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# AGREEMENT

between

THE BOROUGHS OF GARWOOD, KENILWORTH  
AND ROSELLE PARK, THE CITY OF RAHWAY,  
THE TOWN OF WESTFIELD, AND THE TOWNSHIPS  
OF CLARK, CRANFORD, SPRINGFIELD AND  
WOODBIDGE, MUNICIPAL CORPORATIONS OF  
THE STATE OF NEW JERSEY.

DATED: AUG 8 1951, 1951

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WHEREAS, the Boroughs of Garwood, Kenilworth, and Roselle Park, the City of Rahway, the Town of Westfield, and the Townships of Clark, Cranford, Springfield and Woodbridge, all municipal corporations of the State of New Jersey, have heretofore entered into a contract dated October 20, 1928, which said contract has been supplemented by further contracts dated March 3, 1932 and August 31, 1936, the purpose of which said contracts was and is jointly to construct, maintain, rebuild, repair and operate a trunk sewer and sewage treatment plant within the Rahway Valley, and which said municipalities (hereinafter in this contract sometimes collectively called "municipalities"), united in a Joint Meeting, pursuant to the statute in such cases made and provided have been known familiarly as Rahway Valley Joint Meeting, now desire to enter into a further contract superseding the contracts hereinbefore mentioned.

Now, THEREFORE, it is mutually agreed as follows:

1. The municipalities above mentioned, subject to the further provisions and conditions of this contract, shall and will, pursuant to Chapter 138 of the Laws of 1946 (N. J. R. S. 40:14A-1, *et seq.*) form a Sewerage Authority and adopt parallel ordinances for the purpose of creating a public body corporate and politic under the terms of said statute, to be known as "The Rahway Valley Sewerage Authority," hereinafter in this contract referred to as "the Sewerage Authority" or "Authority."
2. There shall be nine members of The Rahway Valley Sewerage Authority when formed, one to be appointed by the governing body of each of the nine municipalities parties to this contract, who need not be members of the governing bodies of the respective municipalities. The respective terms of said members shall be as in the statute provided.
3. The Sewerage Authority 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 disposal plant. Schedule A, annexed hereto, shall be the by-laws with which the Authority shall commence operations; and Schedule B, annexed hereto, shall be the rules and regulations with which the Authority shall commence operations. Said by-laws and rules and regulations may be amended by a two-thirds vote of the members of the Authority, but no by-law nor rule or regulation shall be in any way inconsistent with the provisions of this contract.

4. The following limitations shall be placed upon the compensation of members to comply with the requirements of the statute in that respect.

No member shall receive greater compensation than at the rate of \$10.00 per meeting for his attendance at regular or special meetings of the Sewerage Authority or committees thereof, and not more than \$150.00 in any calendar year, except that the Chairman thereof shall receive such compensation as the Sewerage Authority shall fix, not to exceed \$500.00 in any calendar year, and provided, further, that if the Chairman of the Sewerage Authority shall be a licensed professional engineer of five years' standing the Sewerage Authority may, notwithstanding that he shall be a member of the same, pay such reasonable compensation as may be agreed, not to exceed \$500.00 per annum, for any extra and professional duties which may be assigned to the Chairman by the Sewerage Authority.

5. The Sewerage Authority, notwithstanding any other provisions of the statutes in such cases made and provided, or as hereafter supplemented or amended shall not issue any bonds other than bonds of the Authority as provided in Section 12 of the Statute above cited.

6.1. The municipalities, upon the formation of the Sewerage Authority, shall join in a conveyance to said Sewerage Authority of their respective interests in the present sewage treatment plant of The Rahway Valley Joint Meeting and in the present trunk sewer and appurtenances of the said Rahway Valley Joint Meeting, reserving to each municipality its present flow rights in the sewer as set forth in section 8.1 to 8.5 of this contract, subject, however, to the provisions of section 9.1 to 9.3 of this contract, and shall also join in a bill of sale of their respective interests in all personal property of The Rahway Valley Joint Meeting. The said conveyance and bill of sale shall be on the express condition that the Sewerage Authority shall, in consideration of the making of said conveyance and bill of sale assume all obligations and contracts of The Rahway Valley Joint Meeting and will take over, maintain, and operate the properties of The Rahway Valley Joint Meeting, and proceed with such construction or reconstruction as may be required or agreed upon from time to time. A further express condition of said conveyance and bill of sale shall be that no municipality's credit shall be pledged without the consent of said municipality.

6.2. The municipalities shall join in a transfer to the Sewerage Authority of all funds standing on the books of the Joint Meeting on the date of transfer, except that the reserve fund heretofore set up in

the sum of \$24,000.00 less proper charges against said fund, shall be distributed and refunded to the member municipalities in the proportions that said fund was paid in by the respective municipalities.

7. Definitions.

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

7.2. Wherever in this contract the term "average daily flow" is used, it shall mean the average number of gallons per day contributed to the sewer by the member municipalities or a member municipality for the preceding measuring year, such average daily flows to be determined by continuous flow measurements.

7.3. Wherever in this contract reference is made to "average number of pounds per day of suspended solids", said term shall mean the average number of pounds of suspended solids per day contributed to the sewer by the member municipalities or a member municipality for the preceding measuring year.

7.4. Wherever in this contract reference is made to a "measuring year", the said term shall mean a year from November 1st of one calendar year through October 31st of the following calendar year. Reference to the "preceding measuring year" shall mean the most recently completed of such measuring years.

8.1. The municipalities respectively shall have the right to use the trunk sewer system, as shown on Plate A hereto annexed, by contributing sewage to the various parts thereof as follows:

Municipalities	Parts of the Trunk Sewer System	Rates of Flow In Millions of Gallons per day
WESTFIELD	Joint Trunk Section 1	14.92
	" " " 1A	14.92
	" " " 2	14.92
	" " " 3	14.92
	Westfield Spur	11.11
	Cranford Sub Trunk	4.31
	Cranford Spur	4.31
	Garwood Main Spur	4.31
	S. Garwood Spur	1.72
	N. Garwood Spur	2.59

Municipalities	Parts of the Trunk Sewer System	Rates of Flow In Millions of Gallons per day
SPRINGFIELD	Joint Trunk Section 1	3.7
	" " " 1A	3.7
	" " " 2	3.7
	" " " 3	3.7
	Cranford Sub Trunk	3.7
	Cranford Spur	3.7
	Springfield Spur	3.7
KENILWORTH	Joint Trunk Section 1	2.62
	" " " 1A	2.62
	" " " 2	2.62
	" " " 3	2.62
	Cranford Sub Trunk	2.62
	Cranford Spur	2.00
	Roselle Park Spur	0.62
Springfield Spur	2.00	
ROSELLE PARK	Joint Trunk Section 1	1.85
	" " " 1A	1.85
	" " " 2	1.85
	" " " 3	1.85
	Cranford Sub Trunk	1.85
	Roselle Park Spur	1.85
GARWOOD	Joint Trunk Section 1	5.29
	" " " 1A	5.29
	" " " 2	5.29
	" " " 3	5.29
	Cranford Sub Trunk	5.29
	Cranford Spur	5.29
	Garwood Main Spur	5.29
	N. Garwood Spur	3.47
S. Garwood Spur	2.32	

Garwood's contribution to the North Garwood Spur and the South Garwood Spur shall be made at such points as not to exceed the capacities of the spurs when added to Westfield's right of contribution to said spurs.

Municipalities	Parts of the Trunk Sewer System	Rates of Flow In Millions of Gallons per day
CRANFORD	Joint Trunk Section 1	11.75
	" " " 1A	11.75
	" " " 2	11.75
	" " " 3	10.25
	Cranford Sub Trunk	10.25

Also Cranford has the right to contribute to the various spurs and sub-trunks within its limits for a total contribution at a rate not to exceed 10.25 M. G. D. but such contribution shall be made at such points as not to exceed the capacity of the spurs and sub-trunks when added to the rights of contribution to such spurs and sub-trunks of Westfield, Garwood, Kenilworth, Springfield and Roselle Park, provided, however, that Cranford shall have no right to contribute to the Garwood spurs and shall have no right to contribute in excess of 1.5 M. G. D. to the Roselle Park Spur.

Municipalities	Parts of the Trunk Sewer System	Rates of Flow In Millions of Gallons per day
CLARK TOWNSHIP	Joint Trunk Section 1	3.01
	" " " 1A	3.01
	" " " 2	3.01
	" " " 3	3.01

Also Clark Township has the right to contribute to the various spurs and sub-trunks within its limits for a total contribution at a rate not to exceed 3.01 M. G. D. but such contribution shall be made at such points as not to exceed the capacity of the spurs and sub-trunks when added to the rights of contribution to such spurs and sub-trunks of Westfield, Garwood, Kenilworth, Springfield, Roselle Park and Cranford.

Municipalities	Parts of the Trunk Sewer System	Rates of Flow In Millions of Gallons per day
RAHWAY	Joint Trunk Section 1	16.84
	" " " 1A	14.86
	" " " 2	11.86
	Woodbridge Spur	1.98

Also Rahway has the right to contribute to Joint Trunk Section 3 but such contribution shall be limited to an amount which will not exceed the capacity of the said Section 3 when added to the rights of

contribution of Westfield, Garwood, Kenilworth, Springfield, Roselle Park, Cranford and Clark Township.

Municipalities	Parts of the Trunk Sewer System	Rates of Flow In Millions of Gallons per day
WOODBRIDGE	Present Woodbridge Spur	3.32
	Joint Trunk Section 1	3.32

Woodbridge shall have the right to use the present treatment plant to the extent of 700,000 gallons per day; and shall have the right to use the plant when expanded to the extent of 2.25 M. G. D. average daily flow subject to pro-rata payments required under this contract and subject to the following conditions:

When Woodbridge shall exceed its authorized flow rights in the Woodbridge Spur for any parts of 10 separate days in any measuring year, said municipality shall construct within one year at its own cost and expense, a separate spur or spurs from Woodbridge to the treatment plant to convey such excess flow.

8.2. Adequate pumping shall be done by the Authority at the Treatment Plant to maintain a capacity of 63.3 M. G. D. in Section 1, and a capacity of 58 M. G. D. in Section 1A.

8.3. The rates of flow herein stated are the maximum rates of flow permitted, and no municipality shall have the right to exceed its rate in any part of the sewer for any period of time however brief.

8.4. The rate of flow herein stated for any part of the sewer means the total rate of the municipality at such part including not only the contribution made to or at such part but also the contribution made to any upper parts which must pass through such part.

8.5. The allocations set up in the tables in this contract, granting flow rights to the several municipalities, are based upon the calculated capacity of the Trunk Sewer, but should the capacity as actually determined be greater or less than these in the aggregate, the allocations to the municipalities are to be either increased or decreased in the proportion of the rates of flow as allocated herein. Regardless of rights in spurs and sub-trunks the capacity allocation in the main trunks shall not be exceeded by any municipality.

9.1. Any 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 member municipalities in writing at a meeting of the Authority, and unless, at the expiration of 30 days thereafter, such offer shall not have been accepted in writing, mailed to the Clerk of the municipality making the offer. If more than one member municipality desires to share in the purchase of such flow rights, such flow rights shall be assigned to them in proportion to their authorized flow rights under this contract. Nothing contained herein shall affect any sales of flow rights previously made.

9.2. Whenever the Authority shall be advised that any municipality has exceeded or is exceeding its authorized flow rights, the Authority shall adopt a resolution fixing a time and place at which a meeting of the Authority will be held to consider the matter, and a certified copy of said resolution shall be mailed to the Clerk of said municipality at least one week prior to the date fixed for such meeting. At said meeting or any adjournments thereof, said municipality shall be given a hearing, and if the Authority shall find that said municipality has exceeded its authorized flow rights for any parts of ten separate days in the preceding measuring year, said municipality shall pay, in addition to all other charges for services during the year in which such excess use occurs, an annual flow rights rental charge for the full year on the maximum flow used in excess of its authorized flow rights.

The charge shall be at the rate of \$5,000.00 per annum per M. G. D. and shall be paid as provided in Section 11.10 hereof. Monies paid to the Authority on account of such excess use in the trunk sewer, excepting that of the Woodbridge Spur, shall be credited to the account of all municipalities in the proportion that the then unused authorized flow rights of each municipality in Section 1-A bear to the total unused authorized flow rights of such other municipalities in such Section 1-A. Monies paid to the Authority on account of such excess use of the Woodbridge Spur shall be credited to the account of the municipality then having unused authorized flow rights in the Woodbridge Spur. The provisions of this Section shall not become operative until the measuring year beginning November 1, 1951.

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

10.1. The cost of future extraordinary repairs and rebuilding of any parts of the existing trunk sewer, with the exception of the Woodbridge Spur, shall be paid by each municipality in accordance with the percentages in Table I. The cost of future extraordinary repairs and rebuilding of any part of the Woodbridge Spur shall be paid by the municipalities as follows:

Woodbridge—62.5% of the total cost and the remaining 37.5% to be apportioned among the municipalities in accordance with the percentages in Table I.

TABLE I.

Name of Municipalities	Percentage of Cost to be Paid by each Municipality
City of Rahway	19.860844%
Borough of Garwood	9.795392
Borough of Roselle Park	3.909860
Borough of Kenilworth	6.578743
Township of Cranford	20.063347
Town of Westfield	24.831080
Township of Springfield	9.065892
Township of Clark	5.894842
<b>Total</b>	<b>100.000000%</b>

The percentages set forth above in Table I shall be revised to reflect any transfers of flow rights from time to time between municipalities.

10.2. If and when increase of the capacity of the trunk sewer system shall be necessary, additional facilities shall be constructed by the Authority, and the cost of construction and maintenance thereof shall be apportioned among and paid by those municipalities making use of the increased or enlarged facility in proportion to their use of said increased or enlarged facility. The apportionment of the cost of increased or enlarged facilities hereinabove referred to shall be determined by measurements, and adjusted each year and paid over a period of 20 years, beginning one year after the completion of the construction of the increased or enlarged facility. After said 20 year period, any increased flow rights shall be allocated to the member municipalities in the proportion that such municipality has paid for said facility over the said 20 year period. No municipality, in the absence of consent by it, shall be deemed to be using an additional, increased or enlarged facility until its authorized use of the existing facility shall have been exceeded.

11. The cost of maintenance, ordinary repairs and operation and of interest and amortization on capital improvements shall be paid as follows:

11.1. The cost of maintenance, ordinary repairs and operation of the sludge units of the plant, including those heretofore constructed and those to be hereafter constructed, shall be paid by each municipality in the same proportion which the average number of pounds per day of suspended solids contributed by such municipality bears to the sum of the average number of pounds per day of suspended solids contributed by the nine municipalities as may be determined by proper tests to be made by the Sewerage Authority.

11.2. The cost of maintenance, ordinary repairs and operation of the present trunk sewer, settling tanks and all other units of the plant, including those heretofore constructed and those hereafter constructed, except those provided for in Section 11.1, shall be paid by each municipality in the same proportion which its average daily flow bears to the sum of the average daily flows of the nine municipalities.

11.3. In determining the proportionate use of the improvement by the municipalities under Sections 11.1 and 11.2 hereof, there shall first be deducted and not included in the computation the use of the said improvement by Woodbridge to the extent of but not exceeding 500,000 gallons per day, average daily flow, including not more than 833 lbs. per day of suspended solids for which Woodbridge shall not be obligated to pay.

11.4. The cost of interest and amortization on the sludge units of the plant which are to be constructed or reconstructed after the date of this contract shall be paid by each municipality in the same proportion which the average number of pounds per day of suspended solids contributed by such municipality bears to the sum of the average number of pounds per day of suspended solids contributed by the nine municipalities as may be determined by proper tests to be made by the Sewerage Authority.

11.5. The cost of interest and amortization on settling tanks and all other units of the plant which are constructed or reconstructed after date of this contract (except those units provided for in Section 11.4) shall be paid by each municipality in the same proportion which the average number of gallons per day discharged into the trunk sewer system by such municipality bears to the sum of the average number of gallons per day discharged into the trunk sewer system by the nine municipalities.

11.6. The cost of interest and amortization on the construction or reconstruction of the proposed outfall sewer and of maintenance repair and operation of said outfall sewer shall be paid by each municipality in the proportion which such municipality's average daily flow bears to the sum of the average daily flows of all nine municipalities.

11.7. The cost of the salaries of the nine members shall be charged to the nine member municipalities in equal shares.

11.8. The cost of general overhead and salaries except as above provided shall be paid in the proportion which each municipality's average daily flow bears to the sum of the average daily flows of all nine municipalities.

11.9. If it is found that the character of any trade wastes is such as to cause an abnormal increase in the cost of operation, then by two-thirds vote of the entire membership of the Sewerage Authority the payment plan in Sections 11.1 and 11.2 shall be adjusted to provide for such abnormal increase in the cost of operation to the end that the charges shall be just and equitable for all member municipalities.

11.10. All charges to municipalities shall be billed annually and shall be due and payable in two equal installments, April 1st and July 1st, and shall be paid to the Treasurer of the Authority. Delinquent payments shall bear interest at the rate of 6% per annum. All charges to the municipalities shall be apportioned on the basis of the last completed measuring year.

12. The Sewerage Authority shall not have the right to levy assessments for benefits on the properties benefited by the trunk sewer system, but this provision shall not restrict any member municipality from its right to assess such property, situated within its boundaries.

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

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

13.3. Gasoline, naphtha, or other explosive or inflammable matter, acids or any other substances which the Sewerage Authority shall determine to be injurious to the sewer or treatment plant or detrimental to their operation or otherwise dangerous to health or the public interest, shall not be discharged into the sewer or into any laterals connecting with the sewer, and the municipalities will prohibit and prevent such discharge. The Sewerage Authority shall have the power to en-

force compliance with this subdivision and to recover damages for violations hereof by any lawful means.

13.4. Trade wastes other than those prohibited in section 13.3 above may be discharged in to the sewer or its connection laterals only upon consent first obtained from the Sewerage Authority upon application of the municipality in which is located the establishment desiring such facility and subject to such restrictive regulations as said Sewerage Authority may see fit to impose, provided, however, that such consent shall not be unreasonably withheld and need not be obtained for establishments permitted to discharge trade wastes into the sewer or its connecting laterals as of the date of this contract, further provided that the character of trade wastes is thereafter unchanged from that upon which consent was granted and continues to be unobjectionable under section 13.3 hereof.

13.5. The rate of discharge of trade wastes of any kind into the said sewer or its connecting laterals by the factories, or establishments, in any municipality, as well as the maximum quantity of such trade wastes to be discharged in any 24-hour period shall in no case be permitted by the Sewerage Authority to exceed the maximum rates and quantities set forth opposite the names of the respective municipalities in the following table.

Municipality	Maximum number of gallons of trade wastes in any 24-hour period (million gallons)	Maximum rate of discharge of trade wastes at any time in millions of gallons daily
Rahway	0.801	1.603
Westfield	0.895	1.790
Cranford	0.615	1.230
Springfield	0.222	0.444
Kenilworth	0.157	0.314
Garwood	0.317	0.635
Roselle Park	0.111	0.222
Clark Township	0.181	0.361
Woodbridge	0.199	0.398

Provided, however, that nothing contained in this subdivision shall authorize any municipality to exceed its rights to use the trunk sewer as set forth in sections 8.1 to 8.5 of this contract.

13.6. The provisions of section 13.5 shall be waived when the proposed new sludge treatment works are completed.

14. The Township of Woodbridge in consideration of the special rights accorded to it under this contract hereby confirms the consent heretofore given by it that such disposal works and additions and alter-

ations thereto as the Sewerage Authority may consider necessary and proper, may be constructed and maintained within the Township of Woodbridge.

15. If, pursuant to the provisions of Section 9.1 of this contract, a member municipality shall accept sewage from a nonmember municipality for ultimate transmittal to the trunk sewer and disposal at the works of the Sewerage Authority, 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 such handling of sewage.

16. One of the major purposes for the formation of the Sewerage Authority is to provide means whereby the municipalities now forming the Rahway Valley Joint Meeting shall presently reduce and ultimately abate pollution of the Rahway River by presently proceeding with the necessary plant expansion work so as to accommodate all sewage permitted under this contract and by constructing an outfall sewer to the Arthur Kill or by an equally effective means of abating the pollution caused by the effluent, all to be started promptly and prosecuted diligently to completion of the said plant expansion within two years, and the construction of the Arthur Kill outfall or its substitute within ten years of the date of this contract, unless prevented by circumstances beyond the control of the Sewerage Authority.

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 this \_\_\_\_\_ day of \_\_\_\_\_, 1951.

Attest: \_\_\_\_\_ CITY OF RAHWAY  
..... by .....  
City Clerk Mayor

Attest: \_\_\_\_\_ BOROUGH OF GARWOOD  
..... by .....  
Borough Clerk Mayor

Attest: BOROUGH OF ROSELLE PARK  
..... by .....  
Borough Clerk Mayor

Attest: BOROUGH OF KENILWORTH  
..... by .....  
Borough Clerk Mayor

Attest: TOWNSHIP OF CRANFORD  
..... by .....  
Township Clerk Chairman of Township  
Committee

Attest: TOWN OF WESTFIELD  
..... by .....  
Town Clerk Mayor

Attest: TOWNSHIP OF SPRINGFIELD  
..... by .....  
Township Clerk Chairman of Township  
Committee

Attest: TOWNSHIP OF CLARK  
..... by .....  
Township Clerk Mayor

Attest: TOWNSHIP OF WOODBRIDGE  
..... by .....  
Township Clerk Chairman of Township  
Committee

**SCHEDULE A.****RAHWAY VALLEY SEWERAGE AUTHORITY.****BY-LAWS.**

1. The officers of the Sewerage Authority shall be a Chairman and a Vice Chairman, who shall be elected from among the members on or after the first day of February in each year to hold office until the first day of February next ensuing, and until their respective successors have been appointed and have qualified, and a Secretary and Treasurer, (both of which offices may be held by the same person) who shall be elected by the Authority at the same time and for the same term as the Chairman and Vice Chairman.

2. The regular meetings of the members shall be held on the third Thursday of each month at 8:00 P. M. at the Administration Building at the Sewerage Authority's Treatment Plant in Woodbridge, New Jersey, unless the Chairman shall designate one of the municipal buildings of one of the member municipalities as the place of such meeting. Special meetings shall be held on the call of the Chairman at such times as he may deem necessary, at the same hour and places permitted for regular meetings, and shall be called by the Chairman on the request, in writing, of three members. Special meetings shall be called on two days' notice of the time, place and purpose of such meeting, unless all members waive such notice.

3. The order of business at all meetings, unless suspended by two-thirds vote of the members present, shall be:

- (1) Roll Call
- (2) Approval of Minutes
- (3) Communications
- (4) Reports of Officers
- (5) Reports of Committee
- (6) Unfinished Business
- (7) New Business
- (8) Bills and Claims
- (9) Adjournment

4. The Treasurer of the Sewerage Authority shall be bonded in an amount not less than \$10,000.00, and the Chairman, in an amount not less than \$5,000.00.



5. All bills and claims shall be approved before payment by a majority of the Finance Committee. All voucher checks shall bear the signatures of the Chairman or Vice Chairman, Treasurer, and a member of the Finance Committee. The Treasurer shall have authority to draw upon an established special account to cover payrolls when submitted to him, approved by the Chief Operator, Chairman, or Chairman of the Finance Committee. In the event of the illness, incapacity or absence of any of the aforementioned, any member of the Authority may be appointed by the Authority to act, pro tem, in his stead.

6. Standing Committees: The Chairman shall, as soon as conveniently may be after his election, appoint Standing Committees of at least three members each, which shall include a Finance Committee, a Disposal Plant Committee, and a Trunk Line Committee, as well as such other committees as the members shall authorize and designate. The Chairman shall also appoint, from the engineers of the member municipalities, an Engineering Committee.

7. Group Insurance: All employees under 50 years of age, after six months' employment, shall be eligible to participate in a group insurance plan established by the Sewerage Authority in the amount of \$1,000.00 each.

8. Employees' Retirement: All employees shall enroll in the New Jersey Employees' Retirement Fund, within 4 months from date of employment.

**SCHEDULE B.****RAHWAY VALLEY SEWERAGE AUTHORITY.****RULES AND REGULATIONS.****I. Lateral Line Connections :**

1. When a member municipality desires to make a connection between any of its lateral lines and the Sewerage Authority's trunk sewer, it shall make application therefor in writing, setting forth the size of the pipe to be used and the detailed specifications to be followed in the making of said connection. Said application shall be accompanied by a print or diagram showing the location and the manner in which said connection is proposed to be made, together with a certified copy of the resolution adopted by the municipality requesting said connection.
2. Said application shall be presented at the next ensuing meeting of the Authority by the Secretary. After the receipt of the same, the Authority shall pass upon the said application, and no such connection shall be made without the approval of the Authority. After approval is obtained, the municipality shall notify the Authority when the connection is to be made, and it shall be made in the presence of and under the supervision of a representative of the Authority.
3. The officers, with the assistance of the Engineering Committee, shall have the power to approve on behalf of the Authority any application for lateral connections, between meetings, which in their judgment requires action sooner than the next meeting. They shall report all applications so approved at the next ensuing meeting of the Authority.
4. All member municipalities shall, in constructing or permitting the construction of lateral sewers which are intended ultimately to be connected to the trunk line of the Authority, provide for inspection by a competent inspector employed by the municipality on the construction of lateral lines and the making of house connections to said lines, to the end that such connecting lines shall be so constructed that ground water or foreign matter shall not infiltrate and be discharged into the trunk sewer.

## II. House Connections:

1. A permit for the proposed connection must first be obtained from the municipality in which it is to be located. This permit must be presented to the Authority for inspection.
2. Connection must be made to "Y" or "T" if same is available.
3. If connection is cut-in, the following regulations shall apply:
  - a. Pipe cutting shall be done by a licensed plumber or an experienced city employee with the approval of the Authority.
  - b. Hole in sewer pipe shall be cut neatly and accurately to admit cast iron fitting of approved type.
  - c. Fitting shall not extend into pipe and shall have flange to hold fitting in position, and bell to receive house connection.
  - d. Fitting shall be caulked in with jute.
  - e. All pipe cutting shall be done only under the direct supervision of the Authority's Inspector and in accordance with his instructions.
  - f. All reinforcing rods or wires in R. C. pipe shall be cut off flush and the ends well covered with an asphalt paint or rust preventive composition before finishing off with cement.
  - g. The entire fitting shall be encased in at least 6" of concrete which must extend around the main pipe as directed by the Authority's Inspector.
  - h. All concrete shall consist of one part High Early Strength Cement, two parts concrete sand, four parts clean  $\frac{3}{4}$ " crushed stone or gravel and such quantity of water as the Authority's Inspector may direct. The trench shall be kept dry until concrete has taken its initial set and no back-filling will be allowed over said concrete for at least 12 hours.
4. Connection must be inspected by a representative of the municipality and the Authority.

Charge: The charge for an Authority Permit is \$10.00, to cover cost of inspection, and is returnable if application is not approved.

All applications for house connections shall be made on forms to be furnished by the Secretary of the Authority.

Inspection: The inspection by the Authority of any connection made pursuant to any application submitted shall be made within 48 hours from the time the Authority is notified by the applicant that said connection is ready for inspection, Sundays and Holidays excepted.

