

CONTRACT FOR BOND COUNSEL SERVICES

THIS CONTRACT, made and entered into as of this 27 day of Jan. 2010 by and between John G. Hudak, Esq., of the Law Office of John G. Hudak, Esq., LLC, and/or its successor entities, located in Linden, New Jersey, (herein called "Bond Counsel") and the Borough of Eatontown in the Monmouth of Essex and State of New Jersey (herein called the "Municipality").

WHEREAS, Bond Counsel agrees to provide specialized legal services relating to the authorization and issuance of debt obligations and capital financing by the Municipality under the terms of this Contract;

WHEREAS, funds are or will be available for this purpose in accordance with specific authorizations for the issuance of obligations of the Municipality.

NOW, THEREFORE, the parties hereto do agree as follows:

1. Bond Counsel agrees to provide the Municipality with legal services; with the consent of the signatories hereto, as it relates to the issuance of municipal obligations; said services to be limited to the following:

- (a) Legal consultation and advice at meetings as requested by the Municipality, its Mayor, Administrator, Manager, Attorney or Chief Financial Officer or other authorized officers on their behalf, in connection with the authorization of capital expenditures and the issuance or sale of obligations.
- (b) Review of financial records and prior capital and bond ordinances or other prior actions of the Municipality or officers of the Municipality as same relate to the issuance of obligations.
- (c) Preparation and/or review of deed, mortgage, letter of credit, and other documents relating to the issuance of obligations.
- (d) Preparation of written reports on matters relating to said ordinances or other Bond Counsel activities as requested by the Municipality.
- (e) Basic advice in regard to the effect of the federal tax law and regulations on the issuance of bonds or bond anticipation notes or similar obligations and the investment of the proceeds thereof, or advice relating to other financial or legal matters as requested by authorized municipal representatives.
- (f) Legislative and policy making legal advice with reference to financing by the Municipality.
- (g) Resolution of lost and damaged securities problems.

- (h) Any services reasonably provided by Bond Counsel in connection with the above detailed services.

2. The Contract shall be for a period of one year commencing January 1, 2010 and expiring December 31, 2010 and for any extended period necessary to complete permanent financing for ongoing projects.

3. For the services performed by Bond Counsel for the Municipality, the fees shall be as follows:

- (a) For services rendered in connection with each bond sale, a fee of \$1,100, plus \$1.10 per thousand dollars of bonds issued. If the bond sale involves the sale of minibonds or the sale of obligations to the United States Department of Agriculture, Farmers Home Administration, there will be an additional fee of \$450. If additional services are required beyond the usual and customary scope of services rendered in accordance herewith same will be billed at the hourly rates set forth herein. In addition, if any issues involves advanced refunding of outstanding obligations, there shall be an additional fee of \$3,500.
- (b) For services rendered in connection with the preparation or review of each ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$275 for each single purpose ordinance and \$350 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, there will be additional fees to be charged at the hourly rates of the attorneys in effect at the time of providing the services. The fees for services in connection with the ordinances will be charged periodically during the course of the year.
- (c) The fee for any temporary financing involving a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at the closing shall be \$.40 per thousand dollars of temporary obligations, with a minimum fee of \$400 for bond anticipation notes and \$500 for tax anticipation notes. If additional services are required, such as with issues involving advance refundings or combination of several ordinances, or attendance at extraordinary meetings or hearings, the additional time required will be billed at the hourly rates in effect when the services are performed.
- (d) Services rendered beyond the scope of those described in subparagraphs (a), (b) and (c) above will be billed at the hourly rates in effect under this Contract which range from \$75.00 to \$175.00 per hour depending on the attorney involved, and \$50.00 for paralegals and law clerks. Such services may include attendance at meetings; extraordinary work involved in the preparation of the Official Statement; attention to any litigation that may occur; coordination with rating agencies, potential purchasers, bond insurers, registrars, paying agents and similar parties; complicated arbitrage analysis; or application to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series obligations of the

United States or matters related to filings or analysis under the Tax Reform Act of 1986; or certificates of participation in lease purchase agreements and similar matters.

- (e) In the event that a bond sale is held but all bids are rejected or the sale cancelled, the fee to be charged shall be a reasonable one, based on the services performed pursuant to the hourly rates established herein.
- (f) Customary disbursements shall be added to the fees referred to in this Contract. Secretarial and other clerical staff and overhead, are included in the above hourly rate, but not reasonable out-of-pocket expenses as verified by receipts, where obtainable, including utilization of reproduction apparatus and messenger service which shall be itemized and reimbursed as separate items, these expenses shall be billed within sixty (60) days of the time they are incurred or at the time of the closing on an issue.

The Municipality may choose, at its sole option, to compensate Bond Counsel, strictly on an hourly rate as set forth in subparagraph 3(d) herein or may choose to negotiate a fixed fee on a project by project basis. These options shall be negotiated at the outset of the project.

Bond Counsel shall submit to the Municipality itemized vouchers indicating the specifics of the work performed at the time obligations are issued or at such time as fees for other services or other reimbursements become due and agree to submit periodic bills as requested by the Administrator, Chief Financial Officer or other appropriate representative of the Municipality.


4. The Municipality agrees that it will solicit the cooperation of all Municipality officials and give access to its records so as to allow Bond Counsel to collect such data and information as may be necessary in order to perform the services described in Paragraph 1 above.

5. It is hereby agreed between the parties that subsequent to the performance of services of a nature authorized by this Contract and submission of vouchers in proper form, Bond Counsel shall be entitled to payment within 35 days of the presentation of the voucher unless legitimate challenge by the Mayor, Administrator, Chief Financial Officer and/or a majority of the members of the governing body is made and that interest shall accrue at the prevailing rate from said date if not paid.

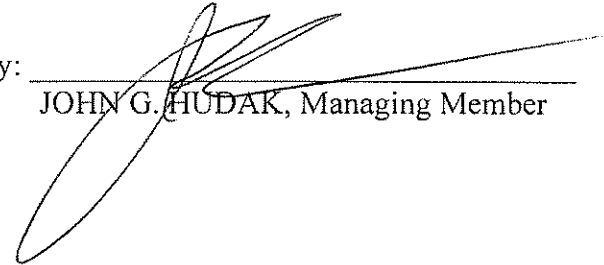
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper officers and their seal to be hereto affixed, the day and year first above written.

SIGNED, Sealed and Delivered
in the presence of or Attested by:

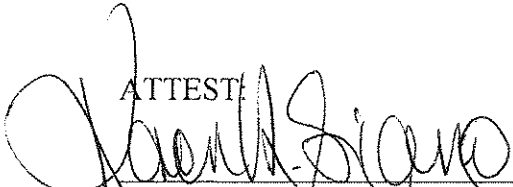
LAW OFFICE OF JOHN G. HUDAK, ESQ., LLC.



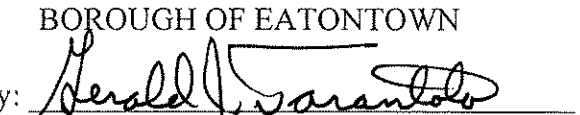
Witness

By: 

JOHN G. HUDAK, Managing Member

ATTEST:


KAREN R. SIANO, MMC, Clerk

BOROUGH OF EATONTOWN
By: 

Gerald J. Sarantolo, Mayor

(SEAL)