THE EVESHAM MUNICIPAL UTILITIES AUTHORITY
Evesham Township Municipal Complex
984 Tuckerton Road
Evesham, New Jersey 08053
(856) 983-1878

S-2 and/or W-2 Agreement

SERVICE AGREEMENT BETWEEN
THE EVESHAM MUNICIPAL UTILITIES AUTHORITY
AND

_____

FOR
POTABLE WATER AND/OR SANITARY SEWER SERVICE

WHEREAS, The Evesham Municipal Utilities Authority, (hereinafter "EMUA"), Evesham Township Municipal Complex, 984 Tuckerton Road, Evesham, New Jersey 08053, is a public body created by the governing body of the Township of Evesham pursuant to the authority of New Jersey Revised Statute 40:14B-1 et, seq.; and

WHEREAS, the EMUA is charged, inter alia, with the responsibility for the maintenance, operation and improvement of works for the accumulation, supply and distribution of water and with the responsibility for the maintenance, operation and improvement of works for the collection, treatment, purification and disposal of sewage within the Township of Evesham; 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 Evesham described by the following Block and Lot Numbers of the Official Tax Map of the Township of Evesham:

Block	Lot No.	Block	Lot No.

WHEREAS, the Applicant has submitted the S-1 and/or W-1 Service Application and has requested the EMUA to service the units enumerated on that Application with potable water and/or sanitary sewer service.

NOW, THEREFORE, in consideration of mutual promises, covenants and benefits, IT IS HEREBY AGREED, CONTRACTED AND STIPULATED between the EMUA 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 may exercise jurisdiction over potable water and 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 EMUA under the terms of this Agreement shall be contingent upon the EMUA 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 EMUA 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 EMUA to provide, offer or extend such services to Applicant shall be suspended until such time as the EMUA 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 EMUA herein for sewer services are contingent upon the EMUA having capacity at its sewer facilities, taking into consideration any outstanding sewer main extension permits issued by the NJDEP or any outstanding sewer permits or agreements of the EMUA. The obligations imposed upon the EMUA herein for potable water service are contingent upon the EMUA having sufficient available capacity at its facilities and having not reached its permitted maximum diversionary rights capacity, taking into consideration any outstanding permits or agreements of the EMUA.

2. EMUA RULES AND REGULATIONS AND SPECIFICATIONS. The Applicant agrees to abide by the Rules and Regulations promulgated by the EMUA 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 EMUA are incorporated by reference into this Agreement and shall constitute a contract between the Applicant and EMUA 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 rate schedule of the Authority. In the event that there is any physical or operational change associated with an increase in estimated projected flow of water to 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 usage.

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

5. AGREEMENT BINDING. This Agreement shall be binding upon the Applicant and the EMUA, 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 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 Authority.

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

APPLICANT

WITNESS/ATTEST:

By:_____

_____

(Typed Name and Title)

(Typed Name and Title)

THE EVESHAM MUNICIPAL UTILITIES AUTHORITY

ATTEST:

By: _____

_____ , Chairperson

, Secretary