

SERVICE CONTRACT

between

THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

and

THE MAYOR AND COMMON COUNCIL OF THE TOWN OF BOONTON
THE TOWNSHIP OF BOONTON, IN THE COUNTY OF MORRIS
THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS
TOWN OF DOVER
BOROUGH OF ROCKAWAY
THE TOWNSHIP OF ROCKAWAY, IN THE COUNTY OF MORRIS
THE RANDOLPH TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
THE WHARTON SEWERAGE AUTHORITY
THE TOWNSHIP OF RANDOLPH, IN THE COUNTY OF MORRIS
BOROUGH OF WHARTON

Dated *July* 1, ~~1975~~ 1976

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SERVICE CONTRACT

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THIS AGREEMENT

made and dated as of the first day of *July*, ~~1975~~ 1976

BETWEEN

THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY (the "Authority"),
a public body corporate and politic of the State of New Jersey,

AND

THE MAYOR AND COMMON COUNCIL OF THE TOWN OF BOONTON, THE TOWNSHIP OF BOONTON, IN THE COUNTY OF MORRIS, THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS, TOWN OF DOVER, BOROUGH OF ROCKAWAY, AND THE TOWNSHIP OF ROCKAWAY, IN THE COUNTY OF MORRIS, each being a municipal corporate of the State of New Jersey, situate in the County of Morris and hereinafter referred to as "Municipality",

AND

THE RANDOLPH TOWNSHIP MUNICIPAL UTILITIES AUTHORITY (the "Randolph Authority") AND THE WHARTON SEWERAGE AUTHORITY (the "Wharton Authority"), each a public body politic and corporate of the State of New Jersey,

AND

THE TOWNSHIP OF RANDOLPH, IN THE COUNTY OF MORRIS ("Randolph Township") AND BOROUGH OF WHARTON ("Wharton Borough"), each being a municipal corporation of the State of New Jersey, situate in the County of Morris

W I T N E S S E T H

WHEREAS, the areas of the Participants (hereinafter defined) together comprise an integral body of territory and pursuant to the

Sewerage Authorities Law (N.J.S.A. §§40:14A-1 et seq.), constituting Chapter 138 of the Pamphlet Laws of 1946 approved April 23, 1946, of the State of New Jersey and the acts amendatory thereof or supplemental thereto (herein sometimes called the "Act") the Authority was created by their several ordinances duly adopted in the single calendar year 1971 by the respective governing bodies of the several Participants; and

WHEREAS, the Authority is a public body corporate and political of the State of New Jersey organized and existing under said Act constituting a political subdivision of the State established as an instrumentality exercising public and essential governmental functions to provide for the public health and welfare, with all necessary or proper powers to acquire, construct, maintain, operate and use works for the relief of the Rockaway River and other waters in, bordering or entering the District (hereinafter defined) from pollution or threatened pollution and for improvement of conditions affecting the public health; and

WHEREAS, there are in and about the territory of each of the Participants waters which are polluted and subject to pollution by sewage and industrial and other wastes arising from causes within such territory; and

WHEREAS, in order to reduce or eliminate such pollution or threatened pollution the Authority is ready to design, acquire, construct and put in operation certain necessary and required improvements, alterations and extensions to its existing sewage disposal system (the Project hereinafter defined), and can most economically do so if the Participants become legally bound to accept and pay for

sewage and waste treatment service through such improved and extended facilities; and

WHEREAS, each Participant has determined that it will be advantageous to it and to its residents with state and federal financial assistance, and it has been requested and is willing, to have sewage and other wastes originating from it or within its territory treated and disposed of by the Authority pursuant to the terms of this agreement and to be obligated to make payments for or with respect to any or all such service made or to be made available to them hereunder on the terms, in the amounts, and at the times herein provided for, and such Participant has duly authorized its proper officials to enter into and execute for it this agreement;

NOW THEREFORE, in consideration of these premises, of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the others, the Authority and the Participants, each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I.

Definitions

Section 101. Defined Terms. As used or referred to in this agreement, unless a different meaning clearly appears from the context:

(1) "Accountant's Certificate" means an opinion signed by or on behalf of a registered municipal accountant or a certified public accountant of the State of New Jersey, employed by the Authority;

(2) The term "Act" shall have the meaning given or ascribed to such term in the foregoing introduction and recitals to this agreement;

(3) The term "Annual Charge" shall have the meaning given or ascribed to such term in Article IV of this agreement;

(4) Articles and Sections mentioned by number only are the respective Articles and Sections of the Service Contract so numbered;

(5) "Authority Officer" means the Chairman, any Vice-Chairman, the Secretary or the Treasurer of the Authority;

(6) "Bond" means any bond, note or other evidence of indebtedness heretofore or hereafter issued by the Authority;

(7) "Consulting Engineer" means the engineering firm of Elson T. Killam Associates, Inc. of Millburn,

New Jersey, or any other or different independent engineer or firm of engineers (who may be an engineer or firm of engineers retained by the Authority for other purposes) selected by the Authority and of recognized standing for skill and experience with respect to design and operation of sewerage systems or facilities;

(8) The term "county" shall have the meaning given or ascribed to such term in the Act;

(9) "District" means the area within the territorial boundaries of the Participants;

(10) "Federal Act" means the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended by the Federal Water Pollution Control Act Amendments of 1972 (Pub. L. 92-500 and Pub. L. 93-243), as the same may be further amended and supplemented;

(11) "Fiscal Year" means the period of twelve calendar months beginning with January 1 of any year and ending with December 31 of such year;

(12) The term "governing body" shall have the meaning given or ascribed to such term in the Act;

(13) The term "industrial wastes" shall have the meaning given or ascribed to such term in the Act;

(14) "Local Sewerage System" means all sewer systems of a Participant which are or may be connected, or are or may be required under the terms of Article III to be connected, with the System, including all outfalls of such systems and any

extensions or enlargements of such systems;

(15) "Participant" means a Municipality or the Randolph Authority or the Wharton Authority;

(16) "Person" means any person, association or corporation, or any nation or state or any agency or subdivision thereof including any county, municipality or sewerage or other authority, other than a Participant;

(17) The term "pollution" shall have the meaning given or ascribed to such term in the Act;

(18) "Project" means such sewerage facilities as are necessary to provide for the collection, treatment and disposal of sewage within the District by the Authority and shall include an advanced wastewater treatment facility, an interceptor sewer generally paralleling the Rockaway River, with necessary branch trunk sewers, together with all connections, manholes, valves, metering chambers or stations, equipment, apparatus, structures and appurtenances and all other real or tangible personal property necessary or desirable for the efficient operation of such facilities, all as more particularly described and referred to in Preliminary Design Report Upon the Proposed Rockaway Valley Regional Total Water Management Plan, and the Rockaway River Regional Interceptor Sewer

dated September, 1973, as amended and supplemented, on file in the office of the Authority;

(19) "Rockaway Valley Drainage Basin" means that area of the District delineated on the map attached hereto marked "Schedule C" and by this reference made a part hereof;

(20) "Service Contract" means this agreement;

(21) "Service Charges" means rents, rates, fees or other charges for direct or indirect connection with, or the use or services of, the System which the Authority, under the provisions of Section 8 of the Act, is or may be authorized to charge and collect with regard to persons or real property;

(22) "Sewage" means waterborne animal or other wastes (except industrial wastes) from water closets, buildings, residences, industrial establishments or other places, together with such ground water infiltration, surface water, admixtures or other wastes as may be present;

(23) "System" means the Project and all other sewers, conduits, pipelines, mains, pumping and ventilating stations, sewage treatment and disposal systems, plants and works, connections and

outfalls, and all other plants, structures, equipment, boats, conveyances and other real and tangible personal property, and all renewals or replacements of any of the foregoing, acquired, constructed or operated or to be acquired, constructed or operated by the Authority for the purposes of the Authority under the Act, but does not include any public sewage collection system or facilities of any Participant;

(24) Words importing the singular number include the plural number and vice versa, words importing individual persons include firms, associations and corporations, and words importing the masculine gender include every other gender.

ARTICLE II

Construction and Operation of System

Section 201. Construction of Project. The Authority will with all practicable speed prepare and complete plans for the financing, construction and acquisition of the Project and, upon completion of such financing or the making of arrangements therefor satisfactory to the Authority, will with all practicable speed construct, acquire and complete the Project.

Section 202. Operation and Maintenance of System. The Authority at any time may place the Project or any part thereof in operation and, upon completion of the Project as mentioned in Section 201, will place the same in operation. After placing the Project in operation, the Authority will maintain and operate the System and, whenever necessary, will alter, improve, enlarge and extend the System so as to treat and dispose of all sewage, without limitation as to volume, which may be delivered into the System by any Participant in accordance with Article III. The Authority may at any time and at its discretion alter, improve, enlarge and extend the System in any respect or renew or replace any part thereof and issue Bonds to finance any such work; provided, however, that on or before the fifth anniversary of the date on which the System or any part thereof shall be placed in operation, and on or before the expiration of each five-year period thereafter, the Consulting Engineer shall prepare and submit to the Authority a report concerning the necessity for enlargement or extension of the

System within the next succeeding five-year period. The Authority will cause a copy of each such report, together with a notice stating the time, date and place of the meeting of the Authority at which a public hearing with respect to such report shall be held, to be mailed to each Participant at its usual place of business.

Section 203. Approval of Plans. Before undertaking physical construction of the Project or of any substantial part of the System, the Authority will submit the plans and specifications for such construction to the State Department of Environmental Protection of New Jersey (or a successor thereof) for approval as to sufficiency of design and compliance with standards for sewage treatment plants and sewers as then promulgated by said Department, and the Authority will obtain all necessary permits from said Department to proceed with such construction and all necessary approvals from every other agency of the State of New Jersey or of which the State shall constitute a member, which has jurisdiction or authority as to type or degree of treatment or sewage.

Section 204. Location of System and Use of Public Property. The Authority shall have the right to construct, acquire, maintain, operate and use such trunk, intercepting and outlet sewers, conduits, pipelines, mains, pumping and ventilating stations, sewage treatment and disposal systems, plants and works at such places within or without the District and such other plants, structures, boats and conveyances as in the judgment of the Authority are necessary to treat and dispose of

sewage or other wastes delivered or to be delivered into the System. To that end, the Authority, within the territory of each Participant but doing no unnecessary damage to public property and restoring all street paving and subject to the municipal street-opening regulations, may construct, maintain and operate the System, free of charge by such Participant, along, over, under and in any streets, alleys, highways and other public places of such Participant.

Section 205. Insurance. The Authority will at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to sewerage systems of like character against loss or damage to the System and against public or other liability to the extent not less than that reasonably necessary to protect the interests of the Authority and the Participants and will at all times maintain with responsible insurers all insurance reasonably required and obtainable within limits and at costs deemed reasonable by the Authority to indemnify and save harmless the Participants against all liabilities, judgments, costs, damages, expenses and attorney's fees for loss, damage or injury to persons or property resulting directly or indirectly from the operation or a failure of operation of the System caused by the negligence or wilful act of the Authority, its employees or agents.

Section 206. Accounts. The Authority will keep proper books of record and account in which complete and correct

entries shall be made of its transactions relating to the System or any part thereof, and which, together with all other books and papers of the Authority, shall at all reasonable times be subject to public inspection. The Authority will cause its books and accounts to be audited annually, and annually within one hundred days after the close of each Fiscal Year, copies of the reports of such audits so made shall be furnished to the Authority and to each Participant, including statements in reasonable detail, accompanied by an Accountant's Certificate with respect thereto, of financial condition, of revenues and operating expenses, and of all funds held by or for the Authority.

ARTICLE III

Connections to the System

Section 301. Required Connections for Participants. Upon notice from the Authority, each Participant will permit its sewer systems or the outfalls therefrom to be connected with the System at each point and at the elevation designated therefor in the List of Connection Points attached hereto marked "Schedule A" and by this reference made a part hereof, or at such other location for said point and at such elevation as may be requested by such Participant and accepted and agreed to by the Authority and be substituted in lieu of such point. Every such connection at such a point or substituted location shall be made by the Authority at its own cost and expense.

Section 302. Additional Connections. Upon request by a Participant for any connection of its sewer systems to the System in addition to those mentioned in Section 301, the Authority may, at its discretion, but shall not be required to, make such additional connection or consent to the making thereof. All costs and expenses of installing any such additional connection including any metering stations or other facilities appurtenant thereto shall be paid by the Participant requesting the same.

Section 303. Installation, Completion and Operation of Connections. Every connection between the System and the sewer systems of a Participant as referred to above in this Article shall be designed and constructed, and shall constitute and be operated, by the

Authority as part of the System and shall include all such pumping and other facilities as may be necessary to cause all sewage delivered at the point of such connection to be discharged into the System and be so made and constructed as to discharge into the System all sewage collected in the Local Sewerage System of the Participant and delivered at the point of such connection. Such Participant at its own cost and expense will construct, install and operate any and all extensions of its Local Sewerage System, or the outfalls therefrom, necessary to cause the same to reach to and deliver sewage at the said point or points of connection of its sewer or drainage systems and, after the making of such connection or connections, will keep its Local Sewerage System connected with the System and will deliver and discharge into the System all sewage originating in and collected by the Participant or collected in such Local Sewerage System.

Section 304. Sewage Not Required to be Discharged into System.

Notwithstanding the foregoing provisions of this Article or any other provisions of the Service Contract, no Participant shall be obligated hereunder to deliver and discharge into the System (1) sewage which the Authority may by its written consent exempt from delivery and discharge into the System or (2) sewage which, with the written consent of the Authority, it discharges into the Local Sewerage System of another Participant.

Section 305. Sewage Not Required to be Accepted into System.

Notwithstanding the foregoing provisions of this Article or any other provisions of the Service Contract, no Participant shall have the right

hereunder to deliver and discharge into the System any sewage or other wastes except (1) sewage originating in that part of the area of the Participant lying within the Rockaway Valley Drainage Basin, or (2) sewage discharged, with the written consent of the Authority, into its Local Sewerage System by any other Participant, or (3) any other sewage delivered and discharged into the System by said Participant with the written consent of the Authority.

Section 306. Meters and Measurements of Sewage and Records Thereof. (A) The Authority will provide, install and use as part of the System meters or other devices, methods or procedures for determining the volume directly or by differentials or otherwise, and from time to time as necessary make tests and use other means for determining the quality and other characteristics, of all sewage which shall be delivered and discharged into the System (a) by or for the account of each of the Participants and (b) from all other sources, and, in accordance with sound engineering practice, will determine such volume and, when necessary, such quality and characteristics. A copy of every such determination made by the Authority as to the Participants with respect to any Fiscal Year shall be mailed to each Participant at its usual place of business and, for all purposes of the Service Contract, shall be conclusively deemed to have been made in accordance with the Service Contract and to be correct at the expiration of the period of ninety days after such mailing except as may be provided by the final judgment of a court of competent jurisdiction in any action or proceeding begun by a Participant

within such period;

(B) The Authority will make and keep permanent records of the volume and, when ascertained, the quality and other characteristics of sewage delivered and discharged into the System (a) by or for the account of each of the Participants and (b) from all other sources. For the purpose of determining the volume, quality and other characteristics of any sewage which shall or may be delivered and discharged into the System by any Participant the Authority shall have the right at all reasonable times to enter upon and inspect the sewer, sanitation or drainage systems of such Participant and to take normal samples under ordinary operating conditions and make tests, measurements and analyses of sewage or other wastes in, entering or to be discharged into such sewer, sanitation or drainage systems. The Authority will make and keep a record of tests, measurements and analyses of such sewage or other wastes entering such sewer, sanitation or drainage systems, and upon the written request of any Participant will make available to such Participant the results of such tests, measurements or analyses.

ARTICLE IV

Authority Charges and Payment Thereof.

Section 401. Obligation of Participants. The Participants will make payments (herein sometimes called "Annual Charges") annually to the Authority for or with respect to the facilities and services made or to be made available to them hereunder by the Authority regarding the treatment and disposal of sewage and other wastes originating within their territory.

Section 402. Annual Charge. The Annual Charge for each Fiscal Year payable hereunder by a Participant shall be the sum of money obtained by multiplying the rate per gallon of wastewater determined as provided in "Schedule B" attached hereto and by this reference made a part hereof, by the number of gallons of wastewater received in the System during said Fiscal Year from the Local Sewerage System of said Participant; plus the amount of the surcharge to said Participant determined in accordance with said Schedule B; less the amount (if any) credited to such Participant pursuant to Section 404.

Section 403. Payment of Annual Charges by Participants. (A) On or before December 15 of the year which the Authority may estimate as the year preceding the Fiscal Year in which the System or any part thereof will be placed in operation and on or before December 15 in each Fiscal Year thereafter, the Authority will make an estimate of the amount of the Annual Charge which will become payable by

each Participant for the next ensuing Fiscal Year, and make and deliver to such Participant its certificate signed by an Authority Officer stating such estimated amount of such Annual Charge for such Fiscal Year.

(B) Each Participant will pay to the Authority the estimated amount of the Annual Charge stated in the certificate delivered to it in each Fiscal Year by the Authority as aforesaid in equal monthly installments beginning on or before February 15 and thereafter on or before the 15th of each month in such Fiscal Year.

(C) On or before December 31 of the Fiscal Year which the Authority may estimate as the year in which the System or any part thereof may be placed in operation and on or before December 31 of each Fiscal Year thereafter, the Authority will make and deliver to each Participant its certificate signed by an Authority Officer stating (1) the amount of the Annual Charge with respect to such Participant for said Fiscal Year computed in accordance with the Service Contract and (2) the part (if any) of such Annual Charge not previously paid to the Authority by such Participant pursuant to and in accordance with Paragraph (B) of this Section, accompanied by an Accountant's Certificate approving the statements in such certificate, and on or before April 1 next ensuing, such Participant will pay to the Authority the unpaid part of any Annual Charge so stated in such certificate. The Annual Charge payable by each Participant for each Fiscal Year shall at all events be due and payable not later than February 1 next following the close of such Fiscal Year, but current provision for and payment

of all such Annual Charges on an estimated basis shall be made by each Participant in accordance with the foregoing Paragraphs of this Section. In the event that the amount of the Annual Charge made and charged by the Authority to and payable by such Participant for any Fiscal Year computed as provided in this Article shall be less than the estimated amount of such Annual Charge stated in the certificate delivered in such Fiscal Year to it by the Authority and paid by it to the Authority, the Authority will return the amount of the difference between said amounts of Annual Charge to the Participant on or before February 15 of the next succeeding Fiscal Year by credit against payments due to the Authority under the provisions of Paragraphs (B) or (C) of this Section.

(D) Each Participant will in each year make all budgetary, emergency and other provisions or appropriations necessary to provide for and authorize the prompt payment by the Participant to the Authority during each Fiscal Year of the estimated amount of the Annual Charge for said Fiscal Year and, by February 1 next ensuing, of the amount of the actual Annual Charge (if any) for said Fiscal Year, all as stated in the certificates delivered in or with respect to such Fiscal Year to it by the Authority as aforesaid.

Section 404. Proportionate Share. In each Fiscal Year there shall be credited to and deducted from the Annual Charge of each Participant the share of any payment received by the Au-

thority from the City of Jersey City set forth in paragraph 6(a) and (b) of the Stipulation of Settlement entered in the Superior Court of New Jersey, Chancery Division: Hudson County, Docket No. C-658-68 and as allocated among the Participants as set forth on Schedule C thereof.

Section 405. Limitation on Service Charges. The sums payable by a Participant to the Authority under the provisions of this Article are and shall be in lieu of Service Charges with regard to real property in such Participant directly or indirectly connected with the System and real property connected to the Local Sewerage System of such Participant connected with the System in accordance with Article III. So long as such Participant shall not be in default in the making of any payments becoming due from it under the provisions of this Article, the Authority will suspend Service Charges with regard to such real property. For the purposes of this Section, a Participant shall be deemed to be in default if such Participant, for a period of thirty days after its due date, shall fail to make in full to the Authority any payment required to be made by it under the provisions of this Article.

ARTICLE V

Payments by Randolph Township and Wharton Borough

Section 501. Payments by Randolph Township. In the event that Randolph Authority shall fail to make any payment or perform any other obligation to the Authority required pursuant to the terms of this Agreement within the time provided for any such payment or performance, and written notice of such nonpayment or nonperformance is given by the Authority to Randolph Township, then Randolph Township shall pay to the Authority the amount stated in such notice to be due from Randolph Authority, or undertake the performance of such other obligation to the extent permitted by law, within 30 days after receipt of said notice. Nothing in this section shall be deemed to relieve Randolph Authority of any obligation under this contract and Randolph Authority and Randolph Township shall be jointly and severally liable to the Authority for the payment to the Authority of any sums as to which notice, as hereinabove provided, is given to Randolph Township. Randolph Township shall make all budgetary, emergency and other provisions or appropriations necessary to provide for and authorize the prompt payment by it to the Authority of all amounts due pursuant to this section. Nothing herein contained shall preclude Randolph Township from effectuating dissolution of Randolph Authority as provided by law; provided, however, that Randolph Township shall thereupon assume all the obligations of this Agreement.

Section 502. Payments by Wharton Borough. In the event

that Wharton Authority shall fail to make any payment or perform any other obligation to the Authority required pursuant to the terms of this Agreement within the time provided for any such payment or performance, and written notice of such nonpayment or nonperformance is given by the Authority to Wharton Borough, then Wharton Borough shall pay to the Authority the amount stated in such notice to be due from Wharton Authority, or undertake the performance of such other obligation to the extent permitted by law, within 30 days after receipt of said notice. Nothing in this section shall be deemed to relieve Wharton Authority of any obligation under this contract and Wharton Authority and Wharton Borough shall be jointly and severally liable to the Authority for the payment to the Authority of any sums as to which notice, as hereinabove provided, is given to Wharton Borough. Wharton Borough shall make all budgetary, emergency and other provisions or appropriations necessary to provide for and authorize the prompt payment by it to the Authority of all amounts due pursuant to this section. Nothing herein contained shall preclude Wharton Borough from effectuating dissolution of Wharton Authority as provided by law; provided, however, that Wharton Borough shall thereupon assume all the obligations of this Agreement.

ARTICLE VI

Local Operations

Section 601. Limitation on Special Wastes. (A) The Authority may at any time make, promulgate, issue, publish and from time to time amend, and enforce, all such reasonable rules and regulations concerning the System or the business and affairs of the Authority as it may deem necessary or desirable, including but not limited to rules and regulations (herein sometimes called "Service Rules") regulating the making of connections, direct or indirect, to the System or the use or services of the System or prohibiting, limiting or regulating the discharge into the System or any sewer, sanitation or drainage systems connected therewith of (a) storm water drainage from ground surface, roof leaders, sump pumps, catch basins or from any other source, (b) industrial wastes, or (c) oils, acids, garbage, metallic salts, radioactive, toxic or explosive materials or any other substances which alone or in combination with other substances discharged or existing in the System are or may reasonably be expected to be substantially injurious or deleterious to the System or to its efficient operation or economical maintenance, or dangerous to the public health or safety. Such of said Service Rules as the Authority may designate shall apply to operation of the Local Sewerage System of each Participant as well as the System, and such Participant will fully conform with such applicable Service Rules and will cause the same to be fully observed and conformed with throughout its ter-

ritary. Said Service Rules may include lists of harmful wastes discharge of which into the System or any sewer, sanitation or drainage systems connected therewith shall be prohibited. In the enforcement of said Service Rules, the Authority may refuse to permit or continue the connection to the System of properties in a Participant, and such refusal shall not be deemed to result in any violation by the Authority of the provisions of the Service Contract as to construction or operation of the System or the charging or collection of Annual Charges, Service Charges or any other matter. All such Service Rules and any amendments thereof shall be prescribed by resolution of the Authority adopted only after public hearing thereon held by the Authority at least seven days after notice of the time and place of such hearing shall have been mailed to each Participant at its usual place of business, shall take effect ten days after a copy thereof (as adopted) shall have been mailed to each Participant, and, for all purposes of the Service Contract, shall be conclusively deemed to have been prescribed, adopted and made in accordance with this Article and to be fully authorized thereby at the expiration of said period of thirty days except as may be provided by the final judgment of a court of competent jurisdiction in an action begun by a Participant within such period.

(B) Each Participant will cause all sewage at any time discharged into the System by it or on its behalf to comply with the rules and regulations above referred to in this Section then in ef-

fect. Each Participant will permit no new connections and will discontinue existing public connections and will require the discontinuance of existing private connections to its Local Sewerage System, which allow entrance therein of such sewage as will cause the discharge at any time into the System from such Local Sewerage System of sewage which does not comply with said rules and regulations. The Authority may from time to time make determination of the respects in which sewage discharged into the System by or on behalf of any Participant is not in compliance with said rules and regulations. A copy of such determination shall be mailed to such Participant at its usual place of business and, for all purposes of the Service Contract, shall be conclusively deemed to have been made in accordance with this Article and to be correct at the expiration of the period of twenty days after such mailing except as may be provided by the final judgment of a court of competent jurisdiction in an action begun by said Participant within such period.

Section 602. Competitive Facilities. No Participant shall, after the completion of the Project, construct, enlarge or operate a plant for the treatment and disposal of sewage required by the provisions of the Service Contract to be delivered and discharged by the Participant into the System unless (1) it is necessary to do so in order for the Participant to comply with the terms of Section 601, or (2) the Authority shall have given its written consent thereto.

Section 603. Construction and Operation of Local Sewerage System. (A) Each Participant shall proceed to construct as part of its Local Sewerage System all such sanitary sewage collection facilities as it deems necessary, together with the System of the Authority, for the relief of waters within or bordering the territorial boundaries of such Participant from pollution or threatened pollution by sewage and industrial and other wastes arising from sources within said boundaries. Each Participant will at all times operate its Local Sewerage System in such a manner so that the Participant will at all times be in compliance with the provisions of the Federal Act and any rules and regulations promulgated pursuant thereto and any laws of the State of New Jersey with respect to the collection, treatment and disposal of sewage, including any rules and regulations of the State Department of Environmental Protection (or any successor thereof). The Local Sewerage System of each Participant shall be operated and maintained in such a manner as to exclude any excessive infiltration or storm water inflow therefrom, and in the event such excessive infiltration or inflow as defined in Section 35.905-5 of Grants for Construction of Treatment Works of the Federal Register, Volume 39, Number 29, and dated February 11, 1974 (as the same may be amended or supplemented) shall exist or occur the Participant shall make all repairs and take all other measures required to reduce the amount or volume thereof to normally allowable levels which are acceptable to said Department of Environmental Protection or the United States Environmental Protection Agency (or any successor thereof). In con-

nection with any such excessive infiltration or inflow condition, the Authority shall undertake with all practicable speed any required sewer system evaluation survey, as defined in Section 35. 927-2 of Grants for Construction of Treatment Works of the Federal Register, Volume 39, Number 29, and dated February 11, 1974 (as the same may be amended or supplemented). Each Participant shall cooperate with the Authority to the maximum extent possible in connection with the preparation of such survey.

(B) Each Participant agrees to take all available administrative steps, and pursue any and all remedies provided by law, to enforce compliance, in the operation of its Local Sewerage System, with all rules and regulations promulgated by the Authority, and to adopt and maintain in full force and effect a mandatory connection or sewer use ordinance in compliance with the rules and regulations of said Environmental Protection Agency, as promulgated in the Federal Register, Volume 39, Number 29, and dated February 11, 1974 (as the same may be amended or supplemented). Each Participant further agrees to comply with the provisions relating to user charges and industrial cost recovery as promulgated in said Federal Register, Volume 38, Number 161, and dated August 21, 1973 (as the same may be amended or supplemented).

ARTICLE VII**Miscellaneous****Section 701. Contracts with or Service to Others. (A)**

The Authority will not hereafter enter into any other agreement providing for or relating to the treatment and disposal by it of sewage originating in any Participant or sewage originating outside such Participant collected in sewers which at the date of the Service Contract are connected with the Local Sewerage System of such Participant, unless (1) the other contracting party be such Participant or (2) such Participant shall have given its written consent thereto.

(B) Except as otherwise provided in Paragraph (A) of this Section, nothing in this Service Contract contained shall restrict in any way the right and power of the Authority, in its discretion, at any time and from time to time to accept delivery and discharge into the System of sewage from sources other than a Participant, or to enter into agreements with any municipality or county or with any other person providing for or relating to the disposal of sewage or with respect to the delivery or discharge into the System of sewage or other wastes originating outside the District.

Section 702. Enforcement. The Authority will at all times take all reasonable measures permitted by the Act or otherwise by law to collect and enforce prompt payment to or for it of all Service or Annual Charges prescribed, fixed, certified or charged by it in accordance with the Service Contract. If any payment or part

thereof due to the Authority from any Participant shall remain unpaid for thirty days following its due date, such Participant shall be charged with and will pay to the Authority interest on the amount unpaid from its due date until paid, at the rate of ten per centum (10%) per annum, and the Authority, in its discretion, may charge and collect Service Charges with regard to persons and real property within such Participant sufficient to meet any default or deficiency in any payments herein agreed to be made by such Participant. If in any such case Service Charges are so collected the amount so collected by the Authority, less the cost to the Authority of collecting the same, will be credited against the amount of such default or deficiency or any payments then or theretofore due to the Authority from such Participant under the provisions of Article IV, and the Authority will furnish to such Participant a list of the names of the Persons making payment to the Authority of such Service Charges and of the several amounts so paid by such Persons respectively, and the Participant will give fair and proper credit to such Persons for the several amounts so paid by them. Every obligation assumed by or imposed upon a Participant by the Service Contract 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 obligation including the remedies and processes provided by the Act with respect to Service Charges.

Section 703. Effect of Breach. Failure on the part of

the Authority or any Participant in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by the Service Contract or by law shall not make the Authority liable in damages to any Participant or relieve any Participant from making any payment to the Authority or fully performing any other obligation required of it under the Service Contract, but such Participant 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.

Section 704. Certain Acts not a Waiver. Acceptance by the Authority into the System of sewage or other wastes in volume or at a rate or with characteristics exceeding or violating any limit or restriction provided for by or pursuant to the Service Contract in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any of the provisions of the Service Contract and shall not in any way obligate the Authority thereafter to accept or make provision for sewage or wastes delivered into the System in a volume or at a rate or with characteristics exceeding or violating any such limit or restriction in any other instance or under any other circumstance.

Section 705. Special Consents or Requests by Participants. Whenever under the terms of the Service Contract a Participant is authorized to give its written consent or any notice

or make any request, such consent, notice or request may be given or made 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 or make such consent, notice or request.

Section 706. Special Consents by Authority. (A)

Whenever under the terms of the Service Contract 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 its seal, of a resolution purporting to have been adopted by the Authority or its members and purporting to give such consent.

(B) Whenever under the terms of the Service Contract the Authority is authorized to give its written consent, the Authority, in its discretion, may give or refuse such written consent and, if given, may restrict, limit or condition such consent in such manner as it shall deem advisable, but no such consent shall be unreasonably withheld.

Section 707. Pledge or Assignment. The Authority may at any time assign or pledge for the benefit and security of the holders of Bonds any or all of its rights under the provisions of the Service Contract to receive payments from any Participant, and thereafter the Service Contract shall not be terminated, modified or changed by the Authority or such Participant except in the manner (if any) permitted, and subject to the conditions (if any) imposed, by the terms and provisions

of such assignment or pledge.

Section 708. Effective Term of Service Contract. This Service Contract shall be in full force and effect and be legally binding upon the Authority and upon all of the Participants which shall then have executed the same, upon its execution and delivery by the Authority and by any such selection of the ten Participants hereinabove named, representing seventy per centum (70%) of the total projected 1980 flow as set forth in "Schedule D" attached hereto and by this reference made a part hereof. At any time after five years from the date of the Service Contract, and after the payment in full of all obligations of the Authority, including its Bonds, original or refunding or both, issued to finance the construction, replacement, maintenance or operation of the System, the Service Contract, upon two years' notice to the Authority and to each of the Participants, may be terminated by (1) the Authority, or (2) any six or more of the Participants.

Section 709. Execution in Counterparts. This agreement may be executed in any number of counterparts each of which shall be executed by the Authority and any one or more of the Participants 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 Participants have caused their respective corporate seals to be hereunto affixed and attested and these presents to be signed by their respective officers thereunto duly authorized and this agree-

ment to be dated as of the day and year first above written.

(SEAL)

ATTEST:

Chester F. Ritzer
Secretary
CHESTER F. RITZER

THE ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

By William H. Francisco, Jr.
Chairman
WILLIAM H. FRANCISCO, JR.

(SEAL)

ATTEST:

Thomas E. Hopkins
Town Clerk
THOMAS E. HOPKINS

THE MAYOR AND COMMON COUNCIL OF
THE TOWN OF BOONTON

By Richard H. Yanni
Mayor
RICHARD H. YANNI

THE TOWNSHIP OF BOONTON, IN THE
COUNTY OF MORRIS

(SEAL)

ATTEST:

Mary H. Rusnack
Township Clerk
MARY H. RUSNACK

By Oscar A. Kincaid
Mayor
OSCAR A. KINCAID

THE TOWNSHIP OF DENVILLE, IN THE
COUNTY OF MORRIS

(SEAL)

ATTEST:

Joan R. Snowden
Township Clerk

By Richard M. Newman
Mayor

TOWN OF DOVER

(SEAL)

ATTEST:

Michael A. DeLong
Town Clerk

By Richard M. Newman
Mayor
RICHARD M. NEWMAN

(SEAL)

ATTEST:



Borough Clerk
CHARLES T. NICHOLS

(SEAL)

ATTEST:



Township Clerk C.M.C.
EVELYN E. MORAN

(SEAL)

ATTEST:



Secretary

WILLIAM VENNE

(SEAL)

ATTEST:




Township Clerk

DORIS M. RYAN

(SEAL)

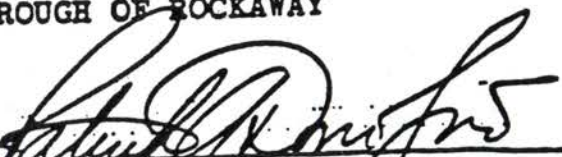
ATTEST:



Borough Clerk
ANTHONY P. GUADAGNINO

BOROUGH OF ROCKAWAY

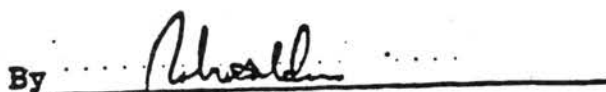
By



Mayor
PATRICK A. DONOFRIO

THE TOWNSHIP OF ROCKAWAY, IN
THE COUNTY OF MORRIS

By



Mayor
ROBERT A. GALDON

THE RANDOLPH TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY


By



Chairman
GARY S. SALZMAN

THE TOWNSHIP OF RANDOLPH, IN
THE COUNTY OF MORRIS

By



Mayor
STEPHEN B. RICHER

BOROUGH OF WHARTON

By



Mayor
THOMAS GROHOWSKI

(SEAL)

ATTEST:

Patricia A. Trimmer
Secretary

PATRICIA A. TRIMMER

THE WHARTON SEWERAGE AUTHORITY

By *Chester F. Ritzer*
Chairman

CHESTER F. RITZER

CONNECTIONS TO THE
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
PROPOSED REGIONAL INTERCEPTOR SYSTEM (8" Ø and larger)

<u>Contract No.</u>	<u>Station</u>	<u>(In.) Diameter</u>	<u>Invert</u>	<u>Municipality</u>	<u>Description</u>
T.S.	3+84	12	324. +	Town of Boonton	Sewer downstream of Reservoir Drive* from "FLATS" or Industrial Area.
B	10+55	8	380.33	Town of Boonton	Sewer from School @ Boyd Street.
B	16+50	2@8	379.66N 377.23S	Town of Boonton	Laterals in Old Boonton Road.
B	23+50	8	393.11	Town of Boonton	Madison Street lateral connection.
T.S.	14+65	8	325. +	Town of Boonton	Reservoir Drive Lateral.*
T.S.	25+10	8	325. +	Town of Boonton	Boyd Street & Reservoir Drive Lateral.*
T.S.	39+33	8	328. +	Town of Boonton	Washington Street Lateral.*
T.S.	69+00	8	353. +	Town of Boonton	Harrison Street Lateral.*
T.S.	76+30	16	355. +	Town of Boonton	Future South Boonton connection.
T.S.	80+49	8	378. +	Town of Boonton	Lincoln Street Lateral.*
T.S.	81+78	8	380. +	Town of Boonton	Monroe Street Lateral.*
T.S.	95+87	12	394. +	Town of Boonton	Plane Street connection.*
T.S.	104+37	8	471. +	Town of Boonton	Connection Parking Area behind Main Street*
T.S.	119+74	10	472. +	Town of Boonton	North Main @ West Main from Highland.*
B	88+30	10	475.27	Town of Boonton	North Main @ North Main from Hillside.
T.S.	128+20	8	483. +	Town of Boonton	West Main Street Lateral.*
T.S.	138+42	8	485. +	Town of Boonton	West Main Street Lateral.*
T.S.	143+17	8	485. +	Town of Boonton	Chestnut Street Lateral.*
T.S.	150+56	8	486. +	Boonton Township	Riverside Hospital.*
T.S.	155+96	8	490. +	Boonton Township	Powerville Road.*
T.S.	171+32	8	492. +	Boonton Township	DeCamp Road.*
B	112+60	2@8	483.54	Boonton Township	Stubs for North Main Street.
B	126+70	8	487.48	Boonton Township	Stub for Powerville Road.
B	128+20	30	485.73	Boonton Township	Stub for Boonton Township etc.
B	133+20	8	500. +	Boonton Township	Stub for Old Denville Road.
B	192+00	2@8	490.10	Boonton Township	Stubs for Boonton Water Works & access road.
DV	17+20	2@8	492.92	Denville Township	Stubs for Boonton Road.
DV	50+40	8	494.26	Denville Township	Stub for golf course.
DV	63+25	8	495.79	Denville Township	Pick up Denville Force Main.
DV	63+25	12	495.46	Denville Township	Stub for Denville Center.

CONNECTIONS TO PROPOSED RYERSA REGIONAL INTERCEPTOR SYSTEM

Contract No.	Station	(In.) Diameter	Invert	Municipality	Description
DV	84+25	10	500.00	Denville Township	Connect existing St. Francis Lateral.
DV	93+05	8	500.00	Denville Township	Connect existing lateral.
DV	100+25	2@12	501.40	Denville Township	Connect existing lateral & provide stub - Cedar Lake Road.
DV	115+95	2@8	499.48	Denville Township	Stubs for Morris Avenue.
DV	121+15	12	498.97	Denville Township	Connect existing sewer near church.
DV	129+10	8	504.00	Denville Township	Connect existing sewer-Savage Road, (N).
DV	129+10	24	503.39	Denville Township	Connect existing Denbrook Interceptor. - Savage Road (S).
DV	135+65	8	503.00	Denville Township	Connect existing sewer - Anna Street.
DV	166+30	14	505.00	Denville Township	Connect existing Beaver Brook Trunk.
R	6+25	24	506.00	Rockaway Twp.	Connect existing Beaver Brook Trunk sewer.
R	10+10	8	504.63	Rockaway Borough	Connect existing sewer - Stickle Avenue(N).
R	10+10	10	504.40	Rockaway Borough	Connect proposed sewer - Stickle Avenue(S).
R	24+95	8	505.30	Rockaway Borough	Connect proposed sewer - Ogden Avenue.
R	29+25	10	506.50	Rockaway Borough	Connect Rockaway Borough Sewer - Union.
R	29+25	8	506.50	Rockaway Borough	Connect Rockaway Borough Sewer - Halsey
R	33+65	15	506.50	Rockaway Twp.	Connect existing sewers - Mott
R	39+25	10	521.33	Rockaway Borough	Connect existing sewer - Main Street (N).
R	44+25	8	517.80	Rockaway Borough	Connect proposed sewer from Main Street(S).
R	66+97	10	520.10	Rockaway Borough	Connect proposed sewer from Franklin Avenue.
R	71+97	8	522.00	Rockaway Borough	Connect force main from across Rockaway River.
R	102+72	10	529.53	Rockaway Borough	Connect McWilliams Forge.
R	104+82	10	528.36	Rockaway Borough	Connect existing Rockaway Borough sewer.
R	126+42	8	531.15	Rockaway Twp.	Connect Howmet Corporation.
R	145+72	30	532.80	Randolph Twp.	Proposed Millbrook connection.
R	145+72	8	534.97	Rockaway Twp.	Connect existing sewer Rockaway Road.
R	146+62	12	539.56	Victory Gardens	Connect existing trunk sewer.
R	167+37	12	537.34	Rockaway Twp.	Connect existing sewer - Carrol Street.
D	0+00	12	538.87	Town of Dover	Connect existing sewer from across Rockaway River.
T.S.	588+65	8	544.+	Town of Dover	Sammis Street lateral sewer.*
T.S.	591+06	2@8	544.+(H)	Town of Dover	Hooey Street & Blackwell Street laterals at intersection of Hooey and Blackwell.*
T.S.	599+51	12	543.+(B)	Town of Dover	Lateral sewer in North Salem Street.*
T.S.	599+70	20	546.+	Rockaway Twp.	Lateral sewer in North Salem Street.*
T.S.	617+90	8	543.+	Town of Dover	Mercer Street lateral sewer.*
			548.+		

CONNECTIONS TO PROPOSED RVRSA REGIONAL INTERCEPTOR SYSTEM

Contract No.	Station	Diameter (In.)	Invert	Municipality	
T.S.	620+44	8	549.+	Town of Dover	Union Street lateral sewer*
T.S.	628+44	2@8	552.7	Town of Dover	Bergen Street lateral sewers.*
T.S.	631+15	2@8	555.7	Town of Dover	Essex Street lateral sewers.*
T.S.	633+75	2@8 & 10	558.7	Town of Dover	Morris Street laterals serving Morris Street and large portion of South Dover.*
T.S.	636+44	2@8	561.+	Town of Dover	Lateral sewers-Intersection of Sussex & Blackwell*
T.S.	639+02	8	565.7	Town of Dover	Warren Street lateral sewer.*
T.S.	639+39	2@8	565.7	Town of Dover	Warren Street lateral sewers.*
T.S.	644+43	8	572.7	Town of Dover	Prospect Street lateral.*
T.S.	647+90	8	576.7	Town of Dover	Dewey Street lateral.*
T.S.	653+96	8	577.7	Town of Dover	Randolph Avenue lateral.*
T.S.	667+42	10	578.7	Randolph Twp.	Hurd Park sewer from Mt. Fern.*
T.S.	668+16	10	578.7	Town of Dover	Hurd Park sewer from hospital.*
T.S.	P.A. 4+23	8	579.7	Town of Dover	Harvard Ave. lateral sewer(Princeton Avenue)*
T.S.	P.A. 6+82	8	581.7	Town of Dover	Yale Street lateral sewer (Princeton Avenue)*
T.S.	P.A. 9+40	8	583.7	Town of Dover	Lehigh St. lateral sewer (Princeton Avenue)*
T.S.	P.A. 11+93	8	584.7	Town of Dover	Rutgers Street lateral sewer(Princeton Avenue)*
T.S.	P.A. 14+43	8	586.7	Town of Dover	Columbia St. lateral sewer (Princeton Avenue)*
T.S.	P.A. 21+10	12	597.7	Wharton Borough	Racine Streetlateral sewer (Princeton Avenue)*
T.S.	678+86	8	581.7	Town of Dover	Baker Avenue lateral sewer.*
T.S.	685+97	8	619.7	Town of Dover	North Elk Avenue lateral sewer.*
T.S.	691+59	8	625.7	Town of Dover	Grover Road lateral sewer.*
T.S.	692+76	10	578.7	Wharton Borough	Route 46 sewer - Ford Street.*
D	35+10	20	544.93	Rockaway Twp.	Proposed Oak Street branch interceptor.
D	72+78	30	571.10	Randolph Twp.	Proposed Granny Brook Interceptor sewer.
W	12+20	15	601.24	Wharton Borough	Connect existing Wharton Trunk Sewer.
W	24+50	30	606.06	Rockaway Twp.	Proposed Green Pond Brook Interceptor sewer.
W	53+85	14	625.00	Wharton Borough	Future connection - Main Street
W	71+40	8	641.5	Wharton Borough	Connect existing Dewey Street sewer.
W	82+30	8	647.5	Wharton Borough	Stub for Central Avenue.
W	94+95	8	660.03	Rockaway Twp.	Stub for Lewis Street.
W	99+85	8	662.68	Rockaway Twp.	Stub - private road.
W	111+20	30	662.00	Jefferson & Roxbury	Stub for Jefferson Twp. and Roxbury Twp.

* Existing connection to trunk sewer.

1. All existing connections to the Interceptor sewer will be reconnected, directly or indirectly, to the new Interceptor sewer.

2. All connections to branch interceptors will be made as required.

**FORMULA FOR COMPUTING ANNUAL USER CHARGES
FOR OPERATION AND MAINTENANCE AND SURCHARGE
FOR WASTEWATERS OF EXCESSIVE STRENGTH.**

1. Annual user charges for operation and maintenance equals:
total operation and maintenance cost per year
minus income from surcharges, fines, etc.
divided by the total volume contributions from all users per year
times volume contribution from each user per year
minus the credits paid by Jersey City in accordance with
Stipulation of Settlement.

$$C_u = [(C_t - I_m) \div V_t] V_u - J_C$$

2. Surcharge for wastewaters of excessive strength equals:
operation and maintenance cost for treatment of a unit of
biochemical oxygen demand (BOD)
times concentration of BOD from a user above a base level
plus operation and maintenance cost for treatment of a unit of
suspended solids
times concentration of suspended solids from a user above a
base level
plus operation and maintenance cost for treatment of a unit of
any pollutant
times concentration of any pollutant from a user above a base level
times total BOD contribution from a user per year.

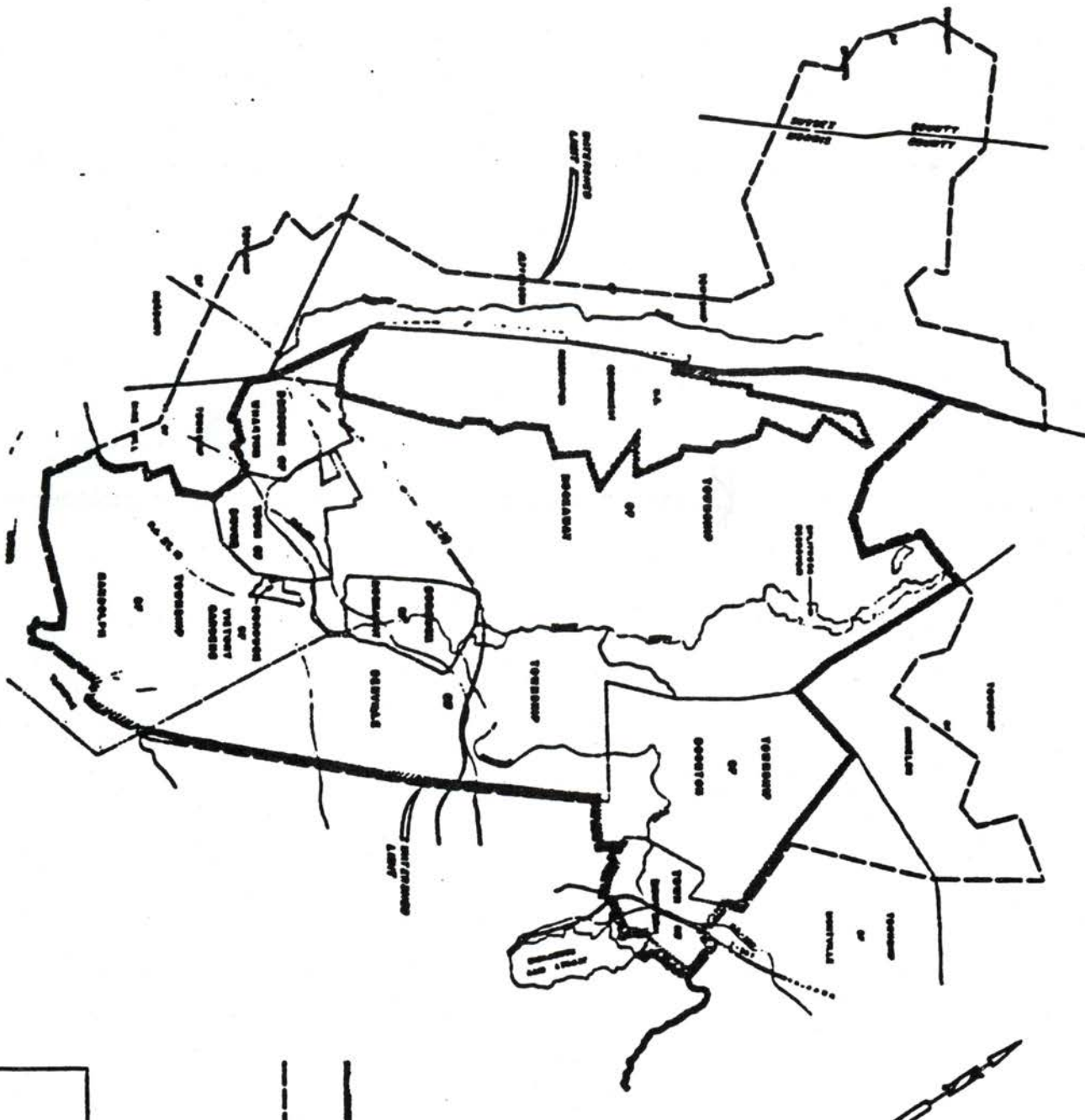
$$C_s = [B_c(B) + S_c(S) + P_c(P)] V_u$$

Definitions

Ct = Total operation and maintenance (O & M) costs per year.
Cu = A user's charge for O & M per year.
Cs = A surcharge for wastewaters of excessive strength.
Vu = Volume contribution from a user per year.
Vt = Total volume contribution from all users per year.
Bc = O & M cost for treatment of a unit of biochemical oxygen demand (BOD).
B = Concentration of BOD from a user above a base level.
Sc = O & M cost for treatment of a unit of suspended solids.
S = Concentration of suspended solids from a user above a base level.
Pc = O & M cost for treatment of a unit of any pollutant.
P = Concentration of any pollutant from a user above a base level.
JC = Jersey City contribution in accordance with Stipulation of Settlement.
Im = Miscellaneous income from surcharges, fines, etc.
Base level = Sewerage having the characteristics of domestic wastes,

SCHEDULE B

SCHEDULE C SERVICE AREA EXISTING & FUTURE LOCATION MAP	
COUNTY TOWNSHIP RANGE SECTION	SECTION TOWNSHIP RANGE SECTION
ASSOCIATED, INC. 1000 N. 10th St. Lincoln, Nebraska 68502	



SCHEDULE C

ESTIMATED 1980 AVERAGE DAILY WASTEWATER FLOW

	<u>Flow MGD</u>	<u>Percent of Flow</u>
Town of Boonton	0.7	8.86
Township of Boonton	0.1	1.26
Township of Denville	1.3	16.46
Town of Dover	1.7	21.52
Township of Randolph	1.5	18.99
Borough of Rockaway	0.7	8.86
Township of Rockaway	1.3	16.46
Borough of Wharton	<u>0.6</u>	<u>7.59</u>
	7.9	100%
Customers	0.4	
Total Average Daily Wastewater Flow	<u>8.3</u>	

SCHEDULE D

CERTIFICATE OF AUTHORITY
AS TO SERVICE CONTRACT

I, CHESTER F. RITZER, Secretary of The Rockaway Valley Regional Sewerage Authority (the "Authority"), a public body corporate and politic of the State of New Jersey, HEREBY CERTIFY that the foregoing contract entitled: "SERVICE CONTRACT between THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY and THE MAYOR AND COMMON COUNCIL OF THE TOWN OF BOONTON; THE TOWNSHIP OF BOONTON, IN THE COUNTY OF MORRIS; THE TOWNSHIP OF DENVILLE, IN THE COUNTY OF MORRIS; TOWN OF DOVER; BOROUGH OF ROCKAWAY; THE TOWNSHIP OF ROCKAWAY, IN THE COUNTY OF MORRIS; THE RANDOLPH TOWNSHIP MUNICIPAL UTILITIES AUTHORITY; THE WHARTON SEWERAGE AUTHORITY; THE TOWNSHIP OF RANDOLPH, IN THE COUNTY OF MORRIS; BOROUGH OF WHARTON", is a true copy of an agreement dated as of July 1, 1976, which was duly executed by and on behalf of the said Authority and The Mayor and the Common Council of the Town of Boonton; The Township of Boonton, in the County of Morris; The Township of Denville, in the County of Morris; Town of Dover; Borough of Rockaway; The Township of Rockaway in the County of Morris; The Randolph Township Municipal Utilities Authority; The Wharton Sewerage Authority; The Township of Randolph, in the County of Morris; Borough of Wharton, and by them duly delivered, that said copy has been compared by me with the original counterpart of said agreement, bearing the manual signatures of the persons whose names appear on the foregoing copy and the official corporate seals of the said parties, on file in my office and that they are a correct transcript thereof and of the whole of said agreement, and that said agreement has not been amended, altered, repealed, modified, or supplemented, except by a Service Contract between The Rockaway Valley Regional Sewerage Authority and The Borough of Victory Gardens, dated as of May 1, 1978, but is in the form attached hereto as of the date hereof, in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this 10th day of September, 1987.

(SEAL)



Chester F. Ritzer
Secretary