



THE OCEAN COUNTY UTILITIES AUTHORITY
501 HICKORY LANE
BAYVILLE, NEW JERSEY 08721

COPY

AGREEMENT

THIS AGREEMENT, made this 25th day of March, 2013/4

BETWEEN: THE OCEAN COUNTY UTILITIES AUTHORITY a public body politic and corporate of the State of New Jersey, having its principal office at 501 Hickory Lane, Bayville, New Jersey 08721, hereinafter referred to as "OCUA"

AND: THE TOWNSHIP OF MANCHESTER a public body corporate organized and existing under the laws of the State of New Jersey, having its office at 1 Colonial Drive, Manchester, New Jersey 08759 hereinafter referred to as "MANCHESTER TOWNSHIP"

AND: JACKSON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a public body politic and corporate of the State of New Jersey having its principal office located at 135 Manhattan Street, Jackson, New Jersey 08527, hereinafter referred to as "JACKSON TOWNSHIP MUA"

AND: TOMS RIVER MUNICIPAL UTILITIES AUTHORITY, a public body politic and corporate of the State of New Jersey having its principal office located at 340 West Water Street, Toms River, New Jersey 08753, hereinafter referred to as "TOMS RIVER MUA"

WITNESSETH:

WHEREAS, the OCUA is charged with the responsibility and obligation of reviewing and approving all plans and specifications for proposed treatment facilities and sewer extensions within its Service Area and its participating customer areas; and

WHEREAS, the development project is located on South Hope Chapel Road in Jackson and Manchester Townships and has been assigned an OCUA Project No. N-12-198; and

WHEREAS, at this location, the OCUA has no facilities to provide direct service to either MANCHESTER TOWNSHIP and JACKSON TOWNSHIP MUA, and the JACKSON TOWNSHIP MUA has agreed to convey wastewater emanating from this area to the TOMS RIVER MUA, which in turn has agreed to convey this wastewater to the OCUA; and

WHEREAS, JACKSON TOWNSHIP MUA and MANCHESTER TOWNSHIP desire to develop facilities as indicated on the plan entitled, "Preliminary and Final Plat-Major Subdivision

Breeder's Walk," Sheets 2 and 3 of 22, dated September 1, 1999, latest revision date September 5, 2012 which is attached hereto as Exhibit A and JACKSON TOWNSHIP MUA is agreeable to serving the portion of the project located in Manchester Township; and

WHEREAS, under Article III-C of the Service Agreement between the JACKSON TOWNSHIP MUA and OCUA, the OCUA must give its written consent to the JACKSON TOWNSHIP MUA to provide sewerage service to areas outside of its jurisdiction; and

WHEREAS, under Article III-C of the Service Agreement between TOMS RIVER MUA and the OCUA, the OCUA must give its written consent to the TOMS RIVER MUA plan to provide sewerage service to areas outside of its jurisdiction; and

WHEREAS, MANCHESTER TOWNSHIP, JACKSON TOWNSHIP MUA, and the TOMS RIVER MUA are agreeable to serving this portion of Manchester Township through the facilities of the JACKSON TOWNSHIP MUA, and the TOMS RIVER MUA; and

WHEREAS, servicing this portion of MANCHESTER TOWNSHIP and the JACKSON TOWNSHIP MUA by the OCUA through the TOMS RIVER MUA and JACKSON TOWNSHIP MUA is consistent with the present Ocean County Water Quality Management Plan; and

WHEREAS, the OCUA is willing to approve the project and their connections to the MANCHESTER TOWNSHIP and JACKSON TOWNSHIP MUA facilities in accordance with the terms and conditions stated herein; and

WHEREAS, these terms and conditions are acceptable to MANCHESTER TOWNSHIP, the JACKSON TOWNSHIP MUA, the TOMS RIVER MUA, and the OCUA.

IT IS THEREFORE AGREED between the parties as follows:

1. The OCUA, by this Agreement, hereby gives its consent to serving the area of MANCHESTER TOWNSHIP generally known as Breeder's Walk through the wastewater collection system of the JACKSON TOWNSHIP MUA and the area of JACKSON TOWNSHIP MUA generally depicted as the Central Service Area through the wastewater collection system of the TOMS RIVER MUA to a maximum average daily flow of 300,000 gpd.

2. The discharge of wastewater by MANCHESTER TOWNSHIP and JACKSON TOWNSHIP MUA and the acceptance of the wastewater by both the JACKSON TOWNSHIP MUA and the TOMS RIVER MUA shall not be construed by any party to mean that the facilities of the JACKSON TOWNSHIP MUA or the TOMS RIVER MUA, into which this wastewater is being

discharged, shall in any way whatsoever be deemed to be regional lines or facilities, and does not in any way obligate the OCUA to purchase, acquire, or incorporate same into its regional sewerage system or to participate in any manner in the operation, maintenance, repair, or replacement of same.

3. The OCUA will bill the TOMS RIVER MUA for the wastewater flow emanating from this area of MANCHESTER TOWNSHIP and JACKSON TOWNSHIP in accordance with the terms and conditions of its Service Agreement with the TOMS RIVER MUA, without differentiating this wastewater from wastewater emanating from within the confines of MANCHESTER TOWNSHIP or JACKSON TOWNSHIP.

4. MANCHESTER TOWNSHIP, the JACKSON TOWNSHIP MUA, and the TOMS RIVER MUA agree that the Agreements between MANCHESTER TOWNSHIP and the OCUA, the Agreements between the JACKSON TOWNSHIP MUA and the OCUA, and the Agreements between the TOMS RIVER MUA and the OCUA, incorporate by reference the Sewer Use Rules and Regulations of the OCUA and the requirements for Industrial Discharge Permits issued by the OCUA. MANCHESTER TOWNSHIP, the JACKSON TOWNSHIP MUA, and the TOMS RIVER MUA agree to impose these same terms and conditions of the TOMS RIVER MUA Service Agreements to any sewage discharge from MANCHESTER TOWNSHIP and from JACKSON TOWNSHIP MUA through the TOMS RIVER MUA facilities to the OCUA. MANCHESTER TOWNSHIP, JACKSON TOWNSHIP MUA, and the TOMS RIVER MUA further agree to impose any additional terms and conditions relating to any sewage discharged from MANCHESTER TOWNSHIP and JACKSON TOWNSHIP MUA that may be imposed on them by the OCUA.

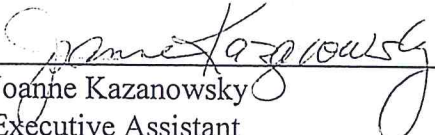
5. Any surcharges that are applicable in accordance with the Service Agreements between the OCUA and MANCHESTER TOWNSHIP, the JACKSON TOWNSHIP MUA, and the TOMS RIVER MUA which apply to properties located in this subdivision shall be billed by the OCUA directly to the TOMS RIVER MUA in conformance with the provisions of the existing Service Agreement.

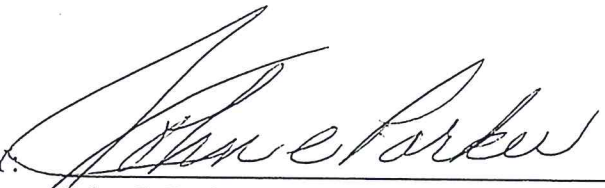
6. The abbreviations "OCUA," "MANCHESTER TOWNSHIP," the "JACKSON TOWNSHIP MUA," and the "TOMS RIVER MUA" shall include their successors and assigns.

IN WITNESS WHEREOF, the OCUA, MANCHESTER TOWNSHIP, the JACKSON TOWNSHIP MUA, and the TOMS RIVER MUA have caused their respective corporate seals to be hereunto affixed and attested, and these presents to be signed by their respective officers thereto duly authorized and this Agreement to be dated as of the date and year first above written.

ATTEST:

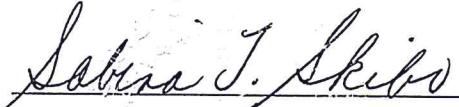
THE OCEAN COUNTY UTILITIES AUTHORITY


Joanne Kazanowsky
Executive Assistant

BY: 
John C. Parker, Chairman

ATTEST:

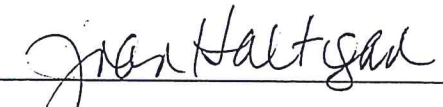
MANCHESTER TOWNSHIP


Sabrina J. Skibo

BY: 
Michael Fressola, Mayor

ATTEST:

JACKSON TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY


Joan Haltgan

BY: 
William J. Allmann, Chairman
Retired 2014-21

ATTEST:

TOMS RIVER
MUNICIPAL UTILITIES AUTHORITY


GEORGIA BENYOLA
ASSISTANT SECRETARY

BY: 
Joseph Bilotta, Chairman