

**CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY**

**RESOLUTION 2024-35**

**Resolution Authorizing Proposal from Phoenix Advisors, LLC**

**WHEREAS**, The Carneys Point Township Sewerage Authority (“CPTSA”) is in need of a financial advisor to assist it in connection with obtaining funding for the sewer expansion project; and

**WHEREAS**, Phoenix Advisors, LLC has submitted a proposal for such services in the amount, not to exceed, \$195.00 per hour; and

**WHEREAS**, due to the fact that this is a professional service, bidding is not required under the Local Public Contracts Law; and

**WHEREAS**, the CPTSA has reviewed the proposal set forth by Phoenix Advisors, LLC and approves it.

**NOW THEREFORE, BE IT RESOLVED** by the CPTSA that the proposal submitted by Phoenix Advisors, LLC is hereby approved in the amount, not to exceed, \$195.00 per hour, plus reimbursable costs and the Chairman is authorized to execute the agreement with Phoenix Advisors, LLC on behalf of the CPTSA.

**AND BE IT FURTHER RESOLVED** that the contract amount shall not exceed \$17,500.00.



Kenneth Brown, Authority Chairman

Date of Adoption: April 16, 2024

| Committee  | Moved | Seconded | Y | N | Abstain | Absent |
|------------|-------|----------|---|---|---------|--------|
| Mr. Bomba  |       | ✓        | ✓ |   |         |        |
| Mr. Basile | ✓     |          | ✓ |   |         |        |
| Mr. Brown  |       |          | ✓ |   |         |        |
| Mr. Newton |       |          |   |   |         | ✓      |
| Dr. Racite |       |          | ✓ |   |         |        |

**VIA ELECTRONIC MAIL**

April 15, 2024

Mr. Ken Brown, Chairman  
Carneys Point Township Sewerage Authority  
303 Harding Highway  
Carneys Point, NJ 08069-2248

**Municipal Advisor Services in Connection With:**  
**Debt and Capital Planning**

Dear Mr. Brown:

Under our existing agreement, Phoenix Advisors serves as Municipal Advisor to Carneys Point Township Sewerage Authority (the "Client"). Now that we are performing professional services relating to the above-captioned engagement(s), we are providing the appropriate scope of services, MSRB required disclosures and the compensation arrangement for our services.

Regarding this/these engagement(s), Phoenix Advisors will perform the tasks as described in the attached scope of services. The Client will compensate Phoenix Advisors for services provided in accordance with our existing agreement, as more particularly set forth below:

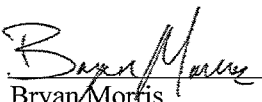
- Hourly rates for this engagement, billable quarterly in arrears:
  - Managing Director: \$195 per hour
  - Associate/Analyst: \$115 per hour

The terms of this letter will remain in force until the completion of this/these engagement(s). Should it become necessary to amend these terms for any reason, you will be notified in writing.

Our relationship shall be construed in accordance with and governed by the laws of the State of New Jersey.

Please acknowledge receipt of this letter via email.

Sincerely,

By:   
Bryan Morris  
Managing Director



## **EXHIBIT I – DEBT MANAGEMENT, BUDGET/FINANCIAL CONSULTING & CAPITAL PLANNING OVERVIEW OF SERVICES**

Phoenix Advisors has considerable experience in helping with debt management, capital planning and other fiscal consulting, having worked closely with many issuers in this area. We review the client's existing debt and establish a comprehensive plan to accommodate the client's needs, without ever losing sight of sound fiscal policy. Whether it's planning for new debt, restructuring your debt portfolio or retiring old debt, we personally and professionally guide you through your transaction, addressing your questions and concerns at each juncture. Phoenix Advisors coordinates every step of the engagement and guides you with efficiency and expertise to achieve the best possible result. Not every item listed below will be required for every engagement, but the following services are well within the professional qualifications and capabilities of our team.

- **Debt Management & Capital Planning**
  - Review your existing debt, amortization schedules and rates of interest.
  - Evaluate historic debt issuance as to frequency, duration, type (bonds, loans, notes) and purpose of such debt issuance.
  - Analyze existing and future debt service versus benchmark indices including debt capacity, debt per capita, amortization, and weighted average maturity.
  - Project near-term and future funding needs in the context of your capital budget.
  - Perform a comprehensive analysis of the impact of projected debt on your tax rates.
  - Review your budget operations, including ability to take on additional costs, potential new sources of revenue and potential tax impact, if any.
  - Assess potential options for debt mitigation and the advantages/disadvantages of each option including advance and current tax-exempt refinancing, taxable refinancing and, if appropriate, debt restructuring.
  - Provide a comprehensive written report and present our report to your governing body.
  - Review third-party solicitations with respect to debt refinancing, financial products or other items, and assess their viability.
  - Develop a customized debt management policy.
  
- **Budget Planning and Related Financial Analysis**
  - Construct a financial model to provide the Client with a reasonable assessment of the costs and benefits of futures changes in tax levy, state aid, debt service and other expenditures.
  - Provide analytical and support services for financial planning efforts. Review the Client's timetable and schedule of your long-range operating and capital budget strategy.
  - Evaluate the financial impact of various budgetary items. Project potential revenue shortfalls or expenditure overflows based on most recent trends. Evaluate the feasibility of generating new revenues.



- Review assessed valuations to develop 5-year trend and complete future projections for tax impact analysis.
- Analyze surplus and other reserves and provide recommendations accordingly.
- Provide analysis of debt service and capital outlay, and related budget implications.
- Review revenues, which include state, local, federal, miscellaneous and appropriated surplus.
- Attend meetings and participation on conference calls, as needed.



## EXHIBIT II - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB's website is [www.msrb.org](http://www.msrb.org) and the link for the Municipal Advisor Client Brochure is [www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf](http://www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf). SEC forms MA and MA-I are available on the SEC's EDGAR website at: [www.sec.gov/edgar/searchedgar/companysearch](http://www.sec.gov/edgar/searchedgar/companysearch).

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty to Carneys Point Township Sewerage Authority on the above listed engagement(s). Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

***General Mitigation of Conflicts.*** Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

***Other Business Lines.*** Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

***Other Municipal Advisory Relationships.*** Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.



**Third-Party Service Providers.** From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.

**Non-Exclusive Relationship.** Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

**Ongoing Disclosure.** All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

**Compensation-Based Potential Conflicts.** MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

**Hourly.** Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,  
Call your Municipal Advisor professional at 866-291-8180**



**AGREEMENT**  
**for**  
**Municipal Advisor and Continuing Disclosure Services**

**THIS AGREEMENT** (the "Agreement"), made and entered into on December 1, 2023, by and between Carneys Point Township Sewerage Authority, 303 Harding Highway, Carneys Point, NJ 08069-2248 (the "Client"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, NJ 08505 ("Phoenix Advisors"),

**WITNESSETH:**

**WHEREAS** Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

**WHEREAS** the Client desires to engage Phoenix Advisors to perform the professional services set forth in the exhibits hereto; and

**WHEREAS** the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

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:

**General.** Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

**Term.** This Agreement shall have a term commencing on the date reference above and ending at close of business on November 30, 2024. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

**General Compensation.** The client agrees to the compensation schedule as set forth in the exhibits hereto. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

**Professional Qualifications for Municipal Advisor Services.** Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix



Advisors professionals who supervise the provision of municipal advisory advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

**Disclosure of Conflicts of Interest.** The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

**Limitation of Liability.** Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

**Entire Agreement.** The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

**Severability and Survival.** If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

**Applicable Law.** This Agreement shall be governed by the laws of the State of New Jersey.

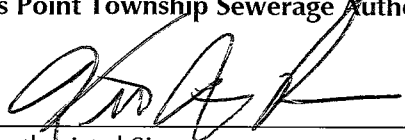




**IN WITNESS WHEREOF**, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

**Carneys Point Township Sewerage Authority**

By:

  
\_\_\_\_\_  
Authorized Signatory

**PHOENIX ADVISORS, LLC**

By:

*Bryan Morris*  
Bryan Morris, Managing Director