

BOND COUNSEL SERVICES AGREEMENT

THIS AGREEMENT, made as of this 4th day of February, 2025, by and between the FRANKLIN TOWNSHIP SEWERAGE AUTHORITY, in the County of Somerset, State of New Jersey (the "Authority"), and the firm WILENTZ, GOLDMAN & SPITZER P.A., Attorneys at Law, with offices at 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 ("Bond Counsel"):

WITNESSETH:

1. The Authority desires to authorize and to issue its bonds and notes for various capital projects and to provide for the terms and the security of such bonds and notes in accordance with the laws of the State of New Jersey. The Authority desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services:

A. Bond Counsel will meet with the members of the Authority and its representatives and advisors, including its attorney, financial advisor, underwriter or others, as necessary for the development of a financing plan and structure for projects undertaken by the Authority. Bond Counsel will review or draft all documents necessary to effectuate the plan, including the general bond resolution, any supplemental bond resolutions or trust indentures and other operative financing documents, including lease and loan agreements. Bond Counsel will render advice with respect to tax law and state law considerations and will review the proposed use of bond proceeds in light of the Internal Revenue code and the Regulations promulgated by the Treasury with regard to "arbitrage bonds".

B. Bond Counsel will assemble a certified record of proceedings to evidence the creation of the Authority, the appointment of its members, the effectiveness of the general bond resolution, any supplemental resolutions, trust indentures or other resolutions, the enforceability of any covenants undertaken by the Authority for the protection of bondholders and the proper authorization and issuance of the obligations of the Authority.

C. Bond Counsel will supervise the legal aspects of the sale of the bonds, whether at competitive or negotiated sale. Bond Counsel will meet with the Executive Director and members of the Authority and the underwriter(s) and other participants in the financing and will review such documents as underwriting agreements, bond purchase agreements and similar documents relating to the sale of the bonds. Bond Counsel will prepare and review those portions of the official statement relating to the legal proceedings required to issue the bonds and will prepare and review drafts of the official statement to ensure compliance with law and substantial adherence to accepted financial

disclosure guidelines. Bond Counsel services in this regard may include a due diligence inquiry (if deemed necessary) or the rendering of an opinion with respect to due diligence. Bond Counsel will attend meetings with the rating agencies as necessary to assist in obtaining a favorable credit rating for bond issues of the Authority.

D. Bond Counsel will prepare or arrange for the preparation of the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and place for delivery of the bonds to the purchaser(s) thereof. Bond Counsel will attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds and the various covenants undertaken by the Authority for the protection of its bondholders. This opinion will be in a form acceptable to the financial community.

E. Throughout the course of these services, Bond Counsel will be available for meetings and conversations with the Executive Director and members of the Authority, its attorney, financial advisor and underwriter and its other representatives, officials or professionals, and Bond Counsel will be available to answer questions raised by members of the investment community with respect to the obligations of the Authority.

3. The Authority will make payment to Counsel for services rendered in accordance with the following schedule:

A. For all legal services with respect to the authorization and the issuance of a permanent bond issue involving the preparation of a General Bond Resolution or trust indenture and if the bonds are publicly offered during the term of this Agreement, the fee will be \$35,000 plus \$1.10 per thousand dollars of bonds issued. If the financing consists of an issue of Additional Bonds pursuant to a supplemental bond resolution, the fee will be \$25,000 plus \$1.10 per thousand dollars of bonds issued and \$15,000 plus \$1.00 per thousand dollars of notes issued. If the financing involves the issuance of a letter of credit or other credit enhancement (not including a standard insurance policy), an additional \$15,000 will be included in the fee.

B. For services rendered in connection with temporary financings, a fee equal to the hourly rates reflected in paragraph 3(D), with a minimum fee of \$1.00 per thousand dollars of obligations issued.

C. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be an additional fee of \$10,000.

D. Services rendered on an hourly basis, including but not limited to work on Service Agreements, leases or other similar documents, and litigation, will be billed at the blended hourly rate of \$225 per hour for attorneys and \$120 per hour for legal assistants. Services rendered in connection with any required filings with the

Municipal Securities Rulemaking Board's Electronic Municipal Market Access Dataport will be billed at a flat rate of \$250 per filing. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

E. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, Counsel services will be billed at the hourly rates set forth in paragraph 3(D).

F. Reasonable and customary out of pocket expenses and other charges, including but not limited to, photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Authority, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.


4. This Agreement shall be in full force until successor is appointed.


5. Bond Counsel and the Authority hereby incorporate by reference into this Agreement the Mandatory Affirmative Action Language of P.L. 1975, c. 127, as amended and supplemented from time to time, which language is more fully set forth on Exhibit A-1 attached hereto, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of such Mandatory Affirmative Action Language during the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective seals to be hereunto affixed and attested and these presents to be signed on the date set forth above.

ATTEST:

FRANKLIN TOWNSHIP SEWERAGE
AUTHORITY

By: 
April L. Roach

By: 
Teresa Ford
Chairwoman

WITNESS:

WILENTZ, GOLDMAN & SPITZER P.A.

By: 
RYAN MULLINS
CLERICAL ASSISTANT

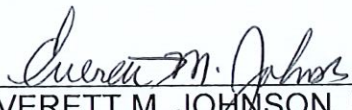
By: 
EVERETT M. JOHNSON, ESQ.
SHAREHOLDER

EXHIBIT A-1

(REVISED 4/10)

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: <http://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 N.J.A.C. 17:27-1.1 et seq.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
<FRANKLIN TOWNSHIP SEWERAGE AUTHORITY >

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> 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. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 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
N/A - No Stockholder owns 10% or more of WG&S stock.	

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: Wilentz, Goldman & Spitzer, P.A.

Signature of Affiant: *Everett M. Johnson* Title: Shareholder

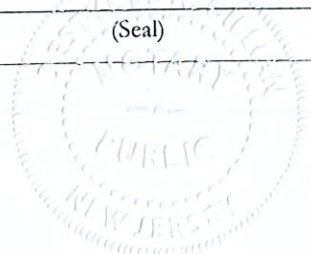
Printed Name of Affiant: Everett M. Johnson, Esq. Date: 1/13/2025

Subscribed and sworn before me this 13th day of January, 2025

My Commission expires:

DESTYNEE N. GILLIAN
 NOTARY PUBLIC OF NEW JERSEY
 Commission # 50152128
 My Commission Expires 2/21/2026

[Signature]
 (Witnessed or attested by)



Certification 5743

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-Sep-2024** to **15-Sep-2027**

WILENTZ, GOLDMAN & SPITZER, A PROF. (C)
90 WOODBRIDGE CTR DRIVE-#900 BOX 10
WOODBRIDGE NJ 07095



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

WILENTZ GOLDMAN & SPITZER, P.A.

TAXPAYER IDENTIFICATION#:

222-292-919/000

ADDRESS:

90 WOODBRIDGE CENTER DR
WOODBRIDGE, NJ 07095

EFFECTIVE DATE:

03/27/80

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

0089078

ISSUANCE DATE:

08/31/04

J.P. S. [Signature]
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



ALAS
Attorneys'
Liability
Assurance
Society

January 6, 2025

Wilentz, Goldman & Spitzer, P.A.
90 Woodbridge Center Drive
Suite 900
Woodbridge, NJ 07095-1163

To Whom It May Concern:

CONFIRMATION OF INSURANCE

We hereby confirm that Wilentz, Goldman & Spitzer, P.A. has Professional Liability Coverage under Policy LPL-1949-2025 with an annual limit of \$20,000,000 per claim and \$40,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$500,000 each claim up to an aggregate of \$1,000,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2025 to January 1, 2026.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

**ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD.,
A RISK RETENTION GROUP**

By: 

Nancy J. Montroy
Vice President – Director of Underwriting

Date: 1/6/2025

10 South Riverside Plaza
Suite 1100
Chicago, IL 60606
312.697.6900 tel
312.697.6901 fax

alas.com

DISCLOSURE OF PROHIBITED INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS
P.L. 2022, c. 3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A:11-2.1, N.J.S.A. 18A:18A-49.4

PART 1

COMPLETE PART 1 BY CHECKING ONE OF THE TWO BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:
<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf> www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification. A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

CONTRACT AWARDS AND RENEWALS/CONTRACT AMENDMENTS AND EXTENSIONS

I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.
(Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY

I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. *I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

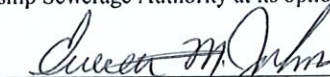
PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Franklin Township Sewerage Authority is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Franklin Township Sewerage Authority to notify the Franklin Township Sewerage Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Franklin Township Sewerage Authority and that the Franklin Township Sewerage Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Everett M. Johnson, Esq.
Printed Name of Authorized Agent


Signature of Authorized Agent

Shareholder
Title

1/13/2025
Date

Wilentz, Goldman & Spitzer, P.A.
Company Name/Person/Entity