

THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY
1 Park Drive
P.O. Box 486
Mount Holly, New Jersey 08060-0486
(609) 267-0015

SERVICE AGREEMENT BETWEEN
THE MOUNT HOLLY MUNICIPAL UTILITIES
AUTHORITY AND

FOR
SANITARY SEWERAGE SERVICE

WHEREAS, The Mount Holly Municipal Utilities Authority, (hereinafter "AUTHORITY"), 1 Park Drive, Mount Holly, New Jersey is a public body created by the governing body of the Township of Mount Holly pursuant to the provisions of the Sewerage Authorities Law (P.L. 1946, c. 138) of the State of New Jersey, as amended and supplemented; and

WHEREAS, the AUTHORITY 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 AUTHORITY Service Area; and

WHEREAS, _____(hereinafter "Applicant")

has its address or principal place of business at: _____

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

_____; and

WHEREAS, the Applicant is the owner of real property within the Township
of _____
described by the following Block _____and Lot Number(s) _____
of the Official Tax Map of the Township of _____:

WHEREAS, the Applicant has submitted the S-1 APPLICATION FOR SEWERAGE SERVICE and has requested the AUTHORITY 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 AUTHORITY 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 AUTHORITY under the terms of this Agreement shall be contingent upon the AUTHORITY 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 AUTHORITY 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 AUTHORITY to provide, offer or extend such services to Applicant shall be suspended until such time as the AUTHORITY shall receive authorization from the aforesaid agencies to provide, offer or extend such services to Applicant.

Further, Applicant expressly understands that this Agreement and the obligations imposed upon the AUTHORITY herein for sewerage services are contingent upon the AUTHORITY having capacity at its sewerage treatment facilities at the time this Service Agreement is executed, taking into consideration any sewerage agreements with other applicants which are completed, fully paid and prior in time to this Agreement.

In the event that the AUTHORITY shall be prohibited from extending service to Applicant because of any order or regulation of the aforesaid agencies or because the capacity is not available, the AUTHORITY shall be obligated to provide service to the Applicant as soon as it is permitted by the aforesaid agencies, or as soon as the capacity is available, taking into consideration any service agreements with other applicants which are completed, fully paid and prior in time to this agreement.

2. AUTHORITY RULES AND REGULATIONS AND SPECIFICATIONS FOR CONSTRUCTION

The Applicant agrees to abide by the Rules and Regulations promulgated by the AUTHORITY as well as the Specifications for Construction as they are in existence now and as they may be modified from time to time. 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 AUTHORITY are incorporated by reference into this Agreement and shall constitute a contract between the Applicant and AUTHORITY 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 *Schedule of Rates* of the Authority. In the event that there is any physical or operational change associated with an increase in estimated projected sewer usage from 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 sewer usage.

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

5. ENGINEERING PLANS FOR SYSTEMS AND FACILITIES. Applicant shall file S-1 "APPLICATION FOR SEWERAGE SERVICE" and shall have paid all required fees at the time of the application. The APPLICATION FOR SEWERAGE SERVICE shall have been accompanied by six (6) copies of conceptual engineering plans for sewerage system and facilities to be constructed. For the purpose of this Agreement, "systems and facilities" shall be defined to include all mains, force mains, pumping stations, and any and all related appurtenances, excluding only laterals from the curb line to the building serviced. Said conceptual engineering plans, having been approved by the AUTHORITY upon the advice of its consulting engineers, shall be redrafted into construction plans which, after approval by the AUTHORITY, shall constitute the plans and specifications by which said sewerage system and facilities shall be constructed by Applicant and Applicant hereby agrees to construct the sewerage system and facilities in strict accordance with the Rules, Regulations and Specifications of the AUTHORITY.

6. SCHEDULE OF DEVELOPMENT. Applicant certifies that the following is the proposed chronological schedule of development by sections for the units to be constructed:

ESTIMATED CONNECTION DATE	SECTION NUMBER	NUMBER OF UNITS	TYPES OF UNITS

7. PERFORMANCE BONDS. Prior to the commencement of any construction, the Applicant shall post with the AUTHORITY a performance bond with the corporate surety authorized to do business in the State of New Jersey, in the amount of One Hundred (100%) percent of the estimated cost of the system and facilities to be constructed under the terms of this Agreement. The estimated cost shall be prepared by the AUTHORITY, upon the advice of its consulting engineer. Performance Bonds shall be posted by section, unless approval to the contrary is given by the AUTHORITY.

8. CONSTRUCTION. The Applicant shall construct and install, at no cost to the AUTHORITY all off site sewerage systems and facilities, including mains, force mains, pumping stations and any and all related appurtenances which are necessary to extend service from the existing sewerage system and facilities of the AUTHORITY to the units for which application for service has been made under this Agreement. All construction shall be in accordance the Rules, Regulations and Specifications of the AUTHORITY and the engineering plans submitted by Applicant and approved by the AUTHORITY.

9. INSPECTION. The AUTHORITY or its consulting engineers shall inspect the construction of the aforesaid sewerage systems and facilities to determine whether said systems and facilities are being constructed in the agreed manner. The AUTHORITY shall inform Applicant of any improper construction or of any deviation from the approved plans or AUTHORITY Rules, Regulations and Specifications. Applicant shall thereafter correct any defects or deficiencies. The AUTHORITY shall be under no obligation, notwithstanding any other paragraph in this Agreement to the contrary, to provide sewerage service to Applicant if said systems and facilities are not built in accordance with the approved construction plans and the AUTHORITY Rules, Regulations and Specifications. The cost of all inspections shall be borne by the Applicant.

10. SUBMISSION FOR ACCEPTANCE. After construction has been completed, Applicant shall request in writing that the AUTHORITY accept the sewerage systems and facilities constructed pursuant to this Agreement. The Applicant shall, at the time of the request, submit to the AUTHORITY any and all documents which are necessary to:

- a. Dedicate all sewer systems and facilities including mains, force mains, pumping stations and any and all related appurtenances except laterals to the AUTHORITY;
- b. Deed, at no cost to the AUTHORITY, all necessary titles or easements to the lands necessary for the maintenance or operation of the sewerage systems and facilities, including easements for extensions of mains to adjacent properties;
- c. Post a two-year maintenance bond in the amount of ten (10%) percent of the total construction costs as determined by the AUTHORITY to cover costs of repair for any latent defects discovered during the two-year period; and
- d. Furnish to the AUTHORITY drawings of the sewerage system and facilities as built.

11. EFFECT OF ACCEPTANCE. Upon acceptance by the AUTHORITY of the sewerage system and facilities as aforesaid, the Applicant shall be entitled to submit a Request for Sewer Permits for any or all units located in sections for which acceptance has been completed. The applicable connection fees shall be paid in full at the time Permits are requested. Connection fees shall be at the rates prevailing at the time Permits are requested.

12. SPECIAL CONDITIONS OF ISSUED PERMITS.

- a. The Applicant acknowledges and agrees that any sewer connection permit issued by the Mount Holly Municipal Utilities Authority ("AUTHORITY") shall be valid for a period of one (1) month from the date of issuance.
- b. For purposes of this section, a physical connection shall be deemed to occur when the building's internal sewer facilities are connected to the AUTHORITY sewer system and are capable of being used.
- c. If a physical connection is not made within the one (1) month permit period, the permit shall automatically expire without further notice and shall be null and void.
- d. An Applicant whose permit has expired may submit a new application for a sewer connection permit at any time. The Applicant shall be entitled to a credit for the connection fee previously paid; however, if the connection fee in effect at the time the new permit is issued exceeds the amount previously paid, the Applicant shall be responsible for paying the difference between the amount previously paid and the connection fee then in effect before the new permit is issued.
- e. The Applicant shall certify in writing to the AUTHORITY the date on which the physical connection is made. Upon the date of the physical connection, the AUTHORITY shall assess, and the Applicant agrees to pay, all applicable sewer service charges in accordance with the AUTHORITY's then-current rate schedule.

13. FEE SCHEDULE. Applicant shall pay to AUTHORITY the following fees:

- a. An "APPLICATION FOR SEWERAGE SERVICE" fee in the amount of \$60.00 for S-1 shall have been paid in full at the time of submission of the S-1 application and accompanying conceptual engineering plans.
- b. Conceptual review fees shall have been posted at the time of the submission of the S-1 "APPLICATION FOR SEWERAGE SERVICE" in the amount of \$30.00 for each equivalent dwelling unit (EDU) receiving sewer service.
- c. Connection fees shall be paid in full at the time that Sewer Permits are requested for all Permits that are requested. The connection fees charged Applicant shall be the fees prevailing at the time Permits are requested.
- d. Escrow fees for inspection, engineering review, legal review and other services which may be provided by the AUTHORITY to the Applicant shall be posted at the time that S-3 Applications are submitted to the AUTHORITY with accompanying construction plans by sections, said fees to be based upon the prevailing escrow rates contained in the Rules and Regulations. Any funds remaining in the Conceptual Review Fee Account shall be credited to this escrow account at the time that this Agreement is signed. Said fees are to be held in escrow for use by the AUTHORITY on behalf of the Applicant only. In the event the escrow fund is depleted or in deficit, the Applicant shall post additional escrow funds with the AUTHORITY in an amount to be set by the AUTHORITY. The Applicant hereby agrees that all costs incurred by the AUTHORITY for inspection, engineering review, legal review, and for other services provided to Applicant by the AUTHORITY shall be reimbursed to the AUTHORITY by Applicant from this escrow account. The AUTHORITY shall, from time to time, withdraw funds from this escrow account to reimburse itself for such expenses.

14. USE OF FACILITIES. The AUTHORITY shall be permitted the free and uninterrupted use of all sewerage systems and facilities constructed and installed by Applicant during the periods prior to final acceptance by the AUTHORITY.

15. AGREEMENT BINDING. This Agreement shall be binding upon the Applicant and the AUTHORITY, 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 project. 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.

16. The covenants and conditions contained herein embody the entire agreement between the parties and no other agreements exist, except as to any other written agreements between the parties.

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

WITNESS/ATTEST
:

(Name and Title)

APPLICANT

By:_____
(Name and Title)

ATTEST:

Jennifer Rivera, Secretary

THE MOUNT HOLLY MUNICIPAL
UTILITIES AUTHORITY

By: _____
Richard DiFolco, Chairperson