

TERM OF CONTRACT: ONE (1) YEAR				
NUMBER OF RESPONDENTS:				
NAME OF BIDDER				
ADDRESS				
CITY, STATE, ZIP				
CONTACT NAME				
TELEPHONE				
FAX				
E-MAIL				
STOCKHOLDER DISCLOSURE STATEMENT				
REQUIRED EVIDENCE EEO/AFFIRMATIVE ACTION REGULATIONS QUESTIONNAIRE				
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA				
NJ BUSINESS REGISTRATION CERTIFICATE				
NON-COLLUSION AFFADAVIT				
AFFIRMATIVE ACTION STATEMENT				
AMERICANS WITH DISABILITIES ACT OF 1990 LANGUAGE				
CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS				
DISCLOSURE OF INVESTED ACTIVITIES IN IRAN				
EIC				
60-DAY EXTENSION COMPLIANCE				
EXCEPTIONS (IF ANY)				
CERTIFICATE OF INSURANCE				
WILLING TO PROVIDE PRIORITY EMERGENCY SERVICES				
W-9				
HOURLY RATES				
FATAL FLAW				

COST PROPOSAL

Kutak Rock prides itself on providing flexible compensation options for its clients. To that end, for any financing for which the City serves as issuer, the firm would be willing to work on an hourly basis (whether or not subject to a cap); a fixed-fee basis; a fee based on financing size; or any combination that best meets the needs of the City.

We understand that those needs may not be fully apparent until a specific transaction is structured or sometimes until after a transaction has commenced. Again, with the flexibility we provide our clients, we would be pleased to make alternate fee arrangements whenever the circumstances warrant.

The firm does not require a retainer from its public finance clients. We would be pleased to provide services upon request and simply bill the City according to any method previously agreed upon.

Hourly Rates. Hourly rates for Kutak Rock professionals are commensurate with the training and experience of each person. Standard hourly rates for members of the proposed working group are as follows:

Attorney	Hourly Rate
Jeffrey Blumenfeld	\$375
John. A. Henry, Jr.	\$335
Mitchell J. Bragin	\$450
Alicia A. Terry	\$385
David S. Lu	\$350

However, for purposes of demonstrating our interest in this opportunity, we would propose a uniform hourly rate for all attorneys of \$295.

Expenses. We understand and accept that the City will not reimburse its bond counsel for travel expenses. We would, however, expect to be reimbursed for other out-of-pocket expenses incurred by us in the course of providing services. Such expenses would include costs of document reproduction, overnight deliveries, outgoing faxes, postage and electronic legal research (if necessary). Additionally, we would expect the City to bear the cost of document transcripts. We would be willing to negotiate a cap on expenses on a deal-by-deal basis.

Law: What Attorneys Need to Know," in which they made a presentation and spoke on the following issues:

William Mayer's presentation:

- Municipal Borrowing Under the Local Bond Law and the Local Budget Law
- The Effect of the Tax Levy Cap on Local Governments

Jeffrey Kramer's presentation:

- IRS Audits
- Post Issuance Tax Compliance

5. ***Disbarred Statement.***

DeCotiis, FitzPatrick & Cole, LLP hereby states and affirms that neither the firm nor any individuals assigned to this engagement are disbarred, suspended or otherwise prohibited from professional practice by any federal, state, or local agency.

6. ***Affirmative Action Statement.***

Our firm is in compliance with all applicable affirmative action or similar requirements with respect to our business activities. Attached under **Exhibit D**, please find a copy of our firm's Certificate of Employee Information Report.

7. ***Non-Collusion Affidavit.***

Attached hereto as **Exhibit D**, please find an executed and completed Non-Collusion Affidavit.

8. As per the RFP, DeCotiis, FitzPatrick & Cole, LLP hereby states that it will comply with the General Terms and Conditions required by the City and enter into the City's standard Professional Services Contract upon receipt and review of same.

9. ***Business Registration Certificate.***

Under **Exhibit D**, please find a copy of the Firm's Business Registration Certificate.

COST PROPOSAL

We propose the following fee structure for bond counsel services; we will, however, be more than willing to tailor a fee structure that meets the City's needs:

A. For services rendered or in connection with each bond sale, a fee of \$3,500.00 plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than one (1) series of bonds issued, there will be a charge of \$1,000 for each additional series.

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

\$500.00 for each single purpose ordinance and \$675.00 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, or if a multipurpose ordinance includes more than four (4) separate purposes, there will be additional fees to be charged at the hourly rates reflected in paragraph (D).

C. The fee for any temporary financing, including, but not limited to bond anticipation notes, tax anticipation notes, special emergency notes and emergency notes, shall be billed at the hourly rates reflected in paragraph (D), with a minimum fee of: \$.50 per thousand dollars of notes issued up to \$15,000,000 and \$.40 per thousand dollars of notes issued in excess of \$15,000,000, plus, if more than one (1) series of notes are issued, \$500 for each additional series.

D. Services rendered beyond the scope of those described above will be billed at the hourly rates of \$120.00 to \$250.00 per hour depending on the attorney or legal assistant involved as follows:

<u>Name</u>	<u>Hourly Rate</u>
William R. Mayer, Esq.	\$250.00
M. Jeremy Ostow, Esq.	\$250.00
Jeffrey G. Kramer, Esq.	\$250.00
Matthew C. Karrenberg, Esq.	\$230.00
Dianne Cappiello, Legal Assistant	\$120.00
Teresa Zaleski, Legal Assistant	\$120.00

Such services may include attendance at meetings, participation in extensional conference calls, preparation or review of a Preliminary Official Statement and Official Statement, attention to any litigation that may occur, arbitrage and tax analysis, review of applications for investments of bond or note proceeds in State and Local Government Series federal obligations, services in connection with bond insurance, a letter of credit or other credit enhancement or in connection with the sale of minibonds or any other matters as directed by the City. If the Bond sale involves the sale of obligations to the United States Department of Agriculture, Rural Development, or an application to the Local Finance Board, such services will be billed at the hourly rates set forth above, with a minimum fee of \$1,500.00, and if the Bond sale involves participation in a New Jersey Environmental Infrastructure Trust financing, such services will be billed at the hourly rates set forth above, with a minimum fee of \$2,500.00.

E. In the event of a refunding bond issue providing for an escrow agreement to provide for the payment of a prior issue of bonds, there will be an additional fee of \$5,000.00 for a single refunded bond issue and \$2,500 for each additional refunded issue in addition to the fees described herein.

F. In the event of services rendered to the City the cost of which is reimbursed by a private entity, such as in connection with redevelopment projects, services shall be billed at the hourly rates for attorneys and for paralegals as established by Bond Counsel from time to time for its private clients.

concerning the submission of bids for the bonds or notes in accordance with the notice of sale and the requirements of law. After the bond or note sale, Counsel will prepare the bonds or notes for execution, will prepare and see to the execution of the necessary closing certificates, including the continuing disclosure undertaking of the Client, and will establish the time and the place for the delivery of the bonds or notes to the successful bidder. Counsel will coordinate the closing, at which time the bonds or notes will be delivered, payment will be made for the bonds or notes, and Counsel will issue a final approving legal opinion with respect to the validity and binding effect of the bonds or notes, the source of payment and security for the bonds or notes and the excludability of interest on the bonds or notes from gross income for federal and New Jersey income tax purposes, if applicable.

D. Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or notes and the investment of the proceeds thereof.

E. Counsel will provide such other services as may be requested from time to time by the Client including any referendum, validation proceedings or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

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

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

B. For services rendered in connection with (i) the preparation or review of each bond ordinance and (ii) the compiling and review of a certified record of proceedings in connection therewith, an aggregate fee of \$600.

C. For services rendered in connection with each note sale, a fee equal to the hourly rates reflected in paragraph I(2)(G), with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 but not less than \$800. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

D. For services rendered in connection with arbitrage compliance and related tax analysis, a fee of \$250.

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

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F. 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 \$5,000 for each refunded issue.

G. Services rendered on an hourly basis, including preparation of an application to and an appearance before the Local Finance Board, attendance at meetings, litigation, continuing disclosure undertakings and preliminary and final official statement or other offering or disclosure document work, will be billed at the blended hourly rate of \$215 per hour for attorneys and \$135 per hour for legal assistants. Counsel shall not charge the Client for administrative work and services performed by secretarial staff.

H. 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, the fee for services to be charged shall be based on the hourly rates as set forth in paragraph I(2)(G).

I. 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 Client, shall be added to the fees referred to in this Agreement and shall be itemized in each invoice presented to the Client.

II. Redevelopment, Environmental, Litigation and Non-Public Finance Services

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services"), (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services") or (iv) any other legal services, such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rates set forth in paragraph I(2)(G). Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$325 for attorneys and \$180 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I).

COST PROPOSAL

Proposed Fee Schedule for Bond Counsel to the City of Trenton:

<u>Amount of Bonds</u>	<u>Base Fee</u>
\$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 City of Trenton and Bond Counsel.

General Public Finance and Tax Advice/Official Statement Preparation/Review

The hourly rate for professional and paraprofessional legal services for the City of Trenton will be:

Shareholders (Partners)	\$255-\$280
Counsel, Of Counsel	\$230-\$270
Senior Associates	\$230-\$270
Associates	\$175-\$225
Paralegals/Law Clerks	\$95

Additional Fees

In addition to legal services, our invoices will include any out-of-pocket expenses attributable to a specific client matter. Out-of-pocket expenses generally include, but are not limited to postage, photocopying and complex document production, fax transmissions, courier services, online research, travel expenses, filing, recording, certification and registration fees charged by governmental bodies.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the client will be submitted on a monthly basis, together with an appropriate voucher for payment.

prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Unless requested otherwise, Bond Counsel will forward the notes and closing papers for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide legal services, prepare the necessary documentation and review and comment upon all documents in connection with any financing by the City.

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

A. For services rendered or in connection with each bond sale, a fee of \$5,000, plus \$1.00 per thousand dollars of bonds issued. Time relating to the review of the Official Statement, the continuing disclosure document, other disclosure documents and tax work will be billed at the hourly rates described in Section 3F below. There will also be an additional fee of \$2,500 for each additional series of bonds.

B. For services rendered in connection with the preparation of each bond ordinance, a fee of \$400 for each single purpose ordinance and \$650 for each multipurpose ordinance. If the preparation of the ordinance involves consultations, meetings or discussions that are out of the ordinary, that is, services that are not described in Section 2 hereof such as attendance at meetings, attention to litigation or other matters described in Section 3F, 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 \$.85 per thousand dollars of bond anticipation notes and \$.85 per thousand dollars of tax anticipation notes issued, with a minimum fee of \$2,500 for bond anticipation notes and tax anticipation notes. If additional services are required, such as with issues involving advance refundings or the review of numerous ordinances, the additional time required will be billed at the hourly rates described in Section 3F below.

D. In the event that a Letter of Credit or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee based on the responsibility assumed and time involved will be billed at the hourly rates described in Section 3F below.

E. In the event of a refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal

Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 in addition to the fees described herein.

F. Services rendered beyond the scope of those described above will be billed at the hourly rates in effect when the services are rendered. The present hourly rates range from \$85 to \$150 per hour depending on the paralegal or attorney involved. Such services include, but are not limited to, attendance at meetings, work involved in the preparation or review of the Official Statement and a continuing disclosure agreement, if applicable, for a bond sale or the review or the preparation of an Official Statement and a continuing disclosure agreement, if applicable, for a bond anticipation note sale, diligence for a multipurpose bond ordinance, review of authorization proceedings for a bond ordinance, preparation of prequalification packages for bond insurance, preparation of a rating agency package, analysis of any credit enhancement facility, the preparation or review of a Local Finance Board application, tax work, attention to any litigation that may occur, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations or open market securities, any other legal services the City wishes WG&S to perform, and the preparation of the necessary documentation required by the MCIA and reviewing and commenting upon all MCIA documentation in connection with any financing undertaken by the City through the MCIA.

G. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or this Agreement is terminated prior to the sale of bonds, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary at-cost disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express or overnight delivery charges and postage costs, newspaper publication costs and the costs of printing official statements, telecommunications, filing fees, book binding, messenger service or other costs advanced on behalf of the City.

I. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

4. Bond Counsel and the City 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 Subsection 3.4(d) of the Regulations.

Kraft & Capizzi, LLC

Additionally, Mr. Kraft and Mr. Capizzi co-founded Americans Calling for Truth NOW (ACT NOW) to shepherd a national, nonpartisan grassroots movement in support of tax exempt

Mr. Kraft and Mr. Capizzi designed and taught an introductory public finance class for the Rutgers University Center for Government Services School of Continuing Studies, which offers a variety of classes to train finance officers in fiscal operations. Mr. Kraft and Mr. Capizzi expect to develop and teach more advanced classes that will be offered in the future.

It is a part of the Firm's practice to organize and host seminars, for which Continuing Education Credits ("CEC") may be available to attendees, highlighting matters of current interest and debate in public finance. Clients of the Firm may send two representatives to any of these seminars without charge.

CLIENT SUPPORT

Please be advised that the fee agreement proposed herein reflects a special fee structure that the Firm has adopted for the benefit of New Jersey's most financially distressed municipalities. This special fee structure reduces the Firm's regular blended hourly rate of \$250 for attorneys to \$120, which is greater than a 50% discount. Also, the firm does not bill for time spent transitioning when gaining a new appointment.

A copy of the Firm's proposed fee agreement, which indicates all services that will be performed as Bond Counsel and Special Tax Counsel, and the fees to be charged, is attached hereto as Exhibit "F".

FEE STRUCTURE

The Firm maintains 1,600 square feet of office space equipped with the most current technological resources necessary to effectively and efficiently serve its clients. The Firm uses email and scanning technology to facilitate 1) quick and comprehensive office communications between the Firm's attorneys, staff and clients, and 2) the conservation of paper by maintaining electronic files in addition to paper files as required by the New Jersey Court Rules and Rules of Professional Conduct. This "green" policy also enables the Firm's attorneys and staff immediate, 24/7 remote access to all client files which are stored and maintained on the Firm's secure computer system.

Each of the Firm's attorneys and staff take pride in their work and enjoy reputations as pleasant individuals who are responsive and produce a high-quality, professional work product.

The Firm also hosts seasonal interns from Rutgers University each academic semester. The Firm instituted its internship program in collaboration with Rutgers in 2013, which enables undergraduate students to earn college credit for their experience working at the Firm. The Firm is pleased to welcome Wesley Burkle and Thomas Shanoski during the Fall 2014 Semester.

D. When the City determines to issue bonds anticipation notes or tax anticipation notes, Bond Counsel will prepare any necessary resolutions to authorize the sale of such notes and will submit them to the City Clerk. When the purchaser and the details of the notes have been determined, Bond Counsel will prepare the notes for execution and will prepare the appropriate closing certificates and an approving legal opinion with respect to the notes. Normally, it is not necessary for Bond Counsel to attend the closing for the notes. Unless requested otherwise, Bond Counsel will forward the notes, closing papers and approving legal opinion to the appropriate City officer for execution and delivery.

E. Bond Counsel will provide basic advice in regard to the effect of the federal arbitrage regulations on the issuance of bonds or bond anticipation notes and the investment of the proceeds thereof.

F. Bond Counsel will provide basic advice in regard to compliance with Rule 15c2-12 of the Securities and Exchange Commission.

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

A. For services rendered or in connection with each bond sale, a fee of \$3,500.00 plus \$1.00 per thousand dollars of bonds issued.

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 \$400.00 for each single purpose ordinance and \$600.00 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 and paralegals providing such services, as listed on Schedule A attached thereto. 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 closing, shall be billed at the hourly rates as listed on Schedule A attached hereto, with a minimum fee of \$750.00.

D. Written post issuance tax compliance procedures will be provided by the Firm at the request of the CFO at a fixed cost of not more than \$5,000 for a template; with any modifications thereto billed at the Firm's normal hourly rates which are attached hereto as Schedule A.

E. Services rendered beyond the scope of those described herein will be billed at the hourly rates for attorneys and paralegals as listed on Schedule A attached hereto. Such hourly rates range from \$80.00 to \$275.00 per hour depending on the attorney or paralegal involved. Such services may include attendance at meetings, all work required in connection with any financing through a borrowing through the New Jersey Environmental Infrastructure Trust Program, extraordinary work involved in the preparation of the Official Statement, attention to any litigation that may occur, complicated arbitrage analysis, implementation of

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procedures required by IRS Circular 230 or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations. If the Bond sale involves the sale of minibonds, the sale of obligations to the United States Department of Agriculture, Farmers Home Administration, or an application to the Local Finance Board, such services will be billed at the hourly rates as listed on Schedule A attached hereto, with a minimum fee of \$750.00. In the event that bond insurance, a letter of credit or similar credit enhancement facility is used in connection with a bond issue, an additional fee based on the responsibility assumed and time involved will be charged.

F. In the event of a refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will a fee of \$10,000.00 in addition to the fees described herein.

G. In the event that a bond sale is held but all bids are rejected or the sale is canceled, the fee to be charged shall be a reasonable one, based on the services performed.

H. Customary disbursements for postage, telephone, photocopying, travel and out-of-pocket expenses shall be added to the fees referred to in this Agreement.

I. This Agreement shall be for a term of one (1) year, commencing on the date hereof, unless terminated earlier by written notice from either party to the other party.

4. During the performance of this Agreement, Bond Counsel agrees as follows:

A. Bond Counsel will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. Bond Counsel 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 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bond Counsel 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 non-discrimination clause;

B. Bond Counsel will in all solicitations or advertisements for employees placed by or on behalf of Bond Counsel, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

C. Bond Counsel, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of Bond Counsel's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;

firm is committed to representing government entities and to providing superior legal services to all of our local government clients.

With three offices located in New Jersey (Trenton, Mt. Laurel, and Holmdel), the public finance attorneys are readily and immediately available to attend any meetings that are required to serve the City, including daytime meetings with the administrative staff and evening City meetings. If as a result of these meetings immediate action is required by the City, then our nearby office locations permit us to promptly provide any necessary legal service with the full support of the firm's staff and resources. Our convenient office locations in Mount Laurel and Trenton also allow us to be readily available to attend meeting with the NJEIT, the New Jersey Department of Environmental Protection and the Local Finance Board.

Additional information about Capehart Scatchard as well as copies of the Firm's Certificates of Liability Insurance may be found at Attachment 3.

Proposed fees

As Bond Counsel, we generally bill our clients at the conclusion of the financing based upon a fixed schedule of fees plus out-of-pocket disbursements. For the City of Trenton, we propose the following fee schedule:

- A. For services rendered in connection with each bond sale, a fee equal to \$4,000.00 plus \$0.85 per thousand dollars of bonds issued.
- 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 \$450.00 for each single purpose ordinance and \$600.00 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.
- C. For any temporary financing involved a private placement and not involving numerous notes, preparation of an Official Statement, complicated arbitrage analysis, investment yield restrictions or attendance at closing, a fee of \$0.75 per thousand dollars of notes issued, with a minimum fee of \$1,000.00.
- D. Services rendered beyond the scope of those described above will be billed at the hourly rates for attorneys and paralegals in effect when the services are rendered. The present hourly rates range from \$65.00 to \$205.00 per hour depending on the attorney or paralegal involved. Such services may including attendance at meetings, extraordinary work involved in the preparation of the Official Statement, attention to any litigation that may occur, complicated arbitrage analysis or applications to the Federal Reserve Bank for investments of bond or note proceeds in State and Local Government Series federal obligations. In the event that bond insurance, a letter of credit or similar credit enhancement facility is used in connection with a bond issue, an additional fee based on the responsibility assumed and time involved will be charged.
- E. In the event of a refunding bond issue providing for an escrow agreement and an investment of the proceeds consistent with the restrictions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000.00 in addition to the fees described herein.

Capehart Scatchard