

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2019-R-53

AMEND CONTRACT WITH R.E. PIERSON CONSTRUCTION
COMPANY FOR IMPROVEMENTS TO EAST MILL
ROAD – PHASES I & II AND APPROVE CHANGE ORDER NO. 1

WHEREAS, the Township Council, by previous Resolution, awarded a contract to R.E. Pierson Construction Company for improvements to East Mill Road – Phases I & I; and

WHEREAS, CME Associates, the Township's agent responsible for supervising the improvements to East Mill Road – Phases I & II, has advised the Township Council, by way of a February 28, 2019 correspondence and change order request and the submission of the appropriate certification that the original contract should be amended due to supplementary work, said work being beyond the contemplation of the parties at the time of the execution of the original agreement and not being known until work commenced; and

WHEREAS, due to reductions for unused materials, the change order results in no change to the contract amount; and

WHEREAS, N.J.A.C. 5:30-11.1, et seq. provides that the Governing Body may authorize change orders and amend contracts in accordance with the procedures set forth in said regulations; and

WHEREAS, the Township's Chief Financial Officer, as required by N.J.A.C. 5:30-11.3, has reviewed the requested change order and has certified as to the availability of funds, said certification being attached hereto and made a part hereof; and

WHEREAS, the Township Council has reviewed the aforementioned request and desires to act favorably with respect to same and to amend the contract accordingly and to approve the change order.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Maple Shade, in the County of Burlington and State of New Jersey, as follows:

1. That the Township Council, based upon the aforementioned certificate, hereby authorizes the supplementary work regarding improvements to East Mill Road – Phases I & II which includes additional drainage pipe to replace deteriorated existing pipe that was discovered during construction.

2. That the Township Council hereby amends the subject contract to authorize the supplementary work with no change to the contract amount, in accordance with the terms and conditions of the aforementioned certification and February 28, 2019 correspondence and change order final request, said certification, correspondence and request being attached hereto as Exhibit A and made a part hereof.

3. That the Township Council hereby directs the Township Mayor and Clerk to execute any and all documents necessary to effectuate the terms of this Resolution and which are prepared by or reviewed by the Township Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 28, 2019.

 Andrea T. McVeigh, Township Clerk

DATE: March 28, 2019

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Manchello						X
Nunes		X	X			
Volpe	X		X			
Wiest						X
Kauffman			X			

AMENDMENT TO CONTRACT #
AND CHANGE ORDER NO. 1

THIS AGREEMENT entered into this day of , 2019 by and between **R.E. PIERSON CONSTRUCTION COMPANY**, having its principal place of business at 426 Swedesboro Road, Pilesgrove, NJ (08098) (hereinafter referred to as "**CONTRACTOR**") and the **TOWNSHIP OF MAPLE SHADE**, a municipal corporation organized under the laws of the State of New Jersey, having its principal place of business at the Municipal Building, 200 Stiles Avenue, Maple Shade, New Jersey (08052) (hereinafter referred to as "**TOWNSHIP**");

W I T N E S S E T H

WHEREAS, the Contractor has been awarded a contract by the Township for improvements to East Mill Road – Phases I & II, in accordance with the terms and conditions set forth in Contract #; and

WHEREAS, CME Associates, the Township Agent responsible for supervising the Contractor during the improvements to East Mill Road – Phases I & II, has advised the Township Council, by way of a correspondence dated February 28, 2019, and of the submission of the appropriate certification, that the Contractor has requested an approval of an amendatory contract to authorize supplementary work regarding the improvements to East Mill Road, improvements which could not have reasonably been effectuated by a separately bid contract without unduly disrupting the basic work, or without imposing adverse cost consequences to the Township. Said supplementary work including additional drainage pipe required to replace deteriorated existing pipe that was discovered during construction; and

WHEREAS, the Township Council has reviewed said request and change order and desires to act favorably pursuant thereto as per Resolution R-2019- .

NOW, THEREFORE, in consideration of the mutual covenants, agreements and terms and conditions contained herein, the parties hereby agree as follows:

1. The parties agree that Contract # is hereby amended to allow supplementary work regarding improvements to East Mill Road – Phases I & II.
2. The parties hereby agree to amend said contract without change to the original contract amount.
3. The parties agree that the terms, conditions, agreements and understandings contained in this amendatory contract constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set hands and seal the above day and date as written above.

TOWNSHIP OF MAPLE SHADE

ATTEST:

BY: _____
J. NELSON WEIST, Mayor

ANDREA T. DeGOLIA, Township Clerk

R.E. PIERSON CONSTRUCTION
COMPANY

ATTEST:

BY _____

BY: _____

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2019-R-54

A RESOLUTION AUTHORIZING THE TOWNSHIP OF MAPLE SHADE
TO EXECUTE AN AGREEMENT WITH BURLINGTON COUNTY FOR COOPERATIVE
PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT OF 1974

BE IT RESOLVED AND ENACTED, by the Council of Maple Shade Township, County of Burlington and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.

- SECTION I. Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and
- SECTION II. It is necessary to establish a legal basis for the County and its people to benefit from this Program; and
- SECTION III. An Agreement has been proposed under which the Township of Maple Shade and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq., and
- SECTION IV. It is in the best interest of the Township of Maple Shade that the Agreement entitled "Agreement between the County of Burlington and certain municipalities Located therein for the establishment of a cooperative means of conducting certain Community development activities", a copy of which is on file at the Municipal Clerk's Office.
- SECTION V. The Township of Maple Shade shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of The Township of Maple Shade and affix thereunto the Official Seal.
- SECTION VI. All resolutions or parts of resolutions which are inconsistent herewith are hereby Repealed in the extent of their inconsistency.
- SECTION VII. This Resolution shall take effect immediately after passage and publication as provided By law.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 28, 2019.

Andrea T. McVeigh, Township Clerk

DATE: March 28, 2019

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Manchello						x
Nunes		x	x			
Volpe	x		x			
Wiest						x
Kauffman			x			

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2019-R-55

RESOLUTION OF THE TOWNSHIP OF MAPLE SHADE PROVIDING FOR A SINGLE AND COMBINED ISSUE OF GENERAL IMPROVEMENT BONDS AND A SINGLE AND COMBINED ISSUE OF WATER AND SEWER UTILITY BONDS; AUTHORIZING THE SALE OF UP TO \$15,345,000 PRINCIPAL AMOUNT OF GENERAL IMPROVEMENT BONDS, SERIES 2019, AND UP TO \$6,000,000 PRINCIPAL AMOUNT OF WATER AND SEWER UTILITY BONDS, SERIES 2019; AUTHORIZING ADVERTISEMENT OF A NOTICE OF SALE; AUTHORIZING THE CHIEF FINANCIAL OFFICER TO SELL AND AWARD THE BONDS; DETERMINING THE FORM AND OTHER DETAILS OF THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING THERETO

WHEREAS, the Township of Maple Shade, in the County of Burlington, New Jersey (the “Township”), has adopted the Bond Ordinances listed on the attached Appendix A-1 and Appendix A-2 (collectively, the “Bond Ordinances”) authorizing the issuance of obligations of the Township for the purpose of financing the various general capital and water and sewer utility projects described in the Bond Ordinances; and

WHEREAS, the Township Council has determined to finance permanently a portion of the costs of (a) the general capital projects by the issuance of up to \$15,345,000 principal amount of general improvement bonds pursuant to the Bond Ordinances listed in Appendix A-1 and (b) the water and sewer utility projects by the issuance of up to \$6,000,000 principal amount of water and sewer utility bonds pursuant to the Bond Ordinance listed in Appendix A-2; and

WHEREAS, the Township Council has determined to proceed with the public sale of said bonds for the purposes authorized in the Bond Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade, in the County of Burlington, New Jersey (not less than a majority of the full membership of the Township Council affirmatively concurring), as follows:

Section 1. (a) Combination of General Improvement Bonds; Authorization of Sale. The principal amount of general improvement bonds authorized to be issued pursuant to the respective Bond Ordinances described in Appendix A-1 hereto are hereby combined into a single and combined issue, and up to \$15,345,000 aggregate principal amount of general obligation bonds, designated as “General Improvement Bonds, Series 2019” (the “General Improvement Bonds”), are authorized to be sold in accordance with the terms of this Resolution.

The average period of usefulness for the general capital projects financed by the General Improvement Bonds, taking into consideration the respective amounts of obligations presently

authorized to be issued pursuant to the Bond Ordinances described in Appendix A-1 hereto and the period or average period of usefulness determined in the Bond Ordinances described in Appendix A-1 hereto, is 11.07 years.

(b) Combination of Water and Sewer Utility Bonds; Authorization of Sale. The principal amount of water and sewer utility bonds authorized to be issued pursuant to the respective Bond Ordinances described in Appendix A-2 hereto are hereby combined into a single and combined issue, and up to \$6,000,000 aggregate principal amount of general obligation bonds, designated as “Water and Sewer Utility Bonds, Series 2019” (the “Water and Sewer Utility Bonds” and, collectively with the General Improvement Bonds, the “Bonds”), are authorized to be sold in accordance with the terms of this Resolution.

The average period of usefulness for the water and sewer utility projects financed by the Water and Sewer Utility Bonds, taking into consideration the respective amounts of obligations presently authorized to be issued pursuant to the Bond Ordinances described in Appendix A-2 hereto and the period or average period of usefulness determined in the Bond Ordinances described in Appendix A-2 hereto, is 28.86 years.

Section 2. Public Sale of Bonds. The Bonds shall be issued and sold at public sale in accordance with the provisions of the Local Bond Law, constituting Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented.

Section 3. Details of Bonds. The Bonds shall be dated their date of delivery, shall be in book-entry only form, shall bear interest from their date, payable semi-annually on August 15 and February 15 of each year, commencing August 15, 2019, at the rate or rates to be specified by the successful bidder, and shall mature, subject to prior redemption, on February 15 in the annual principal amounts (subject to adjustment as provided herein) and years as set forth below:

GENERAL IMPROVEMENT BONDS, SERIES 2019

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$750,000	2026	\$1,500,000
2021	1,320,000	2027	1,500,000
2022	1,350,000	2028	1,500,000
2023	1,425,000	2029	1,500,000
2024	1,500,000	2030	1,500,000
2025	1,500,000		
		TOTAL	\$15,345,000

WATER AND SEWER UTILITY BONDS, SERIES 2019

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$200,000	2028	\$400,000
2021	300,000	2029	400,000
2022	300,000	2030	400,000
2023	400,000	2031	400,000
2024	400,000	2032	400,000
2025	400,000	2033	400,000
2026	400,000	2034	400,000
2027	400,000	2035	400,000
		TOTAL	\$6,000,000

The Bonds shall contain such other terms and conditions as are specified in the Notice of Sale approved in Section 5 hereof (the “Notice of Sale”).

Section 4. Redemption. (A) The Bonds of each series maturing on or before February 15, 2026, are not subject to redemption prior to maturity.

(B) The Bonds of each series maturing on or after February 15, 2027, are subject to redemption prior to maturity at the option of the Township, as a whole or in part on any date on or after February 15, 2026, and if in part such maturity or maturities, or portions thereof, as decided by the Township shall be redeemed, at the redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of any series of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by The Depository Trust Company (or any successor thereto) or, if the Bonds are subsequently registered in the names of the beneficial owners thereof, by the Paying Agent.

When any Bonds are to be redeemed, the Chief Financial Officer (or, if appointed pursuant to Section 12 hereof, the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice by first class mail in a sealed envelope postage prepaid to the registered owners of any Bonds or portions thereof which are to be redeemed, at their respective addresses as they last appear on the registration books of the Township, at least thirty (30) but not more than sixty (60) days before the date fixed for redemption. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the Township shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered as outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such

depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

Section 5. Approval of Notice of Sale. The Notice of Sale, containing other terms and provisions of the Bonds and setting forth the conditions of the sale thereof, all of which are hereby approved, shall be substantially in the form attached to this Resolution as Appendix B and made a part hereof, is hereby approved.

Section 6. Approval of Summary Notice of Sale. The Summary Notice of Sale shall be substantially in the form attached to this Resolution as Appendix C and made a part hereof, and the Summary Notice of Sale is hereby approved.

Section 7. Publication of Notice of Sale. The Notice of Sale substantially in the form attached to this Resolution shall be published at least once in the *Courier Post*, a newspaper published in the County of Burlington and circulating in the Township, and the Summary Notice of Sale substantially in the form attached to this Resolution shall be published at least once in *The Bond Buyer*, a newspaper published in the City of New York and State of New York, carrying municipal bond notices and devoted primarily to the subject of state and municipal bonds. The advertisement of said Notice of Sale and Summary Notice of Sale in each such newspaper shall be published not less than seven (7) days prior to the sale date for the Bonds.

Section 8. Designation of Chief Financial Officer to Award Bonds; Delegation Regarding Postponement of Sale; Regarding Adjustment of Maturity Schedule. Proposals for the purchase of the Bonds shall be received by the Chief Financial Officer on May 7, 2019, or on such other date as determined by the Chief Financial Officer, as shall be provided in the Notice of Sale and the Summary Notice of Sale. The Township Council hereby designates the Chief Financial Officer to sell and award the Bonds in accordance with this Resolution and the Notice of Sale. The Chief Financial Officer is hereby directed to report, in writing, to the Township Council at its first meeting after the sale of the Bonds as to the principal amount, interest rate and maturities of the Bonds sold, the price obtained and the name of the purchaser.

There is hereby delegated to the Chief Financial Officer the authority to postpone the public sale of the Bonds without re-advertisement in accordance with the provisions of the Notice of Sale. The public sale of the Bonds may not be postponed more than sixty (60) days without re-advertisement.

In accordance with N.J.S.A. 40A:2-26(g), there is hereby further delegated to the Chief Financial Officer the authority to adjust the maturity schedule for the Bonds at the times and in the amounts as provided in the Notice of Sale.

Section 9. Authorization for Official Statement. The proper Township officials and advisors are hereby authorized to prepare and distribute to the prospective purchasers of the Bonds a Preliminary Official Statement and a final Official Statement containing information relating to the Township, its financial condition and the terms of the Bonds and other material facts customarily included in official statements for general obligation bonds in the State of New Jersey. The Chief Financial Officer is hereby authorized to deem final the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 10. Approval of Form of Bonds. The forms of the Bonds, substantially as set forth in Appendix D-1 and D-2 attached hereto and made a part hereof, are hereby approved. The Bonds shall be executed in the name of the Township by the manual or facsimile signature of the Mayor and the Chief Financial Officer and the seal of the Township, or a facsimile impression thereof, shall be affixed to the Bonds and attested by the manual signature of the Township Clerk.

Section 11. Appointment of Securities Depository. The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds. The ownership of one fully registered bond for each maturity of the Bonds of each series, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive certificated Bonds and will not be the registered owner thereof. Ownership interests in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the Township nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The appropriate officers of the Township are hereby authorized to execute a Letter of Representation to DTC and such other documents as may be necessary or desirable in connection with DTC's services as securities depository.

DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Township and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, or if the Township determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Township shall designate a successor securities depository or shall deliver certificates to the beneficial owners of the Bonds registered in the names of the beneficial owners thereof.

Section 12. Paying Agent. The Chief Financial Officer is hereby authorized to select and to enter into an agreement with a Paying Agent to ensure that the Township can meet its obligations undertaken herein to the holders of the Bonds. The Chief Financial Officer may, however, elect not to select a Paying Agent for the Bonds, and may elect to select a Paying Agent at any time prior or subsequent to the issuance of the Bonds. However, the Chief Financial Officer shall select a Paying Agent upon any determination to cause the Bonds to be registered in the names of the beneficial owners thereof, as provided in Section 11 hereof.

Section 13. Tax Covenant. The Township hereby covenants with the holders from time to time of the Bonds that it will make no investment or other use of the proceeds of the Bonds or take any further action (or refrain from taking such action) which would cause the Bonds to be "arbitrage bonds" or "private activity bonds" within the meaning of the Internal Revenue Code of 1986, as

amended, or under any similar statutory provision or any rule or regulation promulgated thereunder (the “Code”), or would cause interest on the Bonds not to be excludable from gross income for federal income tax purposes, and that it will comply with the requirements of the Code and said regulations throughout the term of the Bonds.

Section 14. Pledge of Township. The full faith and credit of the Township is hereby pledged for the payment of the principal of and interest on the Bonds. The Bonds shall be direct obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the principal of and interest on the Bonds without limitation as to rate or amount.

Section 15. Continuing Disclosure. The form of the Continuing Disclosure Certificate in substantially the form attached hereto as Appendix E is hereby approved, and the execution of the Continuing Disclosure Certificate by the Chief Financial Officer of the Township is hereby authorized. The Township hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the Township and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the Township to comply with the Continuing Disclosure Certificate shall not be considered a default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Township to comply with its obligations under this Section.

Section 16. Further Action. The proper officers of the Township are hereby authorized and directed to take all such action as may be necessary to affect the issuance and delivery of the Bonds.

Section 17. Effective Date. This Resolution shall take effect immediately upon the adoption hereof.

Adopted: March 28, 2019

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Manchello						X
Nunes		X	X			
Volpe	X		X			
Wiest						X
Kauffman			X			

CERTIFICATE

I, Andrea T. Mcveigh, Clerk of the Township of Maple Shade, in the County of Burlington, New Jersey, HEREBY CERTIFY that the foregoing copy of the resolution of the Township Council, duly adopted on March 28, 2019, has been compared by me with the original resolution as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this _____ day of _____, 2019.

ANDREA McVEIGH, Clerk

[SEAL]

APPENDIX A-1

GENERAL IMPROVEMENT BONDS, SERIES 2019

Ordinance Number	Date Adopted	Amount of Bonds Authorized	Period of Usefulness (Years)	Maximum Amount of General Obligation bonds to be Issued
2011-03	04/14/11	\$233,333	10	\$230,000
2011-05	06/09/11	2,766,667	12.2988	2,174,000
2012-09	08/23/12	2,671,428	9.4119	1,921,000
2013-10	07/25/13	2,688,570	10.14	1,865,000
2014-14	08/21/14	2,335,575	10.6929	1,646,000
2015-13	07/23/15	2,087,904	13.21	1,874,000
2016-07	07/07/16	2,254,350	10.8	2,254,000
2017-11	06/22/17	3,381,050	10.998	3,381,000

Total

\$15,345,000

APPENDIX A-2

WATER AND SEWER UTILITY BONDS, SERIES 2019

<u>Ordinance Number</u>	<u>Date Adopted</u>	<u>Amount of Bonds Authorized</u>	<u>Period of Usefulness (Years)</u>	<u>Maximum Amount of General Obligation bonds to be Issued</u>
2011-04	04/14/11	\$2,013,048	35.1	\$624,700
2011-06	06/09/11	580,952	40	572,600
2012-10	08/23/12	2,000,000	40	27,800
2013-11	07/25/13	2,000,000	35.13	1,297,000
2016-08	07/07/16	2,020,000	27.20	2,000,000
2017-12	06/22/17	2,265,750	18.45	1,477,900

Total

\$6,000,000

APPENDIX B

**NOTICE OF SALE
TOWNSHIP OF MAPLE SHADE, COUNTY OF BURLINGTON, NEW JERSEY**

**\$21,345,000* GENERAL OBLIGATION BONDS, SERIES 2019
CONSISTING OF:
\$15,345,000* GENERAL IMPROVEMENT BONDS
AND
\$6,000,000* WATER AND SEWER UTILITY BONDS
(Book-Entry-Only) (Callable)**

The TOWNSHIP OF MAPLE SHADE, a municipal corporation of the State of New Jersey located in the County of Burlington, New Jersey (the "Township"), hereby invites sealed or electronic proposals for the purchase of the Township's \$21,345,000* aggregate principal amount of General Obligation Bonds, Series 2019, consisting of: \$15,345,000* principal amount of General Improvement Bonds and \$6,000,000* principal amount of Water and Sewer Utility Bonds (the "Bonds").

SEALED OR ELECTRONIC (VIA PARITY) PROPOSALS will be received by the Chief Financial Officer of the Township at Township Hall, 400 Stiles Avenue, Maple Shade, New Jersey 08052, on May 7, 2019 (the "Bid Date") until 11:00 a.m., prevailing local time, at which time they will be publicly opened and announced. The Bonds will be dated their date of delivery and will mature, subject to prior redemption, on February 15, in the years and, subject to adjustment as provided herein, in the amounts set forth below:

Year	General Improvement Bonds*	Water and Sewer Utility Bonds*	Combined Bond Total*
2020	\$750,000	\$200,000	\$950,000
2021	1,320,000	300,000	1,620,000
2022	1,350,000	300,000	1,650,000
2023	1,425,000	400,000	1,825,000
2024	1,500,000	400,000	1,900,000
2025	1,500,000	400,000	1,900,000
2026	1,500,000	400,000	1,900,000
2027	1,500,000	400,000	1,900,000
2028	1,500,000	400,000	1,900,000
2029	1,500,000	400,000	1,900,000
2030	1,500,000	400,000	1,900,000
2031		400,000	400,000
2032		400,000	400,000
2033		400,000	400,000
2034		400,000	400,000
2035		400,000	400,000

*Preliminary, subject to change as described herein.

All bidders for the Bonds must be participants of The Depository Trust Company, New York, New York ("DTC") or affiliated with its participants. The Bonds will be issued in the form of one certificate for each maturity of each series of the Bonds each in the aggregate principal amount of such maturity and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository. The certificates will be deposited with DTC which will be responsible for maintaining a book-entry system for recording the interests of its participants and the transfers of the interests among its participants. The participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchases. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof through book entries made on the books and records of DTC and its participants.

The Bonds will be dated their date of delivery, and will bear interest at the rate or rates per annum specified by the successful bidder therefor in accordance herewith, payable semi-annually on August 15 and February 15 of each year, commencing August 15, 2019, until maturity or earlier redemption, to DTC or its authorized nominee. The DTC will credit payments of principal of and interest on the Bonds to the participants of DTC as listed on the records of DTC.

In the event (a) DTC determines not to continue to act as Securities Depository for the Bonds or (b) the Township determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Township will discontinue the book-entry system with DTC. If the Township fails to identify another qualified securities depository to replace DTC, the Township will deliver replacement bonds in the form of fully registered certificates.

The Bonds are general obligations of the Township and are secured by a pledge of the full faith and credit of the Township for the payment of the principal thereof and the interest thereon. The Bonds are payable, if not paid from other sources, from ad valorem taxes to be levied upon all the real property taxable within the Township without limitations as to rate or amount.

The Bonds maturing on or before February 15, 2026, are not subject to redemption prior to maturity. The Bonds of each series maturing on or after February 15, 2027, are subject to redemption prior to maturity at the option of the Township, as a whole or in part on any date on or after February 15, 2026, and if in part such maturity or maturities as decided by the Township shall be redeemed, at the redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Each proposal submitted must name the rates or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for the bonds of the same maturity. There is no limitation on the number of rates that may be named. The difference between the lowest and the highest rates named in the proposal shall not exceed three per centum (3%). The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest true interest cost ("TIC"). Such TIC cost shall be computed by determining the interest rate, compounded semi-annually, necessary to discount the debt service payments to the date of the bonds and to the price bid, excluding interest accrued to the delivery date. **Each proposal submitted must be for all the**

Bonds and the purchase price specified in the proposal must not be less than \$21,345,000 nor more than \$23,479,500. No proposal shall be considered that offers to pay an amount less than the principal amount of the Bonds offered for sale or under which the total loan is made at a TIC higher than the lowest TIC to the Township under any legally acceptable proposal, and if two or more bidders offer to pay the lowest TIC, then the Bonds will be sold to one of such bidders selected by lot from among all such bidders. The right is reserved to reject all bids and to reject any bid not complying with this Notice.

It is requested that each proposal be accompanied by a computation of the TIC to the Township under the terms of the proposal in accordance with the method of calculation described in the preceding paragraph (computed to six decimal places), but such computation is not to be considered as part of the proposal for Bonds. Determinations of TIC by the Township shall be final.

The Township may and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds, provided however, that (1) no maturity schedule adjustment shall exceed 10% upward or downward of the principal for any maturity as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed 10% upward or downward of the aggregate principal amount of Bonds as specified herein and the aggregate principal amount of Bonds as adjusted will not exceed \$21,345,000. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds to be issued. Immediately upon being notified that it is the successful bidder, the successful bidder shall provide to the Township's municipal advisor and bond counsel the initial offering prices of the Bonds to the public. Upon receipt of the initial offering prices of the Bonds to the public from the successful bidder, the bid price will be adjusted to reflect changes in the dollar amount of the underwriter's discount and the original issue premium, but will not change the per bond underwriter's discount as calculated from the bid and the initial offering prices of the Bonds to the public. The Township shall notify the successful bidder of the final maturity schedule and the resulting adjusted purchase price no later than 5:00 p.m., New Jersey time, on the day of the sale and award the Bonds. The interest rate or rates specified by the successful bidder for each maturity will not be altered.

Except as provided herein under the caption "Procedures Regarding Electronic Bidding," each proposal must be enclosed in a sealed envelope, marked on the outside "Proposal for Township G.O. Bonds" and, if mailed, addressed to or in care of the undersigned at 400 Stiles Avenue, Maple Shade, New Jersey 08052. All bids which are submitted electronically via the PARITY Electronic Bid Submission System ("PARITY") of i-Deal LLC ("i-Deal") pursuant to the procedures described below shall be deemed to constitute a "Proposal for Bonds" and shall be deemed to incorporate by reference all of the terms and conditions of this Notice of Sale. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Proposal for Bonds.

PROCEDURES REGARDING ELECTRONIC BIDDING. Bids may be submitted electronically via PARITY in accordance with this notice, until 11:00 a.m., New Jersey time, on the Bid Date, but no bid will be accepted after the time for receiving bids specified above. In addition, bidders must ensure that the good faith deposit wire, check or financial surety bond referred to herein is submitted on the Bid Date by 11:00 a.m. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PARITY at i-Deal at 1359 Broadway, 2nd

Floor, New York, NY 10010, telephone (212) 849-5021. The Township may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. The Township may regard the electronic transmission of the bid through PARITY (including information about the principal amount of the Bonds, the price bid for the Bonds and any other information included in such transmission) as though the same information were submitted on the "Proposal for Bonds" provided by the Township and executed by a duly authorized signatory of the bidder. If a bid submitted electronically by PARITY is accepted by the Township, the terms of the "Proposal for Bonds" and this Notice of Sale and the information that is electronically transmitted through PARITY shall form a contract, and the Successful Bidder or Bidders shall be bound by the terms of such contract.

2. PARITY is not an agent of the Township, and the Township shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Township or information provided by the bidder.

3. The Township may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via TM3 News Services, or by other available means, no later than 3:00 p.m., New Jersey time, on the last business date prior to the Bid Date.

4. Once the bids are communicated electronically via PARITY to the Township as described above, each bid will constitute a Proposal for Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all Proposals for Bonds, whether by hand delivery or electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

5. Each Bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Township nor i-Deal shall have any duty or obligation to provide or assure access to any bidder, and neither the Township nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The Township is using PARITY as a communication mechanism, and not as the Township's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the Township harmless from any harm or damages caused to such bidder in connection with its use of PARITY for bidding on Bonds.

The right is reserved to reject all bids and any bid not complying with the terms of this notice may be rejected.

Each bidder is required to make a good faith deposit ("Deposit") in the form of a cash wire, a certified, cashier's or treasurer's check or a financial surety bond ("Financial Surety Bond") in the amount of \$426,900, payable to the Township of Maple Shade. If a cash wire is used, the wire must be received by the Township no later than **11:00 A.M. on May 7, 2019** and each bidder must notify the Township of its intent to use such cash wire prior to **11:00 A.M.** and must provide proof of electronic transfer of such cash wire prior to **11:00 A.M., on May 7, 2019**. Wiring instructions for the Township can be obtained by contacting the Township's municipal advisor, at

bmorris@muniadvisors.com or (609) 291-0130. If a check is used, the check must be a certified or cashier's or treasurer's check drawn upon a bank or trust company and must be delivered to the Township by no later than **11:00 A.M. on May 7, 2019**. Each bidder accepts responsibility for delivering such cash wire or check on time and the Township is not responsible for any cash wire or check that is not received on time. If a Financial Surety Bond is used, the same must be from an insurance company licensed to issue such a bond in the State of New Jersey and approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs and proof of such bond must be submitted to the Township no later than 5:00 P.M. on May 6, 2019, by email to bsprigman@mapleshade.com and wmayer@decotiislaw.com. Use of any other Financial Surety Bond must be approved by the Director prior to the bid and will not be accepted by the Township unless evidence of such approval is provided prior to the bid. The Financial Surety Bond must identify the bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a bidder utilizing a Financial Surety Bond, then that winning bidder shall be required to submit its Deposit to the Township by wire transfer as instructed by the Township not later than 3:30 P.M. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the Township to satisfy the Deposit requirement. When the successful bidder has been ascertained, all such Deposits shall be promptly returned to the persons making the same, except the cash wire, check or Financial Surety Bond of the successful bidder which shall be applied as partial payment for the Bonds or to secure the Township from any loss resulting from the failure of the successful bidder to comply with the terms of its bid.

Award of the Bonds to the successful bidder or rejection of all bids is expected to be made promptly after opening of the bids. The successful bidder may withdraw its proposal after 5:30 P.M. on the day of such bid opening, but only if such award has not been made prior to the withdrawal.

The Bonds will be delivered through DTC on May 23, 2019, or such other date agreed to by the Township and the successful bidder. **PAYMENT FOR THE BONDS AT THE TIME OF THE CLOSING SHALL BE IN IMMEDIATELY AVAILABLE FEDERAL FUNDS.**

The successful bidder may at its option refuse to accept the Bonds if prior to their delivery any income tax law of the United States of America shall provide that the interest thereon is includable in gross income for Federal income purposes, or shall be included at a future date for Federal income tax purposes, and in such case the deposit made by the bidder will be returned and the bidder will be relieved of the bidder's contractual obligations arising from the acceptance of the bidder's proposal.

If the Bonds qualify for issuance of any policy of municipal bond insurance, the purchaser of the Bonds may, at its sole option and expense, purchase such insurance. Any failure of the Bonds to be so insured shall not in any way relieve the purchaser of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for the failure or refusal of the successful bidder to accept delivery of and pay for the Bonds. The Township's municipal advisor shall be responsible for making the application for the assignment of CUSIP identification numbers. The CUSIP Global Services charges for the assignment of CUSIP numbers on the Bonds shall be the responsibility of and shall be paid for by the successful bidder.

ONE SERIES OF CUSIP NUMBERS WILL BE ASSIGNED TO THE BONDS.

The obligation hereunder to deliver and accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of: (a) the approving opinion of the law firm of DeCotiis, FitzPatrick, Cole & Giblin, LLP, Teaneck, New Jersey, Bond Counsel, which will be furnished without cost to the successful bidder, substantially to the effect set forth in the Preliminary Official Statement referred to below; (b) certificates in form satisfactory to said law firm evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, and compliance with the requirements of the Internal Revenue Code of 1986, as amended, necessary to preserve the tax exemption; (c) a certificate, in form and tenor satisfactory to said law firm and dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened affecting the validity of the Bonds; and (d) the Township's Continuing Disclosure Certificate substantially in the form described in the Preliminary Official Statement.

A Preliminary Official Statement has been prepared and may be obtained at www.govdebt.net/ or from the Township's municipal advisor. The Preliminary Official Statement is deemed to be a "final official statement," as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission but is subject to (a) completion with certain pricing and other information to be made available by the successful bidder for the Bonds and (b) amendment. The Preliminary Official Statement as so revised will constitute the "final official statement." By the submission of a bid for the Bonds, the successful bidder contracts for the receipt of a reasonable number of copies of the final Official Statement within seven business days of the award of the Bonds. In order to complete the final Official Statement, the successful bidder must furnish on behalf of the underwriter(s) of the Bonds the following information to Bond Counsel and the Township by facsimile transmission or overnight delivery received by Bond Counsel and the Township within 24 hours after the award of the Bonds: (a) initial offering prices or yields (expressed as percentages), (b) selling compensation (aggregate total, anticipated compensation to the underwriter(s) expressed in dollars), (c) the identity of the underwriters if the successful bidder is part of a group or syndicate, and (d) any other material information necessary for the final Official Statement, but not known to the Township (such as the bidder's purchase of insurance or other credit enhancement). It shall also be the obligation of the successful bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the Township will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual information and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Establishment of Issue Price (10% Test to Apply if Competitive Sale Requirements are Not Satisfied)

(a) The winning bidder shall assist the Township in establishing the issue price of the Bonds and shall execute and deliver to the Township at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in

the form attached hereto as Schedule A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Township and Bond Counsel. All actions to be taken by the Township under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Township by the Township's Bond Counsel identified herein and any notice or report to be provided to the Township may be provided to the Township's Bond Counsel.

(b) The Township intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Township shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Township may receive bids from at least three (3) underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Township anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the Township shall so advise the winning bidder. The Township shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and to each separate CUSIP number within that maturity). The winning bidder shall advise the Township if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Township will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity in the event that the competitive sale requirements are not satisfied. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

(d) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Township the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that the winning bidder's reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the Township or bond counsel.

(e) By submitting a bid, each bidder confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) to report the prices at which it sells to the public the unsold Bonds allocated to it, whether or not the Closing date has occurred, until either all Bonds allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Bonds, provided that the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder,

(B) to promptly notify the winning bidder of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing date has occurred, until either all Bonds allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% test has been satisfied as to the Bonds, provided that the reporting obligation after the Closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter.

(f) Sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Township (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the

underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “sale date” means the date that the Bonds are awarded by the Township to the winning bidder.

The Township reserves the right to postpone, from time to time, the date and time established for the receipt of bids. Any such postponement shall be published on TM3 News Service, or by other available means, not less than twenty-four (24) hours prior to the sale. If any date fixed for receipt of bids and the sale of the Bonds is postponed, an alternative sale date will be announced via TM3 News Service, or by other available means, at least forty-eight (48) hours prior to such alternative date.

A Preliminary Official Statement may be obtained at www.govdebt.net/ or from the Township's Chief Financial Officer, 400 Stiles Avenue, Maple Shade, New Jersey 08052 (telephone 856/779-9610 extension; 163) (email: bsprigman@mapleshade.com) or from the Township's municipal advisor, Phoenix Advisors, LLC, 625 Farnsworth Avenue Bordentown, NJ 08505 (telephone (609) 291-0130) (email: bmorris@muniadvisors.com).

Dated: _____, 2019

Brenda Sprigman, Chief Financial Officer
Township of Maple Shade, County of
Burlington, New Jersey

APPENDIX C

SUMMARY NOTICE OF SALE TOWNSHIP OF MAPLE SHADE, COUNTY OF BURLINGTON, NEW JERSEY

\$21,345,000* GENERAL OBLIGATION BONDS, SERIES 2019
CONSISTING OF:

\$15,345,000* GENERAL IMPROVEMENT BONDS
AND
\$6,000,000* WATER AND SEWER UTILITY BONDS
(Book-Entry-Only) (Callable)

SEALED OR ELECTRONIC (via PARITY) PROPOSALS will be received by the TOWNSHIP OF MAPLE SHADE, New Jersey, on **May 7, 2019**, until 11:00 a.m., for the General Obligation Bonds, Series 2019, as set forth below:

Year	General Improvement Bonds*	Water and Sewer Utility Bonds*	Combined Bond Total*
2020	\$750,000	\$200,000	\$950,000
2021	1,320,000	300,000	1,620,000
2022	1,350,000	300,000	1,650,000
2023	1,425,000	400,000	1,825,000
2024	1,500,000	400,000	1,900,000
2025	1,500,000	400,000	1,900,000
2026	1,500,000	400,000	1,900,000
2027	1,500,000	400,000	1,900,000
2028	1,500,000	400,000	1,900,000
2029	1,500,000	400,000	1,900,000
2030	1,500,000	400,000	1,900,000
2031		400,000	400,000
2032		400,000	400,000
2033		400,000	400,000
2034		400,000	400,000
2035		400,000	400,000

*Preliminary, subject to change as provided in the Notice of Sale.

The Bonds will be dated their date of delivery, will mature on February 15, will be issued in book entry form through the Depository Trust Company and will bear interest payable on each August 15 and February 15, commencing August 15, 2019, at the respective rate or rates specified by the successful bidder.

The complete Notice of Sale containing additional terms and conditions and the Preliminary Official Statement may be obtained at www.govdebt.net/.

APPENDIX D-1

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF BURLINGTON
TOWNSHIP OF MAPLE SHADE

GENERAL IMPROVEMENT BOND, SERIES 2019

No. _____ \$ _____

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP
%	_____, 2019	February 15, ____	____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ Dollars

The TOWNSHIP OF MAPLE SHADE, in the County of Burlington, a public body corporate and politic organized and existing under the laws of the State of New Jersey (the "Township"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner hereof on the Maturity Date set forth above the Principal Sum set forth above, and to pay interest thereon semi-annually on August 15 and February 15 of each year, commencing August 15, 2019 (each, an "Interest Payment Date"), at the Interest Rate specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the payment of the Principal Sum has been made or duly provided for. This Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid, or duly provided for on the Bonds or, if no interest has been paid, from the Dated Date set forth above. The principal of this Bond is payable upon presentation and surrender hereof at the offices of the Township or at such other financial institution as may be appointed by the Township to act as paying agent (the "Paying Agent").

Interest on this Bond will be paid by check mailed on each Interest Payment Date to the person in whose name this Bond is registered on the registration books of the Township maintained by the Paying Agent, as bond registrar, at the address appearing thereon at the close of business on the 1st day of the calendar month in which such Interest Payment Date occurs, provided that, with respect to overdue interest or interest payable on redemption of this bond other than on an Interest Payment Date, the Paying Agent may establish a special record date. The special record date may be not more than twenty (20) days before the date set for payment. The notice setting forth the Special Record Date shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day next preceding the date of mailing of such notice. The principal of and interest on this Bond are payable in lawful money of the United States of America.

So long as the Bonds (as hereinafter defined) are registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), the payments of principal and interest

on the Bonds (as hereinafter defined) shall be made in accordance with the City's Letter of Representations to DTC and DTC's operational arrangements.

This Bond is one of a duly authorized issue of General Improvement Bonds, Series 2019, of the Township in the aggregate principal amount of \$_____ (the "Bonds"), all of like date and tenor, except as to date of maturity, denomination, interest rate and CUSIP number, and all authorized and issued under and pursuant to the Local Bond Law of the State of New Jersey constituting Chapter 169 of the Laws of 1960, effective January 1, 1962, as amended, a Resolution duly adopted by the Township Council on March 28, 2019 (the "Resolution"), and various Bond Ordinances enacted by the Township. The Bonds are issued for the purpose of providing funds for and towards the costs of various capital improvements.

The Bonds maturing on or before February 15, 2026, are not subject to redemption prior to maturity. The Bonds maturing on or after February 15, 2027, are subject to redemption prior to maturity at the option of the Township, as a whole or in part on any date on or after February 15, 2026, and if in part such maturity or maturities, or portions thereof, as decided by the Township shall be redeemed, at the redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by The Depository Trust Company or any successor securities depository or, if there is no securities depository, by the Paying Agent.

When any Bonds are to be redeemed, the Chief Financial Officer (or, if appointed pursuant to Section 12 of the Resolution, the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice via first class mail in a sealed envelope with postage prepaid to the registered owners of any Bonds or portions thereof which are to be redeemed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, at their respective addresses as they last appear on the registration books of the Township. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the Township shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

This Bond is registered as to principal and interest and is transferable by the registered owner or his duly authorized attorney upon surrender hereof at the principal office of the Township or, if applicable, the principal corporate trust office of any other Paying Agent, accompanied by a duly executed instrument of transfer in form satisfactory to the Township or such other Paying Agent. The Township and any other Paying Agent may treat the person in whose name this Bond is registered on the bond register maintained by the Township or such other Paying Agent as the absolute owner of this Bond for all purposes and neither the Township nor any such other Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Bond or for any claim based hereon, against any member, officer or employee, past, present or future, of the Township or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

It is hereby certified that all acts, conditions and things required by the laws of the State of New Jersey to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the Township is within every debt and other limit prescribed by the constitution and the statutes of the State of New Jersey.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, a Sunday, or a day on which banking institutions in the State of New Jersey are authorized by law to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

For the prompt and full payment of the obligations of this Bond, the entire full faith and credit of the Township are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent, by execution of the Certificate endorsed hereon; provided however that for so long as the Township is acting as Paying Agent there shall be no need for such authentication.

IN WITNESS WHEREOF, the Township of Maple Shade, in the County of Burlington and State of New Jersey, has caused this Bond to be signed in its name by the manual or facsimile signatures of its Mayor and Chief Financial Officer and its corporate seal, or a facsimile thereof, to be hereunto affixed, duly attested by the manual signature of its Township Clerk.

(Seal)

**TOWNSHIP OF MAPLE SHADE,
IN THE COUNTY OF BURLINGTON
AND STATE OF NEW JERSEY**

Attest:

By: _____
Mayor

Township Clerk

By: _____
Chief Financial Officer

[Following to be utilized if paying agent is appointed:]

CERTIFICATE OF AUTHENTICATION

This bond is one of the General Improvement Bonds, Series 2019, of the Township of Maple Shade, New Jersey described in the within named resolution.

By: _____
Authorized Signature]

APPENDIX D-2

UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF BURLINGTON
TOWNSHIP OF MAPLE SHADE

WATER AND SEWER UTILITY BOND, SERIES 2019

No. _____ \$ _____

INTEREST RATE	DATED DATE	MATURITY DATE	CUSIP
%	_____, 2019	February 15, ____	____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____ Dollars

The TOWNSHIP OF MAPLE SHADE, in the County of Burlington, a public body corporate and politic organized and existing under the laws of the State of New Jersey (the "Township"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner hereof on the Maturity Date set forth above the Principal Sum set forth above, and to pay interest thereon semi-annually on August 15 and February 15 of each year, commencing August 15, 2019 (each, an "Interest Payment Date"), at the Interest Rate specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the payment of the Principal Sum has been made or duly provided for. This Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid, or duly provided for on the Bonds or, if no interest has been paid, from the Dated Date set forth above. The principal of this Bond is payable upon presentation and surrender hereof at the offices of the Township or at such other financial institution as may be appointed by the Township to act as paying agent (the "Paying Agent").

Interest on this Bond will be paid by check mailed on each Interest Payment Date to the person in whose name this Bond is registered on the registration books of the Township maintained by the Paying Agent, as bond registrar, at the address appearing thereon at the close of business on the 1st day of the calendar month in which such Interest Payment Date occurs, provided that, with respect to overdue interest or interest payable on redemption of this bond other than on an Interest Payment Date, the Paying Agent may establish a special record date. The special record date may be not more than twenty (20) days before the date set for payment. The notice setting forth the Special Record Date shall be mailed to the person in whose name this Bond is registered at the close of business on the fifth (5th) day next preceding the date of mailing of such notice. The principal of and interest on this Bond are payable in lawful money of the United States of America.

So long as the Bonds (as hereinafter defined) are registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), the payments of principal and interest on the

Bonds (as hereinafter defined) shall be made in accordance with the City's Letter of Representations to DTC and DTC's operational arrangements.

This Bond is one of a duly authorized issue of Water and Sewer Utility Bonds, Series 2019, of the Township in the aggregate principal amount of \$_____ (the "Bonds"), all of like date and tenor, except as to date of maturity, denomination, interest rate and CUSIP number, and all authorized and issued under and pursuant to the Local Bond Law of the State of New Jersey constituting Chapter 169 of the Laws of 1960, effective January 1, 1962, as amended, a Resolution duly adopted by the Township Council on March 28, 2019 (the "Resolution"), and various Bond Ordinances enacted by the Township. The Bonds are issued for the purpose of providing funds for and towards the costs of various water and sewer improvements.

The Bonds maturing on or before February 15, 2026, are not subject to redemption prior to maturity. The Bonds maturing on or after February 15, 2027, are subject to redemption prior to maturity at the option of the Township, as a whole or in part on any date on or after February 15, 2026, and if in part such maturity or maturities, or portions thereof, as decided by the Township shall be redeemed, at the redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest thereon to the date fixed for redemption.

Any Bond subject to redemption as aforesaid may be called in part, provided that the portion not called for redemption shall be in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof. If less than all of the Bonds of a particular maturity are to be redeemed, Bonds of that maturity shall be selected by The Depository Trust Company or any successor securities depository or, if there is no securities depository, by the Paying Agent.

When any Bonds are to be redeemed, the Chief Financial Officer (or, if appointed pursuant to Section 12 of the Resolution, the Paying Agent) shall give notice of the redemption of the Bonds by mailing such notice via first class mail in a sealed envelope with postage prepaid to the registered owners of any Bonds or portions thereof which are to be redeemed not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, at their respective addresses as they last appear on the registration books of the Township. Such mailing shall not be a condition precedent to such redemption, and failure to so mail or to receive any such notice to any of such registered owners shall not affect the validity of the proceedings for the redemption of the Bonds. Notice of redemption having been given as aforesaid, the Bonds, or portions thereof so to be redeemed, shall, on the date fixed for redemption, become due and payable at the redemption price specified therein plus accrued interest to the redemption date and, upon presentation and surrender thereof at the place specified in such notice, such Bonds, or portions thereof, shall be paid at the redemption price, plus accrued interest to the redemption date. On and after the redemption date (unless the Township shall default in the payment of the redemption price and accrued interest), such Bonds shall no longer be considered outstanding.

During any period in which The Depository Trust Company (or any successor thereto) shall act as securities depository for the Bonds, the notices referred to above shall be given only to such depository and not to the beneficial owners of the Bonds. Any failure of such depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any notice of redemption shall not affect the validity of the redemption proceedings.

This Bond is registered as to principal and interest and is transferable by the registered owner or his duly authorized attorney upon surrender hereof at the principal office of the Township or, if applicable, the principal corporate trust office of any other Paying Agent, accompanied by a duly executed instrument of transfer in form satisfactory to the Township or such other Paying Agent. The Township and any other Paying Agent may treat the person in whose name this Bond is registered on the bond register maintained by the Township or such other Paying Agent as the absolute owner of this Bond for all purposes and neither the Township nor any such other Paying Agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Bond or for any claim based hereon, against any member, officer or employee, past, present or future, of the Township or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

It is hereby certified that all acts, conditions and things required by the laws of the State of New Jersey to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; and that this Bond, together with all other indebtedness of the Township is within every debt and other limit prescribed by the constitution and the statutes of the State of New Jersey.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, a Sunday, or a day on which banking institutions in the State of New Jersey are authorized by law to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the next succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

For the prompt and full payment of the obligations of this Bond, the entire full faith and credit of the Township are hereby irrevocably pledged.

This Bond shall not be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent, by execution of the Certificate endorsed hereon; provided however that for so long as the Township is acting as Paying Agent there shall be no need for such authentication.

IN WITNESS WHEREOF, the Township of Maple Shade, in the County of Burlington and State of New Jersey, has caused this Bond to be signed in its name by the manual or facsimile signatures of its Mayor and Chief Financial Officer and its corporate seal, or a facsimile thereof, to be hereunto affixed, duly attested by the manual signature of its Township Clerk.

(Seal)

**TOWNSHIP OF MAPLE SHADE,
IN THE COUNTY OF BURLINGTON
AND STATE OF NEW JERSEY**

Attest:

By: _____
Mayor

Township Clerk

By: _____
Chief Financial Officer

[Following to be utilized if paying agent is appointed:]

CERTIFICATE OF AUTHENTICATION

This bond is one of the Water and Sewer Utility Bonds, Series 2019, of the Township of Maple Shade, New Jersey described in the within named resolution.

By: _____
Authorized Signature

APPENDIX E

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Township of Maple Shade, in the County of Burlington, New Jersey (the "Issuer"), in connection with the issuance by the Issuer of \$ _____ aggregate principal amount of General Obligation Bonds, Series 2019, consisting of \$ _____ principal amount of General Improvement Bonds and \$ _____ principal amount of Water and Sewer Utility Bonds (the "Bonds"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Bondholders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Bondholder" shall mean any person who is the registered owner of any Bond, including holders of beneficial interests in the Bonds.

"Dissemination Agent" shall mean the Issuer, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the MSRB's Electronic Municipal Markets Access System.

"Financial Obligation" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b); provided, however that the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“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.

“State” shall mean the State of New Jersey.

Section 3. Provision of Annual Reports.

(a) Not later than nine (9) months after the end of the Issuer’s fiscal year, beginning with the fiscal year ending December 31, 2019, the Issuer shall, or shall cause the Dissemination Agent to, provide to the MSRB, in an electronic format as prescribed by the MSRB and accompanied by such identifying information as is prescribed by the MSRB, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information which has been made available to the public on the MSRB’s website or filed with the Securities and Exchange Commission; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall send a timely notice to the MSRB in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall, if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided.

Section 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting standards (GAAS) as from time to time in effect, and as prescribed by the Division of Local Government Services in the Department of Community Affairs of the State pursuant to Chapter 5 of Title 40A of the New Jersey Statutes. If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be provided pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements and the audited financial statements shall be provided in the same manner as the Annual Report when they become available.

(b) The financial information and operating data consisting of information concerning the Issuer’s debt, overlapping indebtedness, tax rate, levy and collection data, property valuation and fund balance of the type contained in the Official Statement dated _____, 2019, pertaining to the sale of the Bonds.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer will provide, in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events, to the MSRB through EMMA, notice of any of the following events with respect to the Bonds (each, a “Listed Event”):

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 Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of holders of the Bonds, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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.
14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material.

15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect holders of the Bonds, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

(b) Upon the occurrence of a Listed Event, the Issuer shall promptly file, in a timely manner not in excess of ten (10) business days after the occurrence of the Listed Event, in an electronic format as prescribed by the MSRB and accompanied by such identifying information as is prescribed by the MSRB, a notice of such occurrence with the MSRB through EMMA. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Bondholders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a

narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer 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 Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Bondholder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default on the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the Issuer under this Section 11 shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and the Bondholders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2019

TOWNSHIP OF MAPLE SHADE, IN THE
COUNTY OF BURLINGTON, NEW JERSEY

By: _____
Chief Financial Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Township of Maple Shade, in the County of Burlington, New Jersey

Name of Bond Issue: \$ _____ aggregate principal amount of General Obligation Bonds,
Series 2019, consisting of: \$ _____ General Improvement Bonds
and \$ _____ Water and Sewer Utility Bonds

Dated Date: _____, 2019

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2019. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

TOWNSHIP OF MAPLE SHADE, IN THE
COUNTY OF BURLINGTON, NEW
JERSEY

By: _____
Name: _____
Title: _____

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2019-R-56

APPOINT INTERIM TOWNSHIP MANAGER AND AWARD CONTRACT TO FIRST JERSEY MUNICIPAL ASSISTANCE, LLC

WHEREAS there is an anticipated vacancy in the position of Township Manager as of April 7, 2019; and

WHEREAS, George Haeuber of First Jersey Municipal Assistance, LLC (“FJMM”) is an experienced Township Manager; and

WHEREAS, First Jersey Municipal Assistance, L.L.C. (FJMA) is a Burlington County based local government-consulting firm whose members are experienced municipal managers and administrators; and

WHEREAS, FJMA submitted a proposal, a copy of which is attached hereto, to provide part-time interim management services until such time as the search for a new Township Manager is completed; and

WHEREAS, the Township Council find’s FJMA’s proposal to best serve the interest of the Township; and

WHEREAS, the anticipated cost of these services is less than \$17,500.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade as follows:

1) George Haeuber of First Jersey Municipal Assistance, LLC is hereby appointed as the interim Township Manager for Maple Shade Township at the hourly rate of \$75.00, such appointment to be effective April 7, 2019.

2) First Jersey Municipal Assistance, L.L.C. (FJMA) is hereby awarded a contract in amount not to exceed \$17,500.00.

3) The Mayor and Township Clerk are hereby authorized to execute all documents, as prepared or reviewed by the Township Attorney, necessary to effectuate the terms of this resolution.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 28, 2019.

Andrea T. McVeigh, Township Clerk

DATE: March 28, 2019

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Manchello						x
Nunes		x	x			
Volpe	x		x			
Wiest						x
Kauffman			x			

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2019-R-57

AUTHORIZE MEMORANDUM OF UNDERSTANDING WITH AMERICAN RED CROSS FOR EMERGENCY MANANAGMENT SERVICES

WHEREAS, the American Red Cross ("Red Cross") and Maple Shade Township as well as other federal, state and local departments, agencies, and offices coordinate efforts to prepare for, respond to and recover from emergencies and disasters; and

WHEREAS, the Red Cross has submitted a revised Memorandum of Understanding to the Township for the continuation of coordinated efforts for the period from March 21, 2019 through March 20, 2024; and

WHEREAS, the Township Council endorses the continued emergency management efforts and wishes to authorize the new agreement with Red Cross.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade, County of Burlington and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute the memorandum of understanding the American Red Cross in such form as approved by the Township Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 28, 2019.

Andrea T. McVeigh, Township Clerk

DATE: March 28, 2019

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Manchello						x
Nunes		x	x			
Volpe	x		x			
Wiest						x
Kauffman			x			

CERTIFICATION

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2019-R-58

AWARD OF CONTRACT TO McCORMICK & TAYLOR, INC. FOR PRELIMINARY ENGINEERING OF PEDESTRIAN SAFETY IMPROVEMENTS- 2018 MAPLE SHADE SAFE ROUTES TO SCHOOL

WHEREAS, the Township Council determined to provide for the 2018 Maple Shade Safe Routes to School Program for the Township of Maple Shade, same being more particularly described in specifications which are on file in the office of the Township Clerk and available for public inspection during regular business hours, and it appearing that the cost of the aforementioned items will be paid with Municipal Funds and will exceed \$17,500.00 in the fiscal year; and

WHEREAS, the NJDOT grant funding these improvements requires the Township to utilize the services of one of the engineering firms approved for reimbursement; and

WHEREAS, McCormick & Taylor, Inc. is an approved engineering firm and has submitted a proposal to NJDOT and the Township entitled "Technical and Price Proposal for Preliminary and Final Design and Construction Engineering Services" dated August 27, 2018 (the "Proposal"); and

WHEREAS, NJDOT has approved the proposal of McCormick & Taylor; and

WHEREAS, the Township has determined to award a contract only for Phase I Preliminary Engineering at this time; and

WHEREAS, the Township's Chief Financial Officer, as required by N.J.A.C. 5:30-1, has certified that there are sufficient funds available for the purpose of awarding a contract to said entity, said certification being attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Maple Shade, in the County of Burlington and State of New Jersey, as follows:

1. The Township Council based upon the aforementioned certificate, hereby declares that there are sufficient funds available for the aforesaid purpose, and the Township Council hereby directs that the hereinafter expenditure be charged against:
2. The Township Council hereby awards a contract to McCormick & Taylor, Inc. Two Commerce Square, 10th Floor 2001 Market Street, Philadelphia, PA 19103 for the Preliminary Engineering portion of its proposal in the amount of \$84,047.00. in accordance with its Proposal, a copy of which are on file in the Office of the Township Clerk and available for public inspection during regular business hours.
3. The Township Mayor and Clerk are hereby directed to execute any contract documents which are necessary to effectuate the terms of this Resolution and which shall be prepared by or reviewed by the Office of the Township Attorney.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 28, 2019.

Andrea T. McVeigh, Township Clerk

DATE: March 28, 2019

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Manchello						x
Nunes		x	x			
Volpe	x		x			
Wiest						x
Kauffman			x			

TOWNSHIP OF MAPLE SHADE

RESOLUTION 2019-R-59

AUTHORIZE EXECUTION OF COLLECTIVE BARGAINING UNIT CONTRACTS FOR POLICEMEN’S BENEVOLENT ASSOCIATION LOCAL 267 (CAPTAINS & LIEUTENANTS)

WHEREAS, as a result of negotiations between PBA Local No. 267 (Captains & Lieutenants) and the Township of Maple Shade, contract terms were agreed upon between the said parties; and

WHEREAS, a contract has been prepared for the period of January 1, 2020 through December 31, 2022 which contract accurately reflects the agreement between the parties; and

WHEREAS, this contract has been reviewed and approved by the appropriate representatives of the parties; and

WHEREAS, the Township Council deems it to be in the best interest of the Township of Maple Shade to approve said Collective Bargaining Unit Agreement between the Township and PBA Local No. 267 (Captains & Lieutenants).

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Maple Shade that the Mayor and Township Clerk are hereby authorized to execute the Collective Bargaining Agreements described above for the period of January 1, 2020 through December 31, 2022. A copy of the executed Agreement shall be on file in the office of the Township Clerk.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a Resolution adopted by the Maple Shade Township Council at a meeting held on March 28, 2019.

Andrea T. McVeigh, Township Clerk

DATE: March 28, 2019

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Manchello						x
Ms. Nunes		x	x			
Volpe	x		x			
Wiest						x
Kauffman			x			

