

EXHIBIT A

NOTICE OF SALE

**CITY OF NEWARK,
IN THE COUNTY OF ESSEX, NEW JERSEY
NOTICE OF SALE
FOR THE
\$30,582,031 SCHOOL PROMISSORY NOTES, SERIES 2019
(BOOK-ENTRY ONLY)
(NON- CALLABLE)**

The City of Newark, in the County of Essex, New Jersey (the “City”), is soliciting proposals for the purchase of the City’s School Promissory Notes, Series 2019 in the aggregate principal amount of \$30,582,031 (the “Notes”). Bids must be submitted to the undersigned Director of Finance/Chief Financial Officer of the City on **July 16, 2019** (the “Bid Date”), by 11:00 a.m., electronically via the Parity Electronic Bid Submission System (“Parity”) of i-Deal LLC (i-Deal”) in the manner described below. At that time, proposals will be publicly opened and announced. A determination as to the award will be made no later than 1:00 p.m. on such bid date.

Bids submitted electronically are the sole responsibility of the bidder and must be received by the City by 11:00 a.m. The City accepts no responsibility for the failure of any electronically submitted bids to be received on time for whatever reason.

The Notes will be issued in the aggregate principal amount of \$30,582,031. The Notes will be general obligations of the City payable ultimately from ad valorem taxes levied upon all taxable property within the City without limitation as to rate or amount to the extent that payment is not otherwise provided. The Notes will be dated July 30, 2019 and will mature July 29, 2020. The Notes will bear interest (payable at maturity and calculated on the basis of a 30-day month, 360-day year) at the rate specified by the successful bidder. The Notes are NOT subject to redemption prior to maturity. The Notes will be accompanied by an approving legal opinion of DeCotiis, FitzPatrick, Cole & Giblin, LLP, Teaneck, New Jersey, Bond Counsel for the City.

The successful bidder must be a participant of The Depository Trust Company, New York, New York (“DTC”) or affiliated with its participants. The Notes will be issued in the form of one certificate for the Notes in the aggregate principal amount of the Notes and will be payable as to both principal and interest in lawful money of the United States of America. The certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as Securities Depository. The certificate 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 Notes on behalf of the individual purchasers. Individual purchases may be made in the principal amount of \$5,000 or any integral multiple of \$1,000 in excess thereof, with one odd denomination in the amount of \$1,031, through book entries made on the books and records of DTC and its participants.

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

All bids submitted electronically via the PARITY Electronic Bid Submission System (“PARITY”) of i-Deal LLC (“i-Deal”) pursuant to the procedures described in the paragraphs below in Procedures for Electronic Bidding shall be deemed to constitute a “Proposal for Notes” and shall be deemed to incorporate by reference all of the terms and conditions of this Notice of Sale.

Each bid must be for the entire amount of the Notes and must be for an amount not less than \$30,582,031. No proposal shall be considered that offers to pay an amount less than the principal amount of Notes offered for sale or under which the total loan is made at a higher net interest cost than the lowest net interest cost to the City under any legally acceptable proposal. The bid must specify the rate of interest offered for such Notes. The Notes will be awarded on the basis of the lowest net interest cost to the City, and if two (2) or more such bidders offer to pay the same lowest net interest cost, then the Notes 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 the terms of this notice.

PROCEDURES REGARDING ELECTRONIC BIDDING. All bids shall be submitted electronically via PARITY in accordance with this notice, **until 11:00 a.m.**, New Jersey time, on the Bid Date, **which is July 16, 2019**, but no bid will be accepted after the time for receiving bids specified above. 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 10018, telephone (212) 849-5021. The City 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 Notes is submitted via PARITY, the bidder further agrees that:

1. The City may regard the electronic transmission of the bid through PARITY (including information about the principal amount of the Notes, the price bid for the Notes and any other information included in such transmission) as though the same information were submitted on the “Proposal for Notes” provided by the City and executed by a duly authorized signatory of the bidder. When a bid submitted electronically through PARITY is accepted by the City, the terms of the “Proposal for Notes” 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. The submission of a bid electronically through PARITY shall constitute and be deemed the bidder’s signature on the Proposal for Notes.

2. PARITY is not an agent of the City, and the City 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 City or information provided by the bidder.

3. The City 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 City as described above, each bid will constitute a Proposal for Notes and shall be deemed to be an irrevocable offer to purchase the Notes on the terms provided in this Notice of Sale. For purposes of submitting all Proposals for Notes electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

Award of the Notes to the successful bidder or rejection of all bids is expected to be made promptly after the opening of the bids, but not later than 2:00 p.m. on the day of such bid opening. The successful bidder may withdraw its proposal after 3:30 p.m. on the day of such bid opening but only if the award has not been made prior to the withdrawal. The right is reserved to reject all bids and any bid not complying with the terms of this Notice of Sale may be rejected.

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 City nor i-Deal shall have any duty or obligation to provide or assure access to any bidder, and neither the City 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 City is using PARITY as a communication mechanism, and not as the City's agent, to conduct the electronic bidding for the Notes. By using PARITY, each bidder agrees to hold the City harmless from any harm or damages caused to such bidder in connection with its use of PARITY for bidding on Notes. The Notes will be delivered on or about July 30, 2019 (the "Closing"), or such other date agreed to by the City and the successful bidder. PAYMENT FOR THE NOTES AT THE TIME OF THE CLOSING SHALL BE IN IMMEDIATELY AVAILABLE FEDERAL FUNDS.

The successful bidder may at its option refuse to accept the Notes 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 bidder will be relieved of the bidder's contractual obligations arising from the acceptance of the bidder's proposal.

The obligation hereunder to deliver and accept the Notes shall be conditioned on the availability and the delivery at the time of delivery of the Notes of: (a) the approving opinion of the law firm of DeCotiis, FitzPatrick, Cole & Gibling, 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 Notes 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 Notes; and (d) the City'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 via PARITY or from NW Financial, the City's financial advisor to the attention of teismeier@nwfinancial.com or from the undersigned at the address set forth below. 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 Notes and (b) amendment. The Preliminary Official Statement as so revised will constitute the "final official statement."

By the submission of a bid for the Notes, the successful bidder contracts for the receipt of a reasonable number of copies of the final Official Statement within seven (7) business days of the award of the Notes. In order to complete the final Official Statement, the successful bidder must furnish on behalf of the underwriter(s) of the Notes the following information to Bond Counsel and the City by facsimile transmission or overnight delivery received by Bond Counsel and the City within 24 hours after the award of the Notes: (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 underwriter(s) 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 City (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 Notes not less than seventy-two (72) hours prior to the delivery of the Notes.

At the request of the successful bidder, the same single CUSIP identification number will be printed on the Notes, but neither the failure to print such number on any Note nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Notes. The CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

In order to assist bidders in complying with SEC Rule 15c2-12(b)(5), the City 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 City in establishing the issue price of the Notes and shall execute and deliver to the City at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price of the Notes, together with the supporting pricing wires or equivalent communications, which certificate as executed and delivered by the winning bidder shall be satisfactory to the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Notes may be taken on behalf of the City by the City's Bond Counsel identified

herein and any notice or report to be provided to the City may be provided to the City's Bond Counsel.

(b) The City 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 Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) the City 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 City 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 City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes 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 Notes, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. The City shall treat the first price at which 10% of the Notes (the "10% test") is sold to the public as the issue price. The winning bidder shall advise the City if the Notes satisfy the 10% test as of the date and time of the award of the Notes. The City 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 the Notes as the issue price 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 the Notes will be subject to the 10% test in order to establish the issue price of the Notes.

(d) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied for the Notes, the winning bidder agrees to promptly report to the City the prices at which the unsold Notes have been sold to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) all Notes have been sold or (ii) the 10% test has been satisfied as to the Notes, provided that the winning bidder's reporting obligation after the Closing may be at reasonable periodic intervals or otherwise upon request of the City 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 Notes 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 Notes allocated to it, whether or not the Closing date has occurred, until either all Notes allocated to it have been sold or it is notified by the winning bidder that the 10% test has been satisfied as to the Notes, 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 Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes 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 Notes 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 Notes 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 Notes allocated to it, whether or not the Closing has occurred, until either all Notes 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 Notes, 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 Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes 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 City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes 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 Notes 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 Notes to the public),

(iii) a purchaser of any of the Notes 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 Notes are awarded by the City to the winning bidder.

The City 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 Notes 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 via PARITY at www.i-dealprospectus.com, from the City’s financial advisor, NW Financial, teismeier@nwfinancial.com, or from the Finance Director/Chief Financial Officer at (973) 733-6415.

Dated: July 8, 2019

Very truly yours,

/s/ Danielle A. Smith
Danielle A. Smith
Finance Director/Chief Financial Officer
City of Newark

PROPOSAL FOR NOTES

July 16, 2019

Danielle A. Smith, Chief Financial Officer
City of Newark
920 Broad Street
Newark, New Jersey 07102

Dear Ms. Smith:

Subject to the provisions of the “Notice of Sale for the \$30,582,031 School Promissory Notes, Series 2019”, which is attached hereto and considered a part hereof, we offer to purchase the School Promissory Notes on the following terms:

Purchase Price: \$ _____ (not less than \$30,582,031)

Interest Rate: _____ %

By: _____

Name: _____

Title: _____

Representing: _____

Phone No: _____

Email Address: _____

PLEASE COMPLETE THE FOLLOWING:

Interest Payable on Notes \$ _____

Less: Premium, if any \$ _____

Net Interest Payable \$ _____

Net Interest Cost (NIC) _____ %

THIS PORTION OF THE PROPOSAL IS NOT PART OF THE BID
