

THIS AGREEMENT, made this 27th day of January, 2022 BY AND BETWEEN
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY,
a public corporation in the County of Morris and State of New Jersey, hereinafter
referred to the "Authority",

AND

HAWKINS, DELAFIELD & WOOD, LLP with offices at One Gateway Center,
Newark, New Jersey 07102, hereinafter referred to as "CONTRACTOR"

WITNESSETH:

For and in consideration of these presents, and their mutual promises and other good
and valuable consideration in hand paid by one party to the other, the receipt of which is hereby
acknowledged, the parties hereto agree as follows:

1. Contractor agrees to provide Bond Counsel Services, to the Rockaway Valley Regional
Sewerage Authority (Authority), as more specifically set forth in the Proposal for Appointment
("Proposal"), dated December 10, 2021 incorporated herein by reference and made a part hereof for
the period of January 1, 2022 to December 31, 2022.
2. Upon performance by Contractor, the Authority agrees to pay to Contractor in accordance
with the terms and conditions set forth in said Proposal attached hereto and made a part hereof.
3. Termination - Either the AUTHORITY or the CONTRACTOR may terminate this
Agreement without advance notice and effective immediately for cause which, on the part of the
CONTRACTOR shall be for breach of the terms and conditions of this Agreement, and, on the
part of the AUTHORITY, shall be for failure to make the payments under the terms of this
Agreement; or, otherwise, with or without cause, upon ten (10) days advance written notice to
the other party. Upon delivery of such notice by AUTHORITY, CONTRACTOR shall
immediately cease work and deliver to AUTHORITY all work in progress and return all
AUTHORITY Information and any AUTHORITY-owned materials and/or equipment. If the

AUTHORITY exercises its right to terminate this Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, provided that the AUTHORITY shall only be obligated to pay CONTRACTOR monies owed CONTRACTOR up to the time of termination for services actually performed.

4. 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.

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 an 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

IN WITNESS WHEREOF, said Authority has caused these presents to be signed by its Executive Director, and attested by its Secretary, and has caused its official seal to be affixed hereto and said Contractor has caused the corporate seal to be affixed and attested thereto, and these presents to be signed by its Partner, the day and date first above written.


ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY


BY: 
JoAnn Mondsini, Executive Director

ATTEST: 

(SEAL)

HAWKINS DELAFIELD & WOOD LLP

BY: 
Robert H. Beinfield, Partner

ATTEST: 
(SEAL) Harney at Law
State of New Jersey

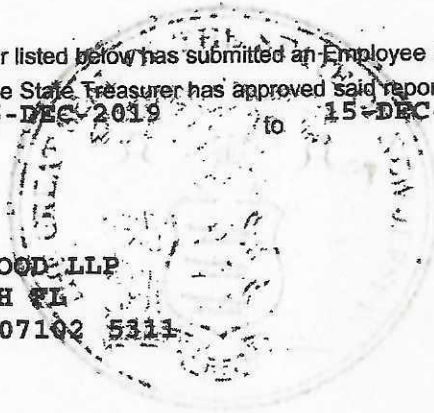
Hawkins, Delafield & Wood, LLP

Certification 4140

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-DEC-2019** to **15-DEC-2022**

HAWKINS, DELAFIELD & WOOD, LLP
ONE GATEWAY CENTER 24TH FL
NEWARK NJ 07102 5111



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

Resolution 22-005

APPOINTMENT OF PROFESSIONAL CONSULTANTS

Resolution Authorizing the Award of Non-Fair and Open Contracts
For Rockaway Valley Regional Sewerage Authority Year 2022

WHEREAS, the Rockaway Valley Regional Sewerage Authority (RVRSA) has a need to acquire:

- Legal services for General Counsel
- Legal services for alternate General Counsel
- Legal services for Personnel Counsel
- Legal services for Bond Counsel
- Financial Auditing Services
- General Consulting Engineering Services
- Insurance producer / Risk management consulting services (*)
- CDL Alcohol & Drug Testing Services (**)
- Medical Services (**)

(*) Note: The annotated professional services are not anticipated to be in excess of \$17,500.00 for year 2022 and the Risk management consultant is paid through the JIF.

(**) Note: The annotated professional service is not anticipated to be in excess of \$17,500 for year 2022.

WHEREAS, B. K. Sandy Thai, Chief Financial Officer of the RVRSA has determined and certified in writing that the value of the acquisitions as above enumerated will respectively exceed the amount of \$17,500.00, unless otherwise annotated; and

WHEREAS, the anticipated term of these respective contracts is for a one-year term; and

WHEREAS, the business entities of interest have submitted proposals indicating that they will provide the professional services as below enumerated:

- General legal counsel – Joseph J. Maraziti, Jr., Esq. of the firm of Maraziti, Falcon, LLP, professional rates as per proposal on the file dated December 17, 2021. Contract Value not to exceed \$ 648,000.
- Alternate legal counsel – John Napolitano, Esq. of the firm Cleary, Giacobbe, Alfieri, Jacobs, professional rates as per proposal on file dated December 28, 2021. Contract Value not to exceed \$3,000.
- Legal personnel counsel – Stephen E. Trimboli, Esq. of the firm of Trimboli & Prusinowski, LLC, professional rates as per proposal on file dated December 9, 2021. Contract Value not to exceed: \$ 50,000.

- Bond counsel legal services – Robert H. Beinfield, Esq. of the firm of Hawkins, Delafield & Wood, LLP, professional rates as per proposal on file dated December 10, 2021. Contract Value not to exceed **\$ 140,000.**
- Financial auditing services – Paul J. Cuva, CPA, RMA of the firm of Wielkotsz and Company, LLC., professional rates as per proposal on file dated December 20, 2021. Contract Value not to exceed **\$ 46,000.**
- Insurance producer / risk management consulting services – Dominick S. Cinelli of the firm of Brown and Brown, Inc., compensation for services rendered shall be an **amount equal to six (6%) per cent of the RVRSA's annual assessment as promulgated by the Joint Insurance Fund.** Proposal received on December 13, 2021.
- General consulting engineering and permit services – James Cosgrove, Jr., P.E. of the firm of Kleinfelder East Inc., professional rates as per proposal on file dated December 22, 2021. Contract Value not to exceed: **\$ 95,000.**
- General consulting engineering services – Peter E. Kocsik, P.E. of the firm of Mott, MacDonald, professional rates as per proposal on file dated December 29, 2021. Contact Value not to exceed **\$ 118,000.**
- General consulting electrical engineering services – Pavan Pulijaal, P.E. of the firm of ELECSYS Engineering Group, PLLC, professional rates as per proposal on file dated December 30, 2021. Contract Value not to exceed **\$ 25,000.**
- Surveying and general engineering services – Andrew Holt, P.E. of the firm of Suburban Consulting Engineers, Inc., professional rates as per proposal on file dated December 13, 2021. Contract Value not to exceed **\$ 40,000.**
- LSRP services – Matthew Mauro, P.G., LSRP of the firm of Excel Environmental Resources, Inc., professional rates as per proposal on file dated December 10, 2021. Contract Value not to exceed **\$10,000.**
- Asset Management Support – Mark Bean, P.E. of the firm Colliers Engineering & Design, professional rates as per proposal on file dated January 10, 22. Contract Value not to exceed **\$20,000.**
- CDL alcohol & drug testing services – **Valley Health Medical Group**, professional rates as per proposal on file dated December 28, 2021. Contract Value not to exceed **\$1,980.**
- Medical services – Atlantic Health Chilton Medical, professional rates as per proposal on file dated December 9, 2021. Contract Value not to exceed **\$2,400.**

WHEREAS, the interested professional business entities, as above /enumerated, have each completed and submitted a Business Entity Disclosure Certification which certifies that they respectively have not made any reportable contributions to any of the enumerated candidate committees, joint committees; or political party committees representing an elected official in the Rockaway Valley Regional Sewerage Authority's ten (10) member municipalities of:

(1) Town of Boonton, (2) Township of Boonton, (3) Township of Denville, (4) Borough of Rockaway, (5) Township of Rockaway, (6) Town of Dover, (7) Township of Randolph, (8) Borough of Victory Gardens, (9) Borough of Wharton and the (10) City of Jersey City,

In the previous one year, and that their contracts will prohibit the above interested professional business entities from making any reportable contributions through the term of their respective contracts; and.

WHEREAS, pursuant to N. J. A. C. 5:30- 5.4, B. K. Sandy Thai, as the Chief Financial Officer for the RVRSA certifies as to the monies being used to fund these professional services are available for financing in the 2022 Year Budget of the RVRSA.

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority as follows:

1. JoAnn Mondisini, the Executive Director is authorized and directed to execute contracts for professional services for the Rockaway Valley Regional Sewerage Authority's Year 2022 Professional Contract Services to each of the above enumerated business entities.
2. A copy of this resolution, Business Entity Disclosure Certifications from respective firms and contracts shall be kept available for public inspections at the RVRSA offices located at the Administration Building, 99 Greenbank Road, Township of Parsippany Troy-Hills, County of Morris, N. J.
3. Notice of Contract Award shall be published in the Daily Record as required by law within ten (10) days of its passage.

I hereby certify that this Resolution was adopted at a meeting of the Rockaway Valley Regional Sewerage Authority held on: January 13, 2022.

On motion of: Commissioner Guadagno

Second by: Commissioner Howarth

ROLL CALL VOTE:

YEAS: (8) Cegelka, Corbett, Farrell, Guadagno, Howarth, Isselin, Schorno, Zuppa

NAYS: (0)

ABSTAIN: (1) Andes

ABSENT: (1) Recchia

Michael Guadagno

Michael Guadagno
Board Secretary



A NEW YORK LIMITED LIABILITY PARTNERSHIP

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CHARLES G. TOTO
KRISTINE L. FLYNN
DAVID S. HANDLER
MICHELLE A. LOUCOPOLOS
MEGAN I. SARTOR
NILES B. MURPHY
PARTHESH M. KARNA
RYANN MCANDREWS*

December 10, 2021

*ADMITTED IN NEW YORK ONLY

The Rockaway Valley Regional Sewerage Authority

Ms. JoAnn Mondsinini
Executive Director
The Rockaway Valley Regional Sewerage Authority
R.D. #1, 99 Green Bank Road
Boonton, New Jersey 07005-9602

Dear JoAnn:

Thank you very much for your email of December 9, 2021 inviting Hawkins Delafield & Wood LLP to submit a proposal to serve as bond counsel to the Authority for the year 2022. As requested, set forth below is our proposed fee schedule. **Please note that the proposed fee schedule for 2022 contains no increases from our 2021 fee schedule and is identical to the fee schedule that has been in effect for over ten years.**

In case of some use, I am attaching a proposed form of Professional Services Agreement that contains certain State recommended statutory references and the Mandatory Equal Employment Opportunity Language, the Business Entity Disclosure Certification, the Chapter 271 Political Contribution Disclosure Form and the Statement of Ownership Disclosure. In a separate attachment is our New Jersey Business Registration Certificate and a copy of our Certificate of Employee Information Report from the State Treasurer.

RVRS Experience. Hawkins Delafield & Wood LLP is proud to have served as bond counsel to the Authority in connection with all bond and project bond issues of the Authority to date, including the 2007 Subordinate NJIB Bonds, the 2010 Subordinate NJIB Bonds, the 2012 Subordinate NJIB Bonds, the 2017 Subordinate NJIB Bonds (Clarifier Project – Interim Loan), the 2018 Subordinate NJIB Bonds (West Main Street Project), the 2019 Subordinate NJIB Bonds (Interceptor/Irene Project), the 2019 Subordinate NJIB Bonds (Interceptor/Irene Project – Interim Expected FEMA Grant Supplemental Loan), the 2019 Subordinate East Brunswick Bonds (Interceptor/Irene Project – Interim Expected FEMA Grant Loan), the 2021 Subordinate NJIB Bonds (Clarifiers Project – Residual Loan) and the 2021 Subordinate Bonds (Phosphoros Project – Construction Loan), to have drafted the Authority's General Bond Resolution and all ten of the Authority's Supplemental Resolutions, to have drafted all approximately seven of the Authority's Subordinate Bond Resolutions, to have participated in the drafting of the Authority's 1976 Service Contract and to have assisted in the preparation of the Authority's disclosure documents (i.e., Official Statements) which were distributed to the public bond markets and the

investment banking community. We respectfully believe that this continued, extensive and unique experience with the Authority and its professionals will allow Hawkins Delafield & Wood LLP to respond efficiently, effectively and accurately to any matter requiring bond counsel attention.

I-Bank Experience. Hawkins Delafield & Wood LLP has extensive knowledge, experience and expertise with the New Jersey Infrastructure Bank (the "I-Bank") having served as bond counsel in over one hundred NJIB financings since January 1, 2007. More specifically, the firm has represented numerous borrowers including, dozens of municipalities, authorities and other entities, that have been involved with NJIB financings since the inception of the program in 1987. For example, we have recently represented the following authority/commission borrowers, among others: the Camden County Municipal Utilities Authority, the Two Bridges Sewerage Authority, the New Jersey Water Supply Authority, the Somerset Raritan Valley Sewerage Authority, the Rockaway Valley Regional Sewerage Authority, the Pequannock River Basin Regional Sewerage Authority, the Wanaque Valley Regional Sewerage Authority, the Musconetcong Sewerage Authority, the Hamilton Township Municipal Utilities Authority, the Independence Municipal Utilities Authority, the Manchester Utilities Authority, the Hanover Township Sewerage Authority, the Rahway Valley Sewerage Authority, the Stony Brook Regional Sewerage Authority, the West Milford Township Municipal Utilities Authority, the Pompton Lakes Authority Municipal Utilities Authority, the North Jersey District Water Supply Commission and the Passaic Valley Sewerage Commissioners. **We strongly feel that our experience with the I-Bank financing program is unmatched by any other law firm.**

General Services Unrelated to a New Project Financing. During the year bond counsel is often consulted for advice on various matters that are not necessarily related to a bond issue. For example, questions frequently arise requiring interpretation of legal documents drafted by bond counsel such as service contracts and bond resolutions or guidance may be sought with respect to requirements imposed by either the federal continuing disclosure regulations or the existing federal tax, arbitrage and rebate regulations. Our fee for general bond counsel advisory services would be based on work undertaken and actual time expended plus out-of-pocket disbursements, which are usually minimal, for items such as duplicating, express mail, postage and telephone expenses. We would propose the following hourly billing rates (which reflect no increase from our 2021 rates and are identical to the rates that have been in effect for over ten years): partner/counsel \$295 per hour, associate \$195 per hour and paralegal \$95 per hour.

New Project Financing with the I-Bank. Based on past experience, we would anticipate our services for a new project financed through the I-Bank program to include (a) attendance at Authority board meetings, working group meetings, the interim/construction loan closing, the permanent loan escrow closing, the permanent loan preclosing and the permanent loan closing, (b) preparation of the Supplemental Bond Resolution or Subordinate Bond Resolution, as applicable, the Reimbursement Resolution, the Document Authorizing Resolution and the Confirming Resolution, (c) preparation of the I-Bank Short-Term Financial Addendum Form (or portions thereof), the I-Bank Financial Addendum Form (or portions thereof), the Interim/Construction Loan Note, the Authority specific Exhibits to the I-Bank "master" loan documents, the bond forms, the two general and bond counsel commitment letters, the four general and bond counsel legal opinions, the estoppel notice and the closing documents, (d) review and examination of and comment upon documents drafted by I-Bank professionals

including the State Loan Agreement, the I-Bank Loan Agreement, the Escrow Agreement and the Engineering Exhibits, (e) review of and preparation of any document required by existing Authority contracts including the General Bond Resolution and the Service Contract, (f) analysis and advice with respect to federal tax covenants contained in the I-Bank documents, (g) analysis and advice with respect to issues unique to the I-Bank financing program such as the bid/award process, the structuring and timing of draw-down schedules, building a sufficient "cushion" into the Authority's bond authorization, the requisition process and cash flow timing, maturity limitations, the possibility of avoiding a deposit to the bond reserve fund and accompanying yield restriction, planning and design financing through the I-Bank, the application of unused construction moneys, and the flow of funds relating to debt service payments on subordinate bonds and (h) assistance with respect to bond structuring alternatives such as capitalizing interest, deferring principal, levelizing debt service, wrapping I-Bank debt service payments around existing debt service payments, and extending the I-Bank maturity limit with a local share bond issue. In accordance with past practice, we would propose a fixed fee of \$35,000, plus out-of-pocket disbursements, for our services in connection with a new project financed through the I-Bank program. We would invoice \$17,500 of such fee at the time of the interim/construction loan closing and the balance of such fee at the time of the permanent loan closing. If there were to be an additional interim/construction loan in connection with a project, we would propose an additional fixed fee of \$10,000 for work associated with such interim/construction loan and closing. If there were to be an additional permanent loan closing in connection with a project, we would propose an additional fixed fee of \$15,000 for work associated with such permanent loan and closing. If there were to be unforeseen work in connection with an NJIB financing, our fee for such unanticipated work would be based on the above hourly rates.

New Project Financing with Traditional Debt. For bond counsel work in connection with a new project financing or refunding through the issuance of traditional debt, we would propose a fixed fee based upon, among other things, the type of bonds being issued (i.e., short-term, long-term, fixed rate, variable rate, refunding, capital appreciation, junior lien, etc.), the documentation in addition to the standard bond resolutions that we may be asked to prepare (i.e., the Local Finance Board Application, the Preliminary and Final Official Statements, etc.), the type of sale (i.e., competitive or negotiated), any additional contracts or paperwork that we may be asked to review or comment upon (i.e., letters of credit, insurance documentation, surety bonds, investment contracts, derivative products, etc.), special federal tax or securities law matters, and other unique issues. Our fixed fee for a new project financing or refunding through the issuance of traditional debt would typically be in the range of \$25,000 to \$35,000 depending upon which of the above-referenced work responsibilities are assumed by the firm.

We have had the privilege of serving the Authority and working with its professionals for many years and look forward to the opportunity to continue our long-standing relationship next year. If you have any questions with regard to the above or if there is anything further we can do or provide at this time, please do not hesitate to contact me.

With best wishes for a healthy and happy holiday season, I am

Very truly yours,

Bob

Robert H. Beinfield

RHB:sp
Attachments
E-mail only