

CHAPTER I

INTRODUCTION

The East Windsor Municipal Utilities Authority ("EWMUA") was created by the Township of East Windsor to provide water and sewer service to the residents of the municipality. It was organized on September 4, 1963 under the Municipal Utilities Authority Law (N.J.S.A. 40: 14B-1 et seq.). While the EWMUA has broad statutory powers to provide these essential utility services, it has certain obligations as well. Its responsibilities include compliance with the adopted bond resolutions, the adopted service contract with the Township of East Windsor, Federal and State laws governing water pollution control, potable water quality guidelines, solid waste disposal, public purchasing guidelines and other applicable State and municipal laws and ordinances.

All correspondence and administrative business as well as scheduled Board meetings of the Authority are carried out at the official office of the EWMUA, which is as follows:

EWMUA
7 Wiltshire Drive
East Windsor, New Jersey, 08520-1297

Business hours are: Monday through Friday
8:30 a.m. to 4:30 p.m.

The EWMUA annually sets forth the meeting schedule, which is available at the EWMUA offices during regular business hours, and when scheduled by the Chairman, special meetings are held in accordance with the provisions of the Open Public Meetings Act (N.J.S.A. 10: 4-6 et seq.).

The following rules and procedures sets forth the rates (ie., water and sewer service fees), procedural guidelines, standard terms and conditions of service and other regulations under which water and sanitary sewer service will be supplied by the EWMUA to its customers.

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**MAP OF EWMUA
WATER AND SEWER SERVICE AREA**

DEFINITION OF TERMS

1. **Authority** means East Windsor Municipal Utilities Authority and sometimes referred to as EWMUA.
2. **Applicant** shall mean the property owner or property owners; or, if owned by a corporation, a corporate officer duly authorized to act on behalf of the corporation; or, if owned by a partnership, the partner(s) authorized to bind the partnership; or an authorized agent of the owner, certified to the Authority as such; making application for permission following review and approval of plans and specifications to connect to the EWMUA water and/or sanitary sewer system.
3. **Board** shall mean the appointed officials serving as the governing body of the EWMUA.
4. **Curbstop** shall mean the valve or shut-off device on a service line, under the jurisdiction of the EWMUA, which can be used to discontinue the flow of water to the property.
5. **Customer** shall mean any person or party, who or which is the recipient of services from the EWMUA.
6. **Domestic Sewage** shall mean the normal waterborne fluid wastes from residential dwellings, commercial establishments, institutions and industries, including the wastes from kitchens, bathrooms, water closets, lavatories and laundries or other facilities normally associated with personal uses of residential dwellings.
7. **Dwelling Unit** shall mean:
 - a) Each single family dwelling including duplexes on zero lot lines;
 - b) Each single unit in a multi-family structure including apartments, condominiums and townhouses;
 - c) Each mobile home;
 - d) For the purpose of these regulations, the sanitary wastewater generated shall be based upon 300 gallons per day (gpd) for each dwelling unit.
8. **Dwelling Unit Equivalent (DUE)** shall mean a building or structure or any portion of a building or structure not being used as a dwelling unit, but having a demand on the water and/or sanitary sewer system equal to that of a single family dwelling unit as determined in schedule IV.
 - a) Each commercial, industrial, professional or public user whose metered or estimated water consumption does not exceed 300 gpd;
 - b) Where a commercial, industrial, professional institutional or public user exceeds 300 gpd of water consumption, then each 300 gallons or portion thereof shall be considered one (1) dwelling unit equivalent (DUE);
 - c) The EWMUA reserves the right to impose special conditions on all users or applicants whose actual or anticipated water consumption exceeds 300 gpd.

9. **Easement** shall mean a right, as a right of way, afforded the EWMUA to make limited use of a customer's or owner's real property for the installation, repair and/or replacement of water and/or sanitary sewer facilities.
10. **Engineer** shall mean the consulting professional engineer appointed by the Board.
11. **Executive Director** shall mean the representative designated to implement policy guidelines of the Board and to perform all administrative and operational tasks as required.
12. **Industrial Waste** shall mean the wastewater from industrial processes or other commercial and industrial operations which is distinct from or incompatible with domestic sewage.
13. **Homeowners Association** shall mean any entity which owns and/or maintains the common areas of property of a multi-family development, or a business/industrial multi-unit complex.
14. **Infiltration** shall mean the water entering the sanitary sewer system from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections or manhole walls.
15. **Inflow** shall mean the water discharged into the sanitary sewer system from such sources as, but not limited to, roof leaders, cellars, yard and area drains, foundation drains, cooling water discharges, surface drains, manhole covers, storm sewers or catch basins.
16. **Lateral** shall mean the sewer pipe servicing a property of an individual owner connected to an EWMUA sewer main.
17. **Owner** shall mean the person, corporation, partnership or entity which is the owner of record of the subject property needing water and/or sanitary sewer service.
18. **pH** shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution, and indicates the degree of acidity or alkalinity of a substance.
19. **Private Sewage Disposal System(s)**, as herein referred to, shall mean any on-site septic tank, cesspool, sewage disposal device or subsurface drainage system.
20. **Sanitary Sewer** shall mean the EWMUA owned and operated sewer pipe or conduit which carries "sewage" and in which storm, surface and ground waters are not permitted, and which shall be located in public rights-of-way or easements acquired by the EWMUA.
21. **Service Area** shall mean the area within the boundaries of the Township of East Windsor.
22. **Service Line** shall mean a water pipe servicing a property for an individual owner, connected to an EWMUA water main.
23. **Sewer System** shall mean all facilities, sewer mains and appurtenances used in the collection, treatment and disposal of sewage.

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24. **Water Main** shall mean the EWMUA owned and operated water pipe and conduit which carries "water," and which shall be located in public rights-of-way or easements acquired by the EWMUA.
25. **Water System** shall mean all facilities, watermains and appurtenances used in the treatment and distribution of potable water.

CHAPTER III

STANDARD TERMS AND CONDITIONS FOR SERVICE

3-1.0000 General Requirements

The EWMUA, upon receipt of an application for water and/or sanitary sewer service, will identify for the applicant, on a case by case basis, terms and conditions of utility service delivery to the applicant's project(s) and/or property(s). For those existing and new customers whose service requirements necessitate capital improvements to the EWMUA's sewer and water systems, a capacity allocation and developer's on-tract and off-tract agreement will typically be necessary. Other applicants will be provided service in accordance with the requirements of this chapter.

3-2.0000 Obtaining New or Modifying Existing Water and/or Sanitary Sewer Service

It is the policy and intent of the EWMUA to provide potable water and sanitary sewer service to applicants, owning or occupying properties located within the sewer and water service areas of the EWMUA, and who have received approvals from the relevant East Windsor Township municipal land use agencies, consistent with applicable laws, the most recently adopted EWMUA Utilities Master Plan, as may be amended from time to time, and sound utility management practices. In the event that an extension or improvement of the EWMUA's water mains, sewer mains or facilities is necessary to provide service to an applicant, it shall be the applicant's obligation to pay for such extension(s) or improvements (See Schedule X). From time to time, the capacities of the EWMUA water and/or sanitary sewer systems may be limited due to physical limitations that prohibit additional connections until an increase in capacity has been approved and/or constructed, or due to regulatory requirements, promulgated by federal and/or State agencies. At such times, applications for service may be submitted to the EWMUA, however, approvals of such applications will be postponed until the limitations or restraints have been removed.

Determination of available capacity and the processing and approval of applications for connections shall be within the sole discretion of the Board. (See also Chapter V of these Rules and Regulations)

3-3.0000 Applications For Approval

3-3.0100 **Applications For Service:** Applicants for potable water and/or sanitary sewer service are encouraged to submit as early in the land use approval process as possible an application for service to the EWMUA describing their projected needs for a project or development, subject to review by the East Windsor Township Planning Board or Zoning Board of Adjustment.

3-3.0101 The application shall be made on Form WSA, available from the EWMUA, and accompanied by the appropriate fees as outlined on Schedule V, Permit Fees, Inspection Fees and Performance Guarantees.

3-3.0102 The purpose of this application procedure is to provide guidance through an informal review, to applicants concerning:

- a) the current status of water and/or sanitary sewer mains at or near the proposed project or development;
- b) the status of any future plans to extend utility services to the particular area, where applicable;
- c) the general construction requirements for extension(s) to the system(s);
- d) an indication of whether water and/or sanitary sewer mains serving the area are sufficient to accommodate the proposed project or development;
- e) whether a 208 amendment is necessary; and
- f) how the EWMUA Utilities Master Plan correlates with the application.

Because of a number of factors, including the amount of time between the preliminary approval and the proposed connection(s) to the system(s), the EWMUA will not be bound concerning the availability of potable water or sewage treatment capacity at this phase in the process.

3-3.0200 **Application Fees:** The appropriate fee(s) for an application as outlined in Schedule V, Permit Fees, Inspection Fees and Performance Guarantees, shall accompany each such application. This fee shall cover all costs of processing such application including, but not limited to administration, advertising, transcription, etc., and is not reimbursable.

3-3.0300 **Applications For Final Approval:**

3-3.0301 **Application Content: Checklist**

An application for final approval of the designs and specifications for water or sewer improvements shall consist of the following documents, which shall constitute the application checklist.

- a) A completed Application Form, as set forth on Form WSA, annexed to these regulations.
 - b) Four (4) copies of plans and specifications for sanitary sewer and/or water utilities, signed and sealed by a licensed professional engineer. Field verification of exact locations of EWMUA facilities including elevations are the responsibility of the applicant with the cooperation of the EWMUA.
 - c) A completed application for a NJDEPE CP-1 construction permit, together with all necessary accompanying documents and endorsements as required;
 - d) A copy of the resolution of the Planning Board or Zoning Board of Adjustment applicable to the development.
 - e) Materials submitted with the initial application shall further indicate any changes made subsequent to the application for service, including any changes in supply of water and/or discharges to the sewer system. Further, it shall specify an estimated time schedule for completion of the development project.
 - f) Copies of approvals from NJDEPE, Division of Water Resources, the Fresh Water Wetlands Regulation Element; NJDOT; Mercer County Engineering Department; and East Windsor Township.
 - g) CP-1 for sewer extension.
 - h) CP-1 for water main extension (exceeding \$150,000 in project cost).
 - i) Engineer's report for sewer using NJDEPE form.

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- j) Engineer's report for water using NJDEPE form.
- k) Engineer's cost estimate breakdown for sewer.
- l) Engineer's cost estimate breakdown for water.

3-3.0302 Application Fee: Escrow Deposit

The application shall be accompanied by an escrow deposit for professional review fees and other applicable fees, as set forth in Schedule V, Permit Fees, Inspection Fees and Performance Guarantees. All professional review fees, including any and all interest, shall be paid as a condition of final approval. Any unexpended balances on escrow deposits, if any, shall be returned to the applicant. Professional review fees in excess of the escrow deposit shall be paid by the applicant as a condition of final approval.

3-3.0303 Completeness of Application

An application for service shall be certified as complete for the purpose of commencing the time for review set forth in N.J.S.A. 40: 14B-61 once the Authority determines all the checklist requirements have been met.

3-3.0304 Time for Review

The Authority shall approve or disapprove the application within ninety (90) days of the date of certification of submission of a complete application, which may be extended by resolution for an additional period of time not to exceed thirty (30) days. The applicant may further agree, in writing, to an additional period of time in an amount agreed upon by the respective parties to complete the review.

3-3.0305 Professional and Staff Review

Prior to rendering a determination with respect to final approval, there shall be a professional and staff review of each application which shall consist of (1) a technical review by the Authority Engineer; (2) a legal review by the Authority Solicitor; and (3) a review by such other experts or consultants as may be necessitated by the particular project.

a) As part of the technical review, the following determinations will be made by the Authority:

- 1) The applicability of the Authority's Sewer Allocation Policy to the specific application;
- 2) Review of the plans and designs of on-tract improvements as to technical sufficiency; acceptability of the plans and designs of common use facilities to be conveyed to the EWMUA as to technical sufficiency; and
- 3) Review for necessity of off-tract improvements and requirements, if any, for the applicant with regard to construction and/or contribution of funds towards the construction of off-tract improvements, as set forth in the Authority's rules and regulations.

b) The legal review shall include the preparation of a developer's agreement setting forth all the terms, duties and obligations of the developer and the Authority, respectively. Said agreement shall include provisions setting forth without limitation:

- 1) An allocation agreement with respect to the gallonage obtained;
- 2) The requirements for on-tract improvements; and

3) The requirements for off-tract improvements including terms of payment of impact fees and/or contribution of in-kind construction, if any.

3-3.0306 Approval of Application

Upon completion of the review of the application, the Authority may approve the application pursuant to resolution. In its resolution of approval, the EWMUA, without limitation, shall:

- a) Grant design approval for the applicable improvements whether on or off-tract;
- b) Authorize the execution of a developer's agreement, setting forth the terms and conditions of approval;
- c) Authorize the execution of other applicable agreements, including agreements for the installation and cost of on-tract and off-tract improvements (if separate from the developer's agreement); and
- d) Authorize the endorsement and submittal of the NJDEPE CP-1 applications and all other applicable or necessary permits.

3-3.0307 Performance Guarantee

As a condition for final approval, the applicant shall agree to post a performance guarantee with the Authority with respect to the installation of on-tract and/or off-tract water and sanitary sewer improvements, as set forth in Schedule V, Permit Fees, Inspection Fees and Performance Guarantees.

3-3.0308 Preconstruction Meeting

Applicants will be required to schedule and conduct a reconstruction meeting to outline and submit the following items:

- a) Provide notice to affected parties, including governmental entities and other utilities;
- b) Provide notice to affected property owners of commencement of construction activities;
- c) Present performance guarantees for permitted improvements;
- d) Provide evidence of insurance coverage, including naming the EWMUA, EWMUA consulting engineer, EWMUA Solicitor and East Windsor Township as additional named insureds;
- e) Provide copies of related permits;
- f) Provide proposed construction schedule;
- g) Provide emergency contacts and phone numbers;
- h) Provide traffic management plan approved by appropriate State, County, and Township agencies.
- i) Payment of any outstanding fees due and owing;
- j) Provide shop drawings of all utility improvement materials and equipment for review and approval by EWMUA;
- k) Identification of all prime contractors and subcontractors.

3-3.0309 Utilize Improvements

An applicant shall apply in writing to the EWMUA for the final inspection, and acceptance of permitted improvements, and release of any performance guarantees posted in conjunction with the construction of those improvements. Upon a determination by the EWMUA that the improvements constructed are satisfactory, as evidenced by the presentation of an engineer's certification for the project, and that there has been full compliance by the developer with the Rules and Regulations of the Authority and terms and conditions of the developer's

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and other applicable agreements, the EWMUA will grant approval to connect to the water and/or sanitary sewer systems, as applicable.

Approvals to connect to the system shall expire in twelve (12) months from the date of issuance, and shall be subject to compliance with federal and State statutes and regulations governing such approvals. The EWMUA may specify a period shorter than twelve (12) months upon terms and conditions as it deems appropriate or desirable and in accordance with sound utility management practices. The connection approvals shall not be binding on the EWMUA in the event that a responsible regulatory agency should impose restrictions upon capacity.

3-3.0310 Maintenance Guarantees

The applicant shall be required to post maintenance guarantees with the EWMUA in accordance with these Rules and Regulations (See Schedule V).

3-3.0311 Payment of Outstanding Charges, Fees and/or Arrears

Certification for water and/or sanitary sewer service shall not be authorized by the EWMUA, nor shall the EWMUA forward any permit applications to the NJDEPE until all charges, fees, escrow deposits, liens or other arrears, due in connection with the project or development have been paid, and any maintenance guarantees have been paid or posted by the applicant, as set forth in Schedule V, Permit Fees, Inspection Fees and Performance Guarantees

3-3.0312 Connection Permit

The following conditions must be met prior to obtaining a connection permit to the EWMUA water and/or sanitary sewer system(s):

a) The appropriate connection fee(s) must be submitted to the EWMUA together with the cost of the watermeter and related equipment if supplied and/or installed by the EWMUA, as outlined in Schedules III, IV and VI. Connection fees shall be due and payable to the EWMUA upon issuance of a Building Permit by the East Windsor Township Construction Code Official. Applicants for service shall pay the connection fee in effect at the time the building permit is issued. In the case of existing residences, applicants shall pay the connection fee in effect at the time of the issuance of the Plumbing Permit by the East Windsor Township Plumbing Sub-Code Official.

b) The issued connection permit shall constitute a contract between the EWMUA and the owner, obliging the owner to pay to the EWMUA from the date of issue of the certificate of occupancy for the structure, the quarterly rates for water and/or sanitary sewer service as established in Schedules I and II. The EWMUA reserves its legal and statutory rights to assert all remedies against the owner of the property, as well as the customer, in cases where the customer is a party other than the owner, to receive payment for services rendered.

c) Permits shall be valid for one year from date of issuance by EWMUA. Connection permits for sewer and water services may be renewed without limitation. Upon renewal of permits, applicants shall pay any difference between the connection fee paid at the time of issuance or last renewal and the connection fee in effect at the time a renewal of the permit is sought.

d) The Authority shall have the right to enter into an *Installment Payment Agreement* for water and/or sanitary sewer connection fees with owners of individual properties, upon a showing of good cause in the nature of financial hardship absent deferral of payment of the applicable fees. Where approved by the Authority, said connection fee(s) shall be payable in quarterly installments over not more than five (5) years at an annual rate of interest which shall be the Prime Rate utilized by Citibank on the date of the execution of said agreement plus an additional four percent (4%) per annum, and furthermore shall be assessed an additional charge in the amount of one and one-half percent (1 1/2%) per month on each delinquent installment. The debt for unpaid connection fees and the interest thereon shall be secured by a recordable combination promissory note and mortgage, in addition to the available statutory remedies in the nature of municipal property tax liens, upon default of the obligations of the owner under said agreement. This option is not available to residential and/or commercial developers of approved sub-divisions.

3-3.0313 ***Initiation of Service***

The following steps must be completed before service will be initiated:

a) The connection(s) to the water and/or sanitary sewer system(s) of the EWMUA must be made in a manner acceptable to the EWMUA and be inspected by the authorized representative of the EWMUA and East Windsor Township.

b) Installations of service lines and laterals must conform to State and local municipal laws, codes and/or ordinances and must be inspected and certified by the East Windsor Township Plumbing Inspector.

c) For water service, the location of the meter and related meter equipment on the premises must meet the specified requirements herein set forth and must be approved by the EWMUA's Inspector or authorized representative.

d) In cases where main extensions are to be connected to the water and/or sanitary sewer system(s) of the EWMUA, the engineer and/or the authorized representative of the EWMUA will determine the extent of testing required to assure the safe, clean and sound construction and condition of the main extension(s) before acceptance by the EWMUA and before service will be initiated. Such testing may include, but is not limited to, pressure, and infiltration tests, CCTV inspection, bacteriological testing, etc. Where necessary, certification by the East Windsor Township Health Department's Inspector will be required.

e) Upon supplying service to a property, either new or reinstatement of prior service, it will be presumed that the piping and fixtures on the owner's premises are in good condition, and the EWMUA shall not be responsible or liable, in any event, for any accident, breaks or leakage arising in any way from the connection to and initiating the supply of water from the EWMUA system to the owner's premises, nor for any damages or loss, directly or indirectly, resulting therefrom.

f) Requests for inspections and/or initiation of service must be made during the regular business hours and at the office of the EWMUA a minimum of forty-eight (48) hours in advance of the desired service.

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g) Payment of applicable connection fees and all application and review fees set forth in Schedules III, IV, and V.

h) Submissions and EWMUA approval of as-built drawings and such other information required by the EWMUA.

3-3.0400 *Special Provisions For Obtaining Water Service*

3-3.0401 ***Construction Specifications:*** Service lines must be constructed according to the specifications set forth in Section IV, Construction Specifications. Special attention is directed to the fact that all permits, easements and notifications of the planned construction of the service line to the water system of the EWMUA, must be carried out at the owner's own time and expense. This includes the securing of a road opening permit from local, State or County agencies, where applicable, and any work, excavation, traffic controls and restoration shall conform to any ordinances, laws, rules and regulations which may be imposed by such agencies for this work.

3-3.0402 ***Proper Notification:*** Upon proper notice at least forty-eight (48) hours in advance and upon proper and safe excavation to the EWMUA water main, the Authority will install the corporation valve on the water main to allow the owner or contractor to connect the service line. However, water taps may be performed by a qualified contractor or licensed plumber with approval from the EWMUA. The EWMUA Inspector or an authorized representative must be present for final inspection.

3-3.0403 ***Inspection Requirements:*** The service line and all valves and appurtenances used in supplying water from the water main to the owner's premises must be supplied by the owner, conform to the specifications described in Section IV, Construction Specifications, and must be inspected by the authorized representative of the EWMUA before restoration of the ground surrounding the installation.

3-3.0404 ***Installation Guidelines:*** Curbstop valves and valve boxes, installed by the owner, shall not be located in sidewalks and driveways. Such valve and valvebox, which shall be provided and installed by the owner, shall be installed to a point two (2) feet behind the property line, edge of pavement or curb, as determined by the EWMUA. Such valve shall be under the exclusive control of the EWMUA for shutting off or turning on water. Any damage or obstruction of the valve or valve box shall be reported immediately to the EWMUA.

3-3.0500 *Special Provisions For Obtaining Sewer Service*

3-3.0501 ***Construction Specifications:*** Laterals must be constructed according to the specifications set forth in Section IV, Construction Specifications. Special attention is directed to the fact that all permits, easements and notifications of the planned construction of the lateral to the sanitary sewer system of the EWMUA, must be carried out at the owner's own time and expense. This includes the securing of a road opening permit from East Windsor Township. Excavation, traffic control and restoration of the job site shall conform to any ordinances, laws, rules and regulations which may be imposed by such agencies having jurisdiction over this work.

3-3.0502 ***Proper Notification:*** Upon proper notice of at least forty-eight (48) hours in advance to the EWMUA and in the presence of

the authorized representative of the Authority, the connection of the lateral to the sanitary sewer main, meeting all specifications and requirements of the EWMUA, shall be performed by the owner or the owner's designated representative.

3-3.0503 **Inspection Requirements:** The lateral which has been installed to a point two (2) feet behind the property line, edge of pavement or curb shall be inspected by the authorized representative of the EWMUA and East Windsor Township Construction Code Official. No restoration shall take place before the inspection is performed.

3-3.0600 **Other Utilities During Construction**

3-3.0601 The attention of the applicant is directed to the existence of underground utilities, for example electric, gas, telephone, fiber optic cable, T.V. cable, storm sewers and so on, for which the Authority accepts no responsibility for damage during construction. The notification of these other utility companies is the responsibility of the applicant and the applicant shall be solely responsible for any direct or indirect damage to such utilities during the installation of the service line or lateral.

3-3.0602 No service line or lateral of the EWMUA shall be installed in the same trench with any other utility service unless specifically authorized, in writing, by the Authority.

3-3.0603 At no time shall a service line or lateral providing service to one building, provide service to another on an adjoining property, or across a street, or from one side of a duplex house to the other side.

3-3.0700 **Prohibited Connections**

3-3.0701 Under no circumstances are any of the following connections permitted to the sanitary sewer system of the EWMUA:

- a) garbage disposal units;
- b) sump pumps conveying stormwater or groundwater seepage into structures;
- c) roof gutters and downspouts conducting rain water;
- d) storm water inlets or catchbasins; and
- e) industrial and/or commercial wastewater (See special provisions in Chapter IV).

3-3.0702 The EWMUA reserves the right to prohibit connections other than those listed, if, in the opinion of the Authority such connections and/or discharges through such connections are harmful or incompatible with the EWMUA sanitary sewer system or its treatment processes. Likewise, the Authority reserves the right to test and analyze discharges to the EWMUA sanitary sewer system to confirm that no prohibited discharges are taking place. Connections to the sanitary sewer system that are not permitted will result in a fine of \$500 per connection point and will continue to be penalized at a rate of \$500 per month per connection point until non-permitted connections are removed.

3-3.0800 **Temporary Water Service For Construction and Related Purposes**

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3-3.0801 A customer requiring water for construction purposes on premises not already supplied by a metered water service line must make special application on Form WC, available from the EWMUA, and pay the deposit and recurring water charges as outlined in Schedule VIII, Costs For Temporary Water Service For Construction and Related Purposes.

3-3.0900 Cross Connections/Backflow Prevention

3-3.0901 Cross connections will require installation of backflow prevention devices in accordance with N.J.A.C 7:10-10.1 (Physical Connection and Cross Connection). The purpose and intent of this regulation is to protect the EWMUA water system from backflow from a water supply that may be contaminated, of questionable or unknown quality, or over which the EWMUA has little or no control. (Refer to Section IX, Construction Specifications, for backflow prevention/cross connection controls.) All devices are to be maintained by the property owner.

3-3.0902 The requirements contained herein are not to be confused with the requirements of the Plumbing Subcode of the New Jersey State Uniform Construction Code, N.J.A.C. 5:23-3.5 et seq. for the prevention of illegal plumbing cross-connections, nor with any State or local requirements for the practice or procedure known as "cross connection control by containment" whereby a backflow prevention device may be required to protect a public water system from contamination as a result of possible illegal plumbing cross connections.

3-3.0903 Installation shall be subject to inspection by the Township Plumbing Inspector and the EWMUA Inspector.

3-3.1000 Fire Service Connections

In providing fire service, the EWMUA does not assume any liability as insurer of properties or persons and the EWMUA does not guarantee any special service, water pressure, capacity or facility.

3-3.1001 Public Fire Service

Fire hydrants on the EWMUA water system are solely for the purpose of providing water in the event of a fire. Only persons authorized by the EWMUA shall operate or take water from a public fire hydrant. Such persons shall be the authorized representative of the EWMUA or the authorized members of the East Windsor Township fire departments in the case of fires or for fire drills. No fire hydrant shall be used for any other purpose except with the written approval of the EWMUA. (See Chapter III, 3-3.0800)

3-3.1002 Private Fire Service

- a) For automatic sprinklers or other fire service devices or appurtenances, located in or on a building, a separate service line is required to be used exclusively for fire service. At the option of the applicant, private fire hydrants, located outside the building(s) on private property, may be connected to the fire service line. Each such separate fire service line shall be subject to the charges as outlined in Schedule I, Water Service Rates. Hydrants located on private property shall be maintained by the property owner.
- b) The EWMUA reserves the right to require backflow prevention, detector check valves, or other suitable devices and appurtenances which, in the opinion of the EWMUA engineer

are required and necessary to prevent any contamination of the EWMUA water system or eliminate any possible threat to the public health and welfare, consistent with any other State or local laws, ordinances and regulations. (See Chapter III, 3-3.0901) All devices are to be maintained by the property owner.

3-3.1100 **Watermeters**

3-3.1101 **General Requirements**

a) Each water service from the EWMUA water main serving a property shall be metered. The EWMUA reserves the right to determine the size and location of the water meter. No fixture of any kind, from which water can be drawn, shall be installed in the service line before the water meter. Any violations will result in the discontinuance of service and possible legal action.

b) All water meters, for properties serviced by the EWMUA, shall be purchased by the property owner and either (i) supplied by the EWMUA according to Schedule VI or (ii) approved by the EWMUA if purchased from a private vendor. The EWMUA will install such meter(s) except in those instances when a developer may choose to purchase water meters approved by the EWMUA in bulk for installation by its own licensed plumber with final inspection by an authorized representative of the Authority. No meter shall be installed by the Authority or by the developer until the owner of the property informs the EWMUA that the interior plumbing is complete and has been inspected and prepared for installation of a meter. Service will not be initiated before installation of such meter(s).

c) Location of Meters:

1) Meter(s) shall be conveniently located at a point approved by the EWMUA so as to control the point of supply and to establish a proper place and protection for the meter.

2) All meters hereafter placed in buildings shall be located in the cellar or first floor as near as possible to the point of entrance of the service line for ease of installation, disconnection and reading. No meter(s) shall be installed in bathrooms, locker rooms or dressing rooms.

3) The connection at the meter must be so arranged that the EWMUA will not be required to do any pipe fitting but will merely have to connect the meter by couplings already in place. Meters installed in buildings shall be placed no higher than thirty-six (36) inches above the floor.

4) Meters three (3) inches and above shall have a three (3) inch test tee complete with valve, installed between the meter and outlet valve.

5) When a dwelling or building is more than fifty (50) feet from the property line or curb, the meter(s) shall be installed in the dwelling or in a water tight pit or chamber at the direction of the EWMUA. Pit covers shall conform with EWMUA specifications. Valves shall be installed on either side of the meter.

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6) Private fire service connections shall be equipped with a detector check meter and are to be exclusively used for fire protection purposes. No water shall be used through these fire protection connections except for testing purposes or in case of fire.

d) No meter shall be installed, repaired, replaced, disconnected, adjusted or relocated by any other person except the authorized representative of the EWMUA.

e) The owner shall provide for the safekeeping of the meter, meter pit and other equipment of the EWMUA, and shall not tamper with or remove such meter or other equipment, nor permit access thereto, except by duly authorized employees or agents of the EWMUA. In case of loss or damage to said property caused by the failure to return equipment supplied by the EWMUA, the owner shall pay to the EWMUA the amount of loss or damage to the property. The water meter and all equipment furnished at the expense of the EWMUA shall remain its property and may be replaced whenever deemed necessary and removed by the Authority after discontinuance of service. In case of defective service, the owner shall not interfere or tamper with the equipment belonging to the EWMUA, but shall immediately notify the Authority to have any defects remedied.

3-3.1102 Meter Testing and/or Replacement

a) From time to time the EWMUA will replace water meters to assure accuracy of the equipment.

b) In cases where the meter is found not working due to mechanical failure and not as a result of negligence by the customer, the replacement will be made by the EWMUA free of charge.

c) In the event a customer disputes the accuracy of a meter, the EWMUA will, upon request by the owner, remove and test a meter for accuracy. The testing will be performed under the guidelines of the National Bureau of Standards and a written report will be furnished to the owner. The established standards for meter accuracy are not less than 98 percent nor more than 102 percent of manufacturer's specifications and in accordance with AWWA Standards C- 700 et seq.

1) If the meter so tested is found to be accurate within these limits, the owner shall pay a testing fee as outlined on Schedule VI, Cost of Meters, Installation and Related Services.

2) If the meter so tested is found not to conform to the established standards as herein outlined, the EWMUA will adjust the current quarterly bill to the percentage the meter is found to be deficient, and test and repair the meter at no cost to the owner.

d) In the case of non-registering remote meter sensors, the EWMUA will install, test, repair or replace the defective remote meter sensor after access to the main meter has been attained. Pending repairs to non-registering remote meter sensors, the owner will continue to receive a water and/or sewer service bill which reflects the average of the previous two quarters when the meter was last registering correctly.

Following repairs to the non- registering remote meter sensors, the owners current quarterly water and/or sewer service bill will be adjusted to reflect the difference, plus or minus, in actual use found on the main meter.

e) Upon removal and replacement of a meter by the EWMUA, where a bill dispute exists or for repair and/or update (change-over) purposes, and where the Authority has tested the meter of a customer involved, and the same meter is not re-installed following the requested test, the EWMUA will retain the meter for a period of 90 days before resetting or disposing of the meter, allowing the customer time to obtain test results or witness the test or examination of the meter by the Authority.

3-3.1103 **Reasonable Access:** The properly identified authorized representative of the EWMUA shall have the right of access to an owner's premises and to all property under the control of the EWMUA, at all reasonable hours for the purpose of inspection of an owner's premises incident to the rendering of service, reading meters, sampling or testing discharges to the EWMUA's sanitary sewer system (See Chapter 3-5.0200) or inspecting, testing or repairing facilities of the EWMUA used in connection with supplying service to the premises.

3-3.1200 **Discontinuance and Curtailment of Service**

3-3.1201 **Discontinuance For Non-Emergency Purposes:** The EWMUA may, in its discretion, discontinue or curtail service, upon reasonable notice, where such notice can be reasonably provided, for any reasons necessary to carry out the business of the Authority including, but not limited to the following:

- a) For the purpose of making temporary or permanent repairs, changes or improvements on any part of the EWMUA system(s) or on any equipment and appurtenances on an owner's premises which are under the jurisdiction and control of the Authority.
- b) In a good faith effort to comply with any governmental order or directive, whether or not such order or directive subsequently should prove valid or applicable.
- c) For any of the following acts or omissions of an owner and/or customer:
 - 1) Misrepresentation in application or in relation to use of service, or violation of any EWMUA rules or regulations.
 - 2) Willful waste of water through improper or faulty pipes, fixtures or otherwise.
 - 3) Failure to comply with restrictions or curtailment of service imposed with due notice or in case of emergencies.
 - 4) Use of water or providing water and/or sanitary sewer service to other persons or to other properties without the consent of the EWMUA or not as described in the application for service.

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5) Tampering with any service line, meter, shut-off valve, seals or related equipment under the jurisdiction of the EWMUA.

6) Prolonged vacancy of premises, whether the EWMUA is notified by the owner or not, to prevent damage to the water/sewer system and waste of water.

7) Refusal of reasonable access of authorized EWMUA personnel to the property for purposes of inspecting or maintaining facilities, equipment or appurtenances of the EWMUA or for installing, reading, testing or removing meters.

8) Making, or refusing to sever, any cross connection between a pipe or fixture, carrying water furnished by the EWMUA and a pipe or fixture carrying water and/or sewage from any other source.

9) Tendering a check, in payment for service, which is subsequently dishonored.

10) Failure to repair or replace any faulty pipes or fixtures or connecting and operating pipes, fixtures and appurtenances in such a manner as to disturb, interrupt or affect the EWMUA's system(s) or their use by other owners and/or customers.

11) Nonpayment of bills, as provided in Chapter III, 3- 4.0000

3-3.1202 Discontinuance Due to Emergencies

a) As necessity may arise in the event of a breakdown, emergency or for any other unavoidable cause, the EWMUA shall have the right to temporarily discontinue or curtail the water supply. The EWMUA will use reasonable and practical measures to notify the owner(s) and/or occupant affected by such discontinuance or curtailment of service.

In such cases, the EWMUA shall not be held responsible or liable for any injury, property damage, loss or inconvenience, nor for any damages or loss, directly or indirectly resulting therefrom, arising out of such discontinuance or curtailment; nor liable on any claim against the Authority at any time for interruption of service, lessening of the supply, inadequate pressure nor for any causes beyond the control of the EWMUA.

b) Any owners having boilers on their premises, depending on the pressure of water supplied by the EWMUA, are cautioned against the possibility of damage in these cases without provision of proper safeguards, which are to be installed by the owner. Without limitation on the foregoing, owners are specifically cautioned here that the EWMUA is not liable for any damage to these boilers.

c) The EWMUA shall have the right to reserve a sufficient supply of water at all times in storage to provide for fire and other emergencies and may restrict or regulate the quantity of water used by its customers in case of scarcity or whenever public welfare may require.

3-4.0000 Billing and Payments for Service

3-4.0100 General Requirements

3-4.0101 **Billing Cycle:** The regular billing cycle of the EWMUA is on a quarterly basis or every 90 days, established depending on the section of the service district the property is located in. Monthly billing is also available on request by any residential and commercial customer which would be determined by the division of the quarterly bill into three separate monthly billings.

3-4.0102 **Procedures:** The EWMUA will make every effort to read every water meter on this regular quarterly schedule but reserves the right to render estimated minimum bills when weather conditions, mechanical failures or other circumstances beyond the control of the EWMUA prevent the timely and accurate reading of the water meters. In those cases, actual water consumption will be billed at subsequent quarter(s) when an actual meter reading is obtained.

a) **Charges**

1) **Water** - Each meter installed is subject to a fixed minimum quarterly charge, according to size as outlined in Schedule I, Water Service Rates. Such minimum shall be non-abatable for non-users. In cases of fractional period bills, covering less than a quarter, minimum charges shall be prorated.

2) **Sewer** - Each water meter installed is subject to a fixed minimum quarterly charge, according to customer type as outlined in Schedule II, Sanitary Sewer Service Rates. Such minimum shall be non-abatable for non-users. In cases of fractional period bills, covering less than a quarter, minimum charges shall be prorated.

a) In those cases where a water meter is not installed and sewer service is provided, the customer will pay a minimum quarterly fee as indicated on Schedule II.

b) Customers who have a water meter and receive potable water service but are not connected by a sewer lateral to a sanitary sewer main, are not required to pay a quarterly minimum sewer service charge.

c) In those multi-family structures where a single water meter serves several dwelling units, each dwelling unit shall pay a minimum quarterly fee as indicated on Schedule II and the multi-unit shall be assessed an excess charge when the aggregate water consumption exceeds the product of the number of multi-units times the base gallonage allowance per quarter.

b) **Rendering of Bills**

1) Bills will be rendered on or about the first day of the month following the end of the quarter of the applicable billing cycle. The bills are due when presented and are payable at the office of the EWMUA, either in person or by mail.

2) If a bill remains unpaid on the last business day of the month in which it was presented,

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it shall be classified as delinquent. Failure to submit payment by that date will subject the customer to the following procedures. Payments made by mail will be credited on the date received at the EWMUA office.

c) *Delinquent Bills*

1) Delinquent bills shall accrue interest in accordance with Chapter 530, Laws of 1981, State of New Jersey and at the rate of 1 1/2% (one and one-half percent) per month on any unpaid principal balance, until such delinquent account, and the interest thereon, shall be fully paid to the EWMUA.

2) Customers who are in arrears on their quarterly bill payments may arrange a payment schedule with the Authority to eliminate an outstanding bill over succeeding months. Any agreement made between a customer and the Authority to pay an outstanding bill must include a stipulation for the customer to remain current with any future billings for the duration of the agreement. Delinquent customers requesting this option must sign a statement agreeing to pay according to a negotiated payment schedule. Failure to satisfy this agreement will initiate immediate shut-off procedures.

The Executive Director shall have the responsibility of negotiating payment schedules for the Authority. Each payment schedule shall be subject to approval by the Authority Members. (Amended 4/27/95)

d) *Shut-Off Procedures*

1) *Residential Customers:*

a) If a residential bill equals or exceeds \$225 and continues to remain unpaid for a period greater than thirty (30) days after it has been rendered, the EWMUA will mail the customer a past due notice, indicating that action may be initiated to discontinue service.

b) If a residential bill continues to remain unpaid ten (10) days after mailing of the past due notice, the EWMUA will mail the customer a shut-off notice specifying the approximate day when service will be discontinued, which shall be ten (10) days after mailing of the shut-off notice.

2) *Commercial/Industrial Customers:*

a) If a commercial/industrial billing equals or exceeds \$225 and continues to remain unpaid for a period of thirty (30) days after it has been rendered, the EWMUA will mail the customer a past due notice indicating that action may be initiated to discontinue service.

b) If a commercial/industrial billing continues to remain unpaid ten (10) days after

mailing of the past due notice, the EWMUA will mail the customer a shut-off notice specifying the approximate day when service will be discontinued, which shall be ten (10) days after mailing of the shut-off notice.

c) Commercial/industrial customers who are delinquent in payment for two quarters in any consecutive twelve (12) month period will be required to deposit with the EWMUA an amount equal to one quarterly billing which will represent the average billing for the previous two quarters. The deposit will be placed in an interest bearing account. The deposit plus interest will be returned to the customer at the end of one year following payment of the deposit if the customer has not been in arrears on any quarterly billing during that period. If a customer is delinquent in paying his bill during this period, the deposit will be applied toward payment of the delinquent bill. The customer will then be required to deposit an amount equal to the previous deposit which will be subject to the same conditions as described above.

3) A copy of the notice of the proposed shut-off of services will be forwarded to the East Windsor Township:

a) Health Officer, notifying him/her of the impending shut-off of water service and to allow input on extenuating circumstances which may lead to continuing service for reasons affecting public health in individual cases; and to the

b) Tax Collector, informing him/her of EWMUA sewer and water bills in arrears. Pursuant to N.J.S.A. 40:14B-42, bills in arrears may become a lien on the property being serviced.

4) The Executive Director may waive the requirements of this section if, in his judgement, circumstances related to non-payment of bills so warrants.

e) **Restoration of Service:** After service has been discontinued as a result of delinquent water and/or sewer service charges, services will be restored only on the following conditions:

1) That payment in full be received by the EWMUA of all outstanding charges by certified check, cash or money order; and

2) That the service charge, outlined in Schedule VI of the Rules and Regulations, for restoring service after shut-off for a delinquent account be paid prior to restoring service, during regular business hours of the EWMUA, only.

3) If water service cannot be terminated due to a broken curb stop valve, the Authority will, at its own expense, repair the curb stop valve box and

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then terminate service. Service will not be restored without full payment on the delinquent water and/or sewer service bill.

f) **Third Party Notification:** Upon request of a customer in writing, the EWMUA will send its notice of discontinuance and notice of shut-off to a designated third party as well as the customer. The EWMUA shall provide an explanation of this third party notification procedure and make available application forms for this purpose.

g) **Landlord-Tenant Relationship and/or Obligation:** It is the policy of the Authority to keep the owner of rental property informed by rendering two (2) bill notices for payment to both the owner of the property and the tenant occupying the property. The owner of the property will, in all instances, continue to be responsible for any outstanding water and/or sanitary sewer system charges if a tenant fails to pay before vacating the property.

1) It is the responsibility of the applicant or owner of the premises, connected to the EWMUA water and/or sanitary sewer system, to pay for any outstanding service charges incurred for services provided by the EWMUA to those premises.

2) In cases where the customer of the EWMUA is a person or party other than the owner of the property, and should such customer vacate the premises and fail to pay any outstanding service charges, such charges shall be paid by the owner of the property before service is continued to the property. The EWMUA reserves the right to recover those charges in accordance with procedures outlined in Chapter III, 3-3.0000 through 3-5.0000.

3) In cases where a landlord-tenant relationship exists at a residential premise serviced by the EWMUA, of which the EWMUA is fully informed, the Authority may, in its discretion, give individual notice to occupants of these dwellings, and offer to continue service to the tenants, to be billed to the tenants.

4) The continuation of service to a tenant shall not be conditioned upon payment by the tenant of any outstanding bills due upon the account of any other person, nor relieve such person of responsibility to the EWMUA for payment of any bills for service rendered to the premises, not paid by the tenant.

h) **Liens:** The EWMUA reserves the right to determine the point at which outstanding delinquent charges for water and/or sanitary sewer services will be filed as property liens with the East Windsor Township Tax Collector in accordance with applicable law.

i) **Disputed Bills**

1) It is the policy of the EWMUA not to discontinue service because of nonpayment of bills in cases where a charge is in dispute, provided that:

a) The customer brings the disputed bill to the attention of the EWMUA within thirty (30) days of the date of the bill, including any supporting evidence the customer wishes to submit to substantiate his/her claim, in writing; and

b) The customer pays the amount charged after the EWMUA investigates the claim and renders a new bill, if applicable, within fourteen (14) days of the date of the new bill.

2) The EWMUA will report the results of the investigation of the claim to the customer in writing and;

a) In the event the customer's claim is substantiated, any interest charged on the account will be deleted as pertains to the bill in question.

b) In cases where meter testing is required to determine the validity of the disputed charge, procedures as outlined in Chapter III, 3-3.1102(b) (c) (d) and Schedule VI, Cost of Meters, Installation and Related Services, will apply.

c) If the EWMUA determines that the disputed charge is valid, or that good cause does not exist to modify such charge, it shall promptly advise the customer in the event that payment is not forthcoming in ten (10) days, the Authority may proceed to implement its shut-off procedures for nonpayment of the disputed charge(s).

j) **Returned Checks**

1) A fee will be imposed on any payment where a check is returned for insufficient funds in an amount not to exceed \$20.

2) A certified check, cash or money order in the amount due including the returned check fee will be required within seven (7) working days from the receipt of a notice for payment due to insufficient funds.

3) Failure to submit payment in the amount specified will result in the discontinuation of water service on a specified date.

3-5.0000 **Ownership and Maintenance Responsibilities**

3-5.0100 **EWMUA Responsibilities**

3-5.0101 The EWMUA shall own, and exercise control over and assume responsibility for only that portion of the water and sanitary sewer system, encompassing treatment facilities, pumping stations, water storage tanks and water and/or sanitary sewer mains, located in public rights-of-way and EWMUA easements.

a) All sanitary sewer and water facilities within the confines of property owned and/or maintained by a

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Homeowners Association or similar entity ("Association") shall be deemed to be owned by such "Association." The "Association" shall assume all responsibility for maintenance, repair, replacement and liability of and for such sanitary sewer and water facilities.

b) Anything to the contrary notwithstanding, the EWMUA shall have the right to utilize such sanitary sewer and water facilities within the confines of the property owned/or maintained by the "Association" in order to service other portions of EWMUA's systems, without assuming any liability, responsibility and maintenance of and for such facilities.

3-5.0102 The EWMUA may elect to retain ownership, responsibility, maintenance, and liability of such sanitary sewer and water facilities, at the time of preliminary or final application for, in whole or in part, major and/or minor subdivisions, and/or major and/or minor site plans.

3-5.0103 **Limits on Authorization:** No agent, employee or representative of the EWMUA has the authorization to bind the Authority by any promise, agreement, oral statement or representation not provided for in these Rules and Regulations.

3-5.0200 **Customer Responsibilities**

3-5.0201 **Compliance Guidelines:** All other service lines, laterals, valves, equipment, facilities and appurtenances are the responsibility of the customer or owner, and the customer or owner is responsible for compliance with all applicable laws, ordinances, codes, rules and regulations in the construction, installation and maintenance of the same.

a) All connections, service lines, laterals, valves and fixtures furnished and installed by the customer shall be maintained by him/her in good working order and condition.

b) Water meters and related equipment, located on the customer's property, shall be properly protected by the customer from damage, freezing, obstruction and breakage and any such damage, leakage or malfunction of any such equipment, on or about the water and/or sanitary sewer system, located on a customer's property shall be reported immediately to the EWMUA. In addition, the EWMUA shall have access to and control over the water meter and any premises as provided in Chapter III, 3-3.1103.

c) All repair work by the customer or the customer's agent on the water and/or sanitary sewer facilities located on the customer's property, must be inspected and approved by the EWMUA or the designated and authorized code enforcement official of East Windsor Township.

d) All costs to repair, replace or install a new watermeter (ie., time and material) due to neglect, as determined by the Authority, will be the responsibility of the property owner.

3-5.0202 **Right of Access:** The properly identified authorized representative of the EWMUA shall have the right of access to the customer's premises, served by the EWMUA, at all reasonable hours, for the purpose of observing the manner of using water or discharging sewage, or for any other purpose, necessary and proper in the conduct of the Authority's business and responsibility.

3-5.0203 **Customer Installations:**

a) Maintenance of the lateral from the sanitary sewer main to the property or building of a customer shall be the responsibility of the owner or customer. Special attention is directed to the possibility of sewer line backups, which may, from time to time, occur and are beyond the control of the EWMUA. Such backups may affect the fixtures, installed by the customer, particularly if they are installed below ground elevations, such as in basements. The EWMUA expressly disclaims any responsibility or liability for maintenance of such facilities, which is the customer's responsibility, and for any backups, or for any injury, property damage, loss or inconvenience, and any damages or loss, directly or indirectly, resulting therefrom, arising out of the customer's failure to install or maintain such facilities in a safe and proper manner.

b) It is recommended that the proper precautions be taken by the customer, in accordance with allowable provisions of the State or local plumbing codes, to prevent damage resulting from sewer backups.

3-5.0300 **Charges For Maintenance and/or Repairs**

3-5.0301 The EWMUA may, in its absolute discretion, upon request by a property owner in writing, assist in the repairs or maintenance of service lines or laterals on the owner's property or the customer's premises. In any event, such assistance:

a) Shall be rendered only in emergencies or when it appears that the health and welfare of the public or other customers of the Authority may be affected.

b) Shall require the customer or owner to pay to the EWMUA the costs of manpower, equipment and material, associated with such repairs and maintenance as outlined in Schedule VII, Charges For EWMUA Personnel and Equipment.

3-5.0302 In the event that the EWMUA undertakes such assistance, such action shall not constitute an acceptance of any responsibility on the part of the Authority for the proper installation, operation or maintenance of service lines, laterals or related appurtenances on the owner's property or the customer's premises, or relieve the customer and/or owner of his/her duty of care therefore. The EWMUA shall not be responsible to the customer and/or owner for any injury, property damage or loss, or resulting damages, arising out of the provisions of such assistance unless same is due to willful or reckless conduct by the Authority. The EWMUA shall not be responsible for the restoration of

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landscaping and property other than soils and grass seed to a level comparable to the surrounding terrain.

3-6.0000 Termination of Service

3-6.0100 **Proper Notification:** It is the policy of the Authority that any customer or owner wishing to terminate service, exclusive of fire service required by Township Ordinance, must give proper notice in writing to that effect.

3-6.0101 All agreements, covering the furnishing of water and/or sanitary sewer service by the EWMUA to a property shall remain in full force and effect, unless and until the EWMUA receives written notice from the owner of the property requesting termination of service, thirty (30) days prior to the requested termination date. Such termination of service will be granted by the EWMUA on the day requested and restoration of service must be requested in the same form and manner as a new application as outlined in these Rules and Regulations.

3-6.0102 Where such request for termination is not received by the EWMUA, the customer or owner shall be liable for service charges until the request for termination is submitted, a final meter reading is taken by the EWMUA and service is disconnected.

3-7.0000 Miscellaneous

3-7.0100 The EWMUA reserves the right to change or amend, from time to time, these Rules and Regulations and the rates for water and/or sanitary sewer service.

3-7.0200 If any section, paragraph, sentence, clause, phrase, term, provision or part of these Rules and Regulations shall be adjudged by any court of competent jurisdiction to be invalid or inoperative, such judgement shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the Chapter, thereof, directly involved in the controversy in which such judgement shall have been rendered.

CHAPTER IV

RULES FOR COMMERCIAL AND/OR INDUSTRIAL WASTEWATER DISCHARGES

4-1.0000 ***Purpose and Policy***

4-1.0100 ***General Requirements:*** These rules and regulations set forth uniform requirements for commercial and industrial contributors into the wastewater collection and treatment system of the EWMUA and enables the Authority to comply with all applicable State and Federal laws and regulations pertaining to wastewater treatment and industrial pretreatment.

4-1.0200 ***Objectives:*** The objectives of these Rules and Regulations are:

4-1.0201 To prevent the introduction of pollutants into the Publicly Owned Treatment Works (POTW) which will interfere with the operation of the treatment system or contaminate the resulting sludge;

4-1.0202 To prevent the introduction of pollutants into the POTW which will pass through the system, inadequately treated, into the receiving waters or the atmosphere or otherwise be incompatible with the system; and

4-1.0203 To improve the opportunity to recycle and reclaim wastewaters and sludges from the system.

4-1.0204 To protect the public and EWMUA employees from exposure to harmful compounds.

4-1.0300 ***Authorization Guideline:*** These Rules and Regulations authorize monitoring and enforcement activities, require user reporting, and provide for the regulation of indirect dischargers to the POTW through enforcement of general requirements for all users and through the issuance of permits to certain non-domestic users.

4-1.0400 ***Customers Affected:*** These Rules and Regulations shall apply to the customers in the

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Township of East Windsor and to persons outside the Township of East Windsor who are, by contract or agreement with the EWMUA, users of the Authority's POTW.

4-1.0500 **Responsible Representative:** Except as otherwise provided herein, the Executive Director of the East Windsor Municipal Utilities Authority shall administer, implement and enforce the provisions of these Rules and Regulations.

4-2.0000 **Definitions**

The following definitions shall be in addition to those published and outlined in Chapter II of these Rules and Regulations. Unless the context specifically indicates otherwise, the following terms and phrases, as used in these Rules and Regulations, shall have the meanings hereinafter designated:

a) **Act or "the Act"** shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.

b) **Approval Authority** shall mean the Director of the Division of Water Resources of the Department of Environmental Protection and Energy for the State of New Jersey or his/her authorized representative.

c) **Authorized Representative of Industrial User** shall mean an authorized representative of an industrial user who may include:

1) a principal executive officer of at least the level of vice president, if the industrial user is a corporation;

2) a general partner or proprietor if the industrial user is a partnership or proprietorship, respectively; or

3) a duly authorized representative of the individual designated above if such representative is responsible for the overall operation of the facilities from which the indirect discharge originates.

d) **Biochemical Oxygen Demand or BOD** shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees Centigrade expressed in terms of weight

(kilograms per day) and concentration (milligrams per liter [mg/l]).

e) **Categorical Standards** shall mean pretreatment standards specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced to a POTW by existing or new industrial users in specific industrial subcategories. (Refer to 40 CFR Chapter 1, Subchapter N, Parts 400 - 424.)

f) **Chemical Oxygen Demand or COD** shall mean a measure of the oxygen consuming capacity of inorganic and organic matter present in water or wastewater expressed as the amount of oxygen consumed from a chemical oxidant in accordance with an approved test procedure.

g) **Commissioner** shall mean the Commissioner of the New Jersey Department of Environmental Protection and Energy (NJDEPE) or his/her authorized representative.

h) **Compatible Pollutant** shall mean BOD, suspended solids, pH and fecal coliform bacteria, oil and grease, and such additional pollutants as are now or may be in the future specified and controlled in the EWMUA's NJPDES permit, where the POTW is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by the NJPDES permit.

i) **Composite Sample** shall mean a sample consisting of several effluent portions collected during a specific time period and combined to make a representative sample.

j) **Control Authority** shall refer to the "Approval Authority" defined herein above; or the Executive Director of the EWMUA if the Authority has an approved pretreatment program under the provisions of 40 CFR 403.11.

k) **Cooling Water** shall mean any water used for the purpose of carrying away excess heat, and which may contain biocides used to control biological growth or other additives to protect the system against corrosion, scaling and the like.

l) **Domestic Wastewater** shall mean water carrying pollutants which result from the discharge of

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household, commercial, or other wastes from bathrooms, toilet facilities, home laundries, and kitchens which are predominantly the result of natural human elimination associated with bodily functions and food preparation.

m) **EPA** shall refer to the United States Environmental Protection Agency.

n) **Garbage** shall mean solid wastes from the domestic and commercial preparation, cooking, dispensing, handling, storage and/or sale of food.

o) **Executive Director** shall refer to the Executive Director of the EWMUA or his/her duly appointed agent or representative.

p) **Grab Sample** shall mean a sample which is taken from a waste stream on a one-time basis with no regard to the flow in the waste stream and without consideration of time.

q) **Holding Tank Waste** shall mean any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum pump tank trucks.

r) **Incompatible Pollutant** shall mean any pollutant which is not a "compatible pollutant" as defined in this Chapter.

s) **Indirect Discharge** shall mean any discharge, excluding any discharge from municipal collection systems, into the POTW (including holding tank waste discharged into the system).

t) **Industrial Process Wastewater** shall mean the liquid waste or liquid borne waste resulting from the processes employed by any user or users identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A: Agriculture, Forestry
and Fishing

Division B: Mining

Division D: Manufacturing

Division E: Transportation, Communications,
Electric, Gas and Sanitary Services

Division I: Services

u) **Interference** shall mean:

1) Inhibiting or disrupting a POTW system or its treatment processes or operation so as to contribute to, or cause a violation of any condition of a State or Federal permit under which the POTW operates; or

2) Discharging industrial process wastewater which, in combination with existing domestic flows are of such volume and/or strength as to exceed the treatment process design capacity; or

3) preventing the use or disposal of sludge produced by the POTW in accordance with Section 405 of the Federal Clean Water Act of 1977 (33 U.S.C. 1251 et seq.) and the New Jersey Guidelines for the Utilization and Disposal of Municipal and Industrial Sludges and Septage; or any regulations or criteria or guidelines developed pursuant to Federal Resource Conservation and Recovery Act of 1976 (42 U.S.C. 3251 et seq.), the Federal Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Toxic Substances Control Act (15 U.S.C. 2601 et seq.).

v) **NJDEPE** shall refer to the New Jersey Department of Environmental Protection and Energy.

w) **NJPDES** shall mean the New Jersey Pollution Discharge Elimination System for the issuing, modifying, suspending, revoking and reissuing, terminating, monitoring, and enforcing of discharge permits pursuant to the State Act. The term also includes discharge permits (NJPDES) issued pursuant to Section 402 of the Clean Water Act of 1977 (33 U.S.C. 1251 et seq.).

x) **Normal Sewage** shall refer to analyzes by the EWMUA showing not more than the following:

BOD - 1,667 pounds per million gallons (200 mg/l) or less Chlorine Demand - 167 pounds per million gallons (20 mg/l) or less pH - not less than 6.0 nor more than 9.0 Suspended Solids - 2,083 pounds per million gallons (250 mg/l) or less.

y) **Person** shall mean any individual, firm, company, partnership, corporation, association, group or society, including the State of New Jersey, and agencies, districts, commissions and political subdivisions, created by or pursuant to State Law, and

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Federal agencies, departments or instrumentalities thereof.

z) **pH** shall refer to the logarithm (base 10) of the reciprocal of the hydrogen ion concentration in moles per liter of solution. Solutions with a pH greater than 7 are said to be basic; solutions with a pH less than 7 are said to be acidic; and pH equal to 7 is considered neutral.

aa) **Pollutant** shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, refuse, oil, grease, sewage, sludge, munitions, chemical wastes, biological materials, radioactive substance, thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal or agricultural waste or other residue discharged into the waters of the State.

bb) **Pretreatment** shall mean the application of physical, chemical and biological processes to reduce the amount of pollutants in, or alter the nature of the polluting properties of, an industrial process wastewater prior to discharging such wastewater into the POTW system.

cc) **Pretreatment Standards** refer to the limitation on quantities, quality, rates and/or concentrations of pollutants discharged into the EWMUA Treatment Works, adopted pursuant to "Pretreatment Standards For Sewerage," N.J.S.A. 58.11-49 et. seq., Section 4 of the New Jersey Water Pollution Control Act.

dd) **Priority Pollutant** shall mean those pollutants listed pursuant to Section 307 (a)(1) of the Federal Water Pollution Control Act. (See attached Appendix)

ee) **Publicly Owned Treatment Works** (POTW) refers to Section 212 of the Act, (33 U.S.C. 1292) which is maintained in this instance by the EWMUA. For the purpose of these rules and regulations, "POTW" shall also include any sanitary sewer lines that convey wastewaters to the POTW from persons outside the EWMUA's sewer service area who are, by contract or agreement with the Authority, users of the EWMUA's POTW.

ff) **Regional Administrator** shall refer to the Administrator of Region II of the United States Environmental Protection Agency or his/her authorized representative.

gg) **Significant Industrial User** (SIU) shall refer to any user who discharges into the POTW of the EWMUA, including, but not limited to, industrial dischargers where:

1) wastewater exceeds 25,000 gallons per day, or

2) wastewater exceeds the mass equivalent of 25,000 gallons per day of the domestic wastes defined herein above, or

3) wastewater exceeds five percent (5%) of the average daily flow of the POTW of the EWMUA, or

4) wastewater contributes five percent (5%) or more of the daily mass loading of any of the pollutants listed in Table I which are entering the POTW; or

5) the user is determined to be a Hazardous Waste Facility under NJAC 7:26-12 and meets the requirements of NJAC 7:14A-4.2(b)1; or

6) the user is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR, Chapter i, Subchapter N, or

7) the user is determined to be an Industrial Waste Management Facility under NJAC 7:14A- 4, or

8) the user has been found by the NJDEPE to be in violation of State laws or regulations, or local ordinances concerning environmental issues, or

9) the discharge consists of landfill leachate, either pure, treated or diluted by ground water or surface runoff, or

10) The discharge consists of significant quantities of polluted ground water which is pumped from the ground in order to decontaminate an aquifer, or

11) The NJDEPE determines it would be consistent with the intent of the State Act to require a permit for the indirect discharger.

hh) **State** shall refer to the State of New Jersey.

ii) **State Act** shall mean the New Jersey "WaterPollution Control Act", NJSA 58:10A-1 et seq.

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jj) **Standard Industrial Classification** (SIC) refers to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

kk) **Storm Water** shall mean any flow occurring during or immediately following any form of natural precipitation and resulting therefrom.

ll) **Suspended Solids** shall mean the total nonfilterable residue as defined in "Manual of Methods for Chemical Analysis of Water and Wastes."

mm) **Toxic Pollutant** shall mean those pollutants or combination of pollutants, including disease-causing agents, which after discharge into the environment in sufficient quantities and upon exposure, ingestion, inhalation or assimilation into any organism either directly or indirectly by ingestion through food chains, will, on the basis of information available to the Commissioner, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction or physical deformation, in such organisms or their offspring. Toxic pollutants shall include but not be limited to those pollutants designated under Section 307 of the Federal Act or Section 4 of the State Act.

nn) **Treatment Works** shall mean any device or system, whether public or private, used in the storage, treatment, recycling, or reclamation of municipal or industrial waste of a liquid nature, including: intercepting sewers, outfall sewers, sewage collection systems, cooling towers and ponds, pumping, power improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and other works including sites for the treatment process or the ultimate disposal of residues resulting from such treatment. Additionally, "treatment works" means any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of pollutants including storm water runoff, or industrial waste in combined or separate storm water and sanitary sewer systems.

oo) **Treatment Works Plant** refers to that portion of the treatment works designed to provide treatment to wastewater.

pp) **Unpolluted Water** shall mean water not containing any pollutants limited or prohibited by the effluent standard in effect, and/or water whose discharge will not cause any violation of receiving water quality standards or interference with their designated uses.

qq) **User** shall mean any person who discharges, causes or permits the discharge of industrial process wastewater into the treatment works.

rr) **User Classification** shall mean a classification of users based on the 1972 (or subsequent) edition of the Standard Industrial Classification (SIC) Manual prepared by the Federal Office of Management and Budget.

ss) **Wastewater** shall refer to the liquid or water-carried industrial or domestic wastes from dwellings, commercial buildings, industrial facilities, and institutions, which is discharged into or permitted to enter the EWMUA treatment works.

tt) Terms not otherwise defined herein shall be as adopted in the latest edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association, the American Water Works Association, and the Wastewater Environment Federation; the Federal Guidelines for State and Local Pretreatment Programs, EPA-430/9-76-017a, Volume 1, 1977; or the latest revision thereof; the Clean Water, N.J.S.A. 58:10A-1 et seq.; or N.J.S.A. 58:11-49 et seq., 1972.

4-3.0000 **Abbreviations**

The following abbreviations shall have the designated meanings:

BOD	Biochemical Oxygen Demand
CFR	Code of Federal Regulations
COD	Chemical Oxygen Demand
EPA United States Agency	Environmental Protection Agency
l	Liter
mg	Milligrams

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mg/l Milligrams per Liter
NJAC New Jersey Administrative

Code

NJPDES New Jersey Pollutant Discharge
Elimination System
NPDES National Pollutant Discharge
Elimination System
POTW Publically Owned

Treatment Works

SIC Standard Industrial
Classification
USC United States Code
TSS Total Suspended

Solids

**4-4.0000 *Application For Sewer Service For
Commercial and Industrial Customers***

4-4.0100 *Detailed Requirements:*

4-4.0101 ***Application For Service:*** Any person desiring to make a connection to the sewer system shall submit an application for service (Form WSA) to the Executive Director. Before determination of final approval can be given, the Executive Director will forward to the applicant an industrial/commercial waste questionnaire (Refer to Section Five, CAQ Form). The questionnaire shall identify the specific nature of the business including the quantity and constituents of the wastewater discharge.

4-4.0102 ***Written Approval to Discharge:*** No person, commercial or industrial group shall discharge, cause to be discharged or allow discharge of industrial wastes into the sewer system without first having obtained written permission to do so from the EWMUA. In violation thereof, said person is subject to enforcement procedures (4-9.0000) and/or penalties and costs as provided by (4-10.0000). Permission will only be granted if the commercial or industrial applicant submits a State NJPDES/SIU permit from the NJDEPE granted prior to a request to discharge wastewater into the sewer system.

Any commercial or industrial customer desiring to increase or otherwise change the composition of industrial process wastewater shall apply to the

Executive Director for consideration to accept an amended discharge based on (i) a comprehensive submittal identifying the specific nature of the constituencies in the composition of the wastewater and (ii) submittal of an amended NJPDES/SIU permit, if the change in composition may exceed the SIU permit limitations.

4-4.0103 **Payment of Surcharge:** Where in the opinion of the EWMUA, sewage and other wastes may have a deleterious character or adversely affect the treatment processes, the EWMUA reserves the right to surcharge the person and/or commercial or industrial group causing, allowing or otherwise permitting the discharge thereof into the sewer system, the added operating and treatment costs occasioned thereby and may terminate service to said person and/or require such sewage and wastes be treated by said person to remove or neutralize the objectionable substances or unduly high concentrations of substances before discharge into the system.

4-4.0200 **Categorization of Commercial/Industrial Users**

Based upon information contained in the industrial/commercial questionnaire submitted by the applicant, the Executive Director will classify the discharge according to one of three standards.

4-4.0201 **Significant Industrial User:** Refer to definition on page 405.

4-4.0202 **Significant Major User:** A discharger of industrial or other pollutants into the EWMUA sanitary sewer system, including, but not limited to, industrial/commercial dischargers where:

- a) The average daily flow from the facility exceeds 10,000 gallons per day, or
- b) The facility conducts process operations where there is a potential for the release of pollutants that may have an adverse effect on sludge quality, or may cause the EWMUA treatment plant effluent to violate the NJPDES permit, or may in any way hinder the efficiency of the wastewater treatment process, or
- c) The facility conducts process operations where there is a potential for the release of

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substances that may threaten the public safety. Pollutants in this category include, but are not limited to, flammable liquids, explosive fumes, noxious materials, radioactive materials, pathogens other than those normal to domestic sewage and/or any other discharge prohibited by State and Federal Regulations, or

- d) The concentrations of pollutants from the facility exceeds the levels defined as normal domestic sewage. Those levels have been established as:

	1) BOD5	200 mg
	2) pH	6-9
Standard Units	3) Total Suspended	
Solids	250 mg/l	
	4) Ammonia-Nitrogen	
	5) Phosphorus	6 mg

4-4.0203 **Non-Significant**

Industrial/Commercial User: Discharges from any commercial/ industrial source where there is clearly no release or potential for release of pollutants described in either the significant industrial user or significant major user categories.

4-4.0300 **Application to Amend**

Categorical Status: In order to be included in the Non-Significant Industrial/Commercial User category, the discharger must demonstrate, beyond all reasonable doubt, that their facility is consistently disposing wastewater defined as typical domestic sewage.

Any industrial/commercial user who has been identified as a significant major user may make application to the EWMUA to be reclassified as a non-significant industrial/commercial user and thus be removed from the industrial monitoring program if one or more of the following requirements are met:

- a) Participation in the industrial monitoring program for a period of 24 consecutive months without the discharge of any pollutant incompatible with the standards set forth for typical domestic wastewater; and/or
- b) The user can demonstrate that a change in process operations removes any potential for

pollutants incompatible with the standards set forth for typical domestic wastewater.

4-5.0000 ***Prohibitions and limitations on Wastewater Discharges***

4-5.0100 ***Prohibitions on Wastewater Discharges***

No person shall discharge, deposit, cause or allow to be discharged or deposited into the EWMUA treatment works any wastewater which significantly contributes to a violation of any of the parameters in the NJPDES permit of the EWMUA.

4-5.0101 ***Grease Traps - Sizing, Installation, Maintenance and Testing***

- a) ***Description:*** Purpose of an interior grease interceptor (IGI) or an exterior grease interceptor (EGI) is to remove grease or oil from the influent prior to discharge to the sanitary sewer. Interceptors serve as small flotation chambers where grease floats to the water surface and is retained while the clearer water underneath is discharged. The use of the term interceptor is interchangeable with the use of the work trap.
- b) ***Regulatory Guideline:*** No water or waste containing more than 50 parts per million daily average by weight, and more than 150 parts per million in any one hour period, of total fats, wax, grease or oil whether emulsified or not or containing substances which may solidify or become viscous at temperatures between 32 degrees F and 150 degrees F (0 degrees C and 65 degrees C) at the point of discharge may be discharged into any sewer.
- c) ***Commercial and Industrial Customers:*** All restaurants, cafeterias, institutional kitchens and other installations having facilities for the preparation and serving of food in quantity, and gas stations, auto maintenance garages and car washes where, in the opinion of the Township Plumbing Subcode Official in coordination with the EWMUA, the potential for discharge of grease and oils into the sanitary sewer system exists, who are customers of the Authority shall be required to install a grease interceptor.
- d) ***Special Requirements:*** The size, type of grease interceptor and location of same shall be subject to approval by the Township

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Plumbing Subcode Official. The grease interceptor shall be installed in a line separate from other sanitary plumbing facilities. In general, all grease interceptors shall be designed for exterior installation, of capacity sufficient to service those grease generating fixtures connected thereto. Wastes other than those requiring separation shall not be discharged into any interceptor.

e) Location of Grease Interceptor:

- 1) Any new commercial or industrial customer, as defined above, will be required to install an EGI unless:
 - a) The customer can demonstrate to the satisfaction of the EWMUA and Plumbing Subcode Official the quantity of grease discharge does not warrant an EGI based on minimal discharge projections; or
 - b) The operation of an EGI would not be effective in the opinion of the Plumbing Subcode Official due to the potential location of the facility.

In either case, an internal grease interceptor shall be provided.

- 2) Any existing commercial or industrial customer, as defined above, operating without a grease interceptor receptacle of any type, will be required by the Plumbing Subcode Official to install a grease interceptor, in an exterior location as stipulated under Section (i) below. Interior facilities will be considered based on the conditions stipulated under Section (e)(1) above.
- 3) Grease interceptors shall be located, designed and constructed in a manner that will permit easy access and cleaning.

f) Interceptor

Construction Features:

- 1) The minimum requirements for exterior interceptor construction, materials and foundations of interceptors, required by the Plumbing Subcode Official, shall be:

- a) The same as those required for septic tanks, as prescribed in N.J.A.C. 7:9A-8.2;
 - b) A two chamber separation process;
 - c) Installed in a line separate from other sanitary plumbing facilities.
- 2) The size and design of an EGI will be based, at a minimum, on its rated grease retention capacity which is determined by the amount of grease (in pounds) that an interceptor can hold before its average efficiency drops below 90.0 percent. (Grease retention capacity in pounds should equal at least twice the flow capacity in gallons per minute.)

The following two equations shall be used to determine the minimum size required for grease traps serving:

a) **Restaurants:**

$$\text{Size of Grease} = D \times (\text{HR}/2) \times (\text{GL}) \times (\text{ST}) \times (\text{LF})$$

Interceptor in Gallons were:

D=Number of seats in dining area
 GL=Gallons of wastewater per meal, normally 5 gallons
 ST=Storage capacity factor -- minimum of 1.7

HR=Number of hours open per day

LF=Loading factor depending on restaurant location:

- 1.25 for interstate freeways -
- 1.00 for other freeways -
- 1.00 for recreation areas -
- 0.80 for main highways -
- 0.50 for other highways -
- 0.50 for all others -

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A restaurant, for example, with a 75 seat dining area, operating 8 hours per day, with a typical discharge of 5 gallons (19 liters) of wastewater per meal, using a storage capacity factor of 1.7 and a loading factor of 0.5 (no dishwasher), the size of a grease interceptor would be as follows:

$$\text{Size of Grease} = D \times (\text{HR}/2) \times (\text{GL}) \times (\text{ST}) \times (\text{LF})$$

$$\text{Interceptor } 1,275 \text{ gal} = 75 \times (8/2) \times 5 \times 1.7 \times 0.5$$

b) **Cafeterias, Hospitals, Nursing Homes, and Other Commercial Kitchens:**

$$\text{Size of Grease} = M \times (\text{GL}) \times (\text{ST}) \times (5/2) \times (\text{LF})$$

Interceptor in Gallons

where: M = Meals per day

GL = Gallons of wastewater per meal, normally 4.5 gallons

ST = Storage capacity factor -- minimum of 1.7

LF = Load factor depends on type of facilities present:

- 1.25 for diswashing - -
0.50 without dishwashing

A commercial kitchen, for example, serving 1,000 meals per day, with a typical discharge of 4.5 gallons per meal, using a storage capacity factor of 1.7, and a load factor of 0.5 (no dishwasher), the size of the grease trap would be as follows:

$$\text{Size of Grease} = M \times (\text{GL}) \times (\text{ST}) \times (5/2) \times (\text{LF})$$

$$\text{Interceptor } 9,562.5 \text{ gal} = 1,000 \times 4.5 \times 1.7 \times 2.5 \times 0.5$$

c) In no case will the exterior grease interceptor be less than 750

- gallons in capacity, as stipulated in the National Plumbing Code.
- d) The inlet and outlet of the grease trap shall be provided with "T" baffles which extend to a depth of 12.0 inches above tank floor and well above the liquid level.
 - e) To facilitate maintenance of EGI's:
 - 1) Manholes extending to finished grade shall be provided;
 - 2) Covers shall be of gas-tight construction and shall be designed to withstand expected loads and to prevent access by children;
 - 3) The inlet and outlet lines to a retention facility shall have cleanouts that extend to finished grade; and
 - 4) All plugs should be brass countersunk at grade.
- 3) In those cases where interior grease interceptor (IGI) facilities are allowed, as stipulated in these rules and regulations, the design criteria for their installation shall include:
- a) The IGI shall be required to have an approved rate of flow related to the total number and capacity of the fixtures discharging into the unit as follows:

REQUIRED FLOW CAPACITY OF IGI FACILITY

Total Number of Fixtures Connected	Max. Capacity of Fixtures Connected (Gallons)	Required (GPM)
1	50	20
2	65	25
3	90	35

- b) The fixture capacity of a sink shall be calculated from the fixture volume x 75% minimum fill divided by the drainage load of one (1) minute. Fixture drainage capacity of other than sinks shall be determined from appropriate manufacturer's literature.
 - c) No more than four (4) fixtures shall be connected to any one IGI.
 - d) Water cooled IGI's are prohibited.
 - e) Grease interceptors must be designed so that they will not become air-bound if tight covers are used.
 - f) Flow control devices, if required, shall be installed at the drain outlet of each grease-producing fixture, not at the inlet of the IGI. In order to meet PDI standards, flow control devices that are installed in the floor must be in a pit sized to allow easy access.
 - g) Flow control devices having adjustable (or removable) parts are prohibited.
 - h) Interior grease interceptor facilities must be PDI approved.
- 4) Where automobiles are serviced, greased, repaired, washed or where gasoline is dispensed, separators shall have a minimum capacity of 6 cubic feet for the first 100 square feet of area to be drained plus one (1) cubic foot for each additional 100 square feet to be drained into the separator. Oil separators shall have a depth of not less than 2 feet below the invert of the discharge drain. The outlet opening of the separator shall have not less than an 18 inch water seal.
- 5) Grease collected from a grease interceptor must not be introduced into any drainage piping, public or private sewer.
- 6) No grease interceptor, interior or exterior, shall have any enzyme or other

opening for similar chemicals, nor shall they use automatic or manual solvent dispensers.

- 7) Grease interceptors and separators must be maintained in efficient operating condition by the periodic removal of accumulated grease and evidence of proper removal and disposal will be required.

- g) **Pre-Existing Grease Interceptor Facilities:**
Any commercial or industrial customers where grease interceptor facilities currently exist prior to the adoption of the grease interceptor amendments to the EWMUA's Rules and Regulations, dated May 14, 1992, will be exempt from these grease interceptor requirements, except in those cases where the Plumbing Subcode Official determines that the following conditions exist:

- 1) Inadequate sizing of grease interceptor equipment;
- 2) Insufficient maintenance procedures exist;
 - 3) Evaluation of flow parameters from wastewater sources exceed grease interceptor guidelines set forth in these rules and regulations;
 - 4) Plumbing system which separates grease interceptor facility from remainder of sanitary system, is not in place; or
 - 5) A sewage blockage has occurred or is occurring due to a failing system.

Should a customer's system be found to be inadequate, such customer shall immediately comply with section (i) (2) (b) below of these rules and regulations.

- h) **Maintenance:** To insure effective operation, grease interceptors will be located close to the wastewater source and cleaned at or before the receptacle reaches 75.0 percent of the grease-retention capacity. The operator of a grease interceptor shall keep a log book of all maintenance actions and evidence of proper disposal from the disposal services cleaning the retention receptacle for inspection by all agencies having jurisdiction.

- i) **Enforcement of Grease Interceptor Guidelines:**
Enforcement procedures will include:

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1) **New:** Denial of application for sewer connection pending installation of system.

2)

Pre-Existing:

a) Any commercial or industrial facilities that are currently on septic systems and are making application(s) to connect to the sanitary sewer system shall install a grease interceptor, according to the parameters of this section, prior to connection.

b)

Any commercial or industrial facilities that are found to have grease interceptor systems which are found to be inadequate in accordance with these rules and regulations, and are connected to the sanitary sewer system, and/or are in the process of changing owners, leases, or renters, the fee simple owner will be required to:

- 1) Submit to an inspection by the Plumbing Subcode Official in coordination with the EWMUA of grease retention equipment to determine adequacy of system sizing;
- 2) Update the system before the new operator can initiate business;
- 3) Obtain all necessary approvals; and
- 4) Provide evidence of installation.

Failure to comply will result in the penalties specified under 4-5.0101(1).

j) **Failing Systems:** Any commercial or industrial facility that is currently operating a grease retention system and experiences a blockage due to a failing system, will be required to:

- a) refund the Authority for any service related activity required to remove the blockage; and
- b) upgrade

his system within a specified time period agreed to between the fee simple owner and the Plumbing

Subcode Official if the current system is found to be undersized or otherwise inadequate.

Failure to comply will result in the penalties specified under 4-5.0101(1).

k)

Retrofitting: Any commercial or industrial facility that is found to be operating without a grease interceptor system, even though there has been no history of blockages from their location, shall be required to install a grease retention facility within a specified time period and agreed to between the fee simple owner of the property and the Township Plumbing Subcode Official. The time period for compliance with this policy shall be defined as follows:

a) An interview with the Authority will be requested immediately upon receipt of notice to discuss installation of an appropriately sized system. The customer will submit plans or technical drawings to install a grease retention facility as stipulated in this policy within six (6) months after receiving notice that a grease discharge problem exists.

b) The customer will have up to one (1) year to install a grease retention facility according to the plans submitted under (a), above.

Failure to comply will result in the penalties specified under 4-5.0101(1).

1) **Termination**

or Curtailment of Service: In cases where grease interceptor systems are found to be inadequate due to undersizing, blockages have occurred more than once, or the systems are not in place, the Authority shall have the option to discontinue or curtail water service to the responsible establishment. Following reasonable notice of discontinuance or curtailment of service for failure to eliminate any impermissible discharge, and until such time that an inspection by the Plumbing Subcode Official and in coordination with the EWMUA determines the installation or completion of repairs to the grease interceptor system is satisfactory using the

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flow parameters outlined under 4-5.0101(f) (1 & 2), the Authority will not renew water service.

4-5.0102 **Prohibited Discharges That May Contribute to Violation of NJPDES Permit:**

a) **Explosive and/or Flammable Mixtures:** Liquids, solids or gases which by reason of their nature or quantity are, or may be sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the treatment works or to the operation of the works; such materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides;

b) **Noxious Materials** refer to pollutants which, either singly or by interaction with other wastes, are capable of creating a public nuisance or hazard to life and health, or are present in sufficient concentrations to prevent entry into the treatment works for its maintenance and repair.

c) **Garbage** - of any kind.

d) **Radioactive Wastes** - of any type in any concentration.

e) **Solid or Viscous Wastes** - will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the treatment works. Specific materials may be prohibited at the discretion of the Executive Director.

f) **Excessive Discharge** refers to wastewater at a flow rate, or containing such concentrations or quantities of pollutants that, in the judgement of the Executive Director, may cause a treatment process upset, interference, or significant loss of efficiency.

g) **Toxic Pollutants** refer to any toxic substance in amounts exceeding standards promulgated by these rules and regulations and/or the Administrator of the EPA pursuant to Section 307 of the Federal Act or Section 4 of the State Act, including, but not limited to, those listed in Table 1, or any materials which may interfere with the biological processes or the efficiency of the treatment works or which will pass through the system.

h) **Stormwater** refers to discharge of stormwater including surface

water and ground water from sump pumps, cellar drains, and downspouts into the treatment works from any source.

i) **Discolored Materials** refers to wastes with color which would cause the treatment works to exceed water quality standards.

j) **Substances Interfering With Sludge Management** refers to any substance which may cause the POTW's sludge to be unsuitable for reclamation and reuse or to interfere with the reclamation program. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 or 503 of the Act; any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act or the "New Jersey Guidelines for the Utilization and Disposal of Municipal and Industrial Sludges and Septage".

k) **Corrosive Wastes** refer to any waste which will cause corrosion or deterioration of the treatment works; all wastes discharged to the treatment works must have a pH value in the range of 6.0 to 9.0 standard units; prohibited materials include, but are not limited to: acids, alkalines, sulfides, concentrated chloride and fluoride compounds, and substances which will react with water to form acidic or alkaline products which have a pH value that does not fall within the range stated above.

l) **Heat** refers to amounts which will inhibit biological activity in the treatment works, resulting in interference or causing damage, but in no case heat in such quantities that the temperature exceeds 65 degrees C (150 degrees F) at the treatment plant, unless the NJDEPE, upon request of the POTW approves alternate temperature limits.

m) **Pathogenic Bacteria** (viable) refers to other than those normal to domestic sewage.

4-5.0200 **Limitations on Wastewater Discharges:**

Table I represents the maximum concentration of certain pollutants allowable in wastewater discharges to the treatment works by any user. Dilution of any wastewater discharge is a violation of these rules and regulations. All users are limited by restrictions and prohibitions set forth in applicable State and Federal Regulations, including categorical Pretreatment Standards, as promulgated.

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Table I
Maximum Permissible
Concentration (mg/l)

<i>Pollutant</i>	<i>1 day max.</i>	<i>30 day avg.</i>
Aldrin	*	*
Dieldrin	*	*
DDE	*	*
DDD	*	*
DDT	*	*
PCB	*	*
Endrin (Manufacturer)	.0075	.0015
Endrin (Formulator)	*	*
Toxaphene (Manufacturer)	.0075	.0015
Toxaphene (Formulator)	*	*
Benzidine (Manufacturer)	.050	.010
Benzidrene (Dye Application)	.025	.010

NOTE: * Means Prohibited
from discharge.

The characteristics, per sample, of sewage and wastes, identified on Table 2, discharged into the treatment works shall not exceed the following standards in mg/l:

Table 2
Maximum Permissible
Concentration (mg/l)

<i>Pollutant</i>	<i>Maximum Concentration (mg/l)</i>
BOD	300
COD	500
Suspended Solids	350

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Total Solids	1,000
Phenols	0.5
Cyanide	2.0
Chromium	3.0
Copper	1.0
Iron	5.0
Nickel	3.0
Zinc	2.0
Boron	1.0
Lead	0.5
Oil and Grease	50
Arsenic	1.0
Aluminum	10
Cadmium	0.1
Silver	0.5
Selenium	0.5
Mercury	0.1

NOTE: Surface - Active agents or synthetic detergents shall be of an approved type with a high degree of biodegradability.

Modifications of Federal Categorical Pretreatment Standards.

4-5.0400 **State**

Requirements: State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in these rules and regulations.

4-5.0500 **EWMUA Right of Revision:** The EWMUA reserves the right to establish by resolution more stringent limitations or requirements on discharges to the treatment works if deemed necessary to comply with objectives presented in 4-1.0000 of these rules and regulations.

4.5.0600 **Dilution of Discharge:** No user shall ever increase the use of water to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the Federal Categorical Pretreatment Standards, or in any other pollutant - specific limitation developed by the EWMUA or State.

4-6.0000 **Control of Prohibited Wastes**

4-6.0100 **Regulatory Actions:** If wastewaters containing any substance prohibited, exceeding prescribed limits, or violating restrictions imposed by 4-2.0000 through 4-5.0000 of these rules and regulations, are discharged into the treatment works of the EWMUA, the Executive

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Director shall take all actions necessary to:

- a) Prohibit the discharge of such wastewater;
- b) Require a user to demonstrate that in-plant modifications will reduce or eliminate the discharge of such substances so as to be in conformance with these rules and regulations;
- c) Require pretreatment, including storage facilities, or flow equalization necessary to ensure complete compliance with these rules and regulations;
- d) Require the user making, causing or allowing the discharge to pay all the additional cost of expense incurred by the EWMUA for any damages caused by excess loads imposed on the treatment works;
- e) Take such other remedial action, including discontinuation of service, as may be deemed necessary or desirable to achieve the purpose of these rules and regulations; and
- f) Notify NJDEPE hotline of the discharge problem to initiate enforcement and/or emergency response procedures.

4-6.0200 **Pretreatment:**

Users shall provide all necessary wastewater treatment as required to comply with these rules and regulations and shall achieve compliance with all Federal Categorical Pretreatment Standards within the time limitations as specified by the Federal Pretreatment Regulations.

- a) Any facilities required to pretreat wastewater to a level acceptable to the EWMUA shall be provided, operated, and maintained at the user's expense.
- b) Detailed plans, specifications and other pertinent data relating to the pretreatment facilities and operating procedures shall be submitted by the user to the EWMUA for review, and shall be acceptable to the EWMUA before construction of the facility.
- c) The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying

the facility as necessary to produce an effluent acceptable to the EWMUA under the provisions of these rules and regulations.

d) Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the EWMUA prior to the user's initiation of the changes.

4-6.0300 **Pretreatment Facilities Operations:**

Pretreatment facilities shall be maintained in good working order and operated efficiently by the owner or operator at his/her own costs and expense, subject to the requirements of these rules and regulations and all other applicable State and Federal codes, ordinances, and laws.

4-6.0400 **Admission to Property:** Whenever it shall be necessary for the purpose of these rules and regulations, the Executive Director, the Wastewater Superintendent, the Commissioner and/or the Regional Administrator upon the presentation of credentials, may enter upon any property or premises at reasonable times for the purpose of:

a) Inspecting/copying any records required to be kept under the provisions of these rules and regulations, and

b) Inspecting any monitoring equipment or method, and/or measuring, sampling, and/or testing any discharge of wastewater to the treatment works.

4-6.0500 **Accidental Discharges:** Each user shall provide protection from accidental discharges of

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prohibited materials or other substances regulated by these rules and regulations.

a) Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the owner's or user's own cost and expense.

b) Detailed plans showing facilities and operating procedures to provide this protection shall be prepared by the user and kept on file. In case of an accidental discharge, the user shall immediately make available to the Executive Director copies of these plans.

c) The Executive Director will require from any SIU designee copies of the plan prior to the occurrence of an accidental discharge or at the point of application for sewer service.

d) No SIU designee who commences contribution to the POTW after the effective date of these rules and regulations shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the Executive Director.

e) Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility of modifying his/her facility as necessary to meet the requirements of these rules and regulations.

4-6.0501 **Telephone Notice:** In the case of an accidental discharge, or if, for any reason a user does not comply, or will be unable to comply, with any prohibition or limitation in these rules and regulations, the user responsible for such discharge shall immediately telephone and notify the Wastewater Treatment Superintendent of the incident (Administration/Laboratory Building - 443-7611 and Process Control Building - 443-7625, let ring, or East Windsor Township Police - 448-5678 in the event EWMUA employees can not be reached). The notification shall include location of discharge, type of waste, concentration and volume. Furthermore, such user shall take immediate action to contain the problem within the facility and minimize the discharge in order to prevent interference with the treatment process and/or damage to the treatment works.

4-6.0502 **Written Notice:** Within five (5) days following the accidental or noncomplying discharge, the user shall submit to the Executive Director a detailed written

report describing the date, time and cause of the discharge, the quantity and characteristics of the discharge and corrective action taken at the time of the discharge, and the measures taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this article or other applicable law.

4-6.0503 **Notice to Employees:** A notice shall be permanently posted on the user's bulletin board or other prominent place advising employees of the procedure to be followed in the event of a dangerous discharge. Employers shall insure that all employees who may cause or suffer such a dangerous discharge to occur are advised of the emergency notification procedure.

4-7.0000 **Industrial
Wastewater Monitoring and
Reports**

4-7.0100 **Reporting
Requirements For Industrial
Users**

- a) All industrial users subject to categorical pretreatment standards shall, at a minimum, comply with the reporting requirements contained in 40 CFR 403.12.
- b) For SIU's, the Authority will require copies of NJPDES permit.
- c) The Authority will require DMR's and all other NJPDES documents within five (5) days after submittal to NJDEPE.
- d) SIU's or SMU's will provide an annual report describing days and hours of operation, changes in manufacturing processes, and any other activities that describe changes to the quality of discharge by November 1 of each year.

NOTE:
Submittal of these documents as required in these rules and regulations will constitute the basis of the Authority's annual report to NJDEPE as required under the EWMUA's NJPDES permit.

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4-7.0200 Records and Monitoring

4-7.0201 **Recordkeeping Requirements:** All SIU's who discharge or propose to discharge wastewaters to the treatment works shall maintain such records of production and related factors, effluent flows and pollutant amounts or concentrations as are necessary to demonstrate compliance with the requirements of these rules and regulations and any applicable State or Federal pretreatment standards or requirements.

4-7.0202 **Accessibility of Records:** Such records shall be made available upon request by the Executive Director. All such records relating to compliance with pretreatment standards shall be made available to officials of the NJDEPE and/or the EPA upon demand. A summary of such data indicating the user's compliance with these rules and regulations shall be prepared and submitted to the Executive Director as provided in 4-7.0100. All records shall be retained for a minimum of five (5) years.

4-7.0203 **Installation of Monitoring Equipment:** The owner or operator of any premises or facility discharging industrial wastes into the treatment works may be required, at the discretion of the Executive Director, to install at his/her own cost and expense suitable monitoring equipment to facilitate the accurate observation, sampling and measurement of wastes. Such equipment shall be maintained in proper working order and kept safe and accessible at all times.

4-7.0204 **Installation Standards:** Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with EWMUA requirements and all applicable construction standards and specifications. Plans and specifications for all such work will be submitted to the Executive Director for approval prior to construction.

4-7.0205 **Exception:** In facilities where flow meters are not required, discharge statistics will be based on potable water consumed.

4-7.0300 Inspection, Sampling and Analysis

4-7.0301 **Representative Sampling Point:** All users proposing to connect to or continue to discharge to any part of the treatment works must make available a sampling point representative of the discharge which is acceptable to, and approved by the Executive Director. This point must be accessible to the EWMUA, the NJDEPE or EPA for purposes of conducting sampling inspections, compliance monitoring and/or metering operations. The costs for installing and maintaining such representative sampling point shall be borne by the industrial user.

4-7.0302 **Compliance Determination:** Compliance determinations by the Executive Director, the Wastewater Superintendent, the Commissioner and/or the Regional Administrator, with respect to 4-5.0000 and 4-6.0000 prohibitions and limitations, shall be made on the basis of either instantaneous grab samples or 24 hour composite samples of wastewater, or 24-hour discreet samples as otherwise may be determined by the NJDEPE or the EPA.

4-7.0303 **Analysis of Industrial Wastewater:** Laboratory analysis of industrial wastewater samples shall be performed in accordance with procedures approved under 40 CFR part 136 and any other applicable Federal and State regulations.

4-7.0304 **Sampling Frequency:** Sampling of industrial wastewater for the purpose of compliance determinations with respect to 4-5.0000 and 4-6.0000 prohibitions and limitations will be done at such intervals as the Executive Director, the Wastewater Superintendent, the Commissioner and/or Regional Administrator may designate. However, it is the intention of the Executive Director to conduct compliance sampling or to cause such sampling to be conducted for all significant industrial users and significant major users at least once in every one (1) month period.

4-7.0305 **Sampling and Analysis:** Sampling and analysis shall be performed by the EWMUA or its designated laboratories. All sampling and analyses and related equipment will be provided at a cost to the industrial/commercial user.

4-7.0306 **Sampling and Analysis Fees:** Costs for sampling and analysis performed by the EWMUA or their designated laboratory shall be billed to each industrial/commercial user on a quarterly basis. (Refer to Schedule IX, Schedule of Sampling and Analysis Fees)

4-7.0307 **Reserved**

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4-7.0308 **Confidential Information:** Information and data on a user obtained from reports, questionnaires, applications, permits, and monitoring programs and from inspections shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the EWMUA that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the user.

When requested by the person furnishing a report, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request of the EPA and/or the NJDEPE for uses related to these rules and regulations, the NJPDES and/or the State or Federal pretreatment program; provided however, that such portions of a report shall be available for use by the State in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

Information accepted by the EWMUA as confidential, shall not be transmitted to any governmental agency by the EWMUA until and unless a ten (10) day notification is given to the user.

4-8.0000 **User Surcharge**

Where in the opinion of the EWMUA, sewage and other wastes have a deleterious character or adversely affect the treatment processes, the EWMUA reserves the right to surcharge the person, customer(s) and/or owner(s) causing, allowing or otherwise permitting the discharge thereof into the sewerage system the added operating and treatment costs occasioned thereby and may terminate service to said person, customer(s) and/or owners and/or require such sewage and wastes be treated by said

person, customer(s) and/or owner(s) to remove or neutralize the objectionable substances or unduly high concentrations of substances before discharge into the system.

4-9.0000 **Enforcement
Procedures**

4-9.0100 **Harmful**

Contributions: The EWMUA may suspend the wastewater treatment service and/or an Industrial Discharge permit when such suspension is necessary in the opinion of the EWMUA, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health and welfare of persons, to the environment, causes interference to the POTW or causes the EWMUA to violate any condition of its NJPDES permit or sludge management plan. Any person notified of a suspension of the wastewater treatment service shall immediately stop or eliminate the wastewater discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the EWMUA shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individuals. The EWMUA shall reinstate the wastewater treatment service upon proof of the elimination of the noncomplying discharge. A detailed written statement

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submitted by the user describing the causes of the harmful discharge and the measures taken to prevent any future occurrence shall be submitted to the EWMUA within fifteen (15) days from the date of notification of suspension by EWMUA.

4-9.0200 **Termination of Service:** Any user who violates the following conditions of these rules and regulations, or applicable State and Federal regulations, is subject to having his/her service terminated and/or fines imposed in accordance with N.J.S.A. 58: 11-56 and the procedures of this section as follows:

- a) Failure of a user to factually report the wastewater constituents and characteristics of his discharge;
- b) Failure of the user to report significant changes in operations, or wastewater constituents or characteristics;
- c) Refusal of reasonable access to the user's premises for the purpose of inspecting or monitoring;
- d) Violation of provisions of these rules and regulations.

4-9.0300 **Legal Action:** Any discharge in violation of these rules and regulations or an Order of the EWMUA shall be considered grounds for legal action. If any person discharges sewage, industrial wastes or other wastes to the treatment works contrary to the provisions of these rules and regulations or any Order of the EWMUA, the EWMUA shall commence an action for injunctive relief and appropriate legal damages in a

Court of appropriate
jurisdiction.

4-10.0000 **Fees Generally**

It is the purpose of this section to establish fees for users of the EWMUA wastewater disposal system for activities not included in the EWMUA's annual operating budget. The applicable charges or fees shall be set forth in the EWMUA's schedule of charges and fees. (Refer to Schedule V, Permit Fees, Inspection Fees, and Performance Guarantees)

4-10.0100 **Charges and Fees:** The EWMUA may adopt charges and fees which may include:

- a) Fees for filing applications;
- b) Fees for sampling and analysis of pollutants otherwise subject to federal pretreatment standards;
- c) Other fees as the EWMUA may deem necessary to carry out the requirements contained herein.

4-10.0200 **Separability:** These fees relate solely to the matters covered by these rules and regulations and are separate from all other fees chargeable by the EWMUA.

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CHAPTER V

**WATER AND SANITARY SEWER
MAIN EXTENSIONS**

5-1.0000 **General Requirements**

5-1.0100 **Definitions:**

The EWMUA may, from time to time, authorize extension of portions of the Authority's water and/or sanitary sewer system(s) to areas within East Windsor Township not having such system(s) or facilities presently available to service proposed construction, developments or improvements. Such extensions will fall into one of two categories:

5-1.0101 **Off-Tract Extensions:** Extensions that are constructed by the EWMUA from an existing portion of an EWMUA water and/or sanitary sewer system to the applicant's property, which extensions are neither located upon applicant's property, nor a contiguous portion of the street or right-of-way.

5-1.0102 **On-Tract Extensions:** Extensions constructed by an applicant to service his proposed construction development or improvements which are located either on his property, or on a contiguous portion of the street or right-of-way between the right-of-way line and the centerline of said street.

5-1.0200 **Capacity**

Determination: Any such extensions, outlined in 5-1.0101 and 5-1.0102 above shall be subject to the determinations of the EWMUA of the availability of an adequate supply of water and/or the availability of sufficient capacity of the sanitary sewer system to service the proposed construction, development or

improvement. (See Chapter
III, 3-1.0000)

5-1.0300 **Service
Restrictions:** Any such
application shall be
considered by the EWMUA in
light of its available
sewerage capacity at that
time, any alternative
treatment and disposal methods
for the proposed additional
wastewater flows of the
applicant, any operating
mandates or restrictions
imposed by law or responsible
governmental agencies, and any
other factors existing at that
time affecting the EWMUA's
ability or responsibilities to
provide adequate sewerage
service to its customers or
the inhabitants of East
Windsor Township.

5-1.0400 **Determination
of Financial Feasibility:** The
EWMUA shall also determine the
feasibility of the
extension(s) subject to the
provisions of the Bond
Resolution, adopted by the
EWMUA, which governs the
availability of funds,
saleability of bonds, or any
other financial determination
the EWMUA must make to assure
the terms and/or conditions by
which such extension(s) can be
constructed.

5-1.0500 **Responsibility
of Applicant:** In the event
that extensions or
improvements of the EWMUA's
water and/or sanitary sewer
system or facilities are
necessary to provide service
to an applicant, it shall be
the applicant's obligation to

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pay for such extension(s) or improvement(s).

5-1.0600 **Special Agreements:** Such extension(s) may be subject to special agreements between the applicant and the EWMUA, in addition to the Rules and Regulations contained herein, which shall be approved by the EWMUA's engineer and solicitor.

5-1.0700 **Liability Determination:** In the case of applications requiring technical review, or with

industrial or commercial customers, the EWMUA may make connection approval contingent upon the applicant's execution of an indemnity agreement, indemnifying the Authority against loss, either resulting from damage to its sanitary sewer system or operations, or from liability of any third party claims or loss, caused by the proposed connection or by the applicant's failure to perform any of the terms and conditions of the connection approval. Such agreement may include provisions requiring that the applicant provide the EWMUA with liability insurance coverage as further protection against any such claims or loss.

5-1.0800 **Off-Tract Extensions**

5-1.0801 **Conditions For Service:** Any person, or corporation desiring water and/or sanitary sewer service from the EWMUA in an area in which the Authority does not have existing water and/or sanitary sewer(s), shall as a condition precedent to his application for a connection

permit from the EWMUA, request in writing, along with the preliminary application (Form WSP), the required off-tract extensions, submitting any supporting documents showing locations, sizes, types, composition and qualities of facilities required to serve the proposed subdivision, housing project, development or improvement and any other information sufficient enough to enable the EWMUA to determine the feasibility of the off-tract extension(s).

5-1.0802 **Rights of EWMUA:** The EWMUA shall have the sole and exclusive right to determine the size, design, construction and operation of such off-tract extension(s) or facilities, subject to the regulatory requirements, promulgated by Federal, State, County or local agencies having jurisdiction and/or approval authority over such extension(s) or facilities.

5-1.0900 **On-Tract
Extensions**

5-1.0901 **Conditions For Service:** Any water and/or sanitary sewer main extension(s) or water and/or sanitary sewer system facilities located either on private property or a contiguous portion of the adjoining street or right-of-way and constructed, installed or otherwise connected to the EWMUA system(s), pursuant to any provisions contained herein, shall be constructed and installed only in accordance with plans and specifications approved by the EWMUA Engineer. The plans for the construction and installation of any on-tract extension(s) shall provide for water and/or sanitary sewer lines and appurtenances to be constructed and installed by the applicant along all existing and proposed streets within and immediately adjacent or contiguous to the properties included under the subdivision or site plan application for the entire length of the portion of those streets or rights-of-way which adjoin the property of the applicant. Said improvements shall be installed within the portion of the street between the right-of-way line adjoining the property and the centerline of said street as directed by the Authority. Approval, inspection, and acceptance of such connection(s) and/or required extension(s) to the existing EWMUA system(s) shall be in conformance with the provisions as outlined in Schedule V, Permit Fees, Inspection Fees and Performance Guarantees and Chapter IX, Construction Specifications For The EWMUA Water and Sewer System(s), of these Rules and Regulations.

5-1.0902 **Rights of EWMUA:** Upon completion and acceptance for the operation of these extension(s) or facilities by the EWMUA, such water and/or sanitary sewer

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main extension(s) or facilities shall become the sole and exclusive property of the EWMUA, except as may be otherwise designated in a service contract between the EWMUA and the applicant. The acceptance and responsibility for the operation of the system(s) is exclusive of any service lines and/or laterals installed on the water and/or sewer mains.

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