of the 2014 Project and the issuance of the Series 2014 Bonds.

**SECTION 6.09. Information.** The County agrees, whenever reasonably requested by the Authority or the Trustee, to provide and certify or cause to be provided and certified such information concerning the 2014 Project, the County and its financial condition,

and other topics as the Authority may reasonably request and, further, the County assures that the records and accounts of the County shall at all reasonable times and upon reasonable notice, be subject to inspection and use of the Authority and the Trustee and their respective agents and attorneys.

**SECTION 6.10. Negative Covenants.** (a) So long as the Series 2014 Bonds remain Outstanding, the County shall not, without the written consent of the Authority:

(i) Amend, modify, terminate or supplement, or permit the amendment, modification, termination or supplementation of, this Loan Agreement.

(ii) With respect to any part of the Redevelopment Project, enter into any management or operating contract with a term greater than twelve (12) months with any entity or Person.

(iii) Permit any action to occur which would be in direct violation of any and all applicable federal, State, County and municipal laws, ordinances, rules and regulations now in force or hereinafter enacted, including, but not limited to, the regulations of the Authority.

(b) So long as the Series 2014 Bonds remain Outstanding, the Authority shall not, without the written consent of the County:

(i) Amend, modify, terminate or supplement, or permit the amendment, modification, termination or supplementation of, this Loan Agreement.

(ii) With respect to any part of the Redevelopment Project, while any Tax-Exempt Obligations are Outstanding, enter into any management or operating contract with a term greater than twelve (12) months with any entity or Person.

(iii) With respect to the 2014 Project and the Redevelopment Project, permit any action to occur which would be in direct violation of any and all applicable federal, State, County and municipal laws, ordinances, rules and regulations now in force or hereinafter enacted, including applicable Environmental Laws, the regulations of the Authority and the regulations of the State Department of Environmental Protection.

The Authority shall use its best efforts to give immediate written notice, in the manner provided in Section 8.11 hereof, to the Authority, the County and the Trustee, of any inquiry, notices of investigation or any similar communication from the State Department of Environmental Protection and the United States Department of Environmental Protection regarding violation of any applicable Environmental Laws.

**SECTION 6.11. Third-Party Beneficiaries.** To the extent this Loan Agreement confers upon or gives or grants to the Bondholders or the Trustee any right, remedy or claim under or by reason of this Loan Agreement, the Bondholders and the Trustee are hereby explicitly recognized as being third-party beneficiaries hereunder, and may enforce any such right, remedy or claim conferred, given or granted to them hereunder.

**SECTION 6.12. Assignment and Transfer by Authority.** The County hereby expressly acknowledges that the Authority's right, title and interest in, to and under this Loan Agreement have been assigned to the Trustee as security for the Series 2014 Bonds as provided in the Bond Resolution, and that if any Event of Default shall occur, the Trustee or any bond insurer, if applicable, pursuant to the Bond Resolution, shall be entitled to act hereunder and thereunder in the place and stead of the Authority. The County hereby acknowledges the requirements of the Bond Resolution applicable to the Series 2014 Bonds and consents to such assignment and appointment. This Loan Agreement, including, without limitation, the right to receive payments required to be made by the County hereunder and to compel or otherwise enforce observance and performance by the County of its other duties, covenants, obligations and agreements hereunder may be further transferred, assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the County.

The County hereby approves and consents to any assignment or transfer of this Loan Agreement that the Authority deems to be necessary in connection with any refunding of the Series 2014 Bonds.



## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 7.01. Events of Default.** An "Event of Default" or a "default" shall mean, whenever such word or words are used in this Loan Agreement, any one or more of the following events:

(a) Failure by the County to pay or cause to be paid when due the payments required to be paid under Section 5.02(A) hereof;

(b) Failure by the County to pay when due any payments (other than payments under Section 5.02(A) hereof) to be made under this Loan Agreement, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the County by the Authority or the Trustee;

(c) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder (other than as referred to in paragraphs (a) and (b) of this Section 7.01), which failure shall continue for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied, is given to the County by the Authority or the Trustee, unless the notifying party shall agree, in writing, to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the notifying party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until the default is remedied; and provided further that the failure of the County to comply with the provisions of Section 5.14 hereof or the Continuing Disclosure Agreement shall not constitute an Event of Default hereunder;

(d) The entering of an order or decree appointing a receiver with the consent or acquiescence of the County or the entering of such order or decree without the acquiescence or consent of the County if it shall not be vacated, discharged or stayed within sixty (60) days after its entry; or

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

If any Event of Default described in this Section 7.01 shall have occurred, and if no acceleration of the amounts payable hereunder shall have been declared pursuant to Section 7.02 hereof, and all amounts then due and payable hereunder are paid by the County and the County also performs all other things in respect of which it may have been in default hereunder and pays any reasonable charges of the Authority and the Trustee, including reasonable attorneys' fees (or, in the case of a failure by the County to make a payment of the Annual Authority Administrative Fee, if the Authority shall extend the time for making such payment), then, and in every such case, such Event of Default shall be deemed to have been cured and the parties hereto shall be restored to their former respective positions; but no such curing of an Event of Default shall extend to or affect or constitute a waiver of any subsequent Event of Default or impair any right or remedy consequent thereon.

Notwithstanding the above, an Event of Default under this Article VII shall not be construed as an Event of Default under the Bond Resolution.

**SECTION 7.02. Acceleration and Annulment Thereof; Opportunity to Cure Default.**

(A) If any Event of Default occurs hereunder, the Authority and the Trustee may, so long as the Guaranty is in full force and effect and no default by the County pursuant to the Guaranty has occurred and is continuing, upon written notice to the County, declare all amounts payable during the Loan Term in respect of the unpaid principal balance of the Loan made hereby, together with all interest accrued and all other amounts then payable to the Authority or the Trustee, to be immediately due and payable; and upon such declaration the said principal amount shall become due and payable immediately, anything in the Bond Resolution, the Series 2014 Bonds or this Loan Agreement to the contrary notwithstanding.

(B) If, after such declaration, all amounts due, which were due and payable prior to such declaration, are paid by the County and the County also performs all other things in respect of which it may have been in default hereunder and pays the reasonable charges of the Authority and the Trustee, including reasonable attorneys' fees, then, and in every such case, the Authority, by written notice to the County and the Trustee and subject to the provisions of the Bond Resolution, may annul such declaration and its consequences and the County, the Authority and the Trustee shall be restored to their respective former positions and rights under the Bond Resolution; but no such annulment shall extend to or affect any subsequent default or impair any right or remedy consequent thereon. Upon such payment and annulment, this Loan Agreement shall be fully reinstated as if it had never been accelerated.

**SECTION 7.03. Payments Under Guaranty.** (A) If an Event of Default referred to in Section 8.01(a) hereof shall have happened and be continuing and there remains outstanding Loan Payments which have not been paid by the County to the Trustee pursuant to the terms of this Loan Agreement (which determination shall be made by the Trustee as at the close of business on any Loan Payment Date), the Trustee, on behalf of the Authority, shall notify the Chief Financial Officer of the County or his designee, an Authorized County Representative and the Authority, in writing, not later than 4:00 p.m. on the first Business Day after such Loan Payment Date, of the failure of the County to pay its Loan Payment on the Loan Payment Date, which notice shall state the amount of any such deficiency as at the close of business on the Loan Payment Date and that such deficiency must be cured no later than the next

ensuing Interest Payment Date and Principal Installment Date, as applicable. If the nonpayment of the County is not cured by the applicable Interest Payment Date and Principal Installment Date, as applicable, the County, pursuant to the terms of the Guaranty, shall pay to the Trustee, not later than such Interest Payment Date and Principal Installment Date, as applicable, any and all amounts in immediately available funds required to pay Debt Service on the Series 2014 Bonds for such Interest Payment Date and Principal Installment Date, as applicable. Notwithstanding the foregoing, the Authority and the Trustee shall undertake all diligent efforts to pursue the County and cause it to pay all amounts due and owing to the Authority under this Loan Agreement prior or subsequent to an Interest Payment Date and Principal Installment Date, as applicable.

(B) When written notice has been provided to the County by the Trustee as described above, the County shall take all actions, pursuant to the Guaranty necessary and permitted by law, to make payment of an amount equal to the deficiency owed, which amount, when added to available amounts on deposit in the Debt Service Fund, shall be sufficient to pay the principal of and interest on the Series 2014 Bonds due on the next ensuing Interest Payment Date and Principal Installment Date, as applicable.

(C) Notwithstanding any other provision in this Loan Agreement to the contrary, any payments made by the County under the Guaranty shall be made only in accordance with the provisions of this Section 7.03 and only when such payment shall have been due and payable as if no acceleration had occurred.

**SECTION 7.04. Remedies.** Upon the occurrence of an Event of Default hereunder, the Authority may exercise any one or more of the remedies available to it under the terms of this Loan Agreement, any other agreement, or now or hereafter existing at law or in equity or by statute separately or concurrently and as often as required to enforce the County's obligations hereunder. In addition to the other remedies provided in this Loan Agreement, the Authority shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, by the County of any of the covenants, conditions or provisions of this Loan Agreement, and to a decree compelling specific performance of any such covenants, conditions or provisions.

In case of any proceeding of the Authority wherein appointment of a receiver may be permissible, the Authority, as a matter of right and immediately upon institution of each proceeding, upon written notice to the County, shall be entitled to appointment of a receiver, with such powers as the court making such appointment can confer. Upon written demand, the County shall pay to the Authority all expenses, including receiver's fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 8.04 and all such expenses shall be secured by this Loan Agreement.

**SECTION 7.05. Cumulative Rights; No Implied Waiver.** No remedy conferred upon or reserved to the Authority or the Trustee by this Loan Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, any other agreement, or now or hereafter existing at law or in equity or by statute. No delay, omission or waiver by the Authority or the Trustee of any breach by the County of any of its obligations, agreements or covenants hereunder, shall be deemed a waiver of any subsequent breach, and no delay or omission to exercise any right or power shall impair any such right or

power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 7.06. No Duty to Mitigate Damages.** The Authority and the Trustee shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate damages if an Event of Default shall occur hereunder.

**SECTION 7.07. Employment of Attorneys.** If the Authority and the Trustee, in accordance with the terms of the Bond Resolution, this Loan Agreement, or as reasonably determined by said party, shall require and employ attorneys or incur other expenses for the collection of payments due or to become due or the enforcement or performance or observance of any obligation or agreement on the part of the County herein contained, the County shall, on demand thereof, pay to the Authority or the Trustee, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Authority or the Trustee, or any of them.

## ARTICLE VIII

### MISCELLANEOUS

**SECTION 8.01. Successors and Assigns.** This Loan Agreement shall inure to the benefit of the County, the Authority and the Trustee and their respective successors and assigns and shall be binding upon the County, the Authority and the Trustee and their respective successors and assigns.

**SECTION 8.02. Amendments, Changes and Modifications.** Except as otherwise provided in this Loan Agreement and the Bond Resolution, subsequent to the issuance of the Series 2014 Bonds and prior to payment or provision for the payment of all Series 2014 Bonds in full and any other obligations incurred by the Authority to pay the Cost of the 2014 Project, including interest, premiums and other charges, if any, thereon, and payment or provision for the payment of Authority Administrative Expenses (including the Annual Authority Administrative Fee), this Loan Agreement may not be amended, changed, modified, altered or terminated so as to adversely affect the interests of the Holders of the then Outstanding Bonds without the prior written consent of the Holders of at least fifty-one percent (51%) in aggregate principal amount of the Bonds then Outstanding; provided, further, that no such amendment, change, modification, alteration or termination will reduce the percentage of the aggregate principal amount of the Outstanding Bonds, the consent of the Holders of which is required for any such amendment, change, modification, alteration or termination or to decrease the amount of any payment required to be made under this Loan Agreement or extend the time of payment thereof. This Loan Agreement may be amended, changed, modified and altered without the prior written consent of the Holders of the Outstanding Bonds to provide necessary changes only to cure any ambiguity, correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein, in connection with the issuance of one or more Series of Refunding Bonds pursuant to the Bond Resolution and applicable Supplemental Resolution or to provide other changes which will not adversely affect the interests of such Holders. No other amendment, change, modification, alteration or termination of this Loan Agreement shall be made other than pursuant to a written instrument signed by the Authority and the County and in accordance with the Bond Resolution and this Loan Agreement. Copies of any amendments to this Loan Agreement shall be filed with the Trustee.

For all purposes of this Section 8.02, the Trustee shall be entitled to rely upon a Favorable Opinion of Bond Counsel with respect to the extent, if any, as to which any action adversely affects the interests of any Holders of Bonds then Outstanding.

**SECTION 8.03. Amounts Remaining Under Bond Resolution.** Upon expiration of the Loan Term, it is agreed by the parties hereto that any amounts remaining in any Fund or Account created under the Bond Resolution for the benefit of the Series 2014 Bonds, after payment in full of the Series 2014 Bonds (or provisions for payment thereof having been made in accordance with the provisions of the Bond Resolution) and the fees, charges and expenses of the Trustee, the Paying Agent, and the Authority in accordance with the Bond Resolution and this Loan Agreement, shall belong to and be paid to the County pursuant to Section 512 of the Bond Resolution. Notwithstanding the above, if the Series 2014 Bonds shall have been defeased in accordance with Section 1301 of the Bond Resolution, unclaimed funds remaining under the Bond Resolution for the benefit of the Series 2014 Bonds pursuant to

Section 1302 thereof shall be released to the County free and clear of the lien and pledge of the Bond Resolution.

**SECTION 8.04. Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 8.05. Headings.** The Article and Section headings in this Loan Agreement are inserted for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

**SECTION 8.06. Non-Waiver.** It is understood and agreed that nothing contained in this Loan Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right not explicitly waived in this Loan Agreement.

**SECTION 8.07. Survival of This Loan Agreement.** Notwithstanding anything else to the contrary herein, the provisions of Section 8.03 of this Loan Agreement shall survive the expiration of the Loan Term and the final maturity of the Series 2014 Bonds.

**SECTION 8.08. Assignment.** This Loan Agreement may not be assigned by the County except as provided in Section 6.01 hereof.

**SECTION 8.09. Severability.** Any provision of this Loan Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any such jurisdiction.

**SECTION 8.10. Applicable Law.** This Loan Agreement shall be deemed to be a contract made in the State and governed by the laws of the State.

**SECTION 8.11. Notices.** All notices, consents, approvals and statements (including statements of amounts due hereunder) required to be given or authorized to be given by either party pursuant to this Loan Agreement shall be in writing, and shall be sent by facsimile transmission (with written confirmation of receipt and hard copy to follow in a manner described below) or shall be sent by personal delivery, registered or certified mail or recognized overnight delivery to the main office of the other party, (i) in case of the Authority, addressed to it at its office at 2220 Voorhees Town Center, Voorhees, New Jersey 08043 Attention: Executive Director (Fax No. (856) 566-3105), with copies to counsel to the Authority, presently, Maressa Patterson LLC, 191 West White Horse Pike, Berlin, New Jersey 08009 Attention: David Patterson, Esq. (Fax No. (856) 767-1471), and Bond Counsel to the Authority, presently, Parker McCay P.A., 9000 Midlantic Drive, Suite 300, Mount Laurel, New Jersey 08054 Attention: Philip A. Norcross, Esq. (Fax No. (856) 988-8167); and (ii) in the case of the County and the Trustee, respectively, addressed to each at the address shown below:

If to the County:

County of Camden  
City Hall, 8<sup>th</sup> Floor  
520 Market Street  
Camden, New Jersey 08102

Attention: County Administrator and Chief Financial Officer  
Fax No.: (856) 225-5319 and (856) 225-5298

If to the Trustee:

The Bank of New York Mellon  
385 Rifle Camp Road  
Woodland Park, New Jersey 07424  
Attention: Public Finance Transaction Management Group  
Fax No.: (973) 357-7840

or to such other representatives or addresses as the Authority, the County or the Trustee may designate, in writing.

Any such notice shall be effective on the third Business Day following the mailing thereof, or upon the date of receipt, whichever is earlier.

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IN WITNESS WHEREOF, the Authority has caused this instrument to be signed by its Chairman as its duly authorized officer and its official seal to be hereunto affixed and the County has caused this instrument to be executed in its name by its County Administrator and its official seal to be hereunto affixed; all as of the day and year first above written.

**THE CAMDEN COUNTY  
IMPROVEMENT AUTHORITY**

  
\_\_\_\_\_  
**JAMES P. BLANDA, Secretary**

By:   
\_\_\_\_\_  
**WILLIAM R. HOSEY, Chairman**

(SEAL)

**COUNTY OF CAMDEN, NEW JERSEY**

\_\_\_\_\_  
**MARIANNE DIPIERO, Clerk of the  
Board of Chosen Freeholders**

By: \_\_\_\_\_  
**ROSS ANGILELLA, Administrator**

(SEAL)



IN WITNESS WHEREOF, the Authority has caused this instrument to be signed by its Chairman as its duly authorized officer and its official seal to be hereunto affixed and the County has caused this instrument to be executed in its name by its County Administrator and its official seal to be hereunto affixed, all as of the day and year first above written.


**THE CAMDEN COUNTY  
IMPROVEMENT AUTHORITY**

\_\_\_\_\_  
**JAMES P. BLANDA, Secretary**

By: \_\_\_\_\_  
**WILLIAM R. HOSEY, Chairman**

(SEAL)

**COUNTY OF CAMDEN, NEW JERSEY**

  
\_\_\_\_\_  
**MARIANNE DIPIERO, Clerk of the  
Board of Chosen Freeholders**

By:   
\_\_\_\_\_  
**ROSS ANGILELLA, Administrator**

(SEAL)

**EXHIBIT A**

**LOAN PAYMENT SCHEDULE**

<b>Loan Payment Date</b> (5 Business Days Prior to January 15 and July 15 as Set Forth Below)	<b>Principal Portion of Basic Loan Payment</b>	<b>Interest Portion of Basic Loan Payment</b>	<b>Total Basic Loan Payment</b>	<b>Annual Loan Payment</b>
7/15/2014	-	-	-	-
1/15/2015	-	\$450,408.25*	\$450,408.25*	-
7/15/2015	-	450,408.25	450,408.25	\$900,816.50*
1/15/2016	-	450,408.25	450,408.25	-
7/15/2016	-	450,408.25	450,408.25	900,816.50
1/15/2017	-	450,408.25	450,408.25	-
7/15/2017	\$200,000.00	450,408.25	650,408.25	1,100,816.50
1/15/2018	-	449,150.25	449,150.25	-
7/15/2018	200,000.00	449,150.25	649,150.25	1,098,300.50
1/15/2019	-	447,325.25	447,325.25	-
7/15/2019	200,000.00	447,325.25	647,325.25	1,094,650.50
1/15/2020	-	445,080.25	445,080.25	-
7/15/2020	200,000.00	445,080.25	645,080.25	1,090,160.50
1/15/2021	-	442,503.25	442,503.25	-
7/15/2021	200,000.00	442,503.25	642,503.25	1,085,006.50
1/15/2022	-	439,576.25	439,576.25	-
7/15/2022	750,000.00	439,576.25	1,189,576.25	1,629,152.50
1/15/2023	-	427,662.50	427,662.50	-
7/15/2023	850,000.00	427,662.50	1,277,662.50	1,705,325.00
1/15/2024	-	413,097.75	413,097.75	-
7/15/2024	990,000.00	413,097.75	1,403,097.75	1,816,195.50
1/15/2025	-	395,144.10	395,144.10	-
7/15/2025	1,025,000.00	395,144.10	1,420,144.10	1,815,288.20
1/15/2026	-	374,249.48	374,249.48	-
7/15/2026	1,070,000.00	374,249.48	1,444,249.48	1,818,498.96
1/15/2027	-	352,437.53	352,437.53	-
7/15/2027	1,110,000.00	352,437.53	1,462,437.53	1,814,875.06
1/15/2028	-	329,810.18	329,810.18	-
7/15/2028	1,155,000.00	329,810.18	1,484,810.18	1,814,620.36
1/15/2029	-	306,265.50	306,265.50	-
7/15/2029	1,205,000.00	306,265.50	1,511,265.50	1,817,531.00
1/15/2030	-	278,899.95	278,899.95	-
7/15/2030	1,260,000.00	278,899.95	1,538,899.95	1,817,799.90
1/15/2031	-	250,285.35	250,285.35	-
7/15/2031	1,315,000.00	250,285.35	1,565,285.35	1,815,570.70
1/15/2032	-	220,421.70	220,421.70	-
7/15/2032	1,375,000.00	220,421.70	1,595,421.70	1,815,843.40
1/15/2033	-	189,195.45	189,195.45	-
7/15/2033	1,440,000.00	189,195.45	1,629,195.45	1,818,390.90
1/15/2034	-	156,493.05	156,493.05	-
7/15/2034	1,505,000.00	156,493.05	1,661,493.05	1,817,986.10
1/15/2035	-	122,314.50	122,314.50	-
7/15/2035	1,570,000.00	122,314.50	1,692,314.50	1,814,629.00
1/15/2036	-	83,519.80	83,519.80	-
7/15/2036	1,650,000.00	83,519.80	1,733,519.80	1,817,039.60
1/15/2037	-	42,748.30	42,748.30	-
7/15/2037	1,730,000.00	42,748.30	1,772,748.30	1,815,496.60
<b>Total</b>	<b>\$21,000,000.00</b>	<b>\$15,034,810.28*</b>	<b>\$36,034,810.28*</b>	<b>\$36,034,810.28*</b>

\* Amount is not reflective of \$257,978.44 credit from funds on deposit in the 2014 Capitalized Interest Account of Debt Service Fund to be used to pay interest due on the Series 2014 Bonds on January 15, 2015. Total amount actually due and payable by County should, therefore, be reduced by such amount.

**EXHIBIT B**

**CERTIFICATE OF AUTHORIZED COUNTY REPRESENTATIVE**

**CERTIFICATE AS TO AUTHORIZED  
COUNTY REPRESENTATIVE**

I, LOUIS CAPPELLI, JR., the duly appointed and acting Director of the Board of Chosen Freeholders of the County of Camden, New Jersey ("County") DO HEREBY CERTIFY that I am duly authorized under the Loan Agreement (as hereinafter defined) to execute and deliver this certificate on behalf of the County. I DO HEREBY FURTHER CERTIFY as follows:

1. Ross Angilella is the Administrator of the County.
2. David McPeak is the Chief Financial Officer of the County.

3. The following individual(s) have each been designated as an Authorized County Representative in accordance with the provisions of the Loan Agreement and each is duly qualified, empowered and authorized so to act on behalf of the County and to deliver documents on behalf of the County.

<u>Name</u>	<u>Signature</u>
Ross Angilella	_____
David McPeak	_____

Capitalized terms used herein and not otherwise defined shall have the same meanings ascribed thereto in a Loan and Security Agreement, dated as of July 1, 2014, by and between The Camden County Improvement Authority and the County ("Loan Agreement").

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of July, 2014.

**COUNTY OF CAMDEN, NEW JERSEY**

By: \_\_\_\_\_  
**LOUIS CAPPELLI, JR., Director of the  
Board of Chosen Freeholders of the County**

**EXHIBIT C**

**TRUSTEE INFORMATION**

The name/address/phone number of the Trustee is:

The Bank of New York Mellon  
385 Rifle Camp Road  
Woodland Park, New Jersey 07424  
Attention: Public Finance Transaction Management Group  
Deborah Stewart, Vice President

Phone number: (973) 357-7824

Fax number: (973) 357-7840

**APPENDIX D**

**Form of Opinion of Bond Counsel**





**PARKER McCAY**

**Parker McCay P.A.**  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054-5054

P: 856.596.8900  
F: 856.596.9631  
www.parkermccay.com

March \_\_, 2020

The Camden County Improvement Authority  
2220 Voorhees Town Center  
Voorhees, New Jersey

**RE: \$ \_\_\_\_\_ THE CAMDEN COUNTY IMPROVEMENT AUTHORITY,  
TAXABLE COUNTY GUARANTEED LOAN REVENUE REFUNDING  
BONDS (CROSSROADS REDEVELOPMENT PROJECT), SERIES 2020**

Ladies and Gentlemen:

We have served as Bond Counsel in connection with the issuance and sale by The Camden County Improvement Authority ("Authority") of \$ \_\_\_\_\_ aggregate principal amount of its Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2020 ("Series 2020 Bonds").

The Series 2020 Bonds are issued pursuant to (i) the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (*N.J.S.A. 40:37A-44 et seq.*), and the acts amendatory thereof and supplemental thereto (the "Act"); (ii) a bond resolution of the Authority duly adopted on May 15, 2014, as amended and supplemented to date (as amended and supplemented, the "Original Bond Resolution"), and as further amended and supplemented by a supplemental bond resolution adopted on October 10, 2019 (the "First Supplemental Bond Resolution"); and (iii) an Award Certificate executed by the Interim Executive Director of the Authority in accordance with the terms of the First Supplemental Bond Resolution (the "Award Certificate"; together with the Original Bond Resolution and the First Supplemental Bond Resolution, the "Bond Resolution") authorizing the execution thereof and of a bond purchase contract. Capitalized terms, not otherwise defined herein, shall have the meanings ascribed thereto in the Bond Resolution, unless the context clearly requires otherwise.

The Series 2020 Bonds are being issued by the Authority to provide funds that will be used for the purpose of: (i) advance refunding all or a portion of the \$17,410,000 aggregate principal amount of the Authority's outstanding Taxable County Guaranteed Loan Revenue Bonds (Crossroads Redevelopment Project), Series 2014, maturing on July 15 in each of the years 2028, 2034 and 2037 (collectively, the "Refunded Bonds") on July 15, 2024; and (ii) paying costs and expenses incurred by the Authority and the County in connection with the issuance of the Series 2020 Bonds (collectively, the "2020 Project").

**COUNSEL WHEN IT MATTERS.<sup>SM</sup>**

Mount Laurel, New Jersey | Hamilton, New Jersey | Atlantic City, New Jersey | Camden, New Jersey



The Authority and the County have entered into a Loan and Security Agreement, dated as of July 1, 2014 ("Original Loan Agreement") as amended and supplemented by the First Amendment to Loan Agreement, to be dated as of March 1, 2020 (the "First Amendment to Loan Agreement", together with the Original Loan Agreement, the "Loan Agreement"), pursuant to which the Authority will lend to the County the proceeds of the Series 2020 Bonds for the purpose of paying the Costs of the 2020 Project, and the County will pay the Authority on each Loan Payment Date an amount equal to the principal of, redemption premium, if any, and interest on the Series 2020 Bonds and, as applicable, Additional Loan Payments as and when the same become due and payable upon demand pursuant to the terms of the Loan Agreement (collectively, the "Loan Payments").

The Series 2020 Bonds are direct, limited and special obligations of the Authority payable solely from the Revenues and secured by a lien on the Pledged Property of the Authority. The Revenues include, among other things, the Loan Payments to be made by the County under the Loan Agreement. The Loan Agreement is a valid and enforceable full faith and credit general obligation of the County and, unless paid from other sources, is payable from the levy of *ad valorem* taxes upon all taxable real property within the jurisdiction of the County without limitation as to rate or amount. The Series 2020 Bonds are also secured by the provisions of a guaranty resolution, duly and finally adopted by the Board of Chosen Freeholders ("Board") of the County on October 17, 2019 ("Guaranty Ordinance"), pursuant to which the County has unconditionally and irrevocably guaranteed the payment, when due, of the principal of and interest on the Series 2020 Bonds ("County Guaranty"). The County, upon endorsement of the Series 2020 Bonds by the County, will be unconditionally and irrevocably obligated to levy *ad valorem* taxes upon all taxable real property within the jurisdiction of the County without limitation as to rate or amount when required under the provisions of applicable law and the County Guaranty for the payment, when due, of the principal of and interest on the Series 2020 Bonds.

The Series 2020 Bonds are dated March \_\_, 2020, mature on July 15 in each of the years and the respective principal amounts set opposite each such year in the table below and bear interest at the rates per annum below, payable semi-annually on January 15 and July 15 in each year until maturity or earlier redemption, commencing on July 15, 2020.

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2020	\$	%	2029	\$	%
2021			2030		
2022			2031		
2023			2032		
2024			2033		
2025			2034		
2026			2035		
2027			2036		
2028			2037		

The Series 2020 Bonds are issued in fully registered book-entry-only form and are subject to optional [and mandatory sinking fund] redemption prior to maturity in the manner and upon the terms and conditions set forth in the Bond Resolution and the Award Certificate.

As Bond Counsel to the Authority, we have examined the Bond Resolution, the Award Certificate and such statutes of the State and such resolutions of the Authority and proceedings relating thereto as we have deemed necessary to enable us to render the opinions set forth below. We have also examined and relied upon the proceedings authorizing the issuance of the Series 2020 Bonds and the execution and delivery of the Loan Agreement, and certain certifications and agreements executed by the Authority and the County, the provisions of the Internal Revenue Code of 1986, as amended ("Code"), and applicable Treasury Regulations, rulings and court decisions, receipts and other documents which we have considered relevant. We have also examined specimen Series 2020 Bonds and have relied on certifications as to the execution and authentication of the Series 2020 Bonds. We have assumed that all documents, records and other instruments examined by us are genuine, accurate and complete and we have not undertaken to verify the factual matters set forth in any certificates or other documents by independent investigation.

Based upon and subject to the foregoing, we are of the following opinion:

1. The Authority has been duly created and is validly existing under the provisions of the Constitution and the laws of the State, including the Act.
2. The First Supplemental Bond Resolution has been duly adopted by the Authority and constitutes a valid and binding obligation of the Authority, enforceable in accordance with its terms except to the extent that enforcement thereof may be limited by applicable bankruptcy, insolvency, moratorium or other laws or other legal or equitable principles affecting the enforcement of creditors' rights generally ("Creditors' Rights Limitations").
3. The First Amendment to Loan Agreement has been duly authorized, executed and delivered by the Authority and, assuming that such agreement has been duly authorized, executed and delivered by the County and constitutes a legal, valid and binding obligation of the County, is the legal, valid and binding obligation of the Authority, enforceable against the Authority in accordance with the terms thereof, except to the extent that enforcement thereof may be limited by Creditors' Rights Limitations.
4. The Series 2020 Bonds have been duly authorized, executed, authenticated, issued and delivered and constitute valid and binding obligations of the Authority, enforceable in accordance with the terms thereof, except to the extent that enforcement thereof may be limited by Creditors' Rights Limitations.
5. Interest on the Series 2020 Bonds is not excluded from gross income and subject to federal income tax pursuant to the Code. Interest on the Series 2020 Bonds is not excluded in investment income.

6. Interest on the Series 2020 Bonds and any gain from the sale thereof are exempt from taxation of individuals under the New Jersey Gross Income Tax Act, as enacted and construed on the date hereof.

We call your attention to the fact that the Series 2020 Bonds are direct, limited and special obligations of the Authority payable solely from the Revenues which include, among other things, the Loan Payments to be made by the County under the Loan Agreement. The Series 2020 Bonds do not constitute a debt or obligation of the State or any political subdivision thereof (except the Authority, to the extent of the Pledged Property, and the County, to the extent of the Loan Payments due under the Loan Agreement and the County Guaranty), and neither the credit nor the taxing power of the State or any political subdivision thereof (except the Authority, to the extent of the Pledged Property, and the County, to the extent of the Loan Payments due under the Loan Agreement and the County Guaranty) is pledged for the payment of the principal of, redemption premium, if any, or interest on the Series 2020 Bonds. The Authority has no taxing power.

We note that the Authority has received opinions of County Counsel and McCarter & English, LLP, Newark, New Jersey, Bond Counsel to the County, as to the legal, valid and binding nature of the County Guaranty and the Loan Agreement as direct and general obligations of the County payable, unless paid from some other source, from the levy of *ad valorem* taxes upon all taxable real property within the jurisdiction of the County, without limitation as to rate or amount.

We express no opinion as to any matter not set forth in the numbered paragraphs above including, without limitation, any financial or other information which has been or may be supplied to purchasers of the Series 2020 Bonds.

The opinions expressed in the numbered paragraphs above are being rendered on the basis of federal law and the laws of the State, as presently enacted and construed, and we assume no responsibility to advise any party as to any changes in law or fact subsequent to the date hereof that may affect the opinions expressed above.

This is only an opinion letter and not a warranty or guaranty of the matters discussed above.

This letter is being provided solely for the benefit of the Authority and may not be relied upon by any other person, party, firm or organization without our prior written consent.

Very truly yours,

**APPENDIX E**

**Form of Continuing Disclosure Agreement**

## CONTINUING DISCLOSURE AGREEMENT

**THIS CONTINUING DISCLOSURE AGREEMENT** ("Disclosure Agreement") is made on this \_\_\_th day of March, 2020, by and between the County of Camden, New Jersey ("County") and The Bank of New York Mellon ("Dissemination Agent") which is also serving as trustee under a bond resolution duly adopted by The Camden County Improvement Authority ("Authority") on May 15, 2014, as amended and supplemented to date, and as further amended and supplemented by a supplemental bond resolution adopted on October 10, 2019 (collectively, the "Bond Resolution"). This Disclosure Agreement is entered into in connection with the issuance and sale of the Authority's Taxable County Guaranteed Loan Revenue Refunding Bonds (Crossroads Redevelopment Project), Series 2020 ("2020 Bonds").

**SECTION 1. Purpose of the Disclosure Agreement.** This Disclosure Agreement is being executed and delivered for the benefit of the holders and beneficial owners of the 2020 Bonds (collectively, "Bondholders") and in compliance with the provisions of Rule 15c2-12(b)(5), promulgated by the Securities and Exchange Commission ("Commission") pursuant to the Securities Exchange Act of 1934, as it may be amended and supplemented from time to time, including administrative or judicial interpretations thereof, as it applies to the 2020 Bonds ("Rule").

**SECTION 2. Definitions.** In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section 2, capitalized terms shall have the following meanings:

**"Annual Report"** shall mean the County's Annual Report provided pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

**"Commission"** shall have the meaning set forth in Section 1 of this Disclosure Agreement.

**"Continuing Disclosure Information"** shall mean, collectively, (i) the Annual Report; (ii) any notice required to be filed with the National Repository pursuant to Section 5 hereof; and (iii) any notice of an event required to be filed with the National Repository pursuant to Section 3(c) hereof.

**"EMMA"** shall mean the Electronic Municipal Market Access System, an internet based filing system created and maintained by the MSRB in accordance with Release No. 34-59062, of the Commission, dated December 5, 2008, pursuant to which issuers of tax-exempt and taxable bonds, including the 2020 Bonds, and other filers on behalf of such issuers shall upload Continuing Disclosure Information to assist underwriters in complying with the Rule and to provide the general public with access to such Continuing Disclosure Information.

**"Listed Events"** shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

**"MSRB"** shall mean the Municipal Securities Rulemaking Board.

**"National Repository"** shall mean the MSRB, through the internet facilities of EMMA, or any other public or private repository or entity that shall hereafter be designated by the Commission as a repository for purposes of the Rule.

**"Opinion of Counsel"** shall mean a written opinion of counsel expert in federal securities law acceptable to the County.

**"Rule"** shall have the meaning set forth in Section 1 of this Disclosure Agreement.

**"Trustee"** shall mean The Bank of New York Mellon.

**SECTION 3. Provision of Annual Report.**

(a) The County shall not later than two hundred seventy (270) days after the end of its fiscal year (currently December 31) for each fiscal year until termination of the County's reporting obligations under this Disclosure Agreement pursuant to the provisions of Section 6 hereof provide to the Dissemination Agent, the Annual Report prepared for the preceding fiscal year of the County (commencing for the fiscal year ending December 31, 2019). Each Annual Report provided to the Dissemination Agent by the County shall comply with the requirements of Section 4 of this Disclosure Agreement but may be submitted as a single document or as separate documents comprising a package and may cross-reference other information submitted to the National Repository. Any and all items that must be included in the Annual Report may be incorporated by reference from other information that is available to the public on EMMA, or that has been filed with the Commission.

(b) The Dissemination Agent, promptly (within fifteen (15) Business Days) after receiving the Annual Report from the County, shall submit each Annual Report received by it to the National Repository and the Authority and thereafter shall file a written report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Agreement to the National Repository and the Authority and stating the date it was provided to the National Repository and the Authority.

(c) If the County fails to provide the Annual Report to the Dissemination Agent by the date required in subsection (a) of this Section 3, the Dissemination Agent shall send a notice to the County advising of such failure. Whether or not such notice is given or received, if the County thereafter fails to submit the Annual Report to the Dissemination Agent within fifteen (15) Business Days after the Annual Report was due pursuant to the provisions of subsection (a) of this Section 3, the Dissemination Agent shall promptly send a notice (with copies of said notice to the County, the Authority, and the Trustee) to the National Repository in substantially the form attached as EXHIBIT "A" hereto.

**SECTION 4. Contents of Annual Report.** Annual Report shall mean: (i) the general financial information and operating data of the County consistent with the information set forth in Appendix "A" to the final Official Statement of the Authority, dated March \_\_, 2020, prepared in connection with the public offering and sale of the 2020 Bonds ("Official Statement") under the headings "COUNTY FINANCIAL OPERATIONS", "REVENUE SOURCES", "TAX INFORMATION" and "COUNTY DEBT INFORMATION"; and (ii) the County's annual financial statements, audited by an independent certified public accountant, provided that the annual audited financial statements of the County may be submitted separately from the balance of the Annual Report and later than the date required in Section 3(a) hereof for the filing of the Annual Report if the annual audited financial statements are not available by that date, but only if the unaudited financial statements of the County are included in the Annual Report. Each of the annual audited financial statements will conform to generally accepted accounting principles

applicable to governmental units or will be prepared in accordance with the standards of the Governmental Accounting Standards Board and requirements of the Division of Local Government Services in the New Jersey Department of Community Affairs as such principles, standards and requirements exist at the time of the filing of the particular annual audited financial statements and audited in accordance with generally accepted auditing standards as in effect from time to time in the United States of America, consistently applied.

**SECTION 5. Reporting of Significant Events.**

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following listed events ("Listed Events"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2020 Bonds or other material events affecting the tax status of the 2020 Bonds;
- (7) modifications to the rights of Bondholders, if material;
- (8) (a) 2020 Bond calls (excluding mandatory sinking fund redemptions), if material, or (b) tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the 2020 Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the County, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County;



- (13) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) incurrence of a financial obligation<sup>1</sup> of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

In determining the materiality of any of the Listed Events specified in subsections (a)(2), (7), (8)(a), (10), (13), (14) and (15) of this Section 5, the County may, but shall not be required to, rely conclusively on an Opinion of Counsel.

(b) The County shall, in a timely manner not in excess of seven (7) Business Days after the occurrence of any Listed Event, notify the Dissemination Agent, in writing, to report the Listed Event pursuant to subsection (c) of this Section 5. The Dissemination Agent shall have no obligation under this Disclosure Agreement to provide, or to monitor the County's obligation to provide, notification of the occurrence of any of the Listed Events.

(c) If the Dissemination Agent has been instructed by the County to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the National Repository, as specified by the County in written instructions to the Dissemination Agent, within three (3) Business Days of the receipt of such instruction (but in no event later than ten (10) Business Days after the occurrence of a Listed Event), with a copy of such notice provided by the Dissemination Agent to the County, the Authority, and the Trustee. In addition, notice of Listed Events described in subsections (a)(8) and (9) of this Section 5 shall be given by the Dissemination Agent under this subsection (c) simultaneously with the giving of the notice of the underlying event to holders of affected 2020 Bonds without any required notice from the County.

**SECTION 6. Termination of Reporting Obligations.** The reporting obligations of the County under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all of the 2020 Bonds or when the County is no longer an Obligated Person (as defined in the Rule) with respect to the 2020 Bonds.

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<sup>1</sup> The term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with Rule 15c2-12.

**SECTION 7. Amendment; Waiver.** Notwithstanding any other provisions of this Disclosure Agreement, the County may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an Opinion of Counsel addressed to the Authority, the County and the Dissemination Agent to the effect that such amendment or waiver will not, in and of itself, cause the undertakings herein to violate the Rule. No amendment to this Disclosure Agreement shall change or modify the rights or obligations of the Dissemination Agent without its written assent thereto. The County shall give notice of such amendment or waiver to this Disclosure Agreement to the Dissemination Agent (with a copy to the Authority) and the Dissemination Agent shall file such notice with the National Repository.

**SECTION 8. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, it shall not have any obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

**SECTION 9. Default and Remedies.** In the event of a failure of the County to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of the Bondholders of at least twenty-five percent (25%) in aggregate principal amount of Outstanding 2020 Bonds and after provision of satisfactory indemnification in accordance with the Bond Resolution, shall), or any beneficial owner of the 2020 Bonds may, take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed to be an Event of Default under the Bond Resolution or the Loan Agreement (as defined in the Bond Resolution), and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply with this Disclosure Agreement shall be an action to compel performance.

**SECTION 10. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the County, the Dissemination Agent and the Bondholders, and each Bondholder is hereby declared to be a third party beneficiary of this Disclosure Agreement. Except as provided in the immediately preceding sentence, this Disclosure Agreement shall create no rights in any other person or entity.

**SECTION 11. Submission of Information to MSRB.** The County and the Dissemination Agent agree that all Continuing Disclosure Information filed with the National Repository in accordance with this Disclosure Agreement shall be in electronic format as shall be prescribed by the MSRB or such other format as the Rule may require or permit, and shall be accompanied by such identifying information as shall be prescribed by the MSRB or as may otherwise be required by the Rule.

**SECTION 12. Notices.** All notices and other communications required or permitted under this Disclosure Agreement shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by recognized national or regional courier

service, or by other messenger, for delivery to the intended addressee) or when deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(i) If to the County:

County of Camden, New Jersey  
Courthouse  
520 Market Street  
Camden, New Jersey 08102  
Attention: Chief Financial Officer

(ii) If to the Dissemination Agent:

BNY Mellon Global Corporate Trust  
385 Rifle Camp Road – 3<sup>rd</sup> Floor  
Woodland Park, New Jersey

(iii) If to the Authority:

The Camden County Improvement Authority  
Voorhees Town Center  
2220 Voorhees Town Center  
Voorhees, New Jersey 08043  
Attention: Executive Director

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provision of this Section 12 for the giving of notice.

**SECTION 13. Compensation and Indemnification.**

(a) The County shall pay the Dissemination Agent from time to time reasonable compensation for all services rendered under this Disclosure Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Disclosure Agreement.

(b) To the extent permitted by law, the County shall indemnify the Dissemination Agent in accordance with the provisions of Article X of the Bond Resolution relating to compensation, reimbursement, immunities and liabilities of the Trustee, and such provisions shall apply to the duties and responsibilities of the Dissemination Agent under this Disclosure Agreement. The Dissemination Agent shall have no responsibility for the form or content of any material prepared by the County and filed pursuant to this Disclosure Agreement. In addition, the provisions of Article X of the Bond Resolution relating to the rights, duties and obligations of the Trustee are hereby incorporated herein for the benefit of the Dissemination Agent as if set forth in full herein.

**SECTION 14. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 15. Appointment, Removal and Resignation of the Dissemination Agent.**

(a) The County may discharge the Dissemination Agent and satisfy its obligations under this Disclosure Agreement without the assistance of a Dissemination Agent, or the County may discharge the Dissemination Agent and appoint a successor Dissemination Agent, in either case by giving not less than thirty (30) days' written notice to the Dissemination Agent (with a copy to the Authority).

(b) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

(c) The Dissemination Agent, or any successor thereto, may at any time resign and be discharged of its duties and obligations under this Disclosure Agreement by giving not less than forty-five (45) days' written notice to the County and the Authority. Such resignation shall take effect on the date specified in such notice unless a replacement Dissemination Agent has not been appointed by the County, in which event, the Dissemination Agent shall continue to serve in such capacity until a successor has been appointed.

**SECTION 16. Severability.** If any provision of this Disclosure Agreement, or the application of any such provision in any jurisdiction or to any person or circumstance, shall be held invalid or unenforceable, the remaining provisions of this Disclosure Agreement, or the application of such provision as is held invalid or unenforceable in jurisdictions or to persons or circumstances other than those in or as to which it is held invalid or unenforceable, shall not be affected thereby.

**SECTION 17. Successors and Assigns.** All of the covenants, promises and agreements contained in this Disclosure Agreement by or on behalf of the County or by or on behalf of the Dissemination Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

**SECTION 18. Headings for Convenience Only.** The descriptive headings in this Disclosure Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

**SECTION 19. Governing Law.** This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have caused this Disclosure Agreement to be executed as of the date first written above.

**COUNTY OF CAMDEN, NEW JERSEY**

By: \_\_\_\_\_  
**ROSS ANGILELLA, Administrator**

**THE BANK OF NEW YORK MELLON,  
as Dissemination Agent**

By: \_\_\_\_\_  
**JANET RUSSO, Vice President**

**EXHIBIT "A"**

**NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE AN ANNUAL REPORT**

Name of Issuer: The Camden County Improvement Authority  
("Authority")

Name of Bond Issue Affected: The Camden County Improvement Authority  
\$\_\_\_\_\_ County Guaranteed Loan Revenue  
Refunding Bonds (Crossroad Redevelopment  
Project), Series 2020

Date of Issuance of Affected Bond Issue: March \_\_, 2020

NOTICE IS HEREBY GIVEN that the County of Camden, New Jersey ("County") has not provided an Annual Report with respect to the above-named Bond Issue as required by Section 3 of the Continuing Disclosure Agreement, dated March \_\_, 2020, between the County and the Dissemination Agent. [TO BE INCLUDED ONLY IF THE DISSEMINATION AGENT HAS BEEN ADVISED OF THE EXPECTED FILING DATE - The County anticipates that such Annual Report will be filed by \_\_\_\_\_.]

Dated:

THE BANK OF NEW YORK MELLON,  
as Dissemination Agent

cc: County  
Authority  
Trustee