

**QUALIFIED PRIVATE COMMUNITY
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2026,

BETWEEN: **THE BOROUGH OF TINTON FALLS**
556 Tinton Avenue
Tinton Falls, NJ
("BOROUGH")

AND: **PATRIOTS SQUARE**
c/o Integra Management
200 Valley Road, Suite 203
Mt. Arlington, NJ 07856
("ASSOCIATION")

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WHEREAS, BOROUGH is a body politic, a subdivision of the State of New Jersey and authorized by statute to enter into a qualified private community services agreement; and

WHEREAS, as defined in N.J.S.A. 40:67-23.2, ASSOCIATION is a qualified private community thereby permitting BOROUGH to enter into this Agreement with the ASSOCIATION; and

WHEREAS, BOROUGH desires to provide ASSOCIATION with the following services which are provided to the residents of BOROUGH: streetlighting; roadway ice and snow removal; and

WHEREAS, because of the disparity of design and layout among various qualified private communities in the Borough, it is not feasible to provide services uniformly among the said communities and therefore it has been determined that reimbursement for such services to the said communities is the most practical approach; and

WHEREAS, BOROUGH and ASSOCIATION desire to reach an amicable and fair method of reimbursement for such services in lieu of BOROUGH actually providing such services, in accordance with the provisions of N.J.S.A. 40:67-23.3.

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NOW, THEREFORE, for and in consideration of the mutual promises contained herein, BOROUGH and ASSOCIATION agree as follows:

1. PREAMBLE. The preamble to this agreement is hereby adopted by both parties.
2. SERVICES PROVIDED. BOROUGH currently provides, and will continue to provide, the following services to ASSOCIATION: garbage and recycling collection.
3. REIMBURSEMENT. BOROUGH agrees to reimburse ASSOCIATION, in lieu of providing such services, for the following services to ASSOCIATION: streetlighting; roadway ice and snow removal.
4. METHOD OF CALCULATION. ASSOCIATION'S reimbursement shall be based upon a prorated basis utilizing the assessed property values and the BOROUGH'S actual costs of providing such services for which reimbursement is sought as set forth herein. On an annual basis, BOROUGH shall establish a ratio of the cost of the services provided to the entire Borough to the net valuation of taxable property excluding qualified private community property. This ratio shall then be applied to the net valuation of taxable property with ASSOCIATION'S community to determine the prorated cost to be reimbursed to the ASSOCIATION.
5. REIMBURSEMENT PAYMENT. BOROUGH shall pay the annual amount of reimbursement due to ASSOCIATION in a lump sum on or before the 1st day of September each year, as reimbursement for the prior year.
6. PARAGRAPH HEADINGS. Paragraph headings contained in this agreement are for information only and are not intended to limit, define or interpret the content of intent of any paragraph.

