

RULES - AD - 1975 - 20

5-19-1975

• Contract between AT&T + Bedminster

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This Contract made this 19th day of May, 1975, between AMERICAN TELEPHONE AND TELEGRAPH COMPANY, Long Lines Department ("Telephone Company"), having an office at 400 Hamilton Avenue, White Plains, New York 10601, and the TOWNSHIP OF BEDMINSTER, IN THE COUNTY OF SOMERSET, New Jersey ("Township"),

WITNESSETH:

That in consideration of the agreements expressed herein, the Telephone Company and the Township do hereby agree as follows:

FIRST: The Telephone Company, acting as Agent for the Township, will for the Township, design, construct and be responsible for the initial operation of a completely operational 200,000 gallon capacity per day sewage treatment plant ("Plant") including fencing, finished grading and landscaping and connection provisions for the Township, Borough of Far Hills and the Telephone Company per plans and specifications below incorporated by reference, on a portion of property ("Site") owned by the Township as shown on a certain plan entitled "Bedminster Sewage Treatment Works" prepared by Joseph R. Loring & Associates, Inc., being particularly Drawing #1 entitled "General Site Plan" revised to April 4, 1975, and Drawing #2 entitled "Detail Site Plan" revised to March 25, 1975, a copy of both of which are on file in the office of the Township's Clerk, to the benefit of and for the use of the Township, Borough of Far Hills, and the Telephone Company.

SECOND: The Telephone Company's Representative is Joseph V. Franco and the Township's Representative is John Cilo, Jr., or, in each case, other persons designated in writing to the other party.

THIRD: The Plant shall be constructed at no cost to Township except for cost of the Site, unless the Township requires changes or modifications from the plans and specifications incorporated by reference below.

FOURTH: The plans and specifications entitled "Bedminster Sewage Treatment Works" prepared by Joseph R. Loring & Associates, Inc., as approved by the New Jersey State Department of Environmental Protection are hereby incorporated by reference and made a part hereof. The agreement documents are complementary and what is called for by any one shall be as if called for by all. A copy of such plans and specifications are file in the office of the Township's Clerk.

FIFTH: Telephone Company is granted the right, as agent of the Township, to enter upon the Site at all times, in connection with the construction of the Plant and to contract with other contractors of its choice for such construction who shall have the same right to enter upon the Site.

SIXTH: No waiver of, or failure to exercise on the part of either party hereto, any option, right or privilege under the terms of this Contract on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

SEVENTH: The Telephone Company does not warrant, guarantee, or in any manner assume responsibility for accuracy, uniformity, or the correctness of the statements, data, assertions, analyses, evaluations, or recommendations contained in the matter prepared by independent contractors hired by the Telephone Company as Agent for the Township except as otherwise contained herein in this agreement. Neither does the Telephone Company warrant, guarantee, or in any manner assume responsibility for the construction of the sewage treatment plant except as otherwise contained herein in the agreement.

EIGHTH: The Telephone Company shall obtain all required governmental permits and approvals in the name of the Township at no cost to the Township and the Township agrees to apply for, or otherwise claim, any exemptions applicable under law, respecting the cost of such permits, for the benefit of Telephone Company.

NINTH: Operating parameters of the Plant shall conform to the following: (a) "Standards of Effluent Discharge to be Met by Wastewater Treatment Plants Operating Within the Boundaries of the Township of Bedminster Somerset County, New Jersey" adopted by the Township's Board of Health November 8, 1973, and revised December 7, 1973, a copy of which is on file in the office of the Township's Board of Health; (b) variances from the aforementioned standards granted by the Township's Board of Health on March 7, 1974; (c) further requirements of the Department of Environmental Protection, Division of Water Resources, as set forth in its

letter of November 11, 1974 to the Township's Engineer and signed by S. T. Giallella, P. E., Assistant Bureau Chief; and (d) requirements and standards as set forth in application made by the Township to the United States Environmental Protection Agency in document entitled "Application for Permit to Discharge Wastewater" dated March 24, 1975. The Telephone Company will provide test procedures, test equipment and start up test chemicals as detailed in the plans and specifications incorporated by reference above to verify the parameters.

TENTH: The Telephone Company shall furnish the Township with detailed operating cost estimates per unit of volume of sewage treated to establish preliminary operating cost data and provide a basis for determining if design parameters are in fact demonstrated by plant operation.

ELEVENTH: The Telephone Company shall provide the Township with a complete Plant description, operating manual and instructions and expressly assign to the Township all guarantees and warranties for equipment which the Telephone Company obtained as agent for the Township in constructing the Plant and an operator training program for Plant operation after construction thereof. In addition, Telephone Company will furnish Township with three complete sets of "as built" construction drawings, equipment and shop drawings and systems instructions books and a listing of the suppliers' sales and service facilities in the area.

TWELFTH: Sludge removal procedures, handling methods and disposal costs as well as an evaluation of and determination of an agency who will accept this material up to the full output of the plant shall be provided by the Telephone Company. If, within the four months' period hereinafter referred to, there appears any major deviation in the sludge characteristics from those used in determining such procedures, methods and costs, then the Telephone Company will make adjustments in the plant to rectify such deviation.

THIRTEENTH: The Telephone Company shall supply a suggested preventative maintenance schedule for all major equipment including tanks and compartments therein with special emphasis on the suggested method of repair where there is only one such element within the system.

FOURTEENTH: The Telephone Company will, as agent of the Township, operate and maintain this plant from its initial start-up until all the parameters of design are adequately demonstrated for a period not to exceed four (4) months, at which time this agency responsibility will cease and the Plant will be placed under the exclusive control, ownership and operation of the Township. The Telephone Company will be responsible for the salary and associated compensation cost of the plant operator during construction and this initial start-up period not to exceed four (4) months. Should equipment or system failures, or inadequate design, be discovered during the above period it shall be the responsibility of the Telephone Company to rectify such deficiencies and restore the level of the parameters of performance

prior to acceptance of the plant for operation by the Township. However, the Telephone Company will not be responsible to participate in any expansion or modification of this plant beyond that shown on plans and specifications above incorporated herein.

FIFTEENTH: When the plant is under full control and operation by the Township, the Telephone Company shall become a customer of the facility paying rates based upon operating costs, reviewed by the Telephone Company and shared by all participants based upon sewage flow. The Telephone Company will provide a flow meter on its property for determining its output and this meter shall be accessible to properly authorized Township personnel, upon notification in advance of any entry to the Manager of Building Services, to read the quantity on a regular basis.

SIXTEENTH: The Telephone Company shall provide the qualification requirements, as prescribed by the State, of an operator for this plant and with which the Township shall select a qualified operator.

SEVENTEENTH: The Telephone Company shall indemnify and save the Township harmless from all claims, losses, or suits for injuries, death or damage and from all liens which may result from the sole negligence of the Telephone Company and its agents in the performance of the Plant construction work of this contract, and shall defend on behalf of the Township, any suit brought against the Township for any such damage, injury or death.

EIGHTEENTH: The Township agrees to make all reasonable efforts to provide a suitable and convenient area on its land for the use of temporary storage facilities, temporary officers, or

equipment and supplies which are to enter into or be required for the construction of the Plant.

NINETEENTH: The Township agrees to make available to the Telephone Company any engineering studies, surveys, or other matters of an informational or engineering nature respecting the Site which the Township may possess. The Telephone Company, in reliance upon such studies, surveys, reports, etc. will not assume responsibility for their accuracy or correctness.

TWENTIETH: The Township agrees that the cost of construction, or value, of the plant constructed under this agreement will not, directly or indirectly, be included in the appraisal or valuation for Township tax purposes, of other real or personal property of the Telephone Company in the Township. The Township also agrees to furnish documentation to Telephone Company and taxing authorities as necessary to establish exemption from sales and other taxes on the Plant and its construction.

IN WITNESS WHEREOF, the Telephone Company and the Township have executed this Contract, in duplicate, the day and year first above written.

AMERICAN TELEPHONE AND TELEGRAPH
COMPANY

Long Lines Department

BY

A. C. Stark, Jr.
A. C. Stark, Jr.
Vice President and General
Manager

App'd as
to Party
Exec Atty.

TOWNSHIP OF BEDMINSTER, IN THE
COUNTY OF SOMERSET

BY

Albert E. Winkler
Albert E. Winkler, Mayor

Attest:

J. H. Peters
Assistant Secretary

Attest:

Frank P. Robertson
Frank P. Robertson, Clerk

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

BE IT REMEMBERED, that on May 19 , 1975, before me, the subscriber, An Attorney at Law of the State of New Jersey, personally appeared Frank P. Robertson who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Township Clerk of the Township of Bedminster, in the County of Somerset, one of the parties named in the within Instrument; that Albert E. Winkler is the Mayor of said Township; that the execution as well as the making of this Instrument, has been duly authorized by a proper resolution of the Township Committee of the Township of Bedminster, in the County of Somerset; that deponent well knows the seal of said Township; and that the seal affixed to said Instrument is the proper Township seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Township of Bedminster, in the County of Somerset, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.



Frank P. Robertson

Sworn to and subscribed
before me the date afore-
said.



Edward D. Bowlby, An Attorney at
Law of the State of New Jersey