

STATEMENT

The ordinance published herewith has been finally adopted on August 31, 2026 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement.

Susan M. Dydek, RMC
Township Clerk

TOWNSHIP OF RIVERSIDE, NEW JERSEY

ORDINANCE NO. 2026-#7

**AN ORDINANCE OF THE TOWNSHIP OF
RIVERSIDE, COUNTY OF BURLINGTON, NEW JERSEY,
AUTHORIZING THE EXECUTION AND DELIVERY OF A
SERVICE CONTRACT WITH THE RIVERSIDE
SEWERAGE AUTHORITY**

WHEREAS, pursuant to the Sewerage Authorities Law, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:14A-1 et seq.*) ("Act"), The Riverside Sewerage Authority ("Authority") was created by virtue of an ordinance duly adopted by the Township Committee of the Township of Riverside, County of Burlington, New Jersey ("Township") and is a public body politic and corporate of the State of New Jersey organized and existing under said Act, established as an instrumentality exercising public and essential governmental functions to provide for the public health and welfare, with all necessary or proper powers to acquire, construct, maintain, operate or improve works for the collection, treatment, purification or disposal of sewage or other wastes, for the relief of waters in, bordering or entering the district of the Authority ("District") from pollution or threatened pollution and for the improvement of conditions affecting the public health; and

WHEREAS, the Authority has designed, constructed and placed in operation a sewage treatment system ("System") for the proper collection, treatment and disposal of certain sanitary sewage and other wastes arising within said District and intends to undertake a Project consisting of the design, construction and financing of the upgrading of the Authority's sewage treatment plant which comprises a portion of the System; and

WHEREAS, the Township desires to aid and assist the Authority to make it economically feasible for the Authority to proceed with the design, financing, and construction of the Project and such other improvements and extensions of the System as are necessary to provide a complete and efficient sanitary sewerage system for the use of the residents and inhabitants of the Township and the District for the collection, treatment and disposal of sanitary sewage and other wastes arising within the Township and the District; and

WHEREAS, the Township and the Authority have each determined that it will be economical and otherwise advantageous to each of them and to the residents and property owners of the Township for the Township and the Authority to enter into a service contract ("Service Contract"), a form of which is attached hereto and made apart hereof as Exhibit "A", providing for and relating to the treatment and disposal of sewage and other wastes originating in the Township and the District and the cost and expense of such treatment and disposal, which contract, among other things, shall obligate the Authority to operate and maintain the System and shall oblige the Township to pay to the Authority such sum or sums of money as may be

necessary to provide for deficits (if any) resulting from failure or disability of the Authority to derive adequate revenues from the operation of said System.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF RIVERSIDE IN THE COUNTY OF BURLINGTON, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to the Act, the entering into, execution and delivery by the Township of the Service Contract between the Township and the Authority in substantially the form attached hereto as Exhibit "A" and made apart hereof, is hereby authorized and approved.

Section 2. The Township Mayor is hereby authorized and directed to execute and deliver said Service Contract. The Township Clerk or any Deputy Township Clerk is hereby separately authorized and directed to attest to such signature and to affix the official seal of the Township to such Service Contract. All officers of the Township are hereby authorized and directed to do all things necessary, convenient or useful in connection with the execution and delivery of said Service Contract.

Section 3. This Ordinance shall take effect in accordance with applicable law.

Exhibit "A"

SERVICE CONTRACT

by and between

THE RIVERSIDE SEWERAGE AUTHORITY

and

TOWNSHIP OF RIVERSIDE, COUNTY OF BURLINGTON, NEW JERSEY

Dated as of _____, 2026

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THIS SERVICE CONTRACT, dated as of _____, 2026, by and between **THE RIVERSIDE SEWERAGE AUTHORITY** (hereinafter referred to as "Authority"), a public body politic and corporate of the State of New Jersey, and the **TOWNSHIP OF RIVERSIDE, COUNTY OF BURLINGTON** (hereinafter referred to as "Township"), a municipal corporation of the State of New Jersey, both situate in said County of Burlington,

WITNESSETH:

WHEREAS, pursuant to the Sewerage Authorities Law, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:14A-1 et seq.*), the Authority was created by virtue of an ordinance duly adopted by the Township Committee of the Township as the governing body thereof, and is a public body politic and corporate of the State of New Jersey organized and existing under said law, established as an instrumentality exercising public and essential governmental functions to provide for the public health and welfare, with all necessary or proper powers to acquire, construct, maintain, operate or improve works for the collection, treatment, purification or disposal of sewage or other wastes, for the relief of waters in, bordering or entering the District (hereinafter defined) from pollution or threatened pollution and for the improvement of conditions affecting the public health; and

WHEREAS, the Authority has designed, constructed and placed in operation a System (hereinafter defined) for the proper collection, treatment and disposal of certain sanitary sewage and other wastes arising within said District and intends to undertake, as a Project, as hereinafter defined, consisting of the designing, construction and financing of the upgrading of the Authority's sewage treatment plant which comprises a portion of the System; and

WHEREAS, the Township desires to aid and assist the Authority to make it economically feasible for the Authority to proceed with the financing, design and construction of the Project and such other improvements and extensions of the System as are necessary to provide a complete and efficient sanitary sewerage system for the use of the residents and inhabitants of the Township and the District for the collection, treatment and disposal of sanitary sewage and other wastes arising within the Township and the District; and

WHEREAS, the Township and the Authority have each determined that it will be economical and otherwise advantageous to each of them and to the residents and property owners of the Township for the Township and the Authority to enter into a contract providing for and relating to the treatment and disposal of sewage and other wastes originating in the Township and the District and the cost and expense of such treatment and disposal, which contract, among other things, shall obligate the Authority to operate and maintain said System, and shall obligate the Township to pay to the Authority such sum or sums of money as may be necessary to provide for deficits (if any) resulting from failure or disability of the Authority to derive adequate revenues from the operation of said System, and the Township and Authority have each duly authorized its proper officials to enter into and execute for it this Agreement.

NOW, THEREFORE, in consideration of the premises, of the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Authority and the

Township, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. As used and referred to in this Agreement, unless a different meaning clearly appears from the context:

"Accountant" shall mean the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey or a registered municipal accountant or a certified public accountant of the State of New Jersey.

"Accountant's Certificate" means an opinion signed by or on behalf of the Accountant.

"Act" means the Sewerage Authorities Law, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (*N.J.S.A. 40:14A-1 et seq.*).

"Agreement" means this Service Contract, as amended or supplemented from time to time in accordance with its terms.

"Annual Charges" shall have the meaning given to such term in Article III hereof.

"Authority" shall mean The Riverside Sewerage Authority.

"Article" shall mean a specified Article hereof, unless otherwise indicated.

"Authority" shall have the meaning set forth in the Recitals to this Indenture.

"District" means (a) the area within the territorial boundaries of the Township, and (b) the certain portion of the area within the territorial boundaries of the Township of Delran, County of Burlington, New Jersey served by the Authority as of the date hereof.

"Fiscal Year" means the period of twelve calendar months ending with December 31 of any year.

"Governing Body" shall have the meaning given to such term by the Act.

"Industrial Wastes" means liquid or other wastes resulting from any processes of industry, manufacture, trade or business or from the development of any natural resource.

"Obligations" means any bond, note, or other evidence of indebtedness heretofore or hereafter issued by the Authority.

"Project" means the upgrading of the Authority's System including, but not limited to, reconstruction and repairs to the System's Sewerage Treatment Plant together with any and all

equipment, structures, appurtenances, work, material or services necessary therefor and incidental thereto.

"Resolution" means any resolution or agreement of the Authority with or for the benefit of owners of Obligations to be issued pursuant thereto.

"Service Charges" means rents, rates, fees or other charges for direct or indirect connection with, or the use of services of the System which the Authority, under the provisions of Section 8 of the Act, is or may be authorized to charge and collect with respect to persons or real property.

"Sewage" shall mean the water-carried wastes created in and carried, or to be carried, away from, or to be processed by on-site wastewater systems, residences, hotels, apartments, schools, hospitals, industrial establishments, or any other public or private building, together with such surface or ground water and industrial wastes as may be present.

"Surplus Revenues" means any funds which may be available for use by the Authority for any purpose after any necessary expenditures for the operation and maintenance of the System and the payment of debt service, and which are not required by any contract of the Authority, the Resolution or any trust agreement to be retained in any fund or account established for the security of any bonds or notes of the Authority.

"System" means the plants, structures, on-site wastewater systems and other real and personal property acquired, constructed, maintained or operated to be acquired, constructed maintained or operated by the Authority for the purposes of the Authority, including sewers, conduits, pipelines, mains, pumping and ventilating stations, sewage treatment or disposal systems, plants and works, connections, outfalls, compensating reservoirs and other plants, structures, boats, conveyances, and other real and personal property, and rights therein, and appurtenances necessary or useful and convenient for the collection, treatment, purification or disposal in a sanitary manner of any sewage, liquid or solid wastes, night soil or industrial wastes.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, words importing persons shall include firms, associations, corporations, districts, agencies and bodies, and words of the masculine gender shall mean and include correlative words of the feminine and neuter gender and vice versa. All times referenced herein shall be to prevailing Eastern time unless otherwise specifically noted.

Section 1.02 Short Title. This Agreement may hereafter be cited by the Authority or by the Township and is herein sometimes referred to as the "Service Contract".

Section 1.03 Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Service Contract, on the part of the Authority or the Township to be performed should be contrary to law, then such covenant or covenants, agreement or agreements, shall be deemed separable from the remaining covenants and agreements and shall in no way effect the validity of the other provisions of this Service Contract.

ARTICLE II

THE SYSTEM

Section 2.01. Operation of the System. The Authority will operate, maintain and enlarge the System so as to treat and dispose of all sewage, without limitation as to flow, which may, subject to and in conformity with the provisions of Article IV hereof, be delivered into the System from any property connected thereto.

Section 2.02. Alteration, Renewal or Extension of the System.

(a) The Authority may at any time enlarge, alter or improve the System or renew or replace any part thereof, but the Authority shall not construct or acquire, and nothing in this Agreement shall be deemed to require the Authority to construct or acquire any extension of any sewer as an extension of the System unless a certificate of a consulting engineer retained by the Authority shall be delivered to the Authority stating the opinion that the estimated Service Charges to be collected with respect to the System, together with other available funds and revenues, other than Annual Charges, exceed the estimated operating expenses with respect to the System for a period of not less than three years after the time of placing in operation of such extension.

(b) Notwithstanding anything to the contrary in this Section 2.02, the Authority shall not enlarge, alter, or improve the System or renew or replace any part thereof which requires the issuance of debt by the Authority, unless the Authority first receives the written consent of the Township to such enlargement, alteration, improvement, renewal, or replacement.

Section 2.03. Locations of System and use of Public Property. The Authority shall have the right to construct, maintain, operate, and use such conduits, pipelines, mains, pumping, and ventilating stations, trunk, intercepting and outlet sewers, sewage treatment and disposal systems, plants and works at such places within or without the District, and such other plants, structures, boats and conveyances as in the judgment of the Authority are necessary to provide sewage collection and disposal service by means of the System, and to that end, may enter upon and use and connect with any existing public drains, sewers, conduits, pipelines, pumping and ventilating stations and sewage treatment plants and works or any other public property of a similar nature within the District and close off and seal outlets and outfalls therefrom, and may construct, maintain and operate the System, free of charge by the District, along, over, under, and in any streets, alleys, highways, and other public places within the District.

ARTICLE III

CHARGES BY THE AUTHORITY AND PAYMENTS BY THE TOWNSHIP

Section 3.01. Service Charges.

(a) With respect to all sewage or other wastes delivered into the System and for all direct or indirect connections with, and all use and services of, the System, the Authority will charge Service Charges in accordance with the Act and at least to the extent required by this Agreement and at the rates established in accordance with this Agreement.

(b) The Authority covenants to set its Service Charges for its 2027 Fiscal Year and each Fiscal Year thereafter at rates estimated to be sufficient to provide for the receipt by the Authority in each Fiscal Year of a sum of money, together with other available funds, equal to the sum of all of the amounts necessary in such Fiscal Year (1) to pay or provide for the expenses of operation and maintenance of the System and the principal of and interest, not otherwise provided for, on any and all of the Obligations as the same become due, (2) to maintain such reserves or sinking funds as may be required by the terms of any contract of the Authority or the Resolution, or as may be deemed necessary or desirable by the Authority, (3) to comply in all respects with the terms and provisions of the Resolution and of the Act, and (4) to provide for the repayments to the Township required by Section 4.10 of this Agreement.

Section 3.02. Computation of Annual Charges. For all purposes of this Agreement, the Annual Charges made and to be charged by the Authority to and payable by the Township for or with respect to any Fiscal Year shall be the sum of money equal to the excess (if any) of the sum described in subparagraph (a) below over the sum described in subparagraph (b) below:

(a) The sum of all of the amounts necessary or expended in such Fiscal Year (1) to pay or provide for the expenses of operation and maintenance of the System, (2) to pay or provide for any interest becoming due prior to the end of such Fiscal Year on any Obligations, (3) to pay or provide for the principal or redemption premium of any Obligations becoming due prior to the end of such Fiscal Year, and (4) to maintain such reserves or sinking funds as may be required by any Resolution.

(b) the sum of such parts (if any) of the several amounts referred to in subparagraph (A) of this Section, as, prior to the end of such Fiscal Year, are properly paid and discharged or fully provided for by application, in accordance with the Act or any Resolution, of (1) Service Charges collected by the Authority, (2) the proceeds of the Obligations received by or for account of the Authority, (3) the proceeds of insurance received by or for account of the Authority, (4) interest received on investments of funds held for the benefit or security of the Authority or the holders of the Obligations of the Authority, (5) contributions received by or for account of the Authority and not under any circumstances repayable by the Authority until after the payment in full of all other obligations of the Authority including its Obligations, original or refunding or both, or (6) reserves on hand and applicable and available therefor at the beginning of such Fiscal Year.

Section 3.03. Payment of Annual Charge by Township.

(a) For or in connection with the treatment and disposal of sewage or other wastes originating in the Township by means of the System during each Fiscal Year commencing with the Authority's 2027 Fiscal Year, the Township will pay to the Authority the Annual Charge made and charged by the Authority to and payable by the Township for such Fiscal Year computed by the Authority as provided in this Article.

(b) On or before January 1 of each year, the Authority will make and deliver to the Township its certificate stating the amount of the Annual Charge for its preceding Fiscal Year computed in accordance with this Agreement, accompanied by an Accountant's Certificate prepared by the Authority's auditor and approving the statements in such certificate. The Annual

Charges for each Fiscal Year shall be due and payable not later than April 1 next succeeding the close of such Fiscal Year.

(c) The Township will in each year make all budgetary and other provisions or appropriations necessary to provide for and authorize the payment by the Township to the Authority during each Fiscal Year of the amount of the Annual Charge stated in the certificate delivered in such Fiscal Year to it by the Authority as aforesaid.

Section 3.04. Enforcement and Obligation of Annual Charges. If any payments or part thereof due to the Authority from the Township shall remain unpaid for thirty (30) days following its due date, the Township shall be charged with and will pay to the Authority interest on the amount unpaid from such date until paid, at the maximum rate prescribed by the Act for delinquent service charges. Every obligation assumed by or imposed upon the Township by this Agreement shall be enforceable by the Authority by appropriate action or proceeding, and the Authority may have and pursue any and all remedies provided by law for the enforcement of such obligation including the remedies and processes provided by the Act with respect to Service Charges.

Section 3.05. Collection of Service Charges. The Authority will at all times take all reasonable measures permitted by the Act or otherwise by law to collect and enforce prompt payment to or for it of all Service Charges prescribed, fixed and charged by it in accordance with this Agreement.

Section 3.06. Service Charges to Township. Nothing contained in this Agreement shall prevent the Authority from charging Service Charges, or shall require the Authority to charge Service Charges, for or with respect to sewer service supplied by the Authority to any municipal or public buildings or facilities owned or operated by the Township in its governmental capacity.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Rules and Regulations. The Authority may at any time promulgate, issue, publish and from time to time amend and enforce, rules and regulations regulating the making of connections to the System or prohibiting or regulating the discharge into the System or any sewer, sanitation or drainage systems connected therewith of storm water drainage from ground surface, roof leaders or catch basins or from any other source, industrial wastes, oils, acids or any other substances which, along or in combination with other substances discharged into the System, are or may be injurious or deleterious to the System or to its efficient operation, and the Township will fully conform with such rules and regulations and will cause the same to be fully observed and conformed with throughout its territory. Such rules regulations may include lists of harmful wastes, discharge of which into the System or any sewer, sanitation or drainage systems connected therewith shall be prohibited. In the enforcement of such rules and regulations (or in enforcement of Service Charges), the Authority may refuse to permit or continue the connection to the System of properties in the Township, and such refusal shall not be deemed to result in any violation by the Authority of the provisions of this Agreement as to construction or operation of the System or the charging or collection of Service Charges or any other matter.

Section 4.02. Insurance. The Authority will at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to utility systems of like character against loss or damage to the System and against public or other liability to the extent not less than that reasonably necessary to protect the interests of the Authority and Township and to the extent such insurance can be obtained within limits and at costs deemed reasonable to the Authority, and will at all times maintain with responsible insurers all insurance reasonably required and obtainable within limits and at costs deemed reasonable by the Authority to indemnify and save harmless the Authority and Township against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to person or property resulting directly or indirectly from the operation or a failure of operation of the System caused by the negligence or willful act of the Authority, its employees or agents.

Section 4.03. Accounts. The Authority will keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the System or any part thereof, and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to public inspection. The Authority shall cause its books and accounts to be audited annually by an Accountant, and annually within two months after the close of each Fiscal Year, copies of the reports of such audits so made shall be furnished to the Authority and to the Township, including statements in reasonable detail, accompanied by an Accountant's Certificate, of financial condition, of revenues and operating expenses, and of all funds held by or for the Authority.

Section 4.04. Competitive Facilities. The Township will not after the date of this Agreement construct any sewage disposal plant or sewers or other facilities for the collection, treatment or disposal of sewage originating within or with the District unless the Authority shall have given its written consent to such construction.

Section 4.05. Effect of Breach. Failure on the part of the Authority in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law shall not make the Authority liable in damages to the Township or relieve the Township from making any payment to the Authority or fully performing any other obligation required of it under this Agreement, but the Township may have and pursue any and all other remedies provided by law for compelling performance by the Authority of said obligation assumed by or imposed upon the Authority.

Section 4.06. Special Consents by the Township. Whenever under the terms of this Agreement to the Township is authorized to give its written consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its Clerk and under its seal, of a resolution purporting to have been adopted by its governing body and purporting to give such consent.

Section 4.07. Special Consents by the Authority. Whenever under the terms of this Agreement the Authority is authorized to give its written consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its Secretary and under its seal, of a resolution purporting to have been adopted by the Authority or its members and purporting to give such consent.

Section 4.08. Pledge or Assignment. The Authority may at any time assign or pledge for the benefit and security of the holders of the Obligations all of its rights under the provisions of the Agreement to receive payments from the Township, and thereafter this Agreement shall not be terminated, modified or changed by the Authority or Township except in the manner (if any) and subject to the conditions (if any) permitted by the terms and provisions of such assignment or pledge. The Authority shall deliver a copy of any such assignment or pledge to the Township Clerk upon the execution thereof.

Section 4.09. Report as to Obligations. Forthwith upon the issuance of any Obligations, the Authority shall prepare and file in the office of the Township Clerk of the Township a schedule setting forth the principal amount, designation, denomination, date of issue, place of payment, maturities, rate of interest and redemption prices (if any) of the Obligations, together with a copy of the resolution of the Authority authorizing the Obligations, certified by its Secretary and under its seal.

Section 4.10. Repayments to the Township. It is agreed by the parties hereto that the Authority shall repay to the Township all moneys paid by the Township to the Authority under this Agreement except, however, Service Charges on property owned by the Township itself, which repayment by the Authority to the Township shall be made without interest, provided however that such repayment by the Authority shall be made solely from and to the extent of Surplus Revenues of the Authority as hereinafter set forth. The Authority shall repay such amount, together with interest at the aforesaid rate, to the extent Surplus Funds are available therefore, in four equal annual installments commencing in the Fiscal Year next succeeding any Fiscal Year in which a payment is made by the Township to the Authority under this Agreement or at such later time and at such other interest rate as may be mutually acceptable to the Authority and the Township.

Section 4.11. Termination of this Agreement. At any time after five (5) years from the date of this Agreement and after the payment in full of all Obligations of the Authority including bonds and any bonds issued to refund any bonds, the Township or the Authority upon two years' notice to the other party hereto, may terminate this Agreement. This Agreement shall not terminate on account of the failure of any party hereto to perform its obligations hereunder.

Section 4.12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Authority and by the Township and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.

Section 4.13. No Recourse Against Members or Officers. No recourse shall be had for the payment of the principal of or the interest on the Obligations or for the payment of Annual Charges or for any claim based thereon or on the Resolution against any member of the Governing Body of the Township or of the Authority or against any person executing the Obligations.

Section 4.14. Modification. This writing constitutes the entire Agreement between the parties as to the collection, treatment and disposal of sewage and there are no other representations or agreements, verbal or written other than those contained herein. This

Agreement may only be modified, amended or supplemented by the written agreement of all the parties hereto, and if assigned, the assignee.

Section 4.15. Inspections and Audits. The Authority will: (a) provide a copy of its annual audit to the Township within thirty (30) days of completion in each year this Service Contract is in effect; and (b) allow the Township to inspect and audit the Authority's books and records upon reasonable notice.

Section 4.16. Notices. All notices shall be deemed to have been given or made when mailed, postage prepaid, or delivered to the parties at the addresses listed below or such other addresses as any such party may designate in writing to the other parties from time to time for such purposes:

Authority: 237 South Pavilion Avenue
Riverside, New Jersey 08075

Attention: Secretary

Township: 1 West Scott Street
Riverside, New Jersey 08075

Attention: Township Clerk

Section 4.17. Laws of New Jersey. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

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IN WITNESS WHEREOF, the Authority and the Township have caused their respective seals to be hereunto affixed and attested and these presents to be signed by their respective officers thereunto duly authorized by this Agreement to be dated as of the day and year first above written.

THE RIVERSIDE SEWERAGE AUTHORITY

By: _____
GEORGE F. CONARD, SR., Chairman

ATTEST:

SUSAN M. DYDEK, Secretary

TOWNSHIP OF RIVERSIDE, NEW JERSEY

By: _____
GARY HAMAN, Mayor

ATTEST:

SUSAN M. DYDEK, Township Clerk