

**THE CITY OF BORDENTOWN
Water Department
324 Farnsworth Avenue
Bordentown, New Jersey 08505
(609) 298-2121 ext. 5**

**SERVICE AGREEMENT BETWEEN
THE CITY OF BORDENTOWN
AND**

**FOR
POTABLE WATER SERVICE**

WHEREAS, The City of Bordentown, (hereinafter "CITY"), 324 Farnsworth Avenue, Bordentown, New Jersey 08505, is a municipal corporation of the State of New Jersey; and

WHEREAS, the CITY is charged, *inter alia*, with the responsibility for the maintenance, operation and improvement of works for the accumulation, supply and distribution of water within the City of Bordentown and the Township of Bordentown (the "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 Service Area described as the following Block(s) and Lot(s) on the tax map of the _____ of Bordentown: _____ (City, Township)

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

WHEREAS, the Applicant has submitted the W-1 Service Application and has requested the CITY to service the units enumerated on that Application with potable water.

NOW, THEREFORE, in consideration of mutual promises, covenants and benefits, IT IS HEREBY AGREED, CONTRACTED AND STIPULATED between the CITY 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 potable water and from time to time may promulgate rules and regulations affecting said service. The parties hereto agree that the obligations of the CITY under the terms of this Agreement shall be contingent upon the CITY and the Applicant receiving all necessary approvals from the

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aforesaid agencies to provide said service and further, shall be contingent upon full compliance with any order, rule or regulation of the aforesaid agencies. In the event that the CITY is prohibited from providing, offering or extending said service to the Applicant by reason of any order, rule or regulation of the aforesaid agencies, then the obligation of the CITY to provide, offer or extend such service to Applicant shall be suspended until such time as the CITY shall receive authorization from the aforesaid agencies to provide, offer or extend such service to the Applicant. The Applicant shall be entitled to no damages or legal or equitable relief from the CITY as the result of such service being prevented, disrupted or delayed.

The obligations imposed upon the CITY herein for potable water service are contingent upon the CITY having sufficient available capacity at its facilities as may be determined by the CITY or NJDEP, taking into consideration any outstanding permits or agreements of the CITY.

2. CITY TARIFF, RULES AND REGULATIONS AND SPECIFICATIONS. The Applicant agrees to abide by the Tariff approved by the Board of Public Utilities and the Rules and Regulations promulgated by the CITY 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 Tariff, Rules and Regulations and Specifications have been made available to Applicant for inspection prior to signing this Agreement and that said Tariff, Rules and Regulations and Specifications are satisfactory to Applicant. All provisions of the Tariff, Rules and Regulations and Specifications of the CITY are incorporated by reference into this Agreement and shall constitute a contract between the Applicant and the CITY and Applicant agrees to be bound contractually thereby.

3. OWNERSHIP OF FACILITIES. Applicant agrees that title to every water system and water extension constructed by the Applicant within any public street or right-of-way in the Service Area of the City or in any private area for which an easement and right-of-way is conveyed to, and accepted by, the City, and which is connected to the water system of the City, shall inure to and shall become the sole and absolute property of the City upon the approval and acceptance of the completed installation by the City, at no cost to the CITY.

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

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

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

WITNESS/ATTEST:

APPLICANT

(Type Name and Title)

By: _____
(Type Name and Title)

ATTEST:

THE CITY OF BORDENTOWN

_____, City Clerk
(Print)

_____, Mayor
(Print)