

CONTRACT FOR LEGAL SERVICES**CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY
AND
GEORGE G. ROSENBERGER, JR.**

THIS AGREEMENT made this 19 day of February, 2013, is between the Carneys Point Township Sewerage Authority, 303 Harding Highway, Carneys Point, NJ 08069 (Authority) and George G. Rosenberger, Jr., 18 North Main Street, Woodstown, NJ 08098 (Attorney).

BACKGROUND

WHEREAS, the Authority requires legal services; and

WHEREAS, the Attorney has agreed to provide said legal services; and

WHEREAS, the Authority desires to retain the Attorney for a term of three (3) years as provided in *N.J.S.A. 40:14A-5* from February 1, 2013 through January 31, 2016 subject to the terms and conditions hereinafter described.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

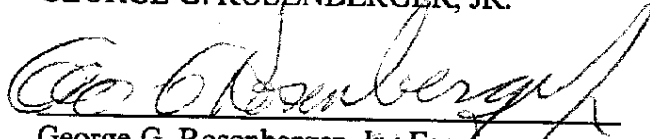
1. The Attorney shall perform all legal services for the Authority at the Authority's request and direction.
2. The Attorney will be paid a retainer of seven thousand eight hundred dollars (\$7,800) for the years 2013, 2014, 2015 and January 2016. This retainer shall be paid in monthly installments of six hundred fifty dollars (\$650) and will cover all legal advice for routine business and attendance at twelve (12) monthly Authority meetings. Resolutions and general correspondence required to handle regular business are included in the retainer.
3. Litigation, special meetings, regulatory proceedings, and applications requiring special services beyond fees to be charged against escrow will be billed at the rate of one hundred seventy-five dollars (\$175) per hour for the term of the contract. Escrow charges for review fees are not included in the retainer but will be billed at the hourly rate for the year such services are provided.
4. The Attorney will not charge for normal office expenses such as regular postage and telephone calls; however, extraordinary copying and other exceptional expenses will be billed at the Attorney's cost.

5. The Attorney has registered with the State of New Jersey and the Business Registration Certificate is attached hereto.
6. The Attorney has submitted a Certificate of Employee Information Report to the State of New Jersey and State Treasurer has approved said report which is attached hereto.
7. During the performance of this contract, and if appropriate and required by law, Attorney agrees as follows:
 - i. Attorney, 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 or sex. Except with respect to affectional or sexual orientation, Attorney 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Attorney 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.
 - ii. Attorney, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.
 - iii. Attorney, where applicable, will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Attorney's commitments under *N.J.A.C. 17:27-1, et seq.*, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. Attorney, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

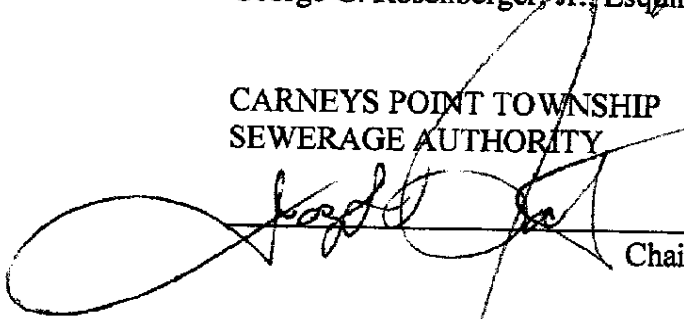
- v. Attorney agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to *N.J.A.C. 17:27-5.2* promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time
- vi. Attorney agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that he does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and the he will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- vii. Attorney 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.
- viii. Attorney 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, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- ix. Attorney shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (*N.J.A.C. 17:27-1, et seq.*).
- x. Attorney will comply with the requirements of American Disabilities Act where applicable.

xi. Attorney will comply with the requirements of *N.J.S.A. 19:44A-20.4, et seq.* (Pay to Play).

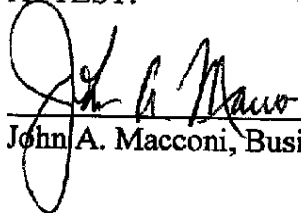
GEORGE G. ROSENBERGER, JR.


George G. Rosenberger, Jr., Esquire

CARNEYS POINT TOWNSHIP
SEWERAGE AUTHORITY


Chairman

ATTEST:


John A. Macconi, Business Manager

Carneys Point Sewer R8542 Contract