



**2018**  
**AGREEMENT for**  
**CONTINUING DISCLOSURE and**  
**INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

**THIS AGREEMENT**, made and entered into on this 1 day of January, 2018 ("Agreement") by and between Barnegat Township, 900 West Bay Avenue, Barnegat, NJ 08005-1298 (the "Issuer"), and Phoenix Advisors, LLC, 4 West Park Street, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services document.

**WITNESSETH:**

**WHEREAS**, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") in connection with one or more bond issuances to provide certain financial and other information and notices, within specified timeframes, in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

**WHEREAS**, Phoenix Advisors provides continuing disclosure agent services and has heretofore been appointed by the Issuer to provide the same until the expiration of this Agreement, as defined in Section 4 herein; and

**WHEREAS**, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to provide such municipal advisory services until the expiration of this Agreement, as defined in Section 4 herein; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

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. Phoenix Advisors, exercising its duties of care and loyalty, will perform, inter alia, the tasks described in the Scopes of Services summarized and attached hereto.

Section 2. The Bond Issuer will compensate Phoenix Advisors for services provided in accordance with this agreement, as more particularly set forth below:

**Continuing Disclosure Agent Service:**

\$950 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding issue, if any, for which filings may be required, and \$200 for each new bond issue set up during the year. The setup fee will be invoiced at the time the new bonds are issued.

**Independent Registered Municipal Advisor**

There is no separate fee charged by Phoenix Advisors for being designated as your Independent Registered Municipal Advisor ("IRMA"). As your IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, preliminarily review financing proposals, or prepare preliminary project analyses. A separate fee addendum to this Agreement will be provided for your acknowledgement if you choose to have Phoenix Advisors involved in a debt issuance, to undertake an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance. Our goal is to be available to you and to add value when you need our expertise.

Section 3. Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority with respect to any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility with respect to federal securities laws and represents its intention to comply in all respects with federal securities laws.

Section 4. This Agreement, as to continuing disclosure services and municipal advisory services, is subject to annual renewal, and may be terminated by either the Issuer or Phoenix Advisors upon 30 days' prior written notice.

Section 5. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** The Issuer has caused this Agreement to be duly executed by its authorized representative and has caused its corporate seal to be hereto affixed, and Phoenix Advisors has caused this Agreement to be duly executed by an authorized party as of the day and year first above written.

Barnegat Township

By: Frank Caputo

Name: Frank Caputo

Title: Mayor

PHOENIX ADVISORS, LLC

By: Anthony P. Inverso

Name: Anthony P. Inverso

Title: Senior Managing Director