

**BORDENTOWN SEWERAGE AUTHORITY
P.O. BOX 396
954 FARNSWORTH AVENUE
BORDENTOWN, NEW JERSEY 08505
(609) 291-9105**

SERVICE AGREEMENT BETWEEN THE
BORDENTOWN SEWERAGE AUTHORITY
AND

FOR
SANITARY SEWER SERVICE

WHEREAS, the Bordentown Sewerage Authority, (hereinafter "BSA"), P.O. Box 396, 954 Farnsworth Avenue, Bordentown, New Jersey 08505, is a public body created pursuant to the authority of New Jersey Revised Statute 40:14A-1 et. sec.; and

WHEREAS, the BSA is charged, inter alia, with the responsibility for the maintenance, operation and improvement of works for the collection, treatment, purification and disposal of sewage within the City and Township of Bordentown; and

WHEREAS, _____

(hereinafter "Applicant") has its address or principal place of business at _____

and has its agent for the service of process in New Jersey the following: _____; and

WHEREAS, the real property within the _____ of Bordentown described by the following Block and Lot Numbers on the Official Tax Map of the aforesaid municipality is to be developed:

<u>Block</u>	<u>Lot No.</u>	<u>Block</u>	<u>Lot No.</u>

PLEASE CHECK ONE OF THE FOLLOWING:

WHEREAS, the Applicant is the owner of the real property indicated above,

WHEREAS, the Applicant is NOT the owner of the real property indicated above, and the real property owner's consent and signature is below.

OWNER OF REAL PROPERTY INDICATED ABOVE _____, consents to the development of their property and agrees to the terms and conditions of the Bordentown Sewerage Authority.

OWNER

By: _____
Printed/Typed Name ()

WHEREAS, the Applicant has submitted the S-1 Service Application and has requested the BSA to service the units enumerated on that Application with sanitary sewer service.

NOW, THEREFORE, in consideration of mutual promises, covenants and benefits, IT IS HEREBY AGREED, CONTRACTED AND STIPULATED between the BSA and Applicant as follows:

1. CONTINGENT UPON APPROVAL AND AVAILABILITY. The parties hereto fully understand that the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection (NJDEP) may exercise jurisdiction over sanitary sewer services and from time to time may promulgate rules and regulations affecting said services. The parties hereto agree that the obligations of the BSA under the terms of this Agreement shall be contingent upon the BSA and the Applicant receiving all necessary approvals from the aforesaid agencies to provide said services and further, shall be contingent upon full compliance with any order, rule or regulation of the aforesaid agencies. In the event that the BSA is prohibited from providing, offering or extending said services to the Applicant by reason of any order, rule or regulation of the aforesaid agencies, then the obligation of the BSA to provide, offer or extend such services to the Applicant shall be suspended until such time as the BSA shall receive authorization from the aforesaid agencies to provide, offer or extend such services to the Applicant.

Further, Applicant expressly understands that this Agreement and the obligations imposed upon the BSA herein for sewer services are contingent upon the BSA having capacity at its sewer facilities, taking into consideration any outstanding sewer main extension permits issued by the NJDEP or any outstanding sewer permits or agreements of the BSA.

2. BSA RULES AND REGULATIONS AND SPECIFICATIONS. The Applicant agrees to abide by the Rules and Regulations promulgated by the BSA as well as the Specifications for Construction as they are in existence now and as they may be modified from time to time. The Applicant acknowledges that said Rules, Regulations and Specifications have been made available to Applicant for inspection and purchase prior to signing this Agreement and that said Rules, Regulations and Specifications are satisfactory to Applicant. All Rules, Regulations and Specifications of the BSA are incorporated by reference into this Agreement and shall constitute a contract between the Applicant and BSA and Applicant agrees to be bound contractually thereby.

3. CONNECTION FEES. The Applicant shall pay such connection fees as are provided by the Rules and Regulations and the prevailing rate schedule of the Authority. In the event that there is any physical or operational change associated with an increase in estimated projected flow of water to any building, facility or structure of a nonresidential customer for which a building permit, site plan, subdivision or other municipal approval is required, the Applicant agrees to pay an additional connection fee corresponding with the amount of estimated increased usage.

4. USE OF FACILITIES. The BSA shall be permitted the free and uninterrupted use of all sewer systems and facilities constructed and installed by Applicant. The BSA shall be permitted to make and utilize such connections with the systems and facilities as may be required by the BSA, even if the systems and facilities remain the private property of the Applicant or have not yet been dedicated to the BSA. The Applicant agrees to provide, at no cost to the BSA, such easements as may be necessary to permit the connection to, or use of, the systems and facilities.

5. AGREEMENT BINDING. This Agreement shall be binding upon the Applicant and the BSA, and shall run with the ground and shall be binding upon their successors, assignees, purchasers, heirs, executors or administrators. The Applicant agrees to be responsible for the payment of all charges against the escrow account established for this development. In the event the project is sold or any interest transferred to a third party, the Applicant shall continue to be responsible for such charges unless the third party assumes such obligation in a written agreement with the Authority.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this _____ day of _____, 20_____.

WITNESS/ATTEST:

Printed/Typed Name ()

APPLICANT

By: _____

Printed/Typed Name ()

BORDENTOWN SEWERAGE AUTHORITY

By: _____