

Borough of Kenilworth
Union County, NJ

Ordinance No. 2023-1

ORDINANCE AMENDING THE 2021 REVISED
AGREEMENT BETWEEN THE MEMBER MUNICIPALITIES
OF THE RAHWAY VALLEY SEWERAGE AUTHORITY

Be it ordained by the Borough Council of the Borough of Kenilworth, County of Union, State of New Jersey ("Kenilworth"), as follows:

Section 1.

Kenilworth hereby approves the amendments to the 2021 Agreement with regard to the establishment and operation of the Rahway Valley Sewerage Authority.

Section 2.

The amendments to the 2021 Agreement are set out in red-line and are attached as Appendix A ("Revisions to 2021 Agreement").

Section 3. Severability.

If any section, clause, paragraph, or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, so adjudged, and the remainder of the Ordinance shall be deemed valid and effective.

Section 4. Inconsistency.

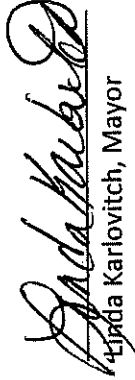
All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

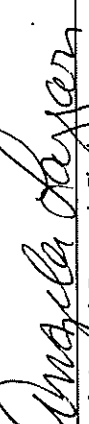
Introduction: 18th day of January, 2023

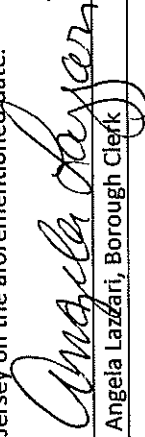
Public Hearing and Adoption: 15th day of February, 2023

Attest:


Angela Lazzari, Borough Clerk


Jada Karlovitch, Mayor

INTRODUCTION					COUNCILPERSON		FINAL ADOPTION					
Moved	Sec.	Aye	May	Abs.	NP		Moved	Sec.	Aye	May	Abs.	NP
		X				JOSEPH FINISTRELLA	X		X			
		X				WILLIAM MAURO		X	X			
		X				SCOTT PENTZ			X			
X		X				FRED PUGLIESE			X			
		X				SAVINO SCORESE			X			
	X	X				JOHN ZIMMERMAN			X			
Introduced: January 18, 2023						I hereby certify the above ordinance was adopted by the Borough Council of the Borough of Kenilworth, County of Union, State of New Jersey on the aforementioned date.						
Final Adoption: February 15, 2023						 Angela Lazzari, Borough Clerk						


Angela Lazzari, Borough Clerk

Appendix A
Revisions to 2021 Agreement

EXHIBIT A

WHEREAS, the Boroughs of Garwood ("Garwood"), Kenilworth ("Kenilworth"), and Roselle Park ("Roselle Park"), the City of Rahway ("Rahway"), the Town of Westfield ("Westfield"), and the Townships of Clark ("Clark"), Cranford ("Cranford"), Springfield ("Springfield") and Woodbridge ("Woodbridge"), all municipal corporations of the State of New Jersey (hereinafter sometimes collectively referred to as the "Original Municipalities"), have heretofore entered into a contract dated October 20, 1928, which contract had been supplemented by further contracts dated March 3, 1932 and August 31, 1936, the purpose of which contracts was jointly to construct, maintain, rebuild, repair and operate a trunk sewer ("Sewer") and sewage treatment plant ("Treatment Plant") within the Rahway Valley, and which Original Municipalities united in a Joint Meeting, pursuant to statute, and had been known familiarly as the Rahway Valley Joint Meeting (hereinafter referred to as the "Joint Meeting"); and

WHEREAS, a certain contract was then entered into by the Original Municipalities, dated August 8, 1951 ("1951 Agreement"), by which the Rahway Valley Sewerage Authority (hereinafter referred to as the "Authority") was created pursuant to Chapter 138 of the Laws of 1946 (N.J.S. 40:14A-1 et seq.) (hereinafter referred to as the Statute); and

WHEREAS, the 1951 Agreement has had been amended on several occasions, the latest amendments last amendment occurring in or about 1994, as a result of the settlement of certain litigation entitled "Mountainside v. Rahway Valley Sewerage Authority, et al.," Docket No. L-016401-87, Superior Court of New Jersey, Union County (hereinafter referred to as the "Litigation"); and

WHEREAS, a certain contract was entered into by the Original Municipalities, together with the Township of Scotch Plains ("Scotch Plains"), which became a member in 1994, which was dated January 11, 1995 ("1995 Agreement"), and which contract incorporated the terms of the 1951 Agreement, together with all amendments previously approved since 1951 up through 1995; and

WHEREAS, a certain contract was entered into, dated as of April 1, 1994, by the Original Municipalities, Scotch Plains, and the Borough of Mountainside ("Mountainside"), which borough became a member in February 1999 ("Mountainside Agreement"); and

WHEREAS, this Agreement is intended to incorporate the terms of the 1995 Agreement, all amendments heretofore previously approved since 1995, and amendments herein adopted to provide an overall update.

NOW, THEREFORE, it is mutually agreed as follows:

AGREEMENT

among

THE BOROUGH OF GARWOOD, KENILWORTH,
MOUNTAINSIDE AND ROSELLE PARK, THE CITY
OF RAHWAY, THE TOWN OF WESTFIELD, AND
THE TOWNSHIPS OF CLARK, CRANFORD, SCOTCH
PLAINS, SPRINGFIELD AND WOODBRIDGE,
MUNICIPAL CORPORATIONS OF THE STATE OF
NEW JERSEY

Original Dated: ~~January 11, 1995~~ December 20, 2021

Revision Dated: ~~November 1, 2021~~ _____, 2022

WHEREAS, the Boroughs of Garwood ("Garwood"), Kenilworth ("Kenilworth"), and Roselle Park ("Roselle Park"), the City of Rahway ("Rahway"), the Town of Westfield ("Westfield"), and the Townships of Clark ("Clark"), Cranford ("Cranford"), Springfield ("Springfield") and Woodbridge ("Woodbridge"), all municipal corporations of the State of New Jersey (hereinafter sometimes collectively referred to as the "Original Municipalities"), have heretofore entered into a contract dated October 20, 1928, which contract had been supplemented by further contracts dated March 3, 1932 and August 31, 1936, the purpose of which contracts was jointly to construct, maintain, rebuild, repair and operate a trunk sewer ("Sewer") and sewage treatment plant ("Treatment Plant") within the Rahway Valley, and which Original Municipalities united in a Joint Meeting, pursuant to statute, and had been known familiarly as the Rahway Valley Joint Meeting (hereinafter referred to as the "Joint Meeting"); and

WHEREAS, a certain contract was then entered into by the Original Municipalities, dated August 8, 1951 ("1951 Agreement"), by which the Rahway Valley Sewerage Authority (hereinafter referred to as the "Authority") was created pursuant to Chapter 138 of the Laws of 1946 (N.J.S. 40:14A-1 et seq.) (hereinafter referred to as the Statute); and

WHEREAS, the 1951 Agreement has been amended on several occasions, the latest amendment occurring in or about 1994, as a result of the settlement of certain litigation entitled "Mountainside v. Rahway Valley Sewerage Authority, et al.," Docket No. L-016401-87, Superior Court of New Jersey, Union County (hereinafter referred to as the "Litigation"); and

WHEREAS, a certain contract was entered into by the Original Municipalities, together with the Township of Scotch Plains ("Scotch Plains"), which became a member in 1994, which was dated January 11, 1995 ("1995 Agreement"), and which contract incorporated the terms of the 1951 Agreement, together with all amendments previously approved since 1951 up through 1995; and

WHEREAS, a certain contract was entered into, dated as of April 1, 1994, by the Original Municipalities, Scotch Plains, and the Borough of Mountainside ("Mountainside"), which borough became a member in February 1999 ("Mountainside Agreement"); and

WHEREAS, this Agreement is intended to incorporate the terms of the 1995 Agreement, all amendments heretofore previously approved since 1995, and amendments herein adopted to provide an overall update.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Original Municipalities, together with Scotch Plains and the Borough of Mountainside ("Mountainside"), which became a member in February 1999 in accordance with a certain agreement between Mountainside, the Original Municipalities, and the Authority, dated as of April 1, 1994 ("Mountainside Agreement"), and Mountainside, are collectively referred to as the "Member Municipalities". The Member Municipalities adopted comparable ordinances for the purpose of reforming the public body to be known as "The Rahway Valley Sewerage Authority", effectuating this Agreement dated 2022.

2. ~~There~~The Authority shall be governed by a Board of Commissioners consisting of eleven (11) ~~Members of the Authority~~ Commissioners, collectively referred to as the "Board of Commissioners", one to be appointed by the governing body of each of the eleven (11) Member Municipalities. A Commissioner need not be a member of the governing body of a Member Municipality. The respective terms of said Commissioners shall be as provided By the Statute.

3. The Board of Commissioners shall be empowered to adopt, as hereinafter provided, by-laws governing the fiscal affairs of the Authority providing for necessary officers, meetings, the order of business, standing and special committees and the like; and also rules and regulations governing the use of the Sewer and Treatment Plant. The current by-laws and rules and regulation remain in effect and may be amended by a two-thirds (2/3rds) vote of the Board of Commissioners, but no by-law or rule or regulation shall be in any way inconsistent with the provisions of this Agreement.

4. No Commissioner shall receive compensation greater than the rate of one hundred (\$100.00) Dollars per month for his or her attendance at regular or special meetings of the Authority and/or committees thereof, and not more than one thousand two hundred (\$1,200.00) Dollars in any calendar year; except that the Chairperson shall receive, in lieu of the commissioner's compensation, compensation in the amount of two thousand (\$2,000.00) Dollars during his or her one (1) year term of office. Compensation as referenced herein may be increased consistent with N.J.S.A. 40:14A-1 et seq., and by Resolution of at least 3/4 of the Commissioners.

5. The Authority, notwithstanding any other provisions of the New Jersey Statutes in such cases made and/or provided, or as hereafter supplemented or amended, shall not issue any bonds other than bonds of the Authority as permitted by the New Jersey statutes.

6.1 - Omitted

6.2 – Omitted

7. Definitions.

7.1. Wherever in this Agreement reference is made to "present trunk sewer," said term shall mean and include all joint trunk sewers, sub trunk sewers, gravity relief sewers and spur sewers as shown on Plate A, dated 2021, hereto annexed.

7.2. Wherever in this Agreement the term "average daily flow" is used, it shall mean the average number of gallons per day contributed by all of the Member Municipalities or each of the Member Municipalities for the preceding measuring year, such average daily flows to be determined utilizing continuous flow measurements.

7.3.1 Wherever in this Agreement reference is made to TSS or "Total Suspended Solids", said term shall mean the average number of pounds of suspended solids per day contributed to the Sewer by all of the Member Municipalities or each of the Member Municipalities for the preceding measuring year as sampled at the New Jersey Department of Environmental Protection ("NJDEP") recognized location(s) in the Authority's New Jersey Pollutant Discharge Elimination System ("NJPDES") Permit and as measured using the approved NJPDES laboratory procedure.

7.3.2 Whenever in this Agreement reference is made to BOD or "Biochemical Oxygen Demand", said term shall mean the average number of pounds of BOD per day contributed to the Sewer by all of the Member Municipalities or each of the Member Municipalities for the preceding measuring year as sampled at the NJDEP recognized location(s) in the Authority's NJPDES Permit and as measured using the approved NJPDES laboratory procedure.

7.4. Wherever in this Agreement reference is made to a "measuring year", the said term shall mean a year from October first of one calendar year through September 30th of the following calendar year. Reference to the "preceding measuring year" shall mean the most recently completed of such measuring years.

7.5. Wherever in this Agreement reference is made to "time of travel", the said term shall mean the estimated average time required for the sewage to flow from an upstream meter location to a downstream meter location as identified by mathematical modeling and rounded to the nearest 15-minute interval based upon best professional engineering judgment by the Authority's Chief Engineer or his or her designee.

8.1. Each of the Member Municipalities shall have the right to use the Sewer, as shown on Plate A hereto annexed, by contributing sewage to the various spurs and sub-trunks within its limits such that the combined flow rates contributed to the Sewer by each Member Municipality shall be as follows:

TABLE 1	
Peak Authorized Rates of Flow Rights	
Member Municipalities	Rates of Flow In Millions of Gallons per Day
Clark	4.95
Cranford	9.19
Garwood	3.99
Kenilworth	2.75
Mountainside	3.15
Rahway	17.26
Roselle Park	1.94
Scotch Plains	4.73
Springfield	4.09
Westfield	10.94
Woodbridge	3.49

Such contribution shall be made as not to exceed the capacity of the spurs and sub-trunks and so to not impede other Member Municipality's access to their respective flow rights within the trunk sewer system.

8.2. Adequate pumping shall be done by the Authority at the Treatment Plant to maintain a capacity of 62-3105 M.G.D. in Section 1, and a capacity of 58 M.G.D. in Section 1-A the "Headworks" Facility.

8.3. The authorized rates of flow herein stated are the maximum rates of flow permitted ("Peak Flow Rights"). No Member Municipality shall have the right to exceed its authorized rate of flow in any part of the Sewer for any period of time as reasonably measured with commercially available technology at various locations, taking into consideration time of travel throughout the Sewer.

8.4. The rate of flow of a Member Municipality, for the various spurs and sub-trunks means the total rate of sewage contributed by the Member Municipality

to the spur or sub-trunk, including contributions made to any upper sections of the Sewer which must pass through such spur or sub-trunk.

FormatText: Font: 12 pt

8.5. The allocations set up in ~~the tables~~ Table 1 in this Agreement, granting flow rights to the Member Municipalities, are based upon the calculated capacity of the Sewer but should the capacity of the Sewer as actually determined be greater or ~~less~~ less than ~~that set in the aggregate said table~~, the allocations to the Member Municipalities ~~are~~ shall be either increased or decreased in the proportion of the ~~rates of flow as~~ Peak Flow Rights allocated herein. Regardless of rights in spurs and sub-trunks the capacity allocation in the main trunks shall not be exceeded by any Member Municipality.

8.6 - Omitted

8.7 - Omitted

8.8 - Omitted

9.1. Any Member Municipality's authorized flow rights shall be its own individual property. A Member Municipality may sell or assign its unused authorized flow rights, as may be determined by the Authority, in whole or in part to a Member or nonmember Municipality; provided, however, that no such assignment or sale shall be made unless the same flow rights shall first be offered, at the same price, to all other Member Municipalities by or after the offer in writing is sent to the Clerk of each Member Municipality and the offer is transmitted at a meeting of the Authority, and unless, at the expiration of thirty (30) days, such offer shall not have been accepted in writing by another Member Municipality, by mailing such acceptance to the Clerk of the Member Municipality making the offer and to the Executive Director of the Authority. If more than one (1) Member Municipality seeks to purchase all or any portion of the flow rights being offered, they shall be assigned to the Member Municipality(ies) offering to purchase in proportion to its (their) authorized flow rights under this Agreement. Nothing contained herein shall affect any sales of flow rights previously made.

9.2.1. If the ~~Board of Commissioners is advised~~ Authority determines that any Member Municipality has exceeded its authorized Peak Flow Rights ~~in Total Trunk Section 4~~, as described in Section 8.1, for any parts of ten (10) separate days in the preceding measuring year ~~the and the Board of Commissioners agrees with that determination~~, the Authority shall ~~provide notification of the exceedance~~ issue a Notice of Exceedance to the Clerk(s) of ~~the~~ Member Municipality(ies) detailing, specifying the amount number of the exceedance(s) and the associated Excess Rental Charge(s). ~~Each applicable~~. The Member Municipality shall be

~~give have forty-five (45) days following issuance of such notification from the date of the Notice of Exceedance to provide a written notification Notice of Dispute to the Board of Commissioners stating the intention of the Member Municipality to dispute the Authority's determination. Upon receiving such notification disputing the determination receipt by the Board of Commissioners of the Notice of Dispute, it shall adopt a resolution scheduling a meeting with the Board for the Member Municipality. The purpose of providing said the meeting shall be to provide the Member Municipality with the opportunity to present evidence disputing the number of exceedances or the amount thereof. A certified copy of said resolution existence of the claimed exceedance(s) and the amount of the Excess Rental Charge. The Board of Commissioners' Resolution scheduling the meeting shall be mailed to the Clerk of said the Member Municipality by certified mail at least two (2) weeks prior to the date fixed for such meeting. In lieu of a meeting, each such Member Municipality may submit written documentation establishing the basis for its dispute and the Board of Commissioners shall determine if the Member Municipality has exceeded its Peak Flow Rights taking into consideration said documentation. If no notification Notice of Dispute is received by the Board of Commissioners within the time frame stated above, the determination of the Authority shall be considered final and no meeting with the Member Municipality will be held nor will written documentation be considered.~~

Within sixty (60) days following resolution of any disputed exceedances as allowed for in this Section, said Municipality shall pay, in addition to all other charges for services during the year in which such excess use occurs, an annual Peak Flow Rights rental charge for the preceding measuring year based on the Peak Flow Rights used in excess of said Municipality's Peak Flow Rights ("Excess Rental Charge"). Excess Rental Charges shall be paid to the Treasurer of the Authority in the same manner as provided in Section 11.8 hereafter and shall be credited to the Authority's Capital Replacement Fund.

In lieu of payment of the Excess Rental Charge, a Member Municipality may expend an amount equal to or greater than the Excess Rental Charge to purchase additional Peak Flow Rights in accordance with Section 9.1 and/or represent work to the Member Municipality's sewer system to reduce infiltration and inflow in the measuring year when such excess use occurred and/or in the next measuring year. Documentation of said expenditure shall be provided to the Board of Commissioners within sixty (60) days following resolution of any disputed exceedances as allowed for in this Section. Said Municipality may request an extension of no more than an additional sixty (60) days to provide said documentation.

9.2.2. The annual Excess Rental Charge shall be assessed at the rate of five thousand (\$5,000.00) Dollars per million gallons of flow that exceeds a member

Municipality's Peak Flow Rights, based on the actual number of gallons per day conveyed by the Member Municipality above its Peak Flow Rights as calculated by the Authority. The Excess Rental Charge shall not include charges assessed for the first nine (9) exceedances, chronologically, in any measuring year.

~~9.2.3. Notwithstanding anything herein contained in this Section 9.2 to the contrary, Clark shall only be assessed an Excess Rental Charge on an annual basis for Peak Flow Rights if Clark has exceeded Peak Flow Rights of 5.0 M.G.D. ("Surcharge") on more than ten (10) separate days, as more fully described in Article 5 of a certain settlement agreement entered into as of the 1st day of September, 1994, by and among the Original Municipalities and the Authority ("Clark Settlement Agreement"). The amount of the Surcharge shall be determined annually based upon the eleventh (11th) highest Peak Flow Rights reading for Clark in excess of 5.0 M.G.D. during the preceding measuring year as shown on that certain graph attached as Exhibit A to the Clark Settlement Agreement, a copy of which is attached as Schedule E to this Agreement. Clark shall be required to adopt a bond ordinance in the amount of the Surcharge assessed on Clark for the preceding measuring year, and the Surcharge for each measuring year shall be expended by Clark on Infiltration/Inflow work to the Clark sewerage system, all as more fully described in the Clark Settlement Agreement. Notwithstanding the provisions of Section 17 of this Agreement, the Clark Settlement Agreement shall not be amended without the approval of Clark. Omitted~~

9.3. The rights of the Authority, which may be asserted against a Member Municipality exceeding its authorized flow rights as hereinabove provided, shall not be deemed exclusive. The Authority, or any Member Municipality, shall be entitled to seek injunctive or other equitable relief as may be proper under the circumstances.

10.1. - Omitted

10.2 - Omitted

11. The Member Municipalities are responsible for the annual costs of maintenance, future repairs, rebuilding of any parts of the Sewer, any part of the Treatment Plant, increases in the capacity of the Sewer and/or the Treatment Plant, operation of all units of the sewage collection and the operation of the treatment system, which may be incurred by the Authority, as well as principal, interest and amortization on capital improvements ("Annual Cost").

11.01. The Annual Cost and other debt of the Authority is allocated among the Member Municipalities each year in equal proportion to the fractional share of

the contribution of each of the Member Municipalities ("Percent Share") to the (i) total average daily flow ("flow"), (ii) TSS, and (iii) BOD, from all of the Member Municipalities and certain user municipalities ("Users") during the preceding measuring year ("General Formula"), and as fully set forth in Section 11.04.

11.02 – Omitted

11.03 – Omitted

11.04. The potential for fluctuation of the Percent Share for each of the Member Municipalities from one year to the next is due to variations in the three (3) separate components utilized to determine the Percent Share, i.e. flow, TSS, and BOD. The share of the annual budget for each Member Municipality is to be determined using a rolling five (5) year average. This shall apply to Sections 11 and 11.01.

11.1 et al. – Omitted

11.2. The allocation for TSS for each Member Municipality shall be in the same proportion which the suspended solids contributed by such Municipality bears to the sum of the TSS contributed by all of the Member Municipalities as may be determined by the Authority and as measured at the NJDEP recognized location(s) in the Authority's NJPDES Permit.

11.3. The allocation for BOD for each Member Municipality shall be in the same proportion which the BOD contributed by such Municipality bears to the sum of the BOD contributed by all of the Member Municipalities as may be determined by the Authority and as measured at the NJDEP recognized location(s) in the Authority's NJPDES Permit.

11.4. The allocation for flow for each Municipality shall be in the same proportion which its average daily flow bears to the sum of the average daily flows of the Member Municipalities as may be determined by proper measurements to be made by the Authority.

11.5. Woodbridge hereby reconfirms that the Treatment Plant and such disposal works and additions and alterations thereto, as the Authority may consider necessary and proper, may be constructed and maintained within Woodbridge. In consideration of this determination, in determining the allocation for each of the Member Municipalities under this Section 10, there shall first be deducted and not included in the computation the use by Woodbridge to the extent of, but not exceeding, 500,000 gallons per day, average daily flow, and not more than 833 pounds per day of TSS and BOD, for which Woodbridge shall not be obligated to

pay.

11.6 – Omitted

11.7 – Omitted

11.8. All charges to the Member Municipalities shall be billed annually and shall be due and payable in two (2) equal installments, April 1st and July 1st, and shall be paid to the Treasurer of the Authority. Payments that are not made by the fifth day of the applicable month shall bear interest at the rate of 6% per year.

12 – Omitted

13.1. The Authority shall not have the power to change the point of connection with the sewer of any Member Municipality except with the consent of such Member Municipality.

13.2. If any change in the location of the sewer is made at the request of any Member Municipality, any additional cost caused thereby shall be paid by said Member Municipality.

13.3 – Omitted

13.4. Trade wastes may be discharged into the Sewer or its connecting laterals only upon prior consent obtained from the Authority in accordance with applicable New Jersey Statutes and the Authority's Rules and Regulations.

13.5. The Authority reserves the right to review and impose limits on the amounts of trade wastes which can be discharged into the Sewer or its connecting laterals based upon the capacities of the various segments of the Sewer.

14. – Omitted

15. If, pursuant to the provisions of Section 9.1 of this Agreement, a Member Municipality shall accept sewage from a nonmember municipality for ultimate transmittal to the Sewer and treatment at the Treatment Plant, the responsibility for payment of all costs and charges incident to the contribution of said sewage shall be that of the Member Municipality accepting such sewage and the Member Municipality shall be responsible for any violations arising from the handling of such sewage. The Member Municipality may require the non-member to reimburse it for any or all such costs and charges.

16 – Omitted

17.1. In order to amend this Agreement, the Board of Commissioners shall

initially introduce the proposed amendment by passage of a Resolution by a majority vote. Approval of the proposed amendment and any revision(s) to the original Resolution shall require passage of a second Resolution at a following meeting by a minimum vote of three-fourth of all of the Commissioners then appointed by their respective Member Municipalities.

17.2. Proposed amendment(s) approved by the Board of Commissioners after two (2) Resolutions as set out in Section 17.1 shall then be submitted to the governing body of each of the eleven (11) Member Municipalities. The proposed amendment(s) shall take effect and be binding on all parties to this Agreement upon three-fourths of all Member Municipalities, i.e. nine (9) Member Municipalities, adopting ordinances approving all or some of the amendment(s).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which signed counterparts shall be taken as an original, by the proper officers of the respective municipal corporations and their respective seals to be hereto affixed and attested, the said executions being duly authorized by ordinances of the governing bodies of the respective municipal corporations' governing bodies this day of
2021/2022.

ATTEST:

TOWNSHIP OF CLARK

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 24~~21~~2022, before me, the subscriber, personally appeared Salvatore Bonaccorso and Edith L. Merkel, who I am satisfied are the Mayor of the Township of Clark and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 20~~21~~2022

Notary Public of the State of New Jersey

TOWNSHIP OF CRANFORD

ATTEST:

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2024/2022, before me, the
subscriber, personally appeared Kathleen Miller Prunty and Patricia Donahue, who I am satisfied
are the Mayor of the Township of Cranford and the Municipal Clerk of said Municipallty,
respectively, and that the said persons executed this Agreement on behalf of that Municipallty by
signing and delivering this Agreement in my presence and acknowledging that he/she signed and
delivered this Agreement as the Municipallty's act and deed for the uses and purposes therein
expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2024/2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF GARWOOD

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2021/2022, before me, the subscriber, personally appeared Sara Todisco and Catherine D. Cameron, who I am satisfied are the Mayor of the Borough of Garwood and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this

_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF KENIL WORTH

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

BE IT REMEMBERED, that on 2021/2022, before me, the subscriber, personally appeared Linda Karlovitch and Laura Reinertsen, who I am satisfied are the Mayor of the Borough of Kenilworth and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this

_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF MOUNTAINSIDE

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2021/2022, before me, the subscriber, personally appeared Paul N. Mirabelli and Martha Lopez, who I am satisfied are the Mayor of the Borough of Mountainside and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

ATTEST:

CITY OF RAHWAY

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2021/2022, before me, the subscriber, personally appeared Raymond A. Giacobbe, Jr., and Jeffrey Lotz, who I am satisfied are the Mayor of the City of Rahway and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this

_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF ROSELLE PARK

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

I DO HEREBY REMEMBERED, that on _____, 2024, before me, the
subscriber, personally appeared Joseph Signorello, III, and Andrew J. Casais, who I am satisfied
are the Mayor of the Borough of Roselle Park and the Municipal Clerk of said Municipality,
respectively, and that the said persons executed this Agreement on behalf of that Municipality by
signing and delivering this Agreement in my presence and acknowledging that he/she signed and
delivered this Agreement as the Municipality's act and deed for the uses and purposes therein
expressed.

Sworn to and Subscribed before me this

_____ day of _____, 2024

Notary Public of the State of New Jersey

ATTEST:

TOWNSHIP OF SCOTCH PLAINS

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2021/2022, before me, the subscriber, personally appeared Joshua G. Losardo and Bozena Lacina, who I am satisfied are the Mayor of the Township of Scotch Plains and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

ATTEST:

TOWNSHIP OF SPRINGFIELD

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2021/2022, before me, the
subscriber, personally appeared ~~Chris Weber~~ Alex Keiser and Linda Donnelly, who I am satisfied
are the Mayor of the Township of Springfield and the Municipal Clerk of said Municipality,
respectively, and that the said persons executed this Agreement on behalf of that Municipality by
signing and delivering this Agreement in my presence and acknowledging that he/she signed and
delivered this Agreement as the Municipality's act and deed for the uses and purposes therein
expressed.

Sworn to and Subscribed before me this

_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

ATTEST:

TOWN OF WESTFIELD

By: _____

STATE OF NEW JERSEY)
) ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2021/2022, before me, the subscriber, personally appeared Michelle Brindle and Tara Rowley, who I am satisfied are the Mayor of the Town of Westfield and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this

_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

ATTEST:

TOWNSHIP OF WOODBRIDGE

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on _____, 2021/2022, before me, the subscriber, personally appeared John E. McCormac and John M. Mitch, who I am satisfied are the Mayor of the Township of Woodbridge and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this

_____ day of _____, 2021/2022

Notary Public of the State of New Jersey

EXHIBIT B

AGREEMENT

among

THE BOROUGH OF GARWOOD, KENILWORTH,
MOUNTAINSIDE AND ROSELLE PARK, THE CITY
OF RAHWAY, THE TOWN OF WESTFIELD, AND
THE TOWNSHIPS OF CLARK, CRANFORD, SCOTCH
PLAINS, SPRINGFIELD AND WOODBRIDGE,
MUNICIPAL CORPORATIONS OF THE STATE OF
NEW JERSEY

Original Dated: December 20, 2021

Revision Dated: _____, 2022

WHEREAS, the Boroughs of Garwood ("Garwood"), Kenilworth ("Kenilworth"), and Roselle Park ("Roselle Park"), the City of Rahway ("Rahway"), the Town of Westfield ("Westfield"), and the Townships of Clark ("Clark"), Cranford ("Cranford"), Springfield ("Springfield") and Woodbridge ("Woodbridge"), all municipal corporations of the State of New Jersey (hereinafter sometimes collectively referred to as the "Original Municipalities"), have heretofore entered into a contract dated October 20, 1928, which contract had been supplemented by further contracts dated March 3, 1932 and August 31, 1936, the purpose of which contracts was jointly to construct, maintain, rebuild, repair and operate a trunk sewer ("Sewer") and sewage treatment plant ("Treatment Plant") within the Rahway Valley, and which Original Municipalities united in a Joint Meeting, pursuant to statute, and had been known familiarly as the Rahway Valley Joint Meeting (hereinafter referred to as the "Joint Meeting"); and

WHEREAS, a certain contract was then entered into by the Original Municipalities, dated August 8, 1951 ("1951 Agreement"), by which the Rahway Valley Sewerage Authority (hereafter referred to as the "Authority") was created pursuant to Chapter 138 of the Laws of 1946 (N.J.S. 40:14A-1 et seq.) (hereinafter referred to as the Statute); and

WHEREAS, the 1951 Agreement had been amended on several occasions, the last amendment occurring in or about 1994, as a result of the settlement of certain litigation entitled "Mountainside v. Rahway Valley Sewerage Authority, et al.," Docket No. L-016401-87, Superior Court of New Jersey, Union County (hereinafter referred to as the "Litigation"); and

WHEREAS, a certain contract was entered into by the Original Municipalities, together with the Township of Scotch Plains ("Scotch Plains"), which became a member in 1994, which was dated January 11, 1995 ("1995 Agreement"), and which contract incorporated the terms of the 1951 Agreement, together with all amendments previously approved since 1951 up through 1995; and

WHEREAS, a certain contract was entered into, dated as of April 1, 1994, by the Original Municipalities, Scotch Plains, and the Borough of Mountainside ("Mountainside"), which borough became a member in February 1999 ("Mountainside Agreement"); and

WHEREAS, this Agreement is intended to incorporate the terms of the 1995 Agreement, all amendments heretofore previously approved since 1995, and amendments herein adopted to provide an overall update.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Original Municipalities, together with Scotch Plains and Mountainside, are collectively referred to as the "Member Municipalities". The Member Municipalities adopted comparable ordinances for the purpose of effectuating this Agreement dated _____, 2022.

2. The Authority shall be governed by a Board of Commissioners consisting of eleven (11) Commissioners, collectively referred to as the "Board of Commissioners", one to be appointed by the governing body of each of the eleven (11) Member Municipalities. A Commissioner need not be a member of the governing body of a Member Municipality. The respective terms of said Commissioners shall be as provided By the Statute.

3. The Board of Commissioners shall be empowered to adopt, as hereinafter provided, by-laws governing the fiscal affairs of the Authority providing for necessary officers, meetings, the order of business, standing and special committees and the like; and also rules and regulations governing the use of the Sewer and Treatment Plant. The current by-laws and rules and regulation remain in effect and may be amended by a two-thirds (2/3rds) vote of the Board of Commissioners, but no by-law or rule or regulation shall be in any way inconsistent with the provisions of this Agreement.

4. No Commissioner shall receive compensation greater than the rate of one hundred (\$100.00) Dollars per month for his or her attendance at regular or special meetings of the Authority and/or committees thereof, and not more than one thousand two hundred (\$1,200.00) Dollars in any calendar year; except that the Chairperson shall receive, in lieu of the commissioner's compensation, compensation in the amount of two thousand (\$2,000.00) Dollars during his or her one (1) year term of office. Compensation as referenced herein may be increased consistent with N.J.S.A. 40:14A-1 et seq., and by Resolution of at least 3/4 of the Commissioners.

5. The Authority, notwithstanding any other provisions of the New Jersey Statutes in such cases made and/or provided, or as hereafter supplemented or amended, shall not issue any bonds other than bonds of the Authority as permitted by the New Jersey statutes.

6.1 - Omitted

6.2 - Omitted

7. Definitions.

7.1. Wherever in this Agreement reference is made to "present trunk sewer," said term shall mean and include all joint trunk sewers, sub trunk sewers, gravity

relief sewers and spur sewers as shown on Plate A, dated 2021, hereto annexed.

7.2. Wherever in this Agreement the term "average daily flow" is used, it shall mean the average number of gallons per day contributed by all of the Member Municipalities or each of the Member Municipalities for the preceding measuring year, such average daily flows to be determined utilizing continuous flow measurements.

7.3.1 Wherever in this Agreement reference is made to TSS or "Total Suspended Solids", said term shall mean the average number of pounds of suspended solids per day contributed to the Sewer by all of the Member Municipalities or each of the Member Municipalities for the preceding measuring year as sampled at the New Jersey Department of Environmental Protection ("NJDEP") recognized location(s) in the Authority's New Jersey Pollutant Discharge Elimination System ("NJPDES") Permit and as measured using the approved NJPDES laboratory procedure.

7.3.2 Whenever in this Agreement reference is made to BOD or "Biochemical Oxygen Demand", said term shall mean the average number of pounds of BOD per day contributed to the Sewer by all of the Member Municipalities or each of the Member Municipalities for the preceding measuring year as sampled at the NJDEP recognized location(s) in the Authority's NJPDES Permit and as measured using the approved NJPDES laboratory procedure.

7.4. Wherever in this Agreement reference is made to a "measuring year", the said term shall mean a year from October first of one calendar year through September 30th of the following calendar year. Reference to the "preceding measuring year" shall mean the most recently completed of such measuring years.

7.5. Wherever in this Agreement reference is made to "time of travel", the said term shall mean the estimated average time required for the sewage to flow from an upstream meter location to a downstream meter location as identified by mathematical modeling and rounded to the nearest 15-minute interval based upon best professional engineering judgment by the Authority's Chief Engineer or his or her designee.

8.1. Each of the Member Municipalities shall have the right to use the Sewer, as shown on Plate A hereto annexed, by contributing sewage to the various spurs and sub-trunks within its limits such that the combined flow rates contributed to the Sewer by each Member Municipality shall be as follows:

TABLE 1
Peak Flow Rights

Member Municipalities	Rates of Flow in Millions of Gallons per Day
Clark	4.95
Cranford	9.19
Garwood	3.99
Kenilworth	2.75
Mountainside	3.15
Rahway	17.26
Roselle Park	1.94
Scotch Plains	4.73
Springfield	4.09
Westfield	10.94
Woodbridge	3.49

Such contribution shall be made as not to exceed the capacity of the spurs and sub trunks and so not impede other Member Municipality's access to their respective flow rights within the trunk sewer system.

8.2. Adequate pumping shall be done by the Authority at the Treatment Plant to maintain a capacity of 105 M.G.D. in the "Headworks" Facility.

8.3. The authorized rates of flow herein stated are the maximum rates of flow permitted ("Peak Flow Rights"). No Member Municipality shall have the right to exceed its authorized rate of flow in any part of the Sewer for any period of time as reasonably measured with commercially available technology at various locations, taking into consideration time of travel throughout the Sewer.

8.4. The rate of flow of a Member Municipality, for the various spurs and sub-trunks means the total rate of sewage contributed by the Member Municipality to the spur or sub-trunk, including contributions made to any upper sections of the Sewer which must pass through such spur or sub-trunk.

8.5. The allocations set up in Table 1 in this Agreement, granting flow rights to the Member Municipalities, are based upon the calculated capacity of the Sewer but should the capacity of the Sewer as actually determined be greater or lesser than that set in said table, the allocations to the Member Municipalities shall be either increased or decreased in proportion to the Peak Flow Rights allocated therein. Regardless of rights in spurs and sub-trunks the capacity allocation in the main

trunks shall not be exceeded by any Member Municipality.

8.6 – Omitted

8.7 – Omitted

8.8 – Omitted

9.1. Any Member Municipality's authorized flow rights shall be its own individual property. A Member Municipality may sell or assign its unused authorized flow rights, as may be determined by the Authority, in whole or in part to a Member or nonmember Municipality; provided, however, that no such assignment or sale shall be made unless the same flow rights shall first be offered, at the same price, to all other Member Municipalities by or after the offer in writing is sent to the Clerk of each Member Municipality and the offer is transmitted at a meeting of the Authority, and unless, at the expiration of thirty (30) days, such offer shall not have been accepted in writing by another Member Municipality, by mailing such acceptance to the Clerk of the Member Municipality making the offer and to the Executive Director of the Authority. If more than one (1) Member Municipality seeks to purchase all or any portion of the flow rights being offered, they shall be assigned to the Member Municipality(ies) offering to purchase in proportion to its (their) authorized flow rights under this Agreement. Nothing contained herein shall affect any sales of flow rights previously made.

9.2.1. If the Authority determines that any Member Municipality has exceeded its authorized Peak Flow Rights, as described in Section 8.1, for any parts of ten (10) separate days in the preceding measuring year and the Board of Commissioners agrees with that determination, the Authority shall issue a Notice of Exceedance to the Clerk of the Member Municipality, specifying the number of the exceedance(s) and the associated Excess Rental Charge. The Member Municipality shall have forty-five (45) days from the date of the Notice of Exceedance to provide a written Notice of Dispute to the Board of Commissioners stating the intention of the Member Municipality to dispute the Authority's determination. Upon receipt by the Board of Commissioners of the Notice of Dispute, it shall adopt a resolution scheduling a meeting with the Member Municipality. The purpose of the meeting shall be to provide the Member Municipality with the opportunity to present evidence disputing the existence of the claimed exceedance(s) and the amount of the Excess Rental Charge. The Board of Commissioners' Resolution scheduling the meeting shall be sent to the Clerk of the Member Municipality by certified mail at least two (2) weeks prior to the date fixed for such meeting. In lieu of a meeting, each such Member Municipality may submit written documentation establishing the basis for its dispute and the Board of Commissioners shall determine if the Member Municipality has exceeded its Peak Flow Rights taking into consideration said

documentation. If no Notice of Dispute is received by the Board of Commissioners within the time frame stated above, the determination of the Authority shall be considered final and no meeting with the Member Municipality will be held nor will written documentation be considered.

Within sixty (60) days following resolution of any disputed exceedances as allowed for in this Section, said Municipality shall pay, in addition to all other charges for services during the year in which such excess use occurs, an annual Peak Flow Rights rental charge for the preceding measuring year based on the Peak Flow Rights used in excess of said Municipality's Peak Flow Rights ("Excess Rental Charge"). Excess Rental Charges shall be paid to the Treasurer of the Authority in the same manner as provided in Section 11.8 hereafter and shall be credited to the Authority's Capital Replacement Fund.

In lieu of payment of the Excess Rental Charge, a Member Municipality may expend an amount equal to or greater than the Excess Rental Charge to purchase additional Peak Flow Rights in accordance with Section 9.1 and/or represent work to the Member Municipality's sewer system to reduce infiltration and inflow in the measuring year when such excess use occurred and/or in the next measuring year. Documentation of said expenditure shall be provided to the Board of Commissioners within sixty (60) days following resolution of any disputed exceedances as allowed for in this Section. Said Municipality may request an extension of no more than an additional sixty (60) days to provide said documentation.

9.2.2. The annual Excess Rental Charge shall be assessed at the rate of five thousand (\$5,000.00) Dollars per million gallons of flow that exceeds a member Municipality's Peak Flow Rights, based on the number of gallons per day conveyed by the Member Municipality above its Peak Flow Rights as calculated by the Authority. The Excess Rental Charge shall not include charges assessed for the first nine (9) exceedances, chronologically, in any measuring year.

9.2.3. - Omitted

9.3. The rights of the Authority, which may be asserted against a Member Municipality exceeding its authorized flow rights as hereinabove provided, shall not be deemed exclusive. The Authority, or any Member Municipality, shall be entitled to seek injunctive or other equitable relief as may be proper under the circumstances.

10.1. - Omitted

10.2 - Omitted

11. The Member Municipalities are responsible for the annual costs of maintenance, future repairs, rebuilding of any parts of the Sewer, any part of the Treatment Plant, increases in the capacity of the Sewer and/or the Treatment Plant, operation of all units of the sewage collection and the operation of the treatment system, which may be incurred by the Authority, as well as principal, interest and amortization on capital improvements ("Annual Cost").

11.01. The Annual Cost and other debt of the Authority is allocated among the Member Municipalities each year in equal proportion to the fractional share of the contribution of each of the Member Municipalities ("Percent Share") to the (i) total average daily flow ("flow"), (ii) TSS, and (iii) BOD, from all of the Member Municipalities and certain user municipalities ("Users") during the preceding measuring year ("General Formula"), and as fully set forth in Section 11.04.

11.02 – Omitted

11.03 – Omitted

11.04. The potential for fluctuation of the Percent Share for each of the Member Municipalities from one year to the next is due to variations in the three (3) separate components utilized to determine the Percent Share, i.e. flow, TSS, and BOD. The share of the annual budget for each Member Municipality is to be determined using a rolling five (5) year average. This shall apply to Sections 11 and 11.01.

11.1 et al. – Omitted

11.2. The allocation for TSS for each Member Municipality shall be in the same proportion which the suspended solids contributed by such Municipality bears to the sum of the TSS contributed by all of the Member Municipalities as may be determined by the Authority and as measured at the NJDEP recognized location(s) in the Authority's NJPDES Permit.

11.3. The allocation for BOD for each Member Municipality shall be in the same proportion which the BOD contributed by such Municipality bears to the sum of the BOD contributed by all of the Member Municipalities as may be determined by the Authority and as measured at the NJDEP recognized location(s) in the Authority's NJPDES Permit.

11.4. The allocation for flow for each Municipality shall be in the same proportion which its average daily flow bears to the sum of the average daily flows of the Member Municipalities as may be determined by proper measurements to be made by the Authority.

11.5. Woodbridge hereby reconfirms that the Treatment Plant and such disposal works and additions and alterations thereto, as the Authority may consider necessary and proper, may be constructed and maintained within Woodbridge. In consideration of this determination, in determining the allocation for each of the Member Municipalities under this Section 10, there shall first be deducted and not included in the computation the use by Woodbridge to the extent of, but not exceeding, 500,000 gallons per day, average daily flow, and not more than 833 pounds per day of TSS and BOD, for which Woodbridge shall not be obligated to pay.

11.6 – Omitted

11.7 – Omitted

11.8. All charges to the Member Municipalities shall be billed annually and shall be due and payable in two (2) equal installments, April 1st and July 1st, and shall be paid to the Treasurer of the Authority. Payments that are not made by the fifth day of the applicable month shall bear interest at the rate of 6% per year.

12 – Omitted

13.1. The Authority shall not have the power to change the point of connection with the sewer of any Member Municipality except with the consent of such Member Municipality.

13.2. If any change in the location of the sewer is made at the request of any Member Municipality, any additional cost caused thereby shall be paid by said Member Municipality.

13.3 – Omitted

13.4. Trade wastes may be discharged into the Sewer or its connecting laterals only upon prior consent obtained from the Authority in accordance with applicable New Jersey Statutes and the Authority's Rules and Regulations.

13.5. The Authority reserves the right to review and impose limits on the amounts of trade wastes which can be discharged into the Sewer or its connecting laterals based upon the capacities of the various segments of the Sewer.

14. – Omitted

15. If, pursuant to the provisions of Section 9.1 of this Agreement, a Member Municipality shall accept sewage from a nonmember municipality for ultimate transmittal to the Sewer and treatment at the Treatment Plant, the responsibility for

payment of all costs and charges incident to the contribution of said sewage shall be that of the Member Municipality accepting such sewage and the Member Municipality shall be responsible for any violations arising from the handling of such sewage. The Member Municipality may require the non-member to reimburse it for any or all such costs and charges.

16 – Omitted

17.1. In order to amend this Agreement, the Board of Commissioners shall initially introduce the proposed amendment by passage of a Resolution by a majority vote. Approval of the proposed amendment and any revision(s) to the original Resolution shall require passage of a second Resolution at a following meeting by a minimum vote of three-fourth of all of the Commissioners then appointed by their respective Member Municipalities.

17.2. Proposed amendment(s) approved by the Board of Commissioners after two (2) Resolutions as set out in Section 17.1 shall then be submitted to the governing body of each of the eleven (11) Member Municipalities. The proposed amendment(s) shall take effect and be binding on all parties to this Agreement upon three-fourths of all Member Municipalities, i.e. nine (9) Member Municipalities, adopting ordinances approving all or some of the amendment(s).

IN WITNESS WHEREOF, the parties have caused these presents to be executed in counterparts, each of which shall be taken as an original, by the proper officers of the respective municipal corporations and their respective seals affixed and attested, the said executions duly authorized by ordinances of the respective municipal corporations' governing bodies this day of , 2022.

ATTEST:

TOWNSHIP OF CLARK

By: _____

STATE OF NEW JERSEY)
);ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Salvatore Bonaccorso and Edith L. Merkel, who I am satisfied are the Mayor of the Township of Clark and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

TOWNSHIP OF CRANFORD

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Kathleen Miller Prunty and Patricia Donahue, who I am satisfied are the Mayor of the Township of Cranford and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF GARWOOD

By: _____

STATE OF NEW JERSEY)
)ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Sara Todisco and Catherine D. Cameron, who I am satisfied are the Mayor of the Borough of Garwood and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF KENILWORTH

By: _____

STATE OF NEW JERSEY)
);ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Linda Karlovitch and Laura Reinertsen, who I am satisfied are the Mayor of the Borough of Kenilworth and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF MOUNTAINSIDE

_____ By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Paul N. Mirabelli and Martha Lopez, who I am satisfied are the Mayor of the Borough of Mountainside and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

CITY OF RAHWAY

_____ By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Raymond A. Giacobbe, Jr., and Jeffrey Iotz, who I am satisfied are the Mayor of the City of Rahway and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

BOROUGH OF ROSELLE PARK

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Joseph Signorello, III, and Andrew J. Casais, who I am satisfied are the Mayor of the Borough of Roselle Park and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

TOWNSHIP OF SCOTCH PLAINS

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Joshua G. Losardo and Bozena Lacina, who I am satisfied are the Mayor of the Township of Scotch Plains and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

TOWNSHIP OF SPRINGFIELD

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Alex Keiser and Linda Donnelly, who I am satisfied are the Mayor of the Township of Springfield and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

TOWN OF WESTFIELD

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF UNION)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared Michelle Brindle and Tara Rowley, who I am satisfied are the Mayor of the Town of Westfield and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

ATTEST:

TOWNSHIP OF WOODBRIDGE

By: _____

STATE OF NEW JERSEY)
):ss
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on _____, 2022, before me, the subscriber, personally appeared John E. McCormac and John M. Mitch, who I am satisfied are the Mayor of the Township of Woodbridge and the Municipal Clerk of said Municipality, respectively, and that the said persons executed this Agreement on behalf of that Municipality by signing and delivering this Agreement in my presence and acknowledging that he/she signed and delivered this Agreement as the Municipality's act and deed for the uses and purposes therein expressed.

Sworn to and Subscribed before me this
_____ day of _____, 2022

Notary Public of the State of New Jersey

EXHIBIT C

MEMORANDUM EXPLAINING PROPOSED REVISIONS TO 2021 AGREEMENT

DATED: June 16, 2022

RE: Proposed revisions to 2021 RVSA Agreement

The following represents the reasons for the proposed administrative revisions.

- A. Section 2 clarifies that the Authority is governed by the Board of Commissioners.
- B. Section 8.1 revises the title of Table 1 from Peak Authorized Rates of Flow to Peak Authorized Rates of Flow Rights.
- C. Section 8.2 is being revised to reflect that the capacity of the Headworks is 105 M.G.D. and delete the distinction between Section 1 and Section 1A. The Authority has no way to measure the split between the Sections 1 and 1A. In addition, Sections 1 and 1A do not take into account the gravity relief sewer and the upgraded capacity of the plant.
- D. Section 8.5 is being amended because there is only one table and the words "of the Sewer" have been added in the first sentence to clarify the reference to capacity. The remainder of that paragraph is being amended to reflect the single revised table and to clarify when Peak Flow Rights might be increased or decreased.
- E. Section 9.2.1 is being revised to delete the reference to joint trunk section, which is no longer needed to be referenced, to clarify the process by which exceedances are dealt with by the Municipality and by the Board of Commissioners so there is no confusion. The change in the second paragraph of 9.2.1 would clarify that the excess rental charges will be credited to the capital replacement fund, not the general fund, and not to any Municipalities.
- F. Section 9.2.2 is being revised to delete the word "actual" as to the number of gallons per day and to clarify that the calculation of the Peak Flow Rights is as calculated by the Authority, i.e. on 15 minute intervals.
- G. Section 9.2.3 is being deleted since all Municipalities adopted the Ordinance by which the 1994 Settlement Agreement with Clark was terminated.
- H. Section 11.04 is being revised to clarify that this Section applies to both Sections 11 and 11.01.
- I. The "In Witness" paragraph on page 11 is being revised to clarify its language.

EXHIBIT D

OF
ORDINANCE NO. _____

ORDINANCE AMENDING THE 2021 REVISED AGREEMENT
BETWEEN THE MEMBER MUNICIPALITIES OF THE
RAHWAY VALLEY SEWERAGE AUTHORITY

Be it ordained by the _____ of the _____ of _____, County of _____, State of New Jersey ("_____"), as follows:

Section 1.

_____ hereby approves the amendments to the 2021 Agreement with regard to the establishment and operation of the Rahway Valley Sewerage Authority.

Section 2.

The amendments to the 2021 Agreement are set out in red-line and are attached as Appendix A ("Revisions to 2021 Agreement").

Section 3. Severability.

If any section, clause, paragraph, or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, so adjudged, and the remainder of this Ordinance shall be deemed valid and effective.

Section 4. Inconsistency.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduction: July ____, 2022

Public Hearing and Adoption: _____

Attest:

Clerk

Mayor