

**LONG BRANCH SEWERAGE AUTHORITY
150 JOLINE AVENUE
P.O. BOX 720
LONG BRANCH, NJ 07740**

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INDUSTRIAL WASTE DISCHARGE AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20 ____; between the Long Branch Sewerage Authority, with offices at 150 Joline Avenue, Long Branch, New Jersey 07740, (hereinafter referred to as the "Authority"), and _____ with offices at _____

(hereinafter referred to as "Customer");

WITNESSETH;

WHEREAS, the customer has applied to the Authority for permission to discharge industrial wastes into the sewer system owned and operated by the Authority; and

WHEREAS, the Authority has agreed to accept said wastes subject to the provisions of this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PREMISES AND COVENANTS CONTAINED HEREIN, it is agreed by the parties hereto as follows:

1. Rules and Regulations. The customer represents that he has reviewed the Rules and Regulations of the Authority and, particularly Section 7C thereof, relating to industrial and commercial service, and **Section 3A** thereof relating to penalties for violations of the Rules and Regulations.
2. The customer has paid to the Authority or is paying simultaneously with the execution of this Agreement a connection fee in the amount of \$_____.
3. Waste Characteristics. Customer agrees to install an industrial waste flow meter and sampler in accordance with the Authority Rules and Regulations. The wastewater discharged by the customer into the Authority's system shall comply in all respects with applicable sections of the Rules and Regulations and customer agrees, if necessary, to pretreat its wastewater discharge to bring it into compliance with the standards set forth in those Sections. The customer is hereby authorized to deviate from said standards in the following respects only: (if none, state "none")

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4. Service Charges. Customer agrees to pay annual service charges to the Authority in accordance with the Authority's Rates, Rules and Regulations as the same may be amended from time to time. Customer acknowledges that it is aware that there are surcharges which may be imposed for exceeding any of the standards set forth in Section 7C of the Authority's Rules and Regulations.

The customer agrees to bear any cost incurred by the Authority for testing procedures to determine that the sewer flow is within the parameter limits established by the Authority.

5. Special Conditions. The following constitute the special conditions which shall be applicable to the customer's discharge into the Authority's system: (if none, state "none")

(1) The customer will meter discharge and will be charged at a base rate in accordance with the Long Branch Sewerage Authority's Fee Schedule.

(2) The customer will sample discharge and will submit the results of all analysis to the Authority.

(3) If any analysis indicates the customer has exceeded the limits set forth in the Rules and Regulations of the Authority, the Authority may impose a surcharge and/or hold the customer responsible for any damage or fines resulting from the customer's discharge.

6. Customer acknowledges that in the event it violates this agreement or the Authority's Rules and Regulations, the Authority may discontinue service to the customer, in addition to the other penalties provided in the Authority's Rules and Regulations.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

ATTEST:

LONG BRANCH SEWERAGE AUTHORITY

Notary

By: _____
Chairman

ATTEST:

OWNER

Notary

By: _____