

**SERVICE AGREEMENT**

between

**THE DELANCO TOWNSHIP SEWERAGE AUTHORITY**

and

**THE TOWNSHIP OF DELANCO,  
IN THE COUNTY OF BURLINGTON, NEW JERSEY**

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## SERVICE AGREEMENT

between

THE DELANCO TOWNSHIP SEWERAGE AUTHORITY

and

THE TOWNSHIP OF DELANCO  
IN THE COUNTY OF BURLINGTON, NEW JERSEY

This Agreement, made and dated as of the \_\_\_\_\_ day of February, 2022, between The Delanco Township Sewerage Authority (hereinafter referred to as “Authority”), a public body politic and corporate of the State of New Jersey, and The Township of Delanco, in the County of Burlington (hereinafter referred to as “Township”), a municipal corporation of the State of New Jersey,

### WITNESSETH

WHEREAS, the Authority was created pursuant to the Sewerage Authorities Law, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey, approved April 23, 1946, as amended and supplemented (the “Act”), and by virtue of an ordinance duly and finally adopted by the Governing Body of the Township for the purposes and with the powers set forth in the Act; 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 the Township and intends to undertake a Project, as hereinafter defined, consisting of the design, construction and financing of improvements to the System; and

WHEREAS, the Authority will finance the Project through the issuance of its Sewer Revenue Bonds, Series 2022 A and B in an amount not to exceed \$1,582,000; and

WHEREAS, the Township desires to aid and assist the Authority in proceeding 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 for the collection, treatment and disposal of sanitary sewage and other wastes arising within the Township; 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 disposal of sewage and other wastes originating in the Township and the cost and expense of such 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 the failure or inability of the Authority to derive adequate revenues from the operation of said System; and

WHEREAS, the Township by ordinance and the Authority by resolution have each duly authorized their proper officials to enter into, execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the promises, 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 101. Definitions. As used and referred to in this Agreement, unless a different meaning clearly appears from the context:

“Accountant” means 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, approved April 23, 1946, as amended and supplemented, and the acts amendatory thereof or supplemental thereto;

“Annual Charge” shall have the meaning given to such term in Article IV hereof;

“Authority” shall mean The Delanco Township Sewerage Authority;

“Bond or Bonds” shall mean the Sewer Revenue Bonds of the Authority issued and outstanding under the Resolution including, in addition to the 2022 A and B Bonds, any Additional Bonds issued under the Resolution;

“Township” shall mean The Township of Delanco in the County of Burlington, New Jersey;

“Connection Charges” means the charges imposed by the Authority for connections to the System;

“Consulting Engineer” means Environmental Resolutions Inc., or such other engineering firm or engineer as may be employed by the Authority to perform and discharge the duties and functions of the Consulting Engineer under the Resolution and this Agreement;

“Consulting Engineers Certificate” means a certificate signed by or on behalf of the Consulting Engineer;

“Debt Service Requirements” shall mean, with respect to any period, the amounts required in such period to pay or to be set aside for the payment of the principal of and interest on Bonds or required for mandatory redemption of Bonds under the Resolution or any amendments or supplements thereto, excepting the amounts set aside out of the proceeds of Bonds for payment of interest. For the purpose of ascertaining aggregate Debt Service Requirements, interest shall be computed to mandatory redemption dates to the extent that Bonds are required to be redeemed by mandatory redemption provisions, otherwise computed to stated maturity dates;

“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;

“2022 Bonds” means the Sewer Revenue Bonds, Series 2022 A and B issued by the Authority to finance the Project in the principal amount not to exceed \$1,582,000;

“Operating Expenses” shall mean all costs and expenses of the Authority Payable during any given period to operate, maintain and repair the System or to discharge its obligations under any contracts or agreements, including, without intending to limit the generality of the foregoing:

(a) the costs of labor, materials, supplies, power, insurance, professionals’ fees and expenses, office expenses, administrative expenses and such repairs, renewals, replacements, and improvements as are necessary to maintain adequate service;

(b) such additional amounts as the Authority certifies in an Officers’ Certificate, approved by the Consulting Engineer, to be necessary for future repairs, renewals, replacements or improvements required to maintain adequate service.

“Project” means the sewer project undertaken by the Authority consisting of construction of additional improvements in the Township known generally as the relining approximately 8100 linear feet of existing Authority trunk lines and improvements to existing Authority pump stations and installation of all fittings, equipment, apparatus and facilities required for said sewers or pumping stations, all as more particularly set forth in the plans and specifications of the Consulting Engineer;

“Resolution” means the resolution of the Authority adopted on August 10, 2021 authorizing the issuance of Bonds all amendments thereto and all resolutions supplementary thereto authorizing a particular series of Bonds;

“Service Charge” means rents, rates, fees or other charges for direct or indirect connection with, or the use of services of the System which the Authority is or may be

authorized to adopt, impose and collect in accordance with the provisions of the Act;

“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 Requirements, 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 other obligations of the Authority;

“System” means the plants, structures, on-site wastewater systems and other real and personal property acquired, constructed, maintained or operated or 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, conveyances, and other real and personal property, rights them, 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, or industrial wastes; and

Words importing the singular number include the plural number, and vice versa, and words importing persons, include firms, associations and corporations.

Section 102. Short Title. This Agreement may hereafter be cited by the authority or by the Township and is herein sometimes referred to as the “Service Agreement”.

Section 103. 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

### CONSTRUCTION OF THE PROJECT AND OPERATION OF THE SYSTEM

Section 201. Construction of Project. The Authority covenants that it will proceed with reasonable dispatch to construct and complete the Project in accordance with the plans and specifications of the Consulting Engineer, or in accordance with such change orders or modifications as shall have been approved by the Authority and Consulting Engineer, and to use its best efforts to cause said construction to be completed within the dates set forth in the construction contracts. The Township hereby agrees that it has complete and satisfactory information with respect to the Project and with respect to the estimated Operating Expenses.

The Authority agrees to notify the Township in writing of any major changes in the scope or estimated cost of the Project.

Section 202. Operation and Maintenance of System. The Authority covenants that, upon completion of the Project, it will operate and maintain the System so as to collect and dispose of all Sewage, without limitation as to flow which may, subject to and in conformity with the provisions of all rules and regulations promulgated by the Authority thereunder, be delivered into the System from any property connected thereto in accordance with the provisions of such rules and regulations and upon payment of all Connection Charges and Service Charges in respect of such Sewage. The Authority shall keep and maintain the System in a state of good repair and may from time to time improve or alter the System or renew or replace any part thereof, provided, however, that the Authority shall not finance any Capital Additions, as such term is defined in the Resolution, by the issuance of Additional Bonds until written consent shall have been given by or on behalf of the Township.

Section 203. System Requirements. The Authority may construct, maintain, rate and use such trunk, intercepting and outlet sewers, conduits, pipe lines, mains, pumping and ventilating stations, sewerage disposal systems, plants and works at such places within the Township and such other plants, structures, and conveyances as in the judgment of the Authority are necessary to collect and dispose of sewage or other waste delivered or to be delivered into the System, and the Township grants to the Authority the right to enter upon, use and connect with any existing public drains, sewers, conduits, pipe lines, pumping and ventilating stations and treatment plants and works or any other public property of a similar nature within the Township and to close off and seal outlets and outfalls therefrom, and to construct, maintain and operate the System, free of charge by the Township, along, over, under and in any streets, roads, highways, alleys or other public places within the Township; provided however, that the Authority shall give reasonable advance notice to the Township before commencing any work in any public streets, roads, highways, alleys or other public places within the Township.

### ARTICLE III

#### SERVICE AND CONNECTION CHARGES

Section 301. Service Charges. The Authority covenants to fix, impose and collect Service Charges with respect to all sewage or wastes delivered into the System, and with respect to all use of the System, which shall be sufficient in each Fiscal Year, together with other revenues of the Authority excluding Connection Charges and Annual Charges, to pay or provide for the Debt Service Requirements and Operating Expenses during such Fiscal Year, such reserves as may be required by the terms of the Resolution or by any agreement of the Authority with or for the benefit of holders of Bonds; provided, however, that if the Authority is prohibited from establishing Service Charges at levels sufficient to meet the foregoing covenant by statutory or other legal limitations on such Service Charges or for other reasons beyond its control, it shall not be a violation of this Section so long as the Authority establishes Service Charges at the maximum amount permitted by law and such other circumstances beyond the Authority's control.



Section 302. Amendments to the Service Charges. The Authority covenants and agrees that it will not revise or amend its schedule of Service Charges so as to materially reduce aggregate revenues without the prior written consent of the Township. The Authority may, however, without the consent of the Township, increase its Service Charges or otherwise revise or amend its schedule of Service Charges, if such revision will not materially reduce aggregate revenues, in order to comply with the terms of the Resolution or other covenants or agreements with holders of Bonds.

Section 303. Connection Charges. The Authority covenants to impose and Collect Connection Charges for each connection to the System in such amounts as the Township shall determine to be reasonable and in compliance with the Act and other applicable law. The Authority covenants to apply all revenues derived from such Connection Charges for and towards payment of Operating Expenses or capital projects for and towards establishing and maintaining reserves for the payment of Operating Expenses or capital projects.

Section 304. Collection of Charges. The Authority shall at all times, by all lawful means, collect and enforce prompt payments of all Service Charges and Connection Charges. The means of enforcement shall include, without limitation, discontinuance of sewer service, or enforcement of liens.

#### ARTICLE IV

#### TOWNSHIP PAYMENTS TO THE AUTHORITY

Section 401. Covenant to Pay Annual Charge. In consideration of the Authority's collection of Sewage or other wastes originating in the Township by means of the System and providing for the disposal thereof during each Fiscal Year commencing with the Authority's 2022 Fiscal Year, the Township hereby covenants to and agrees to make the payments in the amounts, at the times, in the manner and subject to the conditions set forth in this Article IV.

Section 402. Determination of Annual Charge. On or before January 1 of each Fiscal Year, the Authority will deliver to the Township a certificate signed by an officer of the Authority and approved by the Accountant and Consulting Engineer setting forth:

- (a) the estimated amount of Service Charges available for the payment of Operating Expenses and Debt Service Requirements during such Fiscal Year;
- (b) the estimated amount, if any, of other Authority revenues or funds, excluding payments by the Township under the Service Agreement, which will be available during such Fiscal Year for the payment of Operating Expenses and Debt Service Requirements;
- (c) the estimated amount payable by the Authority during such Fiscal Year for Operating Expenses and Debt Service Requirements; and

(d) the amount, if any, by which the estimated Operating Expenses and Debt Service Requirements for such Fiscal Year exceeds the sum of the sewer revenues as set forth under paragraphs (a) and (b) of this Section which will be available during such Fiscal Year for the payment of such Operating Expenses and Debt Service Requirements (the “Annual Charge”).

Section 403. Payment Date. The Township covenants and agrees, subject to the provisions of Article V hereof, to pay to the Authority, no later than April 1 of the following Fiscal Year the Annual Charge for such Fiscal Year as set forth in the Authority certificate delivered pursuant to Section 402 above, if required to do so.

Section 404. Budget and Appropriation. The Township covenants and agrees to make all budgetary and other provisions or appropriations necessary to provide for and authorize the payment by the Township to the Authority of the amount of the Annual Charge to be paid by the Township in each Fiscal Year regardless of whether or not utility services are provided in any year, and the Township further agrees to levy and collect ad valorem taxes upon all taxable property within the Township sufficient to pay the Annual Charge as provided herein and to make the necessary budget provisions provided thereof pursuant to the provisions of this Article IV.

Section 405. Payment of Service Charges. 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. Notwithstanding the aforementioned, if the Township is required to make an Annual Charge payment, as herein defined, the Township shall be entitled to set off any payments owed for Service Charges against payments under the Annual Charge.

Section 406. Application of Annual Charges. The Township will in each year make all budgetary and other provisions or appropriations necessary to provide for and to authorize the payment by the Township to the Authority during each Fiscal Year of all amounts due hereunder.

If required, the Township will pay to the Authority the Current Annual Charge stated in the certificate delivered to it by the Authority in equal installments beginning on the first day of the month following final adopting of the Township’s budget and ending December of the same calendar year.

## ARTICLE V

### AUTHORITY REPAYMENTS TO THE TOWNSHIP

Section 501. Covenant to Repay Township. The Authority hereby covenants and agrees that all payments made by the Township to the Authority under the provisions of Article V hereof shall be non-interest bearing loans and shall be repayable to the Township, but only out of Surplus Revenues of the Authority available for such repayments at the end of each Fiscal Year

as provided in this Article V hereof.

Section 502. Repayment from Surplus Revenues. The Township expressly agrees that it has no right to repayment of any amounts paid to the Authority pursuant to Article V hereof except to the extent that the Authority has Surplus Revenues available therefor as provided in this Article V hereof and further agrees that, other than such repayments from such Surplus Revenues, It has no claim, right, title or interest in or to any funds of the Authority whatsoever.

Section 503. Determination of Surplus Revenues. The Township and Authority hereby expressly agree Surplus Revenues will be available at the end of any Fiscal Year for repayment of loans theretofore made by the Township if, and only if:

(a) the Authority shall have complied in such Fiscal Year and all prior Fiscal Years with the terms of the Resolution and all other contracts, agreements and covenants with or for the benefit of holders of Bonds; and

(b) the revenues received by the Authority for or in connection with the operation of the System during such Fiscal Year, including (i) Service Charges; (ii) Annual Charges paid by the Township, if any; and (iii) other revenues received by the Authority or surplus funds available from revenues received in prior Fiscal Years, exceed all Operating Expenses and other obligations of the Authority paid or incurred in such Fiscal Year in connection with the operation of the System or the Bonds issued under the Resolution, including (i) the payment of Debt Service Requirements of Bonds; (ii) any amounts required to establish or maintain reserves for debt service on Bonds or otherwise required to be segregated, held or received by the Authority under the Resolution or under other contracts, agreements or covenants with holders of Bonds as a reserve for working capital; (iii) the payment of all Operating Expenses; and (iv) any additional amounts which the Authority certifies, and the Consulting Engineer and Township approve, as necessary for future repairs, replacements, renewals or improvements required to maintain adequate service;

(c) the amount of such surplus, if any, shall be available to the Authority at the end of any such Fiscal Year for payment to the Township under the Resolution and other Authority contracts, agreements and covenants with holders of Bonds, and the payment thereof to the Township would not render the Authority incapable of performing any obligations under the Resolution or under any other contract, agreement, or covenant with or for the benefit of holders of Bonds in any subsequent Fiscal Year.

Section 504. Accountant Reports. The Authority shall at all times keep proper books of record and account in which complete entries shall be made of all transactions relating to the System or to any part thereof and which, together with all other books, papers and records of the Authority, shall be open to public inspection at all reasonable times. The Authority shall cause an Accountant to make an annual examination and audit of the records and accounts of the Authority relating to the Bonds and the Sewer System and shall furnish to the Township within ninety (90) days of the close of each Fiscal Year a copy of the Accountant's statements and reports. The Accountant shall report in reasonable detail on the financial condition of the

Authority on all funds held by or for the Authority and on the revenues and expenses during such Fiscal Year, including, if applicable, the items of revenue and expenses set forth in Section 503 hereof. Said reports and statements shall also set forth the amount, if any, of Surplus Revenues of the Authority available for payment to the Township in accordance with the provisions of this Article V hereof if the Township shall have made payments of Annual Charges hereunder which have not been reimbursed. The Authority hereby covenants and agrees to pay to the Township, within ten (10) days after the delivery of the reports and statements required by this Section, the amount, if any, set forth in such statements and reports as available to be paid to the Township.

Section 505. Obligation to Perform: Remedies. The Township expressly agrees failure on the part of the Authority to make the payments provided for under this Article hereof shall not relieve the Township from making any payments to the Authority pursuant to Article V hereof or fully performing any other obligation of the Township under this Agreement, the Township may have and pursue any and all other remedies provided by law for compelling by the Authority of its obligations under this Article V hereof. Repayments due Township from the Authority shall not bear interest, unless the Township is required to borrow to make payments towards the Annual Charge under this Agreement, in which case the Township shall be entitled to receive interest in the amount that it is obligated to repay on the borrowed funds.

Section 506. Repayment Obligation. It is expressly understood and agreed that the repayments to be made to the Township by the Authority under this Article V shall be made only to the extent that the Township previously has made loans to the Authority which have been repaid. In the event that no such loans have been made or previously have been fully repaid, any Surplus Revenues of the Authority may be applied at any time or from time to time to such purposes as the Authority may determine, subject always to compliance with the terms and conditions of the Resolution.

Section 507. Authority Records. The Authority shall keep complete and accurate records in each Fiscal. Year of its Operating Expenses, of all other costs and expenses with respect to the System, of the Service Charges charged and collected, of all funds or monies received or owing to the Authority on account of Service Charges, of all Annual Charges received, and of all other matters pertinent to this Agreement. All such records shall be available for inspection at all reasonable times, by authorized employees, officers, agents or representatives of the Township.

## ARTICLE VI

### ENFORCEMENT, DEFAULT AND REMEDIES

Section 601. Authority Remedies. Every obligation assumed 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 obligations including the remedies and processes provided by the Act.

Section 602. Township Remedies. 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 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.

## ARTICLE VII

### MISCELLANEOUS

Section 701. Rules and Regulations. The Authority shall 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, alone 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 and 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.

Section 702. 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 insurable portions of the System and against public or other liability to the extent reasonably necessary to protect the interests of the Authority and Township, and will at all times 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 acts of the Authority, its employees or agents. If the Authority and Township determine that insurance coverage contemplated by this Section cannot be obtained or can be obtained only at a cost deemed excessive, the obligation to carry such insurance hereunder shall be deemed waived and suspended for so long as any such coverage is unavailable or available only at a cost deemed excessive.

Section 703. 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 704. Special Consents by Township. Whenever under the terms of this Agreement 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 705. Special Consents by Authority. Whenever under the terms of 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 a resolution purporting to have been adopted by the Authority or its members and purporting to give such consent.

Section 706. Pledge or Assignment. The Township acknowledges that the Authority intends to assign or pledge, for the benefit and security of the holders of the Bonds pursuant to the terms of the Resolution, all of its rights under the provisions of this 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 a manner which is not adverse to the interests of the owners of the Bonds and is not prohibited by the terms and provisions of the Resolution, a copy of which shall be delivered to the Township Clerk upon the execution hereof. Except for such assignment and pledge, neither the Authority nor the Township shall assign this Agreement or any rights or duties hereunder to any other person or entity.

Section 707. Termination of Service Agreement. This Service Agreement shall terminate upon the later of (a) the date on which all Bonds, together with the interest due thereon and all other obligations under the Resolution, have been paid in full or provision made therefor in accordance with the terms of the Resolution, or (b) the date on which the Authority pays to the Township all amounts due and owing to the Township under the Service Agreement.

Section 708. Execution of Counterparts. This Service 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.

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 and this Service Agreement to be dated as of the year first above written.

THE DELANCO TOWNSHIP  
SEWERAGE AUTHORITY

ATTEST:

\_\_\_\_\_  
BRANDI MOCHERNUCK, Secretary

By: \_\_\_\_\_  
THOMAS FYNAN, Chairman

THE TOWNSHIP OF DELANCO,  
IN THE COUNTY OF BURLINGTON

ATTEST:

\_\_\_\_\_  
JANICE M. LOHR, Township Clerk

By: \_\_\_\_\_  
MICHAEL TEMPLETON, Mayor

\$1,582,000  
Delanco Township Sewerage Authority  
Burlington County, New Jersey  
Sewer Revenue Bonds, Series 2022 A and B

CERTIFICATE OF AUTHORITY  
AS TO SERVICE AGREEMENT

I, BRANDI MOCHERNUCK, Secretary of The Delanco Township Sewerage Authority (the “Authority”), HEREBY CERTIFY that attached hereto is a true and correct copy of the Service Agreement between the Authority and The Township of Delanco (the “Township”) dated as of \_\_\_\_\_, 2022 (the “Service Agreement”) which has been duly authorized and executed pursuant to a Resolution of the Authority duly adopted on August 10, 2021. The Service Agreement has not been modified or amended and remains in full-force and effect as of the date of this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Authority as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
BRANDI MOCHERNUCK, Secretary

(SEAL)