

RULS - AD - 1979 - 10
1/26/1979

Agreement between Bedminster and Far Hills

pg 8

Jan. 26 '79 (Final)

THIS AGREEMENT, made this day of , 1979,
by and between The Township of Bedminster in the County of
Somerset, a municipal corporation of the State of New Jersey, here-
inafter referred to as "the Township", and the Borough of Far Hills
in the County of Somerset, a municipal corporation of the State of
New Jersey, hereinafter referred to as "the Borough",

WITNESSETH THAT:

WHEREAS, the Township is the owner of a sewage treatment
plant constructed by American Telephone and Telegraph Company,
Long Lines Department, for its use as well as for the use of the
Township and the Borough; and,

WHEREAS, the Township has constructed for its residents a
sewerage collection system leading to such plant, and in so doing
has also provided within such system sewerage lines to accommodate
flow from within the Borough; and,

WHEREAS, the parties hereto desire to provide for the
treatment by such plant of effluent from the sewerage system of
the Borough upon the terms and conditions hereinafter set forth;

Now, Therefore, it is agreed by and between the parties
hereto as follows:

1. The Borough shall be responsible for the transmission
of its effluent from its sewerage collection system, across the
Raritan River and properties in Bedminster Township, to connection
with the Township's sewerage collection system on premises within
the Township known as Lot 23 Block 35 on the Tax Map, at Manhole
I-8A as shown on plans dated December, 1975, prepared for the Town-
ship by Elson T. Killam & Associates, Inc. entitled "Sanitary
Sewers Contract 1 Village of Bedminster Lateral and Interceptor
Sewers". Such responsibility shall include acquisition of the
necessary easements and construction of sewer lines, and the
maintenance thereof thereafter.

RULS - AD - 1979 - 10

2. The Borough will construct at its own expense a flow meter and chamber with appurtenances at an appropriate point so as to measure the amount of effluent flowing from the Borough into the Township collection system. Maintenance of the meter chamber shall be the responsibility of the Borough. The metering equipment therein shall be maintained by the Township and included as a general expense of operating the sewerage plant. However, should circumstances require replacement of substantially all of such metering equipment, the cost thereof shall be borne by the Borough. Replacement equipment shall be approved by the Township Sewer Plant Operator and the Township Engineer.

3. The Borough shall pay to the Township the sum of \$24000 toward the overall cost of installation of a 14-inch interceptor line heretofore constructed by the Township to accommodate the flow from the Borough; such payment to be made forthwith upon the Borough's connecting to the Township's collector system.

4. The parties hereto recognize that the sewer plant has been designed to serve the needs of three principal users: the Township, the Borough, and American Telephone and Telegraph Company, Long Lines Department; and that the expenses of operating and maintaining the plant are to be divided among such three principal users in proportion to their respective flows to the total plant flow. The Borough's flow shall be determined by the meter readings at the meter chamber hereinabove provided for, and the Borough shall pay to the Township its proportionate share of the sewer plant maintenance and operating costs at the same rate as shall be paid by the other two principal users; it being the intention of the Township to treat all users of the sewer plant on an equal and equitable basis. Such costs shall include all expenses of the administration, operation and maintenance of the plant and shall include a reserve fund for plant and equipment

replacement, budgeted in accordance with sound budgeting practices, but shall not include any costs associated with either the Township's or the Borough's operation or maintenance of their own collector systems. Capital costs not covered by the reserve fund shall be shared on the same basis as maintenance and operation costs. The balance in the reserve fund shall not exceed \$100,000 without the written consent of the parties hereto. If by reason of the requirements or the flow contribution of either the Township or the Borough, additional capital costs are incurred which are not necessitated by the requirements or flow contribution of another common user of the sewer plant, such capital costs shall be the sole responsibility of the user for whom such capital costs shall have been incurred.

5. The charges for each year shall be based upon the annual budget prepared by the Township and shall be paid quarterly by the Borough on March 1, June 1, September 1, and December 1 of each year. Any upward or downward adjustment of charges shall be made in the second quarter of each year in order to reflect the actual expenditures for the prior calendar year.

6. The Township and the Borough will have unlimited access to the meter chamber to check operations of meter and accuracy of meter records. Copies of the Township's readings will be forwarded to the Borough and the Borough will be immediately advised of any upward or downward abnormalities in the Borough's flow. Should the meter furnished by the Borough fail to operate, the billing to the Borough will be based upon its proportionate share of the total flow for such time as its meter is inoperable, as estimated and developed by the Plant Operator, using the information available from the remaining operable meters within the sewer system and any past operating history.

7. The Township will maintain accurate records and books of account on plant operation for a period of three years, as per state requirements. The Borough will have unlimited right of inspection of such records for purposes of verification.

8. The Township shall reserve in the sewer plant sufficient capacity to provide for an average flow from the Borough of 35,000 gallons per day, and the Borough agrees not to exceed this average over any consecutive seven day period. Should a higher average flow at any time occur so as to overtax the Township's sewer facility (as determined by the Township Sewer Plant Operator) the Borough shall take whatever steps are necessary in order to reduce its flow so as to reasonably assure that excessive average flow will not reoccur.

Should the Borough fail to do so within 30 days after written notice from the Township Sewer Plant Operator, a surcharge of \$250 per day shall be added to the total annual charges payable by the Borough and shall remain in effect for every day thereafter until the Borough complies with the provisions of this paragraph. Following notification from the Township and until the Borough complies with the provisions of this paragraph, the Borough shall not permit any new connections to its collector system.

9. The Borough shall take whatever steps are necessary in order to assure that all rules, regulations, and standards now or hereafter applicable to and enforceable against sewer users in the Township will also be applicable to and enforceable against sewer users in the Borough, including, but without limitation, the provisions of any Township ordinances, rules, or regulations governing the type or quality of sewage permissible in the sewerage system and the prohibitions of the use of the system for storm drains, leaders, gutters, sump pumps, or other storm water drainage. The Township's representatives shall have the right to test

sewerage within or entering the Borough's collector system in order to assure compliance with this section. Should it be found that any Township rule, regulation, or standard is not being met, the Township shall so notify the Borough Clerk. If the Borough fails to remedy any such failure within twenty-four hours of such notification, a surcharge of \$250 per day shall be added to the total annual charges payable by the Borough, and shall remain in effect so long as such non-compliance continues. Further, the Borough shall be liable to the Township for any damage to the Township plant, equipment, or sewerage system caused by sewage emanating from the Borough's sewerage system which is not in conformance with the aforementioned rules, regulations and standards of the Township.

10. Failure of the Township to notify the Borough of its non-compliance with either paragraphs 8 or 9 on one or more occasions shall not be deemed a waiver of its right to so notify the Borough at any time thereafter; nor shall such failure relieve the Borough of any of its obligations thereunder following such notification.

11. The Borough shall have the right to appoint a non-voting representative to the Sewer Advisory Committee of the Township, or any other board or body hereafter created concerning the operation and maintenance of the sewer plant. Such person shall be entitled to attend all regular and special meetings of such Committee, board or body, and shall receive all notices including notices of regular and special meetings, minutes of meetings, reports, etc. pertaining to the plant operation.

12. This agreement shall remain in full force and effect for a period of ten years from the date hereof, and shall automatically be renewed upon the same terms and conditions for an additional ten years unless either party hereto shall elect to

renegotiate. Written notice of intention to renegotiate shall be given by the governing body of either party hereto to the governing body of the other party hereto, at least one year prior to expiration of agreement or any renewal thereof. Should such renegotiations not be accomplished by agreement, the matters in controversy shall be settled by arbitration procedures as provided in the New Jersey Statutes.

In Witness Whereof, the Township and the Borough have executed this Agreement the day and year first above written.

The Township of Bedminster in the
County of Somerset

By _____
Paul F. Gavin, Mayor

Attest:

Frank R. Robertson, Clerk

Borough of Far Hills in the County
of Somerset

By _____

Attest:

Mary A. Bowker, Clerk

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

BE IT REMEMBERED, that on _____, 1979, 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 Paul F. Gavin 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

STATE OF NEW JERSEY)
) SS. ;
COUNTY OF)

BE IT REMEMBERED, that on _____, 1979, before me, the subscriber, An Attorney at Law of the State of New Jersey, personally appeared Mary A. Bowker, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction that she is the Borough Clerk of the Borough of Far Hills, in the County of Somerset, one of the parties named in the within Instrument; that _____ is the Mayor of said Borough; that the execution as well as the making of this Instrument, has been duly authorized by a proper resolution of the Borough Council of the Borough of Far Hills, in the County of Somerset; that deponent well knows the seal of said Borough; and that the seal affixed to said Instrument is the proper Borough seal and was thereto affixed and said Instrument signed and delivered by said Mayor as and for the voluntary act and deed of said Borough of Far Hills, in the County of Somerset, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Mary A. Bowker

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

Robert K. Hornby, An Attorney at
Law of the State of New Jersey

*K between
Bedminster +
Far Hills for
latter's use of
former's sewage
plant
1/26/79*