



# PARKER McCAY

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Mount Laurel, New Jersey 08054-1539

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May 13, 2013

## Via Email

Ms. Jean Grubb, CPA  
Business Administrator/Board Secretary  
Black Horse Pike Regional School District  
580 Erial Road  
Blackwood, New Jersey 08012

### RE: BOND COUNSEL SERVICES

Dear Ms. Grubb:

Pursuant to your request, I have prepared and attach hereto our fee agreement, together with a resolution of the Board authorizing same. I would be appreciative if you would execute this agreement where indicated and forward a copy to the undersigned.

If you have any questions or comments regarding this matter, please do not hesitate to call.

Thank you for your time and consideration in this matter.

Very truly yours,

*/s/ Philip A. Norcross*

PHILIP A. NORCROSS

PAN/lgr

Attachments

COUNSEL WHEN IT MATTERS.<sup>SM</sup>

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey

## AGREEMENT

**THIS AGREEMENT**, made and entered into on this \_\_\_\_\_ day of May, 2013 ("Agreement") by and between The Board of Education of the Black Horse Pike Regional School District, in the County of Camden, New Jersey, and Parker McCay P.A., Attorneys-at-Law, with offices in Mount Laurel, Lawrenceville and Atlantic City, New Jersey.

### WITNESSETH :

**WHEREAS**, The Board of Education of the Black Horse Pike Regional School District, in the County of Camden, New Jersey ("School District") is in need of a law firm specializing in public finance to assist the same in matters relating to, inter alia, the issuance of debt; and

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

**WHEREAS**, the parties desire hereby to set forth the terms and conditions under which Bond Counsel will provide such legal services to the School District.

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

**Section 1.** Bond Counsel will undertake the following tasks in connection with the issuance of the Bonds to finance the Project:

- A. Bond Counsel will meet with School District officials, including its counsel, architect, auditor and others as often as necessary for the development of the financing described above.
- B. Bond Counsel will review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.
- C. Bond Counsel will attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds.
- D. Bond Counsel will prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds.
- E. After the sale of the Bonds, Bond Counsel will prepare and arrange for the preparation of the Bonds for execution, will prepare and oversee the execution of the necessary closing certificates and will establish a time and place for delivery of

the Bonds to the purchaser. Bond Counsel will attend the closing with appropriate School District officials, at which time the Bonds will be delivered, payment will be made for the Bonds and Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:

1. the Bonds are legal, valid and binding obligations of the School District enforceable in accordance with the terms thereof; and
2. subject to certain limitations which may be expressed in the opinion, the interest on the Bonds will be:
  - (i) excluded from gross income for federal income tax purposes; and
  - (ii) exempt from New Jersey income tax.

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

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

- A. Based upon: (i) Bond Counsel's understanding of the terms, structure and schedule of the financing; (ii) the duties Bond Counsel will undertake pursuant to this Agreement; (iii) the time Bond Counsel anticipates devoting to the financing; and (iv) the responsibilities Bond Counsel assumes, Bond Counsel's fee will be established in accordance with the schedule attached hereto as Exhibit "A". Such fee may vary if: (i) material changes in the structure of the financing occur; or (ii) unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, Bond Counsel believes that circumstances require an adjustment of its original fee estimate, Bond Counsel will consult with the School District. In addition, the School District will reimburse Bond Counsel for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements. Bond Counsel will not submit any statement until the closing unless there is a substantial delay in completing the financing.
- B. If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as Bond Counsel, Bond Counsel will expect to be compensated at our normal hourly rate (currently ranging from \$95 to \$265 per hour depending on the attorney or paralegal involved) for time actually spent, plus out-of-pocket expenses.
- C. Services rendered with respect to a temporary financing will be billed at the hourly rate in effect when the services are performed. The present hourly rates range from \$95 to \$265 per hour depending on the attorney or paralegal involved. The School District will be advised of any changes in the hourly rates.

- D. Services rendered beyond the scope of those described above, such as: (i) attention to litigation; (ii) leases or other capital financing; (iii) preparation and/or review of offering documents (preliminary official statement and final official statement); or (iv) assistance with respect to the School District's Long-Range Facilities Plan or Eligible Cost approvals with respect to the Project, will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$95 to \$265 per hour depending on the attorney or paralegal involved. The School District will be advised of any changes in the hourly rates.

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

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

**IN WITNESS WHEREOF**, the School District and Bond Counsel have caused this Agreement to be duly executed as of the day and year first above written.

**THE BOARD OF EDUCATION OF THE BLACK  
HORSE PIKE REGIONAL SCHOOL DISTRICT,  
IN THE COUNTY OF CAMDEN, NEW JERSEY**

By: \_\_\_\_\_  
**JEAN GRUBB, Business Administrator/  
Board Secretary**

**PARKER McCAY P.A.**

By:  \_\_\_\_\_  
**Authorized Representative**

**Exhibit "A"**

**PARKER McCAY P.A.**

**Bond Counsel Fee Schedule for the  
Board of Education of the Black Horse Pike Regional School District**

**Principal Amount of Bonds Issued**

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

**Refunding Bonds**

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

**Official Statement Preparation/Review**

\$95 (paralegals); \$155-\$200 (associates); \$205-\$240 (senior associates/counsel) and \$250-\$265 (shareholders)

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

| <u>Attorney</u>      | <u>Position</u>      |
|----------------------|----------------------|
| Philip A. Norcross   | Shareholder          |
| Stephen J. Mushinski | Shareholder          |
| Jeanne M. Stiefel    | Shareholder          |
| Susan E. Bacso       | Shareholder          |
| Jeffrey D. Winitzky  | Counsel              |
| Irving G. Finkel     | Senior Tax Associate |
| Craig A. Gargano     | Associate            |
| Alexis B. Batten     | Associate            |

Exhibit "B"

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
(N.J.S.A. 10:5-31 et seq) (P.L. 1975, C.127)  
GOODS, PROFESSIONAL SERVICES and GENERAL SERVICE CONTRACTS

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

The contractor, 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, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, 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, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contract, 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 or sex.

The contractor, where applicable, will send to each labor union or representative of workers with which it as 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, 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 American with Disability Act.

The contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C 17:27-5.2.

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

The contractor 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 applicable employment goals, the contractor 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 or sex, consistent with the statutes and court decision 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 execution of a goods and services contract, on of the following three documents: Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302.

The Contractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Certification 4740

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2011 to 15-APR-2014

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



Andrew P. Sidamon-Eristoff  
State Treasurer

Exhibit "C"



Parker McCay P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054-1539  
P: 856-596-8900  
F: 856-596-9631  
www.parkermccay.com

To: New Jersey Government Contracting Units

Below is the copy of Parker McCay's "State of New Jersey Business Registration Certificate" which is required to be kept on file in accordance with statute, P.L. 2004, Chapter 57, Business Registration Act. This law took effect on September 1, 2004.

If you have any questions or need additional information, please contact Stephen J. Mushinski at 856-985-4017 or smushinski@parkermccay.com

Sincerely,

STEPHEN J. MUSHINSKI

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE       |  | DEPARTMENT OF TREASURY<br>DIVISION OF REVENUE<br>PO BOX 280<br>TRENTON, NJ 08646-0280 |
|--|--|---|
| TAXPAYER NAME:<br>PARKER MCCAY P.A.                            | TRADE NAME:                                |   |
| ADDRESS:<br>9000 MIDLANTIC DR STE 300<br>MOUNT LAUREL NJ 08054 | SEQUENCE NUMBER:<br>1082583                |   |
| EFFECTIVE DATE:<br>08/24/04                                    | ISSUANCE DATE:<br>07/02/11                 |   |
| FORM-BRC   | Director<br>New Jersey Division of Revenue |   |

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

**THE BOARD OF EDUCATION OF THE  
BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT,  
IN THE COUNTY OF CAMDEN, NEW JERSEY**

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**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT, IN  
THE COUNTY OF CAMDEN, NEW JERSEY APPOINTING  
PARKER McCAY P.A., AS BOND COUNSEL**

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**BACKGROUND**

**WHEREAS**, The Board of Education of the Black Horse Pike Regional School District, in the County of Camden, New Jersey ("School District") has a need for a law firm specializing in public finance to assist it in matters relating to, inter alia, the issuance of debt; and

**WHEREAS**, the law firm of Parker McCay P.A., Mount Laurel, Lawrenceville and Atlantic City, New Jersey, is a nationally recognized law firm specializing in public finance and is able to assist the School District in such matters; and

**WHEREAS**, the School District has reviewed the credentials, expertise and estimated fees of Parker McCay P.A. for the services to be provided as Bond Counsel and is satisfied that the services will be of the highest quality at a fair and reasonable price; and

**WHEREAS**, N.J.S.A. 18A:18-5.a.(1), authorizes the School District to appoint Parker McCay P.A. as Bond Counsel without advertising for bids since the services to be provided are professional in nature.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT, IN THE COUNTY OF CAMDEN, NEW JERSEY, AS FOLLOWS:**

**Section 1.** Parker McCay P.A., Mount Laurel, Lawrenceville and Atlantic City, New Jersey is hereby appointed as Bond Counsel to the District.

**Section 2.** The Business Administrator/Board Secretary is hereby authorized and directed to execute, on behalf of the School District, an agreement with Parker McCay P.A. for the legal services to be rendered.

**Section 3.** The Business Administrator/Board Secretary is hereby authorized to publish notice of this appointment and the terms thereof, as required by applicable law.

**Section 4.** All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

**Section 5.** This resolution shall take effect immediately upon adoption.