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SEWER SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2026, by and among:

THE TOWNSHIP OF NEPTUNE, a municipal corporation of the State of New Jersey, whose address is 25 Neptune Boulevard, Neptune, New Jersey, 07753, hereinafter referred to as “Township”; and

THE BOROUGH OF TINTON FALLS, a municipal corporation of the State of New Jersey, whose address is 556 Tinton Avenue, Tinton Falls, New Jersey, 07724, hereinafter referred to as “Borough”; and

TRIANGLE TINTON FALLS, LLC, whose address is 1481 Oak Tree Road, Iselin, New Jersey, 08830, hereinafter referred to as "Triangle"; and

THE TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY, whose address is P.O. Box 765, Neptune, New Jersey, 07753; hereinafter referred to as “Authority”.

WITNESSETH

WHEREAS, the Borough has requested that the Township provide sanitary sewerage service for Triangle, for property located at 1151 Green Grove Road, known as Block 128.03, Lot 39.01, in the Borough, hereinafter referred to as “the Property”; and

WHEREAS, the Property is currently vacant, but recently received Tinton Falls Zoning Board of Adjustment approval for the development of a 17,560 square foot flex space building; and

WHEREAS, due to site conditions, the only viable method for the transmission of wastewater is to the Township’s public sanitary sewers; and

WHEREAS, the Property is located within the Authority’s sewer service area; and

WHEREAS, the Property has access and utility easements to Green Grove Road and is located in close proximity to a Township sewer line; and

WHEREAS, the Authority is made a party to this Agreement for the limited purpose of granting its consent to the transactions contained herein.

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NOW THEREFORE, in consideration of the mutual covenants, conditions agreements herein set forth, the parties hereto agree to and with each other as follows:

1. The Township agrees to allow Triangle to connect the subject property, located at 1151 Green Grove Road , also known as Block 128.03, Lot 39.01 in the Borough, to the Township's sanitary sewerage collection system for as long as the use of said property conforms to the uses permitted by the Borough ordinances and the Zoning Board of Adjustment resolution of approval # BA 2024-22, adopted on February 5, 2026. Any change in use of this property will nullify and terminate this agreement. Triangle, at its sole expense, shall provide for the construction of the line, for connection to the township sanitary sewerage collection system in accordance with the Township ordinances and regulations.
2. Upon execution of the within Agreement, Triangle shall pay to the Borough a connection fee in accordance with its rules and regulations and (i) in accordance with the Borough's connection fee schedule; or (i) the sum charged to the Borough by the Township, whichever is greater. The sewer connection fee shall be calculated based on the equivalent dwelling units as calculated based on the size and use of the proposed structure. The Borough shall pay said connection fee to the Township.
3. The Township shall provide service to Triangle comparable to other users' services by the Township. Such service shall be provided in accordance with the service contract between the Township and the Authority and any amendments and addenda thereof, which contracts are incorporated herein by reference, hereinafter referred to as "TNSA Service Contract".
4. Once the structure located on the Triangle premises is connected to the Township sanitary collection system, then the Property shall continue to be serviced by the Township for the term of the within Agreement. In this regard, the Borough shall require that Triangle and any subsequent user located on the premises be serviced by the Township and shall enforce the Borough's mandatory connection ordinance to compel such connection and use.
5. The treatment and disposal of wastewater from Triangle shall be provided by the Authority's facilities. The parties agree that they shall comply with the terms of the TNSA Service Contract.
6. The proposed commercial development will have an anticipated sewage flow equivalent to 2.5 residential dwelling units, which is equivalent to 750 gallons per day of sewage flow.

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7. Triangle shall be obligated to operate and maintain Triangle's premises constructed by Triangle including but not limited to force mains, pumping station and gravity sewer line and appurtenances as may be required.
8. The Borough agrees to enforce the New Jersey Plumbing Code in regard to plumbing modifications to accommodate a public sewer.
9. The Borough shall pay an annual service charge to the Township for the commercial use as provided by the Township ordinance as amended from time to time. Triangle shall pay the Borough an annual service charge paid quarterly in accordance with its rules and regulations and (i) in accordance with the Borough's service fee schedule; or (ii) the sum charged to the Borough by the Township, whichever is greater.
10. The Borough and Triangle will ensure that the said Property will comply with the township rules and ordinances as amended from time to time.
11. All notices shall be deemed to have been given or made when mailed by certified mail, return receipt requested, postage pre-paid or delivered to the parties at the addresses listed below, or such other addresses as any party may designate in writing to the other parties from time to time for such purposes:

TOWNSHIP OF NEPTUNE

25 Neptune Boulevard
Neptune, NJ 07753

BOROUGH OF TINTON FALLS

556 Tinton Avenue
Tinton Falls, NJ 07724

TRIANGLE TINTON FALLS, LLC

1481 Oak Tree Road
Iselin, NJ 08830

THE TOWNSHIP OF NEPTUNE SEWERAGE AUTHORITY

Post Office Box 765
Neptune, NJ 07753

12. Triangle shall pay to the Borough any professional fee incurred by the Borough for services rendered in this matter. Any similar costs for fees charged

by the Authority shall also be paid by Triangle.

13. This Agreement shall be in full force and effect continuously for the time that the Authority provides service to the Township.

14. This Agreement shall be binding upon the parties hereto and their successors and assigns, and shall become effective upon its execution by the parties hereto.

15. This Agreement shall not be modified, changed, or otherwise altered without the written consent of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized offices, have caused the due execution hereof, and their respective corporate seals to be hereto affixed as of the date and year first above written.

ATTEST:

TOWNSHIP OF NEPTUNE

Date:

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ATTEST:

BOROUGH OF TINTON FALLS

Date:

Risa Clay, Mayor

ATTEST:

TRIANGLE TINTON FALLS, LLC

Date:

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ATTEST:

TOWNSHIP OF NEPTUNE
SEWERAGE AUTHORITY

Date:
