

**RESOLUTION
BOROUGH OF CLAYTON
APPOINTING PARKER MCCAY
AS BOND COUNSEL FOR THE BOROUGH OF CLAYTON
FOR THE YEAR 2021, PURSUANT TO THE LOCAL PUBLIC CONTRACTS
LAW
(N.J.S.A. 40A:11-1, ET SEQ.)**

R-24-21

WHEREAS, there exists a need for a Bond Counsel in the Borough of Clayton for the purpose of providing the Borough with Bond Counsel services and advice; and

WHEREAS, funds are or will be available for this purpose; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for “professional services” without competitive bidding;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton as follows:

1. That Parker McCay, be hereby appointed as Bond Counsel for the Borough of Clayton, to provide services and advice to the officials of said Borough for the year 2021.
2. The term of this contract shall be from January 1, 2021 to December 31, 2021 in an amount not to exceed \$7,000.00.
3. Donna Nestore, CFO, for the Borough of Clayton certifies the above referenced dollar amount is available through the Finance O&E line item in the 2021 budget. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the Borough of Clayton is not obligated to spend that amount.
4. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of Parker McCay, for Bond Counsel services above specified, for a term of one (1) year, commencing January 1, 2021, and to be paid in accordance

with the 2021 budget.

5. This contract is awarded without competitive bidding as a “professional service” under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because the law permits agreements for professional services without public advertising and bidding therefore.

6. A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

ADOPTED, at the reorganization meeting of the Mayor and Council of the Borough of Clayton on January 7, 2021.

BOROUGH OF CLAYTON



Thomas Bianco, Mayor

ATTEST:



Christine Newcomb
Municipal Clerk

CERTIFICATION

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2021.

Christine Newcomb
Municipal Clerk

AGREEMENT

THIS AGREEMENT, made and entered into on this 7th day of January, 2021 (“Agreement”) between the borough of Clayton, County of Gloucester, New Jersey and Parker McCay P.A., Attorneys-at-Law, with offices in Mount Laurel, Lawrenceville and Atlantic City, New Jersey.

BACKGROUND

WHEREAS, the Borough of Clayton, in the County of Gloucester, New Jersey (“Borough”) is in need of a law firm specializing in public finance to assist the same in matters relating to, inter alia, the issuance of debt; and

WHEREAS, Parker McCay P.A., Mount Laurel, Lawrenceville and Atlantic City, New Jersey (“Bond Counsel”) has heretofore been appointed by the Borough to provide such legal services; and

WHEREAS, the parties desire hereby to set forth the terms and conditions under which Bond Counsel will provide legal service for the Borough.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

Section 1. As requested, Bond Counsel will undertake the following tasks:

- A. Bond Counsel will provide legal services on general public finance matters, i.e. preparation of bond ordinances, etc.
- B. Bond Counsel will provide legal services in connection with the issuance of short-term obligations, as set forth in Section 1.D. below.
- C. Bond Counsel will provide legal services in connection with the issuance of long-term obligations, as set forth in Section 1.D. below.
- D. With respect to the issuance of short-term obligations (“Notes”) and long-term obligations (“Bonds”), Bond Counsel will undertake the following tasks, as applicable and appropriate.
 1. Bond Counsel will meet with Borough officials, including its counsel, auditor and others, as often as necessary for the issuance of the Bonds or Notes and items related thereto.
 2. Bond Counsel will review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds or Notes to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

3. Bond Counsel will attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds or Notes.
4. Bond Counsel will prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds or Notes.
5. After the sale of the Bonds or Notes, Bond Counsel will prepare and arrange for the preparation of the Bonds or Notes for execution, will prepare and oversee the execution of the necessary closing certificates and will establish a time and place for delivery of the Bonds or Notes to the purchaser. Bond Counsel will attend the closing with appropriate Borough officials, at which time the Bonds or notes will be delivered, payment will be made for the Bonds or Notes and Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:
 - a. the Bonds or Notes are legal, valid and binding obligations of the Borough enforceable in accordance with the terms thereof; and
 - b. subject to certain limitations which may be expressed in the opinion, the interest on the Bonds or Notes will be:
 - (i) excluded from gross income for federal income tax purposes; and
 - (ii) exempt from New Jersey income tax.

In rendering the opinion, Bond Counsel will rely upon the certified proceedings and other certifications of Borough officials and other persons furnished to us without undertaking to verify the same by independent investigation.

6. Bond Counsel does not advocate the interests of the Borough or any other party in the transaction. Bond Counsel assumes that the Borough will be represented by its counsel and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest.

Section 2. The Borough will make payment to Bond Counsel for services rendered in accordance with the following schedule:

- A. For services rendered pursuant to Section 1.A above, the Borough will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$100 to \$310 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in the hourly rates. Invoices for services rendered pursuant to Section 1.A. will be forwarded to the Borough monthly.

- B. Services rendered with respect to the issuance of Notes will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$100 to \$310 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in hourly rates. Invoices for services rendered for each transaction described in this section will be submitted after the closing of each transaction.
- C. Services rendered with respect to the issuance of Bonds will be billed at the fees set forth in Exhibit "A" attached hereto.
- D. The Borough will reimburse Bond Counsel for all out of pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing and other necessary office disbursements.
- E. This Agreement will terminate 1 year from the date first written above unless earlier terminated by mutual agreement of the parties hereto.

Section 3. Bond Counsel and the Borough hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of this Agreement (See Exhibit "B").

Section 4. A copy of Bond Counsel's New Jersey Business Registration Certificate is attached hereto as Exhibit "C" and made a part hereof.

IN WITNESS WHEREOF, the Borough and Bond Counsel have caused this Agreement to be duly executed by an authorized representative as of the day and year first above written.

BOROUGH OF CLAYTON, NEW JERSEY



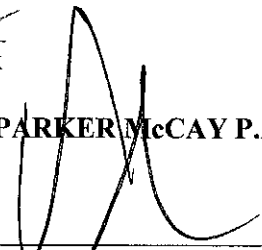
THOMAS BIANCO, Mayor

ATTEST:



CHRISTINE NEWCOMB, Clerk

PARKER McCAY P.A.



AUTHORIZED REPRESENTATIVE

Exhibit "A"

PARKER McCAY P.A.

Bond Counsel Fee Schedule for Borough of Clayton

Bonds

\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

Refunding Bonds

To be established by separate agreement between the Borough and Bond Counsel.

General Public Finance and Tax Advice/Official Statement Preparation/Review

\$100 (paralegals); \$205-\$260 (associates); \$265-\$300 (senior associates/counsel/of counsel) and \$290-\$310 (shareholders)

Below is a listing of the attorneys who are members of the public finance department.

<u>Attorney</u>	<u>Position</u>
Philip A. Norcross	Shareholder
Susan E. Bacso	Shareholder
Jeffrey D. Winitsky	Shareholder
Stephen J. Mushinski	Of Counsel
Craig A. Gargano	Counsel
Alexis B. Batten	Counsel
Irving G. Finkel	Senior Tax Associate

Exhibit "B"

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

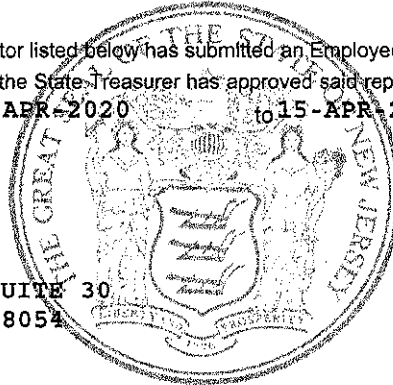
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Certification 4740

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2020** to **15-APR-2023**

PARKER MC CAY, PA
9000 MIDLANTIC DRIVE, SUITE 30
MT. LAUREL NJ 08054



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

Exhibit "C"



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: PARKER MCCAY P.A.
Trade Name:
Address: 9000 MIDLANTIC DR STE 300
MOUNT LAUREL, NJ 08054-1539
Certificate Number: 1082583
Effective Date: August 24, 2004
Date of Issuance: January 09, 2020

For Office Use Only:

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