



**2021
AGREEMENT
for
CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, valid for the calendar year noted above, (the "Agreement") by and between Barnegat Township, 900 West Bay Avenue, Barnegat, NJ 08005-1298 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

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 specific financial and other information and notices, within specified timeframes, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent 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 be its Independent Registered Municipal Advisor ("IRMA") and to offer such municipal advisory services as may be requested 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 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs and as specified under the Rule, including any required posting of any material event ("Event") notices.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
 - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule, unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
 - i. **Codify Issues That Are Subject to Continuing Disclosure**
To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
 - ii. **Security Set-up**
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security set-up applies our database functionality to your issues.
 - iii. **Review Data contained in Official Statements**
The Disclosure Agent will review the Issuer's Official Statements for information concerning disclosure obligations and discuss the filing or reporting obligations with the Issuer. Our review will include other financial obligations undertaken of which we are made aware.
 - iv. **Monitor, React, and Meet Filing Deadlines**
The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary



documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

v. **File Financial and Operating Data to Meet Your Obligations**

In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the Issuer and other of the Issuer's retained professionals.

vi. **File Documents Uniformly, Accurately, and Promptly**

EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.

The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.

vii. **Confirm Filings to Client Promptly**

The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.

viii. **Coordinate and Submit Voluntary Information**

Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.



- ix. **Monitor Need for Material Events and Timely Filing of Notices**
There is a significant list of items that regulators deem to be Events, whose incurrence requires a notice to be posted within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.
- x. **Actively Monitor Issuer Rating Changes**
Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.
- xi. **Monitor Bond Insurer and Program Rating Changes**
If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.
- xii. **Provide a Comprehensive Report Each Fiscal Year**
We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.
- xiii. **Acceptance of Annual Report**
The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure Agent within ten (10) business days any error, discrepancy, omission, or concern relating to the Annual Report's accuracy or completeness.

We, the Issuer, and Phoenix Advisors agree that after ten (10) business days, without notice from the Issuer, the Annual Report is accepted



by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, as set forth below:
 - i. \$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
 - ii. \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
 - iii. \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
 - iv. All fees are accumulated and invoiced toward the end of the relevant year.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning municipal securities issuance be licensed and regulated by the SEC and the MSRB to provide any such advice.
 - i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
 - ii. Phoenix Advisors professionals are Series 50 licensed and, as appropriate, a Series 54 license. Importantly, all licensees are subject to a continuing education protocol.
 - iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.



- II. There is no separate fee, financial cost, or obligation concerning the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer as-requested.
 - iv. The Issuer, through the designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
 - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases, or bank loans the Issuer may embark.
- III. When, and if, the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, then a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgment.

Section 4 – AGREEMENT TERM AND CONDITIONS

- I. Phoenix Advisors nor any individual representing Phoenix Advisors possess any authority concerning 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 concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be governed by the laws of the State of New Jersey.



SCOPE OF SERVICES – DEBT ISSUANCE

To assure that you have a complete understanding of an entire transaction Phoenix Advisors, LLC (the "Municipal Advisor"), is active at each juncture of your transactions to personally and professionally guide you and respond to your concerns and questions. Below is an outline of services that may be provided during the financing process. This outline is not finite – we expect to do those things necessary and appropriate to bring your transaction to a successful conclusion.

I. Plan Strategy and Structure

The Municipal Advisor will research and analyze your outstanding debt to craft a financing solution that satisfies your needs now and into the future. Among the services that are provided to achieve these goals are:

- a. Identify and analyze
 - i. Review relevant financing structures, options and concepts.
 - ii. Make recommendations to you based upon cost-benefit and market analysis.
- b. Develop and put forward a sound plan of finance.
 - i. Construct analyses.
 - ii. Make recommendations concerning maturity structure, credit enhancement, early redemption features, and more.
 - iii. Address existing financial strengths, weaknesses, and growth patterns.

II. Coordinate the Financing Process

The Municipal Advisor coordinates the many steps of your transaction adding organization and capability to the financing process. The Municipal Advisor will:

- a. Establish a Timetable that outlines key events, dates and responsibilities and maintain a contact list of transaction participants.
- b. Coordinate the financing by, as appropriate, scheduling meetings, assigning work product responsibility, and communicating with finance team members.
- c. Assist in obtaining the approval of oversight entities, if needed, by making appropriate application and clear and concise presentations.
- d. Provide practical business, not legal, advice as to critical components and appropriate language of financing documents to aid in their completion and market acceptance.
- e. Assist in preparation of the offering document, i.e. the Official Statement
- f. Ensure that the current needs and requirements of investors, insurers, and bidders are met by the contents of the document.
- g. Develop a rating agency strategy and prepare a comprehensive rating presentation to obtain a rating that best reflects your overall financial position.
- h. Evaluate and recommend required or value-added third-party services and products.



III. Execute the Plan

When your transaction is ready for sale, whether competitive or negotiated, your Municipal Advisor take many valuable steps the goal of which is to achieve the appropriate interest cost and successful closing. Among these steps are:

- a. Provide statistics and points of reference
 - i. Gauge the overall market climate.
 - ii. Monitor the market
 - iii. Provide a recommendation for timing of your sale
 - iv. Work to schedule your debt offering under the most advantageous market conditions available.
- b. Present information to potential investors and bidding underwriters
 - i. Alert them of your debt offering and its characteristics.
 - ii. As appropriate, coordinate and conduct to present the financing to investors.
 - iii. Act to bolster demand in the market.
- c. Assemble valuable statistics and comparisons proximate to your sale
 - i. Assist in evaluating the interest rates received
 - ii. Assure understanding of recommendations made concerning the sale.
- d. Be active in your sale
 - i. Coordinate day of sale activities
 - ii. Providing real-time translation of events during competitive bid submission.
 - iii. In negotiated transactions, have active dialogue with underwriters during the interest setting process in juxtaposition to their interests to guard yours.
- e. After the sale
 - i. Coordinate and monitor details of your closing.
 - ii. Prepare memorandum directing the movement of funds.
- f. If requested, provide information about the effective investment of the transaction's proceeds. The Municipal Advisor can serve as your agent in obtaining investments



designed to match your need for funds. In either capacity, the Municipal Advisor will not act as an investment manager.

IV. Follow-Up Reporting and Analyses

Our relationship with you is an ongoing process, not just a single transaction. As Municipal Advisor we stay by your side after closing. We will:

- a. Provide a permanent laminated debt service schedule, a clear presentation of your debt service requirements to be used during budget preparation and on debt service payment dates.
- b. Create reports and analysis summarizing your transaction suitable to share, as you may choose, with others.
- c. Monitor current debt for the opportunity to save through a refinancing.
- d. Alert you of a drop-off in debt service allowing you to layer in new debt.
- e. Review financing proposals presented to you.
- f. Regularly provide updates on the economy.
- g. Always be available to consult with you concerning any questions that arise.

SCOPE OF SERVICES - CONTINUING DISCLOSURE

Phoenix Advisors, LLC (the "Disclosure Agent") will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under Rule 15c2-12 (the "Rule"), including the required filing of certain events requiring an event notice ("Event Notice(s)").

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success in assisting the Issuer to maintain compliance with its CDAs and requirements of the Rule.

I. Issuer's Responsibilities

- a. Make all documents required to be filed under its CDAs available, if available, to the Disclosure Agent at least 48 hours prior to the deadline in their CDAs.
- b. Notify the Disclosure Agent, within 10 calendar days, of the occurrence of any event requiring the filing of an Event Notice under the Rule or its CDAs of such event. The events requiring such notification are:
 - i. Principal and interest payment delinquencies;
 - ii. Non-payment related defaults, if material;
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - v. Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - vii. Modifications to rights of security holders, if material;



- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

II. Disclosure Agent's Services

a. Codify Issues That Are Subject to Continuing Disclosure

- i. Disclosure Agent when initially engaged will obtain and examine the Issuer's Official Statements relating to its outstanding bond issues to research the requirements found in the CDAs.
- ii. Review the Issuer's financial statements for information concerning debt and lease obligations and other relevant obligations.
- iii. Discuss with the Issuer its filing and or reporting obligations.

b. Security Set-up

- i. Enter into our proprietary database details of each outstanding bond issue and financial obligation with filing requirements.
- ii. All database functions will be applied to each outstanding bond issue and financial obligation with filing requirements.
- iii. An initial Required Filing Report will be provided to the Issuer to review and confirm for accuracy.
- iv. On an ongoing basis, enter into our database new issues and obligations of which we are made aware by the Issuer.

c. Monitor, React, and Meet Filing Deadlines

- i. Actively monitor the Issuers unique deadlines to ensure timely filing of required documents.



- ii. The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites.
 - iii. Our database will produce messages to alert the Issuer sufficiently in advance of approaching filing deadlines of documents required to satisfy filing obligations.
 - iv. The Disclosure Agent will follow up telephonically with the Issuer regarding missing documents.
- d. File Financial and Operating Data to Meet Your Obligations
 - i. File Operating Data in addition to filing Audited Financial information.
 - ii. The Disclosure Agent will work with the Issuer to assure that Operating Data filed meets the requirements of the Issuers CDAs.
 - iii. If this process requires collaboration with other of the Issuer's retained professionals any fees of those professionals are solely the responsibility of the Issuer.
- e. Confirm Filings to Client
 - i. MSRB provides submission confirmations for all disclosure filings made on EMMA. These are forwarded electronically to the Issuer.
 - ii. It is the responsibility of the Issuer to review for accuracy and completeness and retain copies of submission confirmations in its files.
 - iii. The Disclosure Agent records EMMA filings in its database.
- f. File Documents Uniformly, Accurately, and Promptly
 - i. The Disclosure Agent uses consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology of data.
 - ii. Filings are associated with the appropriate CUSIP numbers on EMMA.
 - iii. The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt.
- g. Coordinate and Submit Voluntary Information
 - i. The Disclosure Agent will in concert with the Issuer identify relevant documents not required to be filed under the Issuer's CDAs and file them as voluntary submissions on EMMA.
 - ii. These may include, among others: budgets, debt statements, and unaudited financials.
- h. Material Events and Timely Filing of Notices.
 - i. The Rule requires the Issuer to file on EMMA certain Event Notices on EMMA of events delineated in the Rule. It is the Issuer's responsibility to make the Disclosure Agent aware of the of any such event within ten (10) calendar days of the event.
 - ii. The occurrence of an event may not be apparent to the Disclosure Agent. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable event.



- i. Issuer Rating Changes
 - i. Rating changes are events which require notice to be filed on EMMA.
 - ii. Proactively, the Disclosure Agent s monitors rating agency news and web sites for rating changes that affect the Issuer and the appropriate Event Notices are filed on EMMA.
 - iii. Issuers are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Issuer to notify the Disclosure Agent when it is so notified by the rating agencies.

- j. Monitor Bond Insurer and Program Rating Changes
 - i. If a municipal bond carries bond insurance or is supported by a state program, e.g., a school bond enhancement program, a rating change applied to such insurer or program requires an Event Notice be filed for all bonds that are supported by that insurance or program.
 - ii. These types of rating changes are monitored by the Disclosure Agent to determine which, if any, of our clients' bonds are affected based on the original offering documents, and the appropriate Event Notices are filed. It is also incumbent upon the Issuer to notify the Disclosure Agent of such rating changes.

- k. Provide a Comprehensive Report of Filings
 - i. The Disclosure Agent prepares a continuing disclosure report ("CD Report") each year that shows every issue on which there is a continuing disclosure obligation, every required filing, and every Event Notice filed on the Issuer's behalf during the year.
 - ii. The CD Report recaps a five (5) year history of the Issuer's filings.
 - iii. The CD Report is separate from the filing confirmation sent to the Issuer when each filing is made by the Disclosure Agent on EMMA.
 - iv. The Issuer must carefully review said CD Report and relay to the Disclosure within ten (10) calendar days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the CD Report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Issuer, the CD Report is accepted by the Issuer as accurate and complete.
 - v. Prior to the publication of an offering document relating to municipal securities, the Disclosure Agent, if made aware of such offering, will prepare an interim CD Report, for the Issuer to review and acknowledge as complete and accurate.
 - vi. Such CD Report will provide the basis for certain disclosures in the offering document. The Disclosure Agent, bond counsel and other interested parties are entitled to rely on such acknowledgement.
 - vii. An accurate record relating to the 5-year timeframe is important to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.