



A NEW YORK LIMITED LIABILITY PARTNERSHIP

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RYANN MCANDREWS

December 6, 2023

The Rockaway Valley Regional Sewerage Authority

Ms. JoAnn Mondsini
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 e-mail of December 5, 2023 inviting Hawkins Delafield & Wood LLP to submit a proposal to serve as bond counsel to the Authority for next year. As requested, set forth below is our proposed fee schedule. **Please note that the proposed fee schedule for 2024 contains no increases from our 2023 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 (as updated by P.L. 2023, c.30, the Chapter 271 Political Contribution Disclosure Form and the Statement of Ownership Disclosure. In separate attachments are a copy of our New Jersey Business Registration Certificate and a copy of our Certificate of Employee Information Report from the State Treasurer.

RVRSR 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 I-Bank Bonds, the 2010 Subordinate I-Bank Bonds, the 2012 Subordinate I-Bank Bonds, the 2017 Subordinate I-Bank Bonds (Clarifier Project – Interim Loan), the 2018 Subordinate I-Bank Bonds (West Main Street Project), the 2019 Subordinate I-Bank Bonds (Interceptor/Irene Project), the 2019 Subordinate I-Bank 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 I-Bank Bonds (Clarifiers Project – Residual Loan), the 2021 Subordinate Bonds (Phosphorus Project – Construction Loan), the 2022 Subordinate I-Bank Bonds (Interceptor/Monroe Project – Direct Loan), the 2022 Subordinate I-Bank Bonds (Clarifier Project – Additional Residual Permanent Loan) and the 2022 Subordinate I-Bank Bonds

(Contract 43 Interceptor and Pipe Replacement Project), to have drafted the Authority's General Bond Resolution and all ten of the Authority's Supplemental Resolutions, to have drafted all approximately eight 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 I-Bank 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 I-Bank 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 2023 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/planning and design/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/planning and design/construction loan in connection with a project, we would propose an additional fixed fee of \$10,000 for work associated with such interim/planning and design/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 I-Bank 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

4.

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 healthy and happy holidays, I am

Very truly yours,



Robert H. Beinfield

RHB:sp
Attachments
E-mail only

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") made and entered into this 27th day of Dec, 2023 by and between The Rockaway Valley Regional Sewerage Authority (the "Authority"), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark, New Jersey ("Hawkins"),

WITNESSETH:

WHEREAS, the Authority requires the services of a recognized bond counsel firm to: approve the legality of its bond and note issues; assist it and its local attorney in every phase of the authorization proceedings; oversee the actual issuance of the bonds and notes; arrange for the advertising and holding of public bond and note sales; attend to the preparation of the bonds and notes and delivery and payment for the bonds and notes at the closing thereof; aid in the timely and efficient consummation of the bond and note sale and preliminary and related proceedings; issue an approving legal opinion that accompanies the bonds and notes; prepare a notice of sale for the bonds and notes; prepare or assist in the preparation of a Preliminary Official Statement and a final Official Statement relating to the bonds and notes; prepare or assist in the preparation of a Local Finance Board Application; prepare or assist in the preparation of documents required in connection with the New Jersey Infrastructure Bank financing program; advice from time to time in connection with the interpretation and application of existing legal documents including bond resolutions, service contracts, continuing disclosure agreements and arbitrage certificates; advice with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of bonds and notes; advice with respect to the federal tax, arbitrage and rebate laws applicable to the issuance of bonds and notes; advice with respect to applicable state law including the sewerage authorities act; prepare bond resolutions, note resolutions and other related resolutions and documents; and provide advice from time to time with respect to the foregoing and related matters;

NOW, THEREFORE, the Authority and Hawkins hereby agree as follows:

1. Client. The client of Hawkins in this matter will be the Authority. Hawkins will be engaged hereunder to render legal advice to the Authority as its bond counsel in connection with the issuance of the Obligations.
2. Scope of Services. The primary responsibility of Hawkins as bond counsel to the Authority will be to render an opinion regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, the excludability of interest on the Obligations from gross income for federal and state income tax purposes. In addition, Hawkins would provide the services described in the above preambles and would expect to attend meetings, participate in conference calls and negotiations, undertake research and offer advice when necessary or desirable.
3. Limited Scope of Representation. The duties of Hawkins do not include, among other things, making an investigation or expressing any view as to the creditworthiness or financial strength of the Authority or of the Obligations. It is expressly

agreed that the Authority shall not request Hawkins to provide predictions or advice regarding, and that Hawkins shall provide no predictions or advice and owes the Authority no duty regarding, the financial structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto. In delivering the bond counsel opinion, Hawkins does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does Hawkins represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Authority. It is also expressly agreed that (i) the client of Hawkins for purposes of this engagement is the Authority and not any of its officers or employees, members, creditors, bondholders or any other entities having any interest in the Authority or in which the Authority has an interest and (ii) accordingly, this engagement will not establish an attorney-client relationship between Hawkins and any such individual, member or other entity.

3. Term of Engagement. Either the Authority or Hawkins may terminate this engagement at any time for any reason by written notice, subject on the part of Hawkins to applicable rules of professional conduct. In the event that this engagement is terminated by Hawkins, Hawkins will take such steps as are reasonably practicable to protect the Authority's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, Hawkins will be paid for services satisfactorily rendered by Hawkins up to the date of termination and for any post-termination services requested by the Authority in connection with the termination.

4. Conclusion of Representation; Retention and Disposition of Documents. At the Authority's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. The files of Hawkins pertaining to this engagement will be retained by Hawkins. These Hawkins files include, for example, firm administrative records, time and expense reports and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, Hawkins reserves the right to destroy or otherwise dispose of any such documents or other materials retained by Hawkins within a reasonable time after the termination of this engagement.

5. Post-Engagement Matters. After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which Hawkins has advised the Authority during the course of this engagement. Unless the Authority subsequently engages Hawkins, after completion of this engagement, to provide additional advice on such issues, Hawkins has no continuing obligation to advise the Authority with respect to any such future legal developments.

6. Fees and Expenses. Fees and expenses for services in connection with this engagement shall be calculated in accordance with the letter of Hawkins dated December 6, 2023.

7. Other Hawkins Engagements. As a major capital markets law firm, Hawkins from time to time has represented, may currently represent and may in the future represent, issuers, underwriters, commercial banks, corporate trustees and other parties involved in the issuance of bonds on unrelated matters. By virtue of the participation of Hawkins in this engagement, the Authority acknowledges this fact and agrees to such representation.

8. Authority Responsibilities. The Authority agrees to cooperate fully with Hawkins and to provide promptly all information known or available to the Authority relevant to this engagement. The Authority also agrees to pay statements for services and expenses of Hawkins in accordance with the above provisions.

9. Fully Integrated Agreement; Merger. This Agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

10. Authority Acknowledgment. The Authority acknowledges that Hawkins is not making any examination or recommendation, nor is Hawkins providing advice, with respect to the business or financial aspects of any financing or of the Obligations. The Authority understands that Hawkins cannot provide predictions or advice with regard to the likelihood of success of any aspect of any financing.

11. Specific New Jersey Statutory Provisions. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned representative of Hawkins does hereby attest that Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of Hawkins, has neither made a contribution that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would, pursuant to P.L. 2023, c.30, affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any candidate committee of any person serving in an elective public office of the Authority when this contract is awarded. During the term of this Agreement, Hawkins agrees to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27 and hereby incorporates by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A attached hereto and made a part hereof. Hawkins acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if Hawkins receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

12. Severability. Any provisions or portion of this Agreement prohibited as unlawful or enforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, which together will constitute the entire Agreement. The counterparts of this Agreement may be

executed and delivered by facsimile or other electronic signature (including portable document format) and the parties hereto may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**THE ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY**

By  12/27/23
Name: JoAnn Mondsini
Title: Executive Director

HAWKINS DELAFIELD & WOOD LLP


By 
Name: Robert H. Beinfield
Title: Partner

EXHIBIT A

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 SERVICES 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 the 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, 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, 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:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302

The contractor and its subcontractor 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.**

HAWKINS DELAFIELD & WOOD LLP

A handwritten signature in blue ink, appearing to read "R. H. Beinfield", is written over a horizontal line.

Robert H. Beinfield
Partner

Dated: December 6, 2023

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that **Hawkins Delafield & Wood LLP** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2023, c. 30 would bar the award of this contract in the one year period preceding **January 1, 2024** to any of the following named candidate committee or joint candidates committee, as defined pursuant to N.J.S.A. 19:44A-3(q) and (r).

See attached list	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding ownership or control of more than 10% of the profits or assets of the undersigned or, in the case of a business entity that is a corporation for profit, 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☒ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
None	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: **Hawkins Delafield & Wood LLP**

Signature of Affiant:  Title: **Partner**
Printed Name of Affiant: **Robert H. Beinfield** Date: **December 6, 2023**

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

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**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$200 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



Attachment to Business Entity Disclosure Certification  
For Non-Fair and Open Contracts  
For  
Rockaway Valley Regional Sewerage Authority  
2023-2024 List of Elected Officials pursuant to N.J.S.A. 19:44A-20.8  
Newly Elected in ***\*Bold***

**Town of Boonton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board of Aldermen:

**\*Jim Lynch, Mayor Elect**

Richard Corcoran, Mayor – Term expires 12/31/23.

Joseph Bock – Term expires 12/31/23.

John Meehan – Term expires 12/31/23.

Edina Renfro-Michel – Term expires 12/31/23.

Michael Wade – Term expires 12/31/23.

Daniel Balan – Term expires 12/31/24.

Marie Devenezia – Term expires 12/31/24.

Benjamin Weisman – Term expires 12/31/24.

Cyril Wekilsky – Term expires 12/31/24.

**\*John P. Meehan**

**\*Jacob W. Hettrich**

**\*Robert J. Murray**

**\*Alexis Minson**

**Township of Boonton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

Brian Honan, Mayor - Term expires 12/31/23. **(Committee to select Mayor in Jan. 2024)**

**\*Thomas Donadio** – Term expires 12/31/23 **Re-elected.**

**\*Brian Honan** – Term expires 12/31/23 – **Re-elected.**

Thomas Sanfilippo, Jr. – Term expires 12/31/24.

Paul Allieri – Term expires – 12/31/25.

William Klingener – Term expires 12/31/25.

**Township of Denville**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

**\*Thomas W. Andes, Mayor** – Term expires 12/31/23. **Re-elected**

John Murphy – Term expires 12/31/23.

Harry Fahrer – Term expires 12/31/23.

Gary Borowiec – Term expires 12/31/25.

Glenn R. Buie – Term expires 12/31/25.  
Christina Kovacs – Term expires 12/31/25.  
Christopher P. Golinski – Term expires 12/31/25.  
**\*Angela-Maria Cote** – Term expires 12/31/23. **Re-elected**  
**\*Louis Maffei**  
**\*Robert Simpson**

#### **Town of Dover**

Any contribution to the candidate committee or political party committee to elect the following Mayor and the Board Aldermen:

**\*James P. Dodd, Mayor Elect**  
Carolyn Blackman, Mayor – Term expires 12/31/23.  
Jessica Cruz – Term expires 12/31/23.  
Judith Rugg – Term expires 12/31/23.  
**Arturo Santana** – Term expires 12/31/23. **Re-elected**  
**Michael Scarneo** – Term expires 12/31/23. **Re-elected**  
Karol Ruiz – Term expires 12/31/24.  
Sandra Milena Wittner – Term expires 12/31/24.  
Geovani Estacio – Term expires 12/31/24.  
Marcos Tapia – Term expires 12/31/24.  
**\*Sergio Rodriguez**  
**\*Claudia P. Toro**

#### **Township of Randolph**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Lou Nisivoccia, Mayor – Term expires 12/31/23. **(New Mayor to be selected by Council in Jan. 2024)**  
Christine Carey, Deputy Mayor – Term expires 12/31/24.  
Joseph Hathaway – Term expires 12/31/24.  
Joanne Veech – Term expires 12/31/24.  
Helene Elbaum – Term expires 12/31/26.  
Mark Forstenhausler – Term expires 12/31/26.  
Lou Nisivoccia – Term expires 12/31/26.  
Marie Potter – Term expires 12/31/26.

#### **Borough of Rockaway**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

**\*Thomas Mulligan, Mayor** – Term expires 12/31/23 – **Re-Elected**  
**\*Melissa Burnside** – Term expires 12/31/23 – **Re-Elected**  
Robert Smith – Term expires 12/31/25.  
Thomas J. Haynes, III – Term expires 12/31/24.  
James R. Hurley – Term expires 12/31/24.

Thomas Slockbower – Term expires 12/31/25.

**\*Patrick McDonald** Term expires 12/31/23 – Re-elected

### **Township of Rockaway**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

**\*Joseph Jackson, Mayor** – Term expires 12/31/23 – Re-Elected

**\*Pawel Wojtowicz** – Term expires 12/31/23 – Re-Elected

**\*Adam Salberg** – Term expires 12/31/23 – Re-Elected

**\*Howard Kritz** – Term expires 12/31/23 – Re-Elected

Douglas Brookes – Term expires 12/31/25.

Rachel Brookes – Term expires 12/31/25.

Emanuel Friedlander – Term expires 12/31/25.

Mary Noon – Term expires 12/31/25.

John J. Quinn – Term expires 12/31/25.

Jonathan Sackett – Term expires 12/31/25.

### **Borough of Victory Gardens**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

David Holeman, Jr., Mayor – Term expires 12/31/24.

**\*Stuart Hale** – Term expires 12/31/23 – Re-Elected

**\*Ismael Lorenzo, Sr.** – Term expires 12/31/23 – Re-Elected.

Ondria Garcia-Montes – Term expires 12/31/24.

Kendyll Hedgepath – Term expires 12/31/24.

Vera Cheatham – Term expires 12/31/25.

James Glass – Term expires 12/31/25.

### **Borough of Wharton**

Any contribution to the candidate committee or political party committee to elect the following Mayor and Committee members:

William J. Chegwiddden, Mayor – Term expires 12/31/26.

**Vincent Binkoski** – Term expires 12/31/23 – Re-Elected.

Sandra Hayes – Term expires 12/31/23.

Nicole Wickenheisser – Term expires 12/31/24.

Thomas Yeager – Term expires 12/31/24.

Robert Norton – Term expires 12/31/25.

Paola Vasquez – Term expires 12/31/25.

**\*Ana L. Jones**

## City of Jersey City

Any contribution to the candidate committee or political party committee to elect the following Mayor and Council members:

Steven M. Fulop, Mayor

Joyce Watterman

Daniel Rivera

Amy M. DeGise

Denise Ridley

Mira Prinz-Arey

Richard Boggiano

Yousef J. Saleh

James Solomon

Frank E. Gilmore



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I – Vendor Information

|              |                                                  |        |                   |
|--------------|--------------------------------------------------|--------|-------------------|
| Vendor Name: | <b>Hawkins Delafield &amp; Wood LLP</b>          |        |                   |
| Address:     | <b>One Gateway Center, 24<sup>th</sup> Floor</b> |        |                   |
| City:        | <b>Newark</b>                                    | State: | <b>New Jersey</b> |
|              |                                                  | Zip:   | <b>07102</b>      |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

**Robert H. Beinfield**

Printed Name

**Partner**

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| None             |                |      | \$            |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |

☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Morris**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 16, 21, 24, 25 & 26

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

|                       |                         |                                |
|-----------------------|-------------------------|--------------------------------|
| Boonton Town          | Jefferson Township      | Mount Olive Township           |
| Boonton Township      | Kinnelon Borough        | Mountain Lakes Borough         |
| Butler Borough        | Lincoln Park Borough    | Netcong Borough                |
| Chatham Borough       | Long Hill Township      | Parsippany-Troy Hills Township |
| Chatham Township      | Madison Borough         | Pequannock Township            |
| Chester Borough       | Mendham Borough         | Randolph Township              |
| Chester Township      | Mendham Township        | Riverdale Borough              |
| Denville Township     | Mine Hill Township      | Rockaway Borough               |
| Dover Town            | Montville Township      | Rockaway Township              |
| East Hanover Township | Morris Plains Borough   | Roxbury Township               |
| Florham Park Borough  | Morris Township         | Victory Gardens Borough        |
| Hanover Township      | Morristown Town         | Washington Township            |
| Harding Township      | Mount Arlington Borough | Wharton Borough                |

Boards of Education (Members of the Board):

|                       |                         |                                |
|-----------------------|-------------------------|--------------------------------|
| Boonton Town          | Lincoln Park Borough    | Netcong Borough                |
| Boonton Township      | Long Hill Township      | Parsippany-Troy Hills Township |
| Butler Borough        | Madison Borough         | Pequannock Township            |
| Chester Township      | Mendham Borough         | Randolph Township              |
| Denville Township     | Mendham Township        | Riverdale Borough              |
| Dover Town            | Mine Hill Township      | Rockaway Borough               |
| East Hanover Township | Montville Township      | Rockaway Township              |
| Florham Park Borough  | Morris                  | Roxbury Township               |
| Hanover Park Regional | Morris Hills Regional   | Sch Dist Of The Chathams       |
| Hanover Township      | Morris Plains Borough   | Victory Gardens                |
| Harding Township      | Mount Arlington Borough | Washington Township            |
| Jefferson Township    | Mount Olive Township    | West Morris Regional           |
| Kinnelon Borough      | Mountain Lakes Borough  | Wharton Borough                |

(continued on next page)

Fire Districts (Board of Fire Commissioners):

Hanover Township Fire District No. 2

Hanover Township Fire District No. 3

Montville Township Fire District No. 1

Montville Township Fire District No. 2

Montville Township Fire District No. 3

Parsippany-Troy Hills Township Fire District No 1

Parsippany-Troy Hills Township Fire District No 2

Parsippany-Troy Hills Township Fire District No 3

Parsippany-Troy Hills Township Fire District No 4

Parsippany-Troy Hills Township Fire District No 5

Parsippany-Troy Hills Township Fire District No 6

Parsippany-Troy Hills Township Fire District No. 7

Parsippany-Troy Hills Township Fire District No. 8

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name: Hudson**

State: Governor, and Legislative Leadership Committees

Legislative District #s: 31, 32, & 33

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Executive

County Clerk

Surrogate

Sheriff

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Bayonne City

East Newark Borough

Guttenberg Town

Harrison Town

Hoboken City

Jersey City

Kearny Town

North Bergen Township

Secaucus Town

Union City City

Weehawken Township

West New York Town

Boards of Education (Members of the Board):

East Newark Borough

Guttenberg Town

Hoboken City

Kearny Town

North Bergen Township

Secaucus Town

Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

**Name of Organization:** Hawkins Delafield & Wood LLP

**Organization Address:** One Gateway Center, Newark, New Jersey 07102

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)      ☐ Limited Liability Company (LLC)
- ☐ Partnership    ☐ Limited Partnership      ☒ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|----------------------------------------------------|
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |
|                                       |                                                    |

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**


| Website (URL) containing the last annual SEC<br>(or foreign equivalent) filing | Page #'s |
|--------------------------------------------------------------------------------|----------|
|                                                                                |          |
|                                                                                |          |
|                                                                                |          |

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

| Stockholder/Partner/Member and<br>Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|--------------------------------------------------------------------------|----------------------------------------------------|
|                                                                          |                                                    |
|                                                                          |                                                    |
|                                                                          |                                                    |

#### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **Rockaway Valley Regional Sewerage Authority** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **Rockaway Valley Regional Sewerage Authority** to notify the **Rockaway Valley Regional Sewerage Authority** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **Rockaway Valley Regional Sewerage Authority** to declare any contract(s) resulting from this certification void and unenforceable.

|                       |                                                                                     |        |                  |
|-----------------------|-------------------------------------------------------------------------------------|--------|------------------|
| Full Name<br>(Print): | Robert H. Beinfield                                                                 | Title: | Partner          |
| Signature:            |  | Date:  | December 6, 2023 |