SALEM COUNTY IMPROVEMENT AUTHORITY

Resolution #2016-36

RESOLUTION

March 10, 2016

Of The Salem County Improvement Authority
In The County Of Salem, State Of New Jersey

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE SALEM COUNTY IMPROVEMENT AUTHORITY AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT, IF APPLICABLE, ALL PURSUANT TO THE STATE FISCAL YEAR 2016 OR OTHER YEAR NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM

WHEREAS, the Salem County Improvement Authority (the "Local Unit"), in the County of Salem, New Jersey, has determined that there exists a need within the service area of the Local Unit to undertake a project consisting of the Cell 11 Expansion, including but not limited to, the construction of an 8.3-acre double composite lined landfill cell, leachate collection system, leachate pumping and conveyance system, and environmental monitoring system (the "Project") as further defined in each of that certain Loan Agreement (the "Trust Loan Agreement") to be entered into by and between the Local Unit and the New Jersey Environmental Infrastructure Trust (the "Trust") and that certain Loan Agreement (the "Fund Loan Agreement", and together with the Trust Loan Agreement, the "Loan Agreements") to be entered into by and between the Local Unit and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), all pursuant to the State Fiscal Year 2016 or other year of the New Jersey Environmental Infrastructure Trust Financing Program (the "Program");

WHEREAS, the Local Unit has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the Trust (the "Trust Loan") and the State (the "Fund Loan", and together with the Trust Loan, the "Loans") pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively;

WHEREAS, to evidence the Loans, each of the Trust and the State require the Local Unit to authorize, execute and deliver the Local Unit's County-Guaranteed Solid Waste Revenue Bonds (Landfill Expansion Project - Phase I) in an aggregate principal amount not to exceed $8,220,000, consisting of one series of said bonds being authorized, executed and delivered to the Trust (the
"Trust Loan Bond") and another series of bonds being authorized, executed and delivered to the State (the "Fund Loan Bond", and together with the Trust Loan Bond, the "Local Unit Bonds") pursuant to the terms of applicable law and the Loan Agreements; and

WHEREAS, in order to comply, if applicable, with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Securities Exchange Act"), including any successor regulation or statute thereto ("Rule 15c2-12"), the Trust has determined, if applicable, that the Local Unit and certain related local government units are material "obligated persons" in connection with the issuance of the bonds of the Trust to be issued to fund the Trust Loan (the "Trust Bonds"), as the term "obligated person" is defined in Rule 15c2-12;

WHEREAS, as a result of such determination, if applicable, the Local Unit must enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with the trustee for the Trust Bonds and the Trust for the purpose of satisfying Rule 15c2-12 and the purposes and intent thereof, as Rule 15c2-12, its purposes and intent may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction; and

WHEREAS, the Trust and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the Local Unit Bonds and the execution and delivery of the Loan Agreements and the Continuing Disclosure Agreement, if applicable, all pursuant to the terms of an Escrow Agreement (the "Escrow Agreement") to be entered into by and among the Trust, the State, the Local Unit, the escrow agent named therein and a trustee for the holders of the Local Unit Bonds.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. The Trust Loan Agreement, the Fund Loan Agreement, the Continuing Disclosure Agreement and the Escrow Agreement (collectively, the "Financing Documents") are hereby authorized to be executed and delivered on behalf of the Local Unit by either the Chairman, Vice Chairwoman or Executive Director in substantially the forms attached hereto as Exhibits A, B, C and D, respectively, with such changes as the Chairman, Vice Chairwoman or Executive Director (each an "Authorized Officer"), in their respective sole discretion, after consultation with bond counsel, counsel and any advisors to the Local Unit (collectively, the "Local Unit Consultants") and after further consultation with the Trust, the State and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", and together with the Local Unit Consultants, the "Consultants"), shall determine, such determination to be conclusively evidenced by the execution of such Financing Documents by an Authorized Officer as determined hereunder. The Secretary of the Local Unit is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Local Unit as determined hereunder and to affix the corporate seal of the Local Unit to such Financing Documents.

Section 2. The Local Unit hereby authorizes the preparation and distribution of financial statements and demographic and other information concerning the Local Unit and any related government entity, if applicable, contained in a "Preliminary Official Statement" and final
"Official Statement" to be issued in connection with the marketing of the Trust Bonds. In
furtherance of such authorization, the Local Unit hereby severally directs the Authorized Officers
to take such action as the particular Authorized Officer, after consultation with the Consultants,
deems necessary, desirable or convenient in connection with the preparation and distribution of
such information for inclusion in the Preliminary Official Statement and the final Official
Statement.

Section 3. The Authorized Officers of the Local Unit are hereby further severally
authorized to (i) execute and deliver, and the Secretary of the Local Unit is hereby further
authorized to attest to such execution and to affix the corporate seal of the Local Unit to any
document, instrument or closing certificate deemed necessary, desirable or convenient by the
Authorized Officers or the Secretary of the Local Unit, as applicable, in their respective sole
discretion, after consultation with the Consultants, to be executed in connection with the execution
and delivery of the Financing Documents and the consummation of the transactions contemplated
thereby, which determination shall be conclusively evidenced by the execution of each such
certificate or other document by the party authorized hereunder to execute such certificate or other
document, and (ii) perform such other actions as the Authorized Officers deem necessary, desirable
or convenient in relation to the execution and delivery thereof. Such closing certificates shall
include, without limitation and as applicable, (a) a determination that any information provided by
the Local Unit in connection with the preparation and distribution of the (i) Preliminary Official
Statement is "deemed final" for the purposes and within the meaning of Rule 15c2-12 and (ii)
Official Statement constitutes a final Official Statement for the purposes and within the meaning
of Rule 15c2-12, (b) a determination that the Continuing Disclosure Agreement complies with
Rule 15c2-12, and (c) a determination that any information provided by or on behalf of the Local
Unit or relating to the Local Unit, the Loan Agreements, the Escrow Agreement, the Continuing
Disclosure Agreement or the transactions contemplated thereby in connection with the preparation
and distribution of the Preliminary Official Statement and the Official Statement complies with
Section 10 and Rule 10b-5 of the Securities Exchange Act.

Section 4. This resolution shall take effect immediately.

Section 5. Upon the adoption hereof, the Secretary of the Local Unit shall forward
certified copies of this resolution to John M. Cantalupo, Esq. Archer & Greiner P.C., bond counsel
to the Local Unit, and Richard T. Nolan, Esq., McCarter & English, LLP, Bond Counsel to the
Trust.

ATTEST:

Paul Williams, Secretary

Robert E. Widdifield, Chairman

March 10, 2016
Date
CERTIFICATE

I, PAUL WILLIAMS, Secretary of The Salem County Improvement Authority (the "Authority"), DO HEREBY CERTIFY that the above resolution entitled "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF LOAN AGREEMENTS TO BE EXECUTED BY THE SALEM COUNTY IMPROVEMENT AUTHORITY AND EACH OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST AND THE STATE OF NEW JERSEY, ACTING BY AND THROUGH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND FURTHER AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND A CONTINUING DISCLOSURE AGREEMENT, IF APPLICABLE, ALL PURSUANT TO THE STATE FISCAL YEAR 2016 OR OTHER YEAR NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST FINANCING PROGRAM" (the "Resolution") was duly adopted by the Authority at a regular meeting held on March 10, 2016 duly called and held in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout, and that said Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority this 10TH day of March 2016.

(SEAL.)

PAUL WILLIAMS, Secretary