

LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY
SEWER USE RULES AND REGULATIONS



COUNTY OF HUNTERDON
STATE OF NEW JERSEY

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CHAPTER I

GENERAL PROVISIONS

1-1 SHORT TITLE.

- a. The Rules and Regulations shall be adopted by resolution and shall be titled "Sewer Use Rules and Regulations of the Lambertville Municipal Utilities Authority" and shall also be known by the short title of "Authority Rules and Regulations" and may be referred to as the "Rules and Regulations."
- b. The "Sewer Use Rules and Regulations" shall also include all revisions as may be adopted in the future.

1-2 ADOPTION OF RULES AND REGULATIONS BY RESOLUTION.

The "Sewer Use Rules and Regulations" shall be and are hereby declared to be the "Sewer Use Rules and Regulations of the Lambertville Municipal Utilities Authority," Lambertville, New Jersey by resolution duly adopted by the Lambertville Municipal Utilities Authority to wit:

- a. Rules and Regulations governing the use of public and private sewers and drains, private wastewater disposal, the installation and connection of building sewers, and the discharge of water and wastes into the public sewer system and providing penalties for violations thereof;
- b. The Federal Government has enacted and amended the Federal Water Pollution Control Act now known as the Federal Clean Water Act (33 U.S.C. 1150 et seq.) and the Lambertville Municipal Utilities Authority desires to remain in compliance therewith;
- c. The Lambertville Municipal Utilities Authority desires to assure that the use of the public wastewater system operated by it will conform to the best sanitary engineering practices;
- d. The Lambertville Municipal Utilities Authority desires to regulate the use of the public wastewater system operated by it; and
- e. Wherever there is a conflict between federal, state, local and other rules, the strictest shall govern if legally possible.

1-3 INCORPORATION INTO CUSTOMER CONTRACT.

These "Sewer Use Rules and Regulations of the Lambertville Municipal Utilities Authority" as they are now adopted and as they may be revised are a part of the contract with every customer who utilizes the sewerage facilities; and every such customer, by utilizing the facilities, agrees to be bound thereby.

1-4 PURPOSE

The purpose of these Rules and Regulations is as follows:

- a. To prohibit the discharge into the Authority's wastewater facilities any pollutants that will interfere with its normal operations or contaminate the resulting residuals quality including sludge quality;

- b. to protect the public health and welfare,
- c. to protect the environment,
- d. to provide for the maximum possible beneficial public use of the Authority's wastewater facilities through regulation of sewer construction, sewer use, and wastewater discharges;
- e. to provide for equitable distribution of the costs of the Authority's wastewater discharges;
- f. to provide for equitable distribution of the costs of the Authority's wastewater facilities; and
- g. to provide procedures for complying with the requirements contained herein.

1-5 VIOLATIONS AND PENALTIES.

1-5.1 These Rules and Regulations are adopted pursuant to N.J.S.A. 58:10A -6(i) and N.J.S.A. 58:10A-10f and appropriate State Laws and Regulations, Federal Statutes and Municipal Ordinances.

1-5.2 Any violation of the Rules and Regulations, including the failure to pay any applicable fees and charges imposed, or any conditions or limitations of a Permit issued pursuant thereto, shall result in such penalties as are provided by law. Said penalties shall be in addition to any sanctions authorized under these Rules and Regulations.

1-5.3 In addition to such penalties as may be provided by law, the Authority may institute a civil action, including injunctive relief, fines, civil penalties, and/or request that the Attorney General or County Prosecutor bring criminal action against any Person violating these Rules and Regulations. Such Person shall also be civilly liable for such damages that may result to the Authority, as a result of said violations.

1-5.4 Notwithstanding any other provisions of these Rules and Regulations, any User who fails to comply with the Rules and Regulations shall be liable to a fine in an amount not to exceed \$50,000 per day for each day or part thereof that such violation exists. Pursuant to 1.5, the Authority may impose a fine upon any User who fails to submit a self-monitoring, compliance or other report when due.

1-5.5 Pursuant to N.J.S.A. 58:10.4, the Authority may issue a summons for any violation of these Rules and Regulations, including any self-monitoring and reporting requirements.

1-5.6 Unpaid charges (including those imposed under 1-5.3 and 1-5.4) and rentals for connection to and use of the sanitary sewer system shall be liens upon the premises connected until paid, and the Authority shall have the same remedies for the collection thereof, with interest, costs and penalties, as a municipality has by law for the collection of taxes upon real estate.

1-6 SCOPE.

1-6.1 Scope of Regulations. The definitions of terms used in these "Revised Sewer Use Rules and Regulations of the Lambertville Municipal Utilities Authority" are found in Chapter II. The provisions of these Rules and Regulations shall apply to the discharge of all wastewater to facilities of the Authority. These Rules and Regulations provide for use of the Authority's wastewater facilities, regulation of sewer construction, control of the quantity and quality of wastewater discharged, wastewater pretreatment, equitable distribution of costs, assurance that existing

customers' capacity will not be preempted, approval of sewer construction plans, issuance of wastewater discharge permits, minimum sewer connection standards and condition, and penalties and other procedures in cases of violation of these Rules and Regulations.

1-6.2 Applicability. These Rules and Regulations shall apply in their entirety to the City of Lambertville and to persons outside the City who are, by contract or agreement with the Authority, users of the Authority's wastewater sewers or wastewater treatment facilities and are directly billed by Lambertville Municipal Utilities Authority. All customer government units shall be governed by those sections of the Rules and Regulations dealing with the quantity and quality of acceptable waste.

1-7 CONSTRUCTION.

For the purpose of these Rules and Regulations and any revisions hereafter adopted, except as the context may otherwise require:

The present tense includes the past and future tenses and the future, the present.

The masculine gender includes the feminine and neuter.

The feminine gender includes the masculine and neuter.

The singular number includes the plural and the plural, the singular.

Shall is mandatory and *may* is permissive.

The time within which an act is to be done shall be computed by excluding the first and including the last day, and if the last day be a Sunday or a legal holiday, that day shall be excluded.

Writing and written includes printing, typewriting and any other mode of communication using paper or similar material which is in general use, as well as legible handwriting.

And may be construed as meaning or, and or as and, if the sense requires and indicates such meaning.

Whenever a specific time is used in these Rules and Regulations, it shall mean the prevailing and established time in effect in the State of New Jersey during any day in any year.

Any citation of a Statute, law or ordinance contained in these Rules and Regulations shall be deemed to refer to such Statute, law or ordinance as amended, whether or not such designation is included in this citation.

1-8 SEVERABILITY.

A finding by any court or other jurisdiction that any part or provisions of the "Sewer Use Rules and Regulations of the Lambertville Municipal Utilities Authority" is invalid shall not affect or impair the validity of any other part or provision of these Rules and Regulations which can be given full force and effect without the invalid parts or provisions.

1-9 REPEALER.

All resolutions, agreements, or amendments or parts of resolutions, agreements, or amendments inconsistent with provisions of these Rules and Regulations are hereby repealed to extent of such inconsistency.

1-10 AMENDMENTS TO THE "SEWER USE RULES AND REGULATIONS OF THE LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY."

Public notice shall be given in accordance with applicable provisions of the State of New Jersey prior to adoption of any amendments of these Rules and Regulations.

1-11 "SEWER USE RULES AND REGULATIONS OF THE LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY" TO BE MAINTAINED BY EXECUTIVE DIRECTOR.

The Executive Director or someone authorized and directed by the Director shall keep up-to-date the official copy of the book containing "The Sewer Use Rules and Regulations of the Lambertville Municipal Utilities Authority" required to be filed in the office of the Executive Director for the use of the public.

CHAPTER II

DEFINITIONS

2-1 WORDS AND PHRASES DEFINED.

2-1.1 Definitions. Unless the context of usage indicates otherwise, the meaning of specific terms in the Rules and Regulations shall be as set forth in N.J.S.A. 58:10A-3, and as follows:

Act shall mean the Federal Clean Water Act, as amended.

ASTM shall mean the American Society for Testing and Materials.

Authority shall mean the Lambertville Municipal Utilities Authority or its representatives.

Authority's Authorized Agent shall mean the Consulting Engineer or other individual authorized by the Authority to act for the Authority.

BOD (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20°C) degrees Celsius expressed in milligrams per liter.

Building Sewer shall mean the pipe, starting at the exterior wall, of a building wastewater plumbing system to the service lateral.

Chlorine Demand shall mean the amount of chlorine, in milligrams per liter, which must be added to sewage to produce a chlorine residual of five-tenths (0.5) milligram per liter after a contact period of sixty (60) minutes, in accordance with procedures set forth in Standard Methods.

Combined Sewer shall mean a sewer intended to receive both wastewater and storm or surface water.

Commercial User (Class II) shall mean and include any property occupied by a nonresidential establishment not within the definition of an "Industrial User (Class III)", and which is connected to the wastewater facilities.

Connection shall mean the physical joining to the LMUA system of any structure either directly through a lateral to the LMUA sewer or indirectly through existing laterals or plumbing in such a manner that water borne waste may be discharged to the sewer. Adding additional square footage to a nonresidential building in excess of one thousand (1,000) square feet or, adding an additional dwelling unit to a residential building shall constitute a connection.

Connection Fee: See Hookup Fee.

Connection Unit shall mean a physical connection into the collection system, either direct or indirect which uses the capacity equal to one dwelling unit. (See "Sewer Rental Unit".)

Curb Vent or Cleanout shall mean the vent or clean out along the service line where a service lateral connects with a building sewer running from the owner's premises. The curb vent or cleanout shall usually be located adjacent to the curb abutting a street servicing the owner's premises or where the lateral meets the right-of-way line if there is no curb line.

Day shall mean the twenty-four hour period beginning at 12:01 a.m.

Dwelling Unit shall mean one (1) or more rooms for living purposes, together with a stove, sink, refrigerator, toilet and bath or shower, which are used as or intended to be a common household. Each shall be accessible from the outdoors either directly or through an entrance hall shared with other dwelling units.

Easement shall mean an acquired legal right for the specific use of land owned by others.

Employee shall mean a person who works twenty (20) hours or more per week for the Lambertville Municipal Utilities Authority.

Engineer shall mean the Authority's engineer who is engaged at the time to serve the Authority for the design, inspection of construction and operation of the Authority's sanitary sewerage system.

EPA shall mean the United States Environmental Protection Agency.

Equivalent Dwelling Unit shall mean the ratio of projected average daily usage of the Applicants facility to average daily usage for a single family home and shall be equal to 300 gallons per day.

Garbage shall mean the solid animal and vegetable wastes resulting from the domestic or commercial handling, storage, dispensing, preparation, cooking, serving and sale of foods.

Grease Interceptor (Grease Trap) shall mean a receptacle designed to separate and retain grease, oil and other fatty substances from wastes.

Ground Garbage shall mean the residue from the preparation, cooking and dispensing of food that has been shredded to such degree that all particles

will be carried freely in suspension under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2") inch in any dimension.

Groundwater shall mean water within the earth.

Hookup Fee (interchangeable with "Connection Fee") shall mean the fee imposed upon a user by LMUA for each flat rate sewer rental unit for access into the sewerage collection system.

Improved Property shall mean any property within the sewered area upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sanitary sewage or industrial wastes shall be or may be discharged.

Industrial User (Class III) shall mean any nonresidential user identified in Division A, B, D, E or I of the Standard Industrial Classification Manual, 1972 Office of Management and Budget. Class III shall also include any user which discharges wastewater containing toxic or poisonous substances, or any substances which cause interference in the wastewater facilities.

Industrial Wastes shall mean any solid, liquid or gaseous substance discharged, permitted to flow or escape in the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery or processing of natural resources, as distinct from sanitary sewage.

Infiltration shall mean water, other than wastewater that enters a sewerage system, including sewer service connections, from the ground through such means as defective pipes, pipe joints, connections or manholes. "Infiltration" does not include and is distinguished from inflow.

Inflow shall mean water, other than wastewater, that enters a sewerage system, including sewer service connections, from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. "Inflow" does not include and is distinguished from infiltration.

Interference shall mean inhibition or disruption of any sewer system, wastewater treatment process, sludge disposal system, or other operation, which substantially contributes to an actual or potential violation of applicable discharge permits.

LMUA shall mean the Lambertville Municipal Utilities Authority, also referred to as the "Authority."

Natural Outlet shall mean any outlet into a watercourse, ditch, lake, or any other body of surface or ground water.

Normal Sewage shall mean sewage with a maximum:

- a. Five-day biochemical oxygen demand of two hundred fifty (250) milligrams per liter or less.

b. Suspended solids content of three hundred (300) milligrams per liter or less.

c. Chlorine demand of five (5) milligrams per liter or less.

N.J.P.D.E.S. shall mean the New Jersey Pollutant Discharge Elimination System permit program which is solely administered by the State of New Jersey.

N.P.D.E.S. shall mean National Pollutant Discharge Elimination System permit program, whether administered by the EPA or by the State of New Jersey.

Officer or Official and the title of an officer or official shall be construed as if the words "of the Lambertville Municipal Utilities Authority" followed it.

Owner shall mean the person or persons who legally own, lease or occupy private property with wastewater facilities which discharge or will discharge to the Authority's wastewater facilities.

Owner shall also mean any person vested with ownership, legal or equitable, sole or partial, of any property located in the sewer area.

Owner-of-Record shall mean the person(s) to which the City of Lambertville sends the tax bill.

Permit Fee shall mean that fee required by the Authority prior to issuing a permit to a person to connect to the main sewer system.

Person shall mean any individual, firm, company, association, society, partnership, corporation, municipality, or other similar organization, agency or other legally constituted group or entity.

pH shall mean the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions, in gram-moles per liter of solution, and indicates the degree of acidity or alkalinity of a substance.

Pretreatment shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to discharge to the Lambertville Municipal Utilities Authority wastewater facility.

Pretreatment Standard shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 3-7b. and c. of the act, which applies to industrial users; or similar standards applied by DEP or LMUA.

Properly Shredded Garbage shall mean garbage that has been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in the wastewater sewers, with no particle greater than one-half (1/2") inch in any dimension.

Residential User (Class I) shall mean all premises used only for human residency and which is connected to the wastewater facilities.

Sanitary Sewage, also called Sanitary or Domestic Wastewater, shall mean normal water-carried household and toilet wastes from an improved property.

Sanitary Sewer shall mean a sewer that conveys sewage or industrial wastes, or a combination of both, and into which storm, surface and ground waters or unpolluted water are not intentionally admitted.

Sanitary Sewer System shall mean all facilities as of any particular time situated in the sewered area for the collection, pumping, treating and disposing of sanitary sewage and industrial wastes.

Service Lateral shall mean that part of the sewer line from the main sewer system to the curb line or to the property line if there is no curb, or to the right of way line of an easement.

Sewage shall mean household and commercial wastewater that contains human waste, but distinguished from industrial wastewater. (also called "Sanitary Sewage and "Wastewater")

Sewage Treatment Plant shall mean a facility operated for the treatment of sewage and industrial wastes.

Sewer: See "Sanitary Sewer".

Sewer Rental Unit shall mean the basis for assigning charge to individual user based on the character of that use as indicated in Chapter VII.

Sewer System: See "Sanitary Sewer".

Sewerage: See "Sanitary Sewer System".

Sewered Area shall mean that portion of the City and surrounding areas as designated in which there is constructed a sewage collection system and as from time to time may be constructed and extended.

Slug shall mean any discharge of water, sewage or industrial waste which exceeds, in connection with any given constituent or in quantity of flow, for any period of longer duration than fifteen (15) minutes, more than five (5) times its average hourly concentration flow.

Standard Methods shall mean the examination and analytical procedures set forth in the most recent edition of Standard Methods for the Examination of Water, Sewage and Industrial Wastes, published jointly by the American Public Health Association, the American Water Works Association and the Water Environment Federation.

Storm Sewer shall mean a sewer that carries storm, surface and ground water drainage, but excludes sewage and industrial wastes. A storm sewer carries water which is not intended to be transported to a treatment facility.

Surcharge shall mean a charge, in addition to the service charge rental, which is levied on those persons whose wastes are greater in strength than the concentration values established as representative of normal sewage.

Surface Water shall mean water which occurs when the rate of precipitation exceeds the rate at which water may infiltrate into the soil or water in streams and ponds.

Suspended Solids shall mean solids that either float on the surface of or are in suspension in water, sewage or other liquids and which are removable by laboratory filtration. The standard laboratory procedure shall be that found in the latest edition of "Standard Methods."

Toxic Substance shall mean any substance, including copper, cyanide and chromium compounds, which inhibits the biological activity of humans, animals or other organisms.

W.E.F. shall mean Water Environment Federation formerly known as the Water Pollution Control Federation.

CHAPTER III

ADMINISTRATION

3-1 AUTHORITY TO ADMINISTER AND ENFORCE.

3-1.1 Enforcement. Except as otherwise provided herein, the Lambertville Municipal Utilities Authority, through its authorized representatives, shall administer, implement and enforce the provisions of these Rules and Regulations.

3-1.2 Statutory Authority; Sewers and Drains to Remain under Control of Authority. Charges, rents, rules, regulations, conditions and restrictions as to connection to and use of sewers in the City of Lambertville shall be under the control and management of the Lambertville Municipal Utilities Authority pursuant to N.J.S.A. 40:14A-1 et seq.

3-1.3 Purpose of Charges. The charges provided for herein are reasonable and necessary to pay the expenses for the operation and maintenance of the sewerage system, including reserves, insurance, extension and replacements, and to pay punctually the principal of and interest on the Authority's bonds issued to finance construction and to maintain such reserves therefore as may be required and as are determined necessary and desirable by the Authority. A portion of the charges provided for herein shall be used to establish a replacement cost fund for the replacement of major equipment, including but not limited to pumping systems utilized in sewerage system. Such a fund will be established upon the recommendation of the Authority Engineer based upon the expected useful life of any major equipment utilized in the sewerage system and the expected replacement cost thereof.

3-2 PAYMENT OF FEES AND CHARGES.

3-2.1 Payment to Lambertville Municipal Utilities. All fees and charges payable under the provisions of these Rules and Regulations shall be paid to the Lambertville Municipal Utilities Authority. Such fees and charges shall be as set forth herein or as established in the latest edition of the Lambertville Municipal Utilities Authority's Rate Schedule.

3-2.2 Purpose of Collection of Fees, Penalties and Charges. All fees, penalties and charges collected under the "Sewer Use Rules and Regulations of the Lambertville Municipal Utilities Authority" and the "Lambertville Municipal Utilities Authority's Rate Schedule" shall be used for the sole purpose of constructing, operating or maintaining the wastewater facilities of the Authority, the retirement of debt incurred for same or other uses as permitted or required by law.

3-2.3 Charges Payable on Receipt of Notice. All fees and charges payable under the provisions of these Rules and Regulations are due and payable upon the receipt of notice of charges. Unpaid charges shall become delinquent and shall be subject to penalty and interest charges as provided for the latest edition of the Lambertville Municipal Utilities Authority's Rate Schedule.

3-2.4 Taxes and Payments to Be Made Prior to Hearings or Issuance of Approvals or Permits. The Lambertville Municipal Utilities Authority shall not hear any matter or issue any approval or permit if:

- a. The owner of the property involved owes any money for the property in question to the City of Lambertville for taxes or other municipality imposed liens.
- b. The owner of the property involved owes any money to the Lambertville Municipal Utilities Authority for any reason.
- c. The applicant in question owes money to the Lambertville Municipal Utilities Authority for any reason.

3-3 INSPECTIONS

3-3.1 Entry onto Customer Property. The representatives of the Lambertville Municipal Utilities Authority, bearing proper credentials and identification, shall have the right of access and shall be permitted to enter properties at any reasonable time for the purposes of inspection, observation, measurement, sampling and testing of the wastewater discharge to ensure that the discharge to the Authority's wastewater facilities is in accordance with the provisions of these Rules and Regulations and to determine the correct user charges.

3-3.2 Entry onto Private Property.

- a. The representatives of the Lambertville Municipal Utilities Authority, bearing proper credentials and identification, shall have the right of access and shall be permitted to enter all private property through which the Authority holds an easement for the purposes of inspection, observation, measurement, sampling, repair and maintenance of any of the Authority's wastewater facilities lying within the easement. All entry and any subsequent work on the easement shall be done in full accordance with the terms of the easement pertaining to the private property involved. All applications for permits for connections shall contain an agreement permitting such access as a condition of granting the permit.
- b. While performing the necessary work on private properties referred to in subsections 3-3.1 and 3-3.2, the Authority shall observe all safety rules established by the owner or occupant of the property and applicable to the premises.
- c. During the performance on private properties of inspections, wastewater sampling, or other similar operations referred to in subsections 3-3.1 and 3-3.2, the owner and occupant shall be:
 1. Held harmless for personal injury or death of the Authority, personnel; and
 2. Indemnified against loss of or damage to property of the Authority or of the owner or occupant by the Authority; and

3. Indemnified against liability claims asserted against the owner or occupant for personal injury or death of an employee of the Authority or for loss of or damage to property of the Authority except as such may be caused by negligence or failure of the owner or occupant to maintain safe conditions as required by this section and other applicable laws and standards.

3-3.3 Sump Pump Inspections. An inspection by the Lambertville Municipal Utilities Authority will be required of any sanitary sewage connection of any property for which outstanding sewer user fees are requested for transfer of title and that the inspection will be a condition precedent for the giving of the said outstanding user fees by the Lambertville Municipal Utilities Authority.

3-4 PROTECTION OF CAPACITY FOR EXISTING USERS.

The Authority shall not issue a permit for any class of connection to the Authority's wastewater sewers or wastewater treatment facilities unless there is sufficient capacity, which has not legally been committed to other users in the wastewater sewers and treatment facilities, to convey and adequately treat the quantity of wastewater which the requested connection will add to the system. The Authority may permit such a connection if there are legally binding commitments to provide the needed capacity.

3-5 PROCEDURES PRIOR TO USE OF NEW SEWER MAIN.

The Authority shall not permit a connection to a new sewer main until the Authority has approved the new main for actual operation and all easements, if applicable, have been accepted by the Authority and recorded at the Hunterdon County Clerk's office.

3-6 NONLIABILITY OF AUTHORITY, AND THE CITY.

- a. The Lambertville Municipal Utilities Authority or the City of Lambertville shall not be liable for any damage or expense resulting from leaks, stoppages or defective plumbing or from any other cause occurring to any premises or within any house or buildings, and it is expressly stipulated by and among the Authority and the City of Lambertville and the owner that no claim shall be made against the Authority or the City of Lambertville On account of the breaking or stoppage of or any damage or expense to any service lateral or house connection when the cause thereof is found to be in the lateral or house connection.
- b. The Authority or the City of Lambertville shall not be liable for a deficiency or failure of service when occasioned by an emergency, required repairs or failure from any cause beyond control. The Authority reserves the right to restrict the use of sewer service whenever the public welfare requires it. In consideration of the right to connect to the sewer system, the Authority shall not be liable for any damage or expense resulting from failure of the sanitary sewers when the Authority is not grossly negligent.

3-7 AMENDMENT AND ADOPTION OF ADDITIONAL RULES AND REGULATIONS.

The Authority reserves the right to amend these rates, rules and regulations or to adopt additional rates, rules and regulations as it deems necessary and proper in connection with the use and operation of the sewer system or as may be required to meet the necessary costs and expenses.

CHAPTER IV

REGULATIONS AND PROHIBITED ACTS

4-1 PROHIBITED WASTES.

4-1.1 Discharges into Authority's Wastewater Facilities Prohibited.

a. No person shall discharge or cause to be discharged to any of the Authority's wastewater facilities any of the following described substances, materials, water, or wastes without written permission of the Authority:

1. Industrial wastes or material
2. Toxic wastes or material
 3. Hazardous wastes or material
 4. Petrochemical wastes or material
 5. Explosive wastes or material
 6. Corrosive wastes or material
 7. Radioactive wastes or material
 8. Solid or viscous wastes or material
 9. Pesticides, herbicides, disinfectants, acids, paints, inks, solvents and other chemicals deemed deleterious by the Authority.
 10. Wastes from gas fracking operations.

b. No person shall discharge or cause to be discharged to any of the Authority's wastewater facilities any substances, materials, waters or wastes in such quantities or concentrations which:

1. Contain a pH less than 6.0 or greater than 9.0.
2. Contain a temperature higher than one hundred forty (140°) degrees Fahrenheit or lower than thirty-two (32°) degrees Fahrenheit.
3. Contain an accumulation of solid or viscous materials which may cause obstruction to the flow in sewers or other interference with operation of wastewater facilities.
4. May cause hydraulic overload or other potential violations of EPA or DEP rules or any permit held by LMUA.
5. Contain floatable oils, fat, grease in excess of 100 mg/L; or garbage
6. Any soluble oils or any water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32°) and one hundred fifty (150°) degrees Fahrenheit or zero (0°) and sixty five (65°) degrees Celsius.
7. Contain any noxious or malodorous gas or substance which is present in quantities that create a public nuisance or hazard to life.
8. Contain any odor or color-producing substances exceeding concentration limits which may be established by the Authority.
9. Contain any unusual BOD, COD, chlorine demand, or possess characteristics which in the judgment of the Authority may have a deleterious effect on the wastewater facilities or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Authority may:
 - (a) Reject the wastes.
 - (b) Require pretreatment to an acceptable condition for delivery to the system.
 - (c) Require control over quantities and rates of delivery.
 - (d) Require payment to cover the added cost of handling and treating the wastes not covered by existing charges under the provisions of the applicable ordinances, agreements or Rate Schedule.

(e) Require enforcement of the provisions found in Chapter VIII.

4-1.2 Standard Established for Measurements, Tests and Analyses. All measurements, tests and analyses of the characteristics of wastewater to which reference is made in the Rules and Regulations shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater published jointly by the American Public Health Association, American Water Works Association, and Water Environment Federation, or such alternate methods approved by the Authority and which comply with State and Federal law. Sampling methods, locations, times, durations and frequencies are to be determined on an individual basis subject to approval by the Authority. The discharger shall have the option to use, at discharger's own expense, more complete sampling methods, locations, times, durations and frequencies than specified by the Authority.

4-1.3 Maximum Allowable Concentration Permitted. Except as otherwise provided in this Section, no person shall discharge or cause to be discharged to any of the Authority's wastewater facilities any toxic substances, materials, waters, or wastes exceeding the following maximum allowable concentration:

Toxic Substances	Maximum Allowable Concentration
Aluminum (ionic form)	10.0 mg/l
Antimony	5.0 mg/l
Arsenic	0.1 mg/l
Barium	2.0 mg/l
Beryllium	1.0 mg/l
Boron	1.0 mg/l
Cadmium	0.02 mg/l
Chlorinated Hydrocarbons, including but not limited to, pesticides, herbicides and algaecides	Trace
Chromium, total	0.1 mg/l
Copper	0.2 mg/l
Cyanides	0.5 mg/l
Fluorides	1.5 mg/l
Iron	5.0 mg/l
Lead	0.1 mg/l
Manganese	0.5 mg/l
Mercury	0.01 mg/l
Nickel	5.0 mg/l
Phenols	2.0 mg/l
Radioactive Isotopes	None
Selenium	0.02 mg/l
Silver	.05 mg/l
Tin	5.0 mg/l
Zinc	0.6 mg/l

4-2 MAINTENANCE OF BUILDING AREAS.

Every building sewer of any improved property shall be maintained in a sanitary and safe operating condition by the owner of the improved property.

4-3 CONNECTION TO EXISTING HOUSE SEWER LINE; DEMOLITION OF EXISTING CONNECTION.

Where an improved property, at the time of securing a permit under Chapter V to connect to a sewer, is served by its own sewage disposal system or device, the existing house sewer line shall be cut on the building side of the sewage disposal system or device, and attachment shall be made with proper fittings to continue the house sewer line as a building sewer, undiminished in inside diameter, but not less than four (4") inches, to the service lateral. (See also subsection 5-4.1, Pumping and Backfilling of Prior Facilities.)

4-6 UNAUTHORIZED CONNECTIONS.

No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer, service lateral or appurtenance thereof without first obtaining a written permit from the Authority.

4-7 FAILURE TO REMEDY UNSATISFACTORY CONDITION.

If any person fails or refuses, upon receipt of a notice in writing from the Authority, to remedy any unsatisfactory condition with respect to a building sewer within ten (10) days of receipt of notice, the Authority may refuse to permit such person to discharge into the sanitary sewer system until the unsatisfactory condition is remedied. If the condition has the potential to cause a permit violation, then LMUA may act immediately.

4-8 RESPONSIBILITY OF OWNER FOR ACTS OF TENANTS AND OCCUPANTS.

The owner of any improved property, house or building connected to the Authority's wastewater facilities shall be responsible for all acts of tenants or other occupants of such property insofar as such acts shall be governed by provisions of these Rules and Regulations.

4-9 RESPONSIBILITIES OF PERSONS CONSTRUCTING OR OWNERS.

It shall be the duty of every person constructing or owning any building sewer, house drain, soil pipe, waste pipe, vent pipe, plumbing fixtures or any other passage or connection between a sewer and any grounds, building, structure or place of business, and in like manner it shall be the duty of the owners of all grounds, buildings, structures and all parties interested therein, to cause and require that such building sewer, house drain, soil pipe, waste pipe, vent pipe, plumbing fixtures and every other passage or connection is adequate for its purpose and at all times allows free passage of all material that enters or should enter the same.

4-10 COMPLIANCE WITH REGULATIONS; DEVIATIONS NOT PERMITTED.

No officer or employee of the Authority shall vary from these rules without permission of the Lambertville Municipal Utilities Authority Board of Commissioners.

4-11 WASTEWATER DISCHARGES.

Wastewater Discharges to Authority's Facilities; Approval Required. Wastewater discharges to the Authority's wastewater facilities are not authorized unless approved by the Authority in accordance with provisions of these Rules and Regulations.

4-12 ANDALISM.

No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is part of the Authority's wastewater facilities. Any person who violates this section shall be guilty of a misdemeanor and, upon conviction, is punishable by a fine in an amount not to exceed two hundred fifty (\$250.00) dollars at the discretion of the Judge of the Municipal Court plus the cost of replacement or repair of the structure, appurtenance or equipment and the cost of the salaries of the personnel making the repairs, and all other costs incurred by LSA including fines.

4-13 SURFACE RUNOFF AND GROUNDWATER DRAINS.

No person shall connect roof, foundation, sump pump discharge, areaway, parking lot, roadway, or other surface runoff or groundwater drains to any sewer which is connected to a wastewater treatment facility unless such connection is authorized in writing by the Authority or under special agreement with the Authority.

CHAPTER V

MANDATORY SEWER CONNECTION DEFERRED PAYMENT

5-1 CONNECTION APPLICATION PROCEDURE

5-1.1 Mandatory Connection of New Buildings

- a. Newly constructed buildings on lots within (one hundred (100) feet (DEP requirement); (two hundred (200) feet (LMUA requirement) of an existing sewer must connect to the sanitary sewer.

5-1.2 Mandatory Connection of Existing Buildings with Septic Systems.

- a. When sewer comes within one hundred (100) feet or two hundred (200) feet of the property occupied by an existing building served by any means of sewerage disposal other than a septic system, connection to the sewer shall be mandatory. LMUA shall notify the property owner when the sewer becomes available.
- b. When sewer comes within one hundred (100) feet of the property occupied by an existing building served by a septic system, connection to the sewer shall be mandatory if probable cause exists to believe that the septic system is malfunctioning in any way. This shall include, but not be limited to, greener grass over the disposal field, seeping water, soils with excessive percolation rates and nitrate levels above seven and one-half (7.5) in the ground water.
- c. If the property owner wishes to request a waiver from mandatory connection due to special circumstances, he shall submit said request in writing to the Board which shall be accompanied by a certification from a licensed professional engineer or Hunterdon County that the onsite septic system is working and is properly functioning and such other information as may be required by the LMUA.

5-1.3 Mandatory Connection Enforcement Steps

- a. The sewer is certified by LMUA as ready for use.
- b. Connection notices are sent by LMUA to affected building owners.
- c. If no connection is made within one hundred twenty (120) days of connection notice, the Board shall have the following options:
 1. File suit in municipal court to have owner build system.
 2. File suit in municipal court so LMUA can build system and lien property.
 3. Grant addition time (up to one (1) year) to connect.
 4. Grant an exemption from mandatory connection.
 5. Turn the matter over to other appropriate agencies such as Board of Health and DEP.
 6. Take such other action as may be appropriate.

5-1.4 Owner to Bear Connection Costs. The costs and expenses incidental to the building sewer and/or service lateral installation and connection to the Authority's wastewater facilities shall be borne by the property owner. The owner shall indemnify the Authority from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer and/or service lateral.

5-1.5 Separate Connections Required A separate and independent building sewer shall be provided for every building, dwelling, townhouse, condominium or premise used for human occupancy, employment, recreation or other purpose which have toilet facilities installed.

5-1.6 Supervision and Inspection of Construction. The construction of building sewers shall at all times be subject to supervision and inspection by the Authority's authorized agent or the Municipal Plumbing Subcode Official and shall conform to the State Uniform Construction Code. The building sewer shall not be covered until permitted by the Municipal Plumbing Subcode Official and the Authority's authorized agent, if the Authority has notified the applicant of the Authority's intent to inspect.

5-1.7 Use of Existing Building Sewers.

- a. An existing building sewer may be used for the connection of a new building only if it is found, after examination and pressure test to meet the requirements of these Rules and Regulations.
- b. Lateral Reconnection Fee:
 1. Any property which was legally connected to the sewer and desires to reconnect shall be subject to the re-connection fee to cover the cost of inspection and reactivation of the account as included in the current Rate Schedule.
 2. The applicant shall file a normal application with LMUA with the re-connection fee.

3. The developer shall give LMUA notification at least one (1) normal work day prior to the time of the lateral inspection. The developer shall expose the lateral at his expense. He shall open the pipe and provide suitable and safe access so that an LMUA inspector can lamp the line a minimum of ten (10') feet. Any visible leakage, cracks, root intrusion or dips in excess of half the pipe diameter shall be grounds for rejecting a lateral. An owner may inspect a lateral with a TV camera if any of the above conditions exist. If the lateral had a history of blockage, or if the inspector finds other probable cause, the Authority may require the developer to inspect the old lateral with a TV camera to prove that it is acceptable in whole or part. All TV inspections shall be witnessed by the LMUA inspector and a digital video disc (DVD) shall be delivered to the inspector when the inspection is completed. Based on the video inspection, the inspector may permit the reuse of a portion of the existing lateral if it is totally free of any signs of defects. All video inspection cost shall be borne by the developer.

5-1.8 Connections to Sewers on Private Property.

Connections to sewers where the same are run through private property shall in all respects be governed by these rates, rules and regulations.

5-2 CONNECTION PERMIT

5-2.1 Connection Permit Required. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any wastewater sewer without first obtaining a written permit from the Authority.

5-2.2 Classes of Permits. There shall be three (3) classes of permits for connections to the Authority's wastewater facilities. Class I-Residential, Class II-Commercial, and Class III Industrial. In all cases the owner shall make application for a permit to connect to the Authority's wastewater facilities on a special form furnished by the Authority. The permit application shall be supplemented by wastewater information required to administer these Rules and Regulations. The connection permit and inspection fees schedule are contained in the Authority's most recent Rate Schedule.

5-2.3 Term of Connection Permit. Connection Permit is valid for one year from the date of issuance. Connection Permits may be renewed without limitation. Upon renewal of a Connection Permit, the Applicant shall pay any difference between the connection paid at time of issuance or last renewal and the connection fee in effect at the time a renewal of the Connection Permit is sought.

5-2.4 Calculation of Connection Fees.

- a. Single Family Home. Connection Permit Fee shall be the full amount set forth in the Rate Schedule for each dwelling unit.
- b. Apartments and Multi-Family. Connection Permit Fee for each Apartment or Multi-Family structure or, in the case of condominiums, part thereof, owned by the Applicant shall be determined from usage anticipated by such facility. The ratio of projected average daily usage of the Applicant's facility to average daily usage for a single family home (hereinafter referred to as an Equivalent Dwelling Unit of EDU), rounded to the highest one-half (1/2) of a unit, but not less than one (1), shall be used to determine the Equivalent Dwelling Units of the facility. The Connection Permit Fee shall be the Fee for a single family home set forth in the Rate Schedule multiplied by the EDU.

- c. Commercial and Industrial. Connection Permit Fee for each commercial or industrial structure owned by the Applicant shall be determined in the same manner as that set forth above for Apartments and Multi-family facilities.
- d. Aged Restricted Affordable Housing. The Connection Permit Fee for all nonresidential projects and for age restricted affordable housing residential projects which meet the following criteria:
 - 1. The project consists of more than seventy-five (75) dwelling units; and
 - 2. The project is age restricted meaning residents must be at least fifty-five (55) years of age; and
 - 3. The project is income restricted meaning residents must have incomes that qualify such residents to own or occupy a residential unit in the project.
- e. Basis of EDU. The EDU for any facility shall be determined by the Authority through engineering judgment based on projected flow criteria set forth in N.J.A.C. 7:14A-23.3, as the same may be amended from time to time. EDU's will be based on the use, or uses, of an existing, or proposed, structure at the time of application. Where structures contain more than one use, the EDU will be based on the fractional EDU of each individual use and rounded to the nearest whole number for the entire structure.

5-3 RESERVED.

5-4 STANDARDS FOR CONSTRUCTION OF BUILDING SEWERS AND CONNECTIONS.

5-4.1 Separate Connections Required; Exceptions. A separate and distinct connection shall be provided for every building, townhouse, condominium and/or premises, except the case where a separate connection cannot be reasonably made to connect with the Authority's system without tying into the connection of another building or premises. Such tie-in connection may be made upon the Authority approving and consenting to the same upon the recommendation of its Engineer, provided, however, each owner of record at the building or premises shall be responsible for all permit fees and service charges, both connection and periodic, as though separately and directly connected to the Authority's system and provided, further, that all owners of all buildings or premises involved approve and consent in writing to the making of the connection in such manner. This paragraph shall apply to both house connections and building sewers.

The Authority assumes no obligation or responsibility for damage caused by or resulting from any single building sewer which serves two (2) buildings or property owners.

5-4.2 Conformance to Applicable Codes. The connection of a building sewer into a wastewater sewer shall conform to the requirements of the State Uniform Construction Code, other applicable requirements of the Authority, and the standards set forth in appropriate specifications of the ASTM or the W.E.F. The connections shall be made gas-tight and water-tight and verified by proper testing and inspection by the Authority. Any deviation from the prescribed procedures and materials shall be approved in writing by the Authority before installation. The owner shall perform the pressure test at his expense. Said test shall be witnessed by LMUA.

5-4.3 Request for Inspection of Sewer Connection. Any project requiring inspection under these rules and regulations, including, but not limited to, all sanitary

sewers, all service laterals and those building sewers which the Authority has notified the applicant of the intent to inspect; shall not be covered until inspected. The applicant shall request inspection a minimum of twenty-four (24) hours before the inspection is required. Requests for inspection and inspections shall only be processed during normal business hours.

Inspection and testing of the sewer and proposed connection shall be scheduled on twenty-four (24) hours' notice, on Monday through Friday between 8:00 a.m. and 4:00 p.m. No inspection or testing will be given on Saturdays or Sundays.

5-4.4 Testing and Approval.

- a. No building sewer shall be covered until it has been inspected, tested and approved as provided in this subsection. If any part of a building sewer is covered before so being inspected, tested and accepted it shall be uncovered for inspection and testing at the cost and expense of the owner of the improved property to be connected to a sewer.
- b. When found necessary for the Authority's authorized agent or the Municipal Plumbing Subcode Official, the building sewer shall be tested by filling the same completely with water so that every section is tested with not less than a ten (10') foot head of water. Water shall be kept in the building sewer for fifteen (15) minutes before inspection starts, and no leakage shall be observable at the time of the inspection.
- c. Upon inspection and approval of a building sewer and/or service lateral by the Authority, a certificate of approval shall be issued to the owner of the improved property to be connected to a sewer.
- d. The Authority's authorized agent or Municipal Plumbing Subcode Official shall observe all required testing of a building sewer. All equipment and material required for testing shall be furnished by the owner of the improved property to be connected to a sewer. If a building sewer is not approved by the Authority, a further test or tests shall be made following completion of necessary corrections.
- e. Whenever the Authority has reason to believe any building sewer has become defective, such building sewer or service lateral shall be subject to test and inspection. Defects found upon test and inspection shall be corrected as required at the cost and expense of the owner of the improved property served through the building sewer. If a defect is found, the owner may be charged for the cost of testing and inspection.

5-4.5 Building Sewer Design. The size, slope, alignment, construction materials, trench excavation and backfill methods, pipe placement, jointing and testing methods used in the construction and installation of a building sewer shall conform to the State Uniform Construction Code or other applicable requirements of the Authority. In the absence of Code provisions or amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and W.E.F. shall apply.

5-4.6 Building Sewer Elevation. In buildings in which any building drain is too low to permit gravity flow to the Authority's wastewater sewer, wastewater carried by such building drain shall be lifted by an approved means and discharged to a building Sewer draining to the Authority's sewer.

5-4.7 Slope and Grade. The slope or grade of a building sewer when the inside diameter is four (4") inches or more shall be no less than one-fourth (1/4") inch per foot of length and shall be downward in the direction of flow.

5-4.8 Cleanouts Required. Cleanouts shall be provided a minimum of intervals of seventy-five (75') feet and, when possible, should be located in lawn (not roadway or sidewalk) areas. Cleanouts will be required at bends when deemed necessary by the Authority. All cleanouts which are located in a roadway area subject to vehicular traffic shall be protected with a metal valve box which is noncorrosive and conforms with the Authority's Standard Detail Sheet.

5-4.9 Location of Building Sewer. No building sewer shall be installed within three (3) feet of any gas pipe, water service or any other facility or any open excavation, vault or meter pit; nor shall the location be permitted under any sidewalk or driveway unless approved. All building sewers shall be installed within the limits of the customer's property and a minimum of three (3') feet from any property line(s) or building walls.

5-4.10 Joint Occupancy of Trench. A building sewer to serve one (1) improved property may occupy the same trench as a building sewer to serve the next adjoining improved property, provided that the common trench is on or immediately adjacent to the common property line and such joint occupancy is by mutual agreement of the owners concerned pursuant to a recorded sanitary sewer easement. In such cases the laterals shall be a minimum of three (3') feet apart.

5-4.11 Pumping and Backfilling of Prior Facilities. Following the discontinuation of the use of all septic tanks, cesspools and seepage pits, these facilities should be abandoned to the satisfaction of the Hunterdon County Department of Health. The septic tank contents shall not be discharged at the Authority plant or into the sanitary sewer. They shall be hauled away by tank truck at the owner's expense.

5-5 POLICIES FOR SEWER MAIN EXTENSIONS.

- a. All mains shall be extended at the sole expense of the person or persons requesting such extensions.
- b. All mains shall be extended to the center of the property if any lots without sewer service exist in Lambertville beyond the property in question which could potentially benefit from the extension. No lateral shall extend in a public right of way a distance greater than seventy-five (75) feet. No lateral shall have more than one clean out in or near the public right of way. No lateral shall be more than one hundred fifty (150) feet long without specific permission of the Lambertville Municipal Utilities Authority.
- c. The size and location of the mains shall be determined by the Authority's Engineer so as to be compatible with the Authority's overall facilities plan.
- d. The Developer shall enter a Capacity Allocation Agreement with the Authority to ensure that capacity will be available in the sewerage system to accept the proposed development. The form of agreement is available at the Authority's office.
- e. Applications for sewer service are required. For a single residence and other developments of less than five hundred (500) gallons per day usage, a Minor Sewer Connection Application Form shall be submitted with the applicable fee.

For developments of over five hundred (500) gallons per day usage, a Major Application for Sewer Service shall be submitted with the applicable fee. These fees are to cover only the Authority's administrative work. Sample application forms are included in the appendix.

- f. *Design and Review.* The Developer will be required to have a New Jersey Licensed Professional Engineer design the extension, with emphasis being placed on compatibility with the Authority's overall facility plan. Prior to design, a planning report or study may be required to determine the feasibility of extending the sewer lines. This may include planning components for a subdivision, cost estimates, planning modules, etc. All costs relating to this will be the responsibility of the Developer.

A Sewer Line Extension Escrow Agreement shall be entered into between the Authority and the Developer to establish, among other requirements, the amount of a security to be placed in escrow for engineering and legal costs the Authority may incur in the furtherance of the proposed extension. These costs may include final stakeout, supervision, inspection, as-constructed drawings, and legal fees incurred or reasonably anticipated costs to be incurred in connection with the proposed construction. The amount of the escrow fund shall be based on the estimated construction costs of the sewer extension, as derived from the Development Construction Costs Estimating Schedule, attached. The Developer shall utilize the estimating schedule to ensure consistency in the Authority's application process. The escrow amount shall be calculated as follows:

1. Seven (7%) percent of the estimated construction costs, if less than twenty-five thousand (\$25,000.00) dollars.
2. Five (5%) percent of the estimated construction costs, if more than twenty-five thousand (\$25,000.00) dollars.
3. Minimum of five hundred (\$500.00) dollars.

The Authority shall deposit the escrow fund in a Money Market or Passbook Savings Account and any interest accrued shall be used for the payment of the expenses as invoiced and/or returned to the Developer in the event the amount of the Escrow account together with accumulated interest exceeds the invoice costs. In the event the fund shall be depleted, the Developer shall make additional deposits as requested. Form escrow agreement and estimating schedule attached.

Upon completion and approval of the preliminary design of the extension, a Sanitary Sewer Extension Agreement shall be entered into between the Developer and the Authority which will establish permission to proceed with the extension as well as the various conditions under which the construction must take place. Form extension agreement attached.

- g. All extension plans shall consist of the following:
1. Format (Size of the plan sheets shall be 27" x 40")
 - (a) Title Sheet, Sheet 1, (Exhibit I).
 - (b) Location Plan, Sheet 2, (Exhibit II).

- (c) General Plan, Sheet 3, (Exhibit III).
- (d) Construction Details, Sheet 4 & 4-A, (Exhibit IV-A & IV-B).
- (e) Design Details, Sheet 5 through __, (Exhibit V). (Example of As-Built Drawing, Exhibit VI).

- 2. After project completion, the as constructed mains and appurtenances (record drawing information) shall be completed and turned over to the Authority's Engineer for approval, acceptance and addition to the Record Drawings Set.

If the final plan and profile sheets are not acceptable, the Authority's Engineer will finalize the drawings and charge the Developer accordingly from the escrow account.

- 3. The City's datum (USGS Datum of 1929) must be used for establishing elevations. All plan sheets shall be oriented with the north arrow pointing to the top of the plan sheet. All existing utilities shall be indicated on the plans. The scale shall match the scale used on the existing sewer plan sheets already owned by LMUA.
 - h. After the final design of the proposed extension has been approved by the Authority's Engineer, the Developer will apply to the New Jersey Department of Environmental Protection (NJDEP) for a TREATMENT WORKS APPROVAL. All permits shall be approved under the name of the Authority in accordance with NJDEP regulations.
 - i. Prior to the start of construction, Sewer Connection Permits for each of the proposed dwelling units shall be obtained from the Authority office. A fee shall be charged for each connection permit requested in accordance with the Authority's Rate Schedule. In addition, a Performance Bond or letter of credit shall be required to cover one hundred twenty (120%) percent of the estimated cost of the proposed sewerage facilities prior to the start of construction. Bonds shall not expire and shall only be released by the Authority.
- All easements and right of ways shall be the responsibility of the Developer to obtain. Ownership of all easements and right of ways shall be conveyed to the Authority. No sewers may be constructed until all applicable easements have been obtained. An example easement plan has been provided herein.
- j. Preconstruction Conference. A preconstruction conference will be held between the Contractor, the Contractor's Engineer, the Authority's Executive Director and the Authority's Engineer prior to the commencement of any construction. A minimum of seven (7) days notice must be provided by the Contractor to set up a meeting convenient to all parties.
 - k. *Construction.* The Developer can utilize his own construction forces or engage another contractor of his choosing to perform the work, providing, however, that the following is submitted and approved by the Authority.
 - 1. Name of the contractor performing the work.
 - 2. Three (3) copies of shop drawings and pipe certification shall be submitted prior to the start of any construction.

3. Estimated length of time of construction. Submit liability insurance certificate and hold harmless agreement naming the Authority, City, and Engineer as coinsured. The limits of liability shall be as determined by the Authority's insurance carrier.
 4. Submit a two (2) year Maintenance Bond or letter of credit in the amount equal to twenty (20%) percent of the Performance Bond to the Authority after construction is completed and final acceptance and certification is received from the Authority's Engineer and prior to the Performance Bond's release. The Maintenance Bond may only be released by the Authority and may be extended as needed. The first \$2,000 of the maintenance bond shall be in cash deposited with LMUA in an escrow account. Interest from the account shall be retained by LMUA as compensation for administering the account.
 5. An Agreement that the Developer is responsible to the Authority for compliance with these specifications and shall indemnify and hold the Authority harmless from any claims, of whatsoever nature, brought against the Authority by such contractor or in connection with the contractor's work.
 6. The Contractor must provide a minimum forty-eight(48) hours notice for the Authority's inspector prior to any construction or testing.
- l. All construction of sewerage systems shall be under the jurisdiction of the Authority or their agents, either directly through the Engineer or through inspectors under Authority supervision. No sewer construction shall take place without an Authority inspector or the Engineer present at the work site, unless the Authority so authorizes the Contractor to perform the construction without a full time inspector. The Authority shall enforce compliance with the approved plans and specifications and shall have the authority to have the work discontinued or reconstructed in the event of noncompliance.
 - m. No sewer connection shall be made to a street main, whether tested or not, unless made under the supervision and inspection of the Authority or their agents.
 - n. When connecting to existing manholes in the sewerage system, the Contractor shall do so in accordance with the detail approved by the Authority.
 - o. A temporary, leak-proof, bulkhead type plug, approved by the Authority, shall be installed in the upstream (inlet) side of the manhole furthest downstream in any sewer main or branch under construction and shall remain intact and not removed until written permission is received from the Authority to remove same.
 - p. All sewer line shall be lamp tested; and low pressure air tested in accordance with ASTM standards. All plastic sewers shall be mandril tested with a mandril equal to 993% of nominal pipe I.D. All other aspects of the test shall comply with ASTM standards.

The Contractor shall provide for the TV inspection of all sewer extensions in excess of four hundred (400') feet in length. The Authority must be provided with the following;

1. An accurate record developed by TV inspection depicting the exact condition of the sanitary sewer system. The record shall be comprised of a written report and a DVD recording of the TV inspection.
 2. Proof that any and all defects and/or problems which are detected by the TV inspection or noted by the Authority have been corrected. The TV inspection shall be made of each line to be accepted by the Authority for all sewer extensions in excess of four hundred (400') feet. The applicant shall be required to notify the Authority as to when the TV inspection will take place, and they shall be done on all lines constructed by or affected by the construction of the applicant. The cost of the TV inspection and cameras and associated work shall be borne by the applicant. No TV inspection or filming is to be done unless there is a representative of the Authority or the Engineer at the job site and final release of the Maintenance Bond will not be granted unless this requirement is complied with. The TV inspection shall be done within thirty (30) calendar days of the expiration date of the Maintenance Bond, and any TV inspections conducted before this date will be deemed not acceptable unless otherwise approved by the Authority.
- q. After completion of the project and all inspection and testing requirements have been satisfied, the utilities shall be dedicated to the Authority and a bill of sale shall be prepared by the Authority's Solicitor for execution by the Authority and the Developer.
- r. All manholes shall be pressure tested with water or air according to ASTM procedures where applicable.
- s. Any dip in any pipe which ponds water more than one fourth (1/4) inch deep should be excavated and repaired. This includes dips found during the maintenance bond period.

5-6 INSTALLATION OF LATERALS AND SEWER MAINS BY DEVELOPERS.

5-6.1 Policy Statement. The Authority's policy regarding the installation and responsibilities for laterals from the curb line to the main and the costs and construction associated therewith shall be as established in this section.

5-6.2 Installation of a New Sewer Main by a Private Individual and/or Developer, Hereafter Referred to as a Developer, to Serve Proposed Dwelling(s) or Building(s).

- a. All costs associated with the construction of the sewer main and laterals shall be borne by the developer to serve his/her proposed dwelling(s) or unit(s).
- b. Where existing dwellings are situated directly in front of a new sewer main and/or a dwelling is located within one hundred (100') feet of the proposed sewer main, and/or lots which have an approved Building Permit from the City of Lambertville, the developer shall be responsible for installing and paying for the expense of a wye to serve such a property. It shall be the responsibility of the developer that the wye be installed at a location which is agreeable to the existing dwelling's owner to properly serve his/her lot. In the event a property owner of a vacant lot without an approved Building Permit wishes to

have either a wye and/or lateral constructed to his/her property, the property owner shall assume all costs associated with the subject construction and shall hold the Authority harmless from any and all claims which might arise

- c. *Plans Required.* An application for a sewer main extension shall be accompanied by four (4) sets of plans and specifications prepared and sealed by an engineer licensed by the State of New Jersey.
- d. *Required Signatures and Consent.* The application for a sewer extension shall be signed by the owner of the property or by his/her authorized agent and shall be accompanied by the consent of the applicant to be bound by all provisions of this chapter along with other applicable rules and regulations of the Authority and New Jersey Department of Environmental Protection.

5-6.3 Responsibility for the Installation of Laterals to Serve Existing Dwellings and/or Proposed Dwellings.

- a. *Cleanout.* It shall be the property owner's responsibility to construct that portion of the lateral which is located from the cleanout to the main.
- b. All connection to the Authority's main and/or connection to cleanouts or stubs from the main shall be performed in the presence of a Lambertville Municipal Utilities Authority Inspector.
- c. The property owner owns the lateral from the building connection to the sewer main. The property owner is responsible for the cost of cleaning the lateral including that portion of the lateral in the right-of-way.

5-7 LATERALS CROSSING NEIGHBORING PROPERTIES; CONDITIONS OF APPROVAL.

No lateral shall be installed on privately owned land that is not a part of the lot being serviced by said lateral.

5-8 MANHOLES.

5-8.1 Laterals Connecting into Manholes. LMUA may at its discretion grant permission to connect a lateral to a manhole. Permission may be granted if:

- a. The manhole involved will not have any new sewer extensions connected to it.
- b. The sewer pipe is over ten (10') feet deep.
- c. The lateral is connected according to the same construction standards as a sewer extension, except that four (4") inch pipe is used.
- d. The lateral connection will leave the manhole bench uncluttered enough and clean enough in the opinion of LMUA for a man to work in the manhole safely.

5-8.2 Mains Connecting into an Existing Manhole. In the event a new main is proposed to be tied into an existing manhole, the applicant shall be required to connect according to the standard detail plans.

5-9 GRINDER PUMPS.

Grinder pumps shall be permitted only in instances where the New Jersey Department of Environmental Protection does not require the Authority to be the owner/operator and/or be responsible for the maintenance and operation of the pump. Pressure laterals shall belong to the property owner in their entirety, even in the public R.O.W.

5-10 SAFETY, BARRICADES AND LIGHTS REQUIRED FOR EXCAVATIONS.

Excavation for building sewer installation shall be adequately guarded with barricades and lights to protect the public from damage and injury.

The owner and contractor are responsible for safety and supervision of the construction site.

5-11 RESTORATION OF PUBLIC PROPERTY.

- a. Streets, sidewalks and other public property disturbed in the course of installation of a service lateral or a building sewer shall be restored in a manner satisfactory to the Authority and the City at the cost and expense of the owner of the improved property being connected.
- b. Wherever the surface of any public street, sidewalk or cartway is disturbed by the construction of a service lateral or building sewer, the surfacing material shall be restored and maintained to the satisfaction of the Authority. Any and all construction in a public street of the City or County shall be in compliance with the ordinances of the City or County, and any and all construction in a State highway shall be in compliance with the requirements and specifications of the New Jersey Department of Transportation, and all necessary permits shall be obtained from the City and other appropriate agencies before construction is commenced, including the permit required for opening or disturbing the surface of a street, right of way or driveway.

5-12 SEWER MAINTENANCE BY AUTHORITY AND PROPERTY OWNER.

- a. Sewer Authority Not Responsible; Customer's Liability. The Authority shall not be responsible for maintaining any portion of the sewer lateral from the building to the sewer main for damage done by sewage escaping there from or from lines of fixtures on the customer's property. The property owner shall be responsible for maintaining, cleaning, and repairing, if necessary, the sewer lateral including that portion in the right-of-way. The customer shall at all times comply with applicable regulations and make changes therein required by reasons of changes of grade, relocation of mains, or otherwise.

5-13 PAYMENT OF CONNECTION FEES.

- a. The Connection Fee is paid solely for the privilege of connecting to the system. It is required for each new customer to pay his pro rata share of the capital expense of the entire Lambertville Municipal Utilities Authority system. No exceptions shall be made.
- b. The payment of the Connection Fee shall be determined as follows:
 1. When a property owner connects to the existing sewer system the property owner shall be billed the current fee, which is the fee in effect at the time the connection is physically made. Connection Permit is valid for one year from the date of issuance. Connection Permits may be renewed without

limitation. Upon renewal of a Connection Permit, the Applicant shall pay any difference between the connection paid at time of issuance or last renewal and the connection fee in effect at the time a renewal of the Connection Permit is sought.

2. In the event a property owner is notified he is required to connect to a new main, the property owner shall be allowed a maximum of one hundred twenty (120) days to make the physical connection to the sewer main.
3. These fees shall be payable upon application prior to any connection to the sewerage system.
4. Application for Sewer Service. These shall be three (3) classes of permits for connections to the Authority's wastewater facilities: Class I-Residential, Class II-Commercial, and Class III-Industrial.

In all cases the owner shall make application for a permit to connect to the Authority's wastewater facilities on a special form furnished by the Authority. The permit application shall be supplemented by wastewater information required to administer these Rules and Regulations. The connection permit and inspection fees schedule are contained in the Authority's most recent Rate Schedule.

5-14 APPLICATION FOR ADDITION TO OR EXTENSION OF THE SEWAGE COLLECTION SYSTEM.

- a. Any application for construction of an addition to or extension of the sewage collection system or portion thereof which will thereafter become a part of the Authority's sewage collection system (pursuant to the provisions of these Rules and Regulations) shall be made in the name of the property owner whose property will be serviced thereby, regardless of whether or not the property owner is the party actually making the improvements and/or developing the property.
- b. The property owner, at his/her sole cost and expense, shall obtain the necessary approvals from the State of New Jersey, Department of Environmental Protection, or any other applicable regulatory agency (except that, if required by the regulatory agency, the application may be submitted under and in the name of the Authority, provided that the property owner shall furnish to the Authority indemnification for the costs and any liability in connection therewith in a manner and form approved by the Authority) and shall also submit the design thereof to the Authority's consulting Engineer, or other person designated by the Authority, for approval.
- c. The Authority shall designate its Consulting Engineer or a member of its staff to inspect the construction and installation of such improvement and the property owner shall pay, in advance, an estimated escrow deposit to cover the costs and expense of such inspection and shall make such improvements under the supervision of and in accordance with the direction of the Inspector.
- d. Upon completion of the improvements and certification to the Authority of the adequacy of the improvements by the person designated by the Authority to inspect and supervise the installation of the improvements, the property owner shall make application to the Authority for acceptance by the Authority of the ownership and/or future maintenance costs of the improvements.

- e. Upon adoption of a Resolution by the Authority accepting the ownership and/or future maintenance costs of all or any portion of the improvements, the Authority shall thereafter utilize that section of the improvements as a part of its collection system and the property owner shall be released from any future responsibility in connection therewith, including any further maintenance costs, except as provided in the original construction maintenance and performance agreement. The Developer shall guarantee the system to be free of construction defects for a period of two (2) years from the date of acceptance by the Authority.
- f. The property owner and/or Developer shall not be entitled to nor shall they receive credit, reimbursement or payment in any way whatsoever, whether directly or indirectly, for the subsequent Connection Fees paid to the Lambertville Municipal Utilities Authority for hookups or connection to the improvements installed by them and/or any service areas utilizing all or any portion of the improvements.

CHAPTER VI RESERVED

CHAPTER VII USER CHARGE SYSTEM

7-1 FINDINGS.

The Lambertville Municipal Utilities Authority is aware of the requirements, rules and regulations set forth in the Federal Register, Volume 43, No. 188, Sections 35.929-1 et seq. and Section 35.935-13 concerning general requirements of the User Charge System and the necessity for approval of such a system and enactment of the system by proper ordinance in accordance with said Rules and Regulations.

The Lambertville Municipal Utilities Authority has prepared, reviewed and approved a User Charge System which is adopted in accordance with these Rules and Regulations.

7-2 USER CHARGE SYSTEM ESTABLISHED.

7-2.1 Established. The User Charge System is hereby established as a basis upon which each user of the sewerage system shall pay his/her fair share of capital, operation and maintenance including replacement of the sewerage facilities.

7-2.2 Annual Review of Charges by the Authority. The User Charge System shall be reviewed by the Lambertville Municipal Utilities Authority every year to ensure proper charges for users so that the Authority may operate, manage and maintain the sewerage facilities in an efficient manner.

7-2.3 Property Owners to Pay Established Charges. All owners of property connecting with the sewers, sewerage system and sewage treatment works of the Lambertville Municipal Utilities Authority and all the owners of property who may hereafter connect and have the use of the sewerage system shall pay connection charges and quarterly charges, as hereinafter provided, for the use, whether directly or indirectly, of sewerage facilities based on the following schedule of rates and in accordance with the following classifications.

The imposition of sewer user fees for new buildings shall commence immediately upon the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy

for the building or proof of construction rendering the dwelling inhabitable in the form of a filled out and completed Building Permit, or beneficial use of the sewer connection.

7-3 RATE SCHEDULE.
See current rate schedule

7-3.1 Metered Rates. Charges for sewerage disposal service, unless otherwise stipulated herein, will be based upon water consumed on the premises as measured by the meter or meters used for this purpose in accordance with the following schedule of rates:

a. *Schedule of Rates.*

1. Rate charges per 1,000 gallons.

Gallons Per Quarter	Cost per 1,000 Gallons
0-10,000 gallons per quarter	*
NEXT -15,000 gallons per quarter	*
NEXT -100,000 gallons per quarter	*
NEXT -125,000 gallons per quarter	*

but in no event less than the following minimum charges:

	Per Quarter
Residential	*
Commercial	*
2. Meter Size Per Quarter	
5/8"	*
3/4"	*
1"	*
1 1/2"	*
2"	*
3"	*
4"	*
6"	*

* Fee changes annually, See current Rate Schedule.

b. *Calculation of Rates for Buildings with Multiple Tenancies or Uses.*

1. Where a premises is occupied by more than one (1) family or where a building contains more than one (1) dwelling unit or is occupied by more than one (1) commercial or industrial establishment, or by a combination of both types of establishments, or where a premises or a building contains a dwelling unit or units in combination with, or in addition to, commercial or industrial establishments, the minimum charge will be determined by multiplying the minimum charges by the number of families, dwelling units, commercial or industrial establishments, as the case may be, located therein. In all cases the Lambertville Municipal Utilities Authority or its authorized agents reserve the right to determine the appropriate category and/or rate schedule in which each establishment shall be classified.

2. When commercial space is determined to be more than one (1) unit and the area in question is not a metered account, the following test shall be used to determine the maximum number of units to be billed. The gross amount of unmetered commercial space shall be divided by one thousand (1,000) square feet. The result of this calculation shall be rounded to the nearest whole number of units, (with 0.5 being rounded up), to determine the maximum number of units to be billed.

7-3.2 Flat Rates; Charges for Unmetered Water Connections. Charges for sewerage disposal service for premises with unmetered water connections will be as follows:

Customers Per Quarter

Residential	*
Commercial	*

Where a premises is occupied by more than one (1) family or where a building contains more than one (1) dwelling unit or is occupied by more than one (1) commercial or industrial establishment, or by a combination of both types of establishments, or where a premises or a building contains a dwelling unit or units in combination with, or in addition to, commercial or industrial establishments, the minimum charge will be determined' by multiplying the minimum charges by the number of families, dwelling units, commercial or industrial establishments, as the case may be, located therein, In all cases the Lambertville Municipal Utilities Authority or its authorized agents reserve the right to determine the appropriate category and/or rate schedule in which an establishment shall be classified.

7-3.3 Commercial or Industrial Users Serviced by Private Water Supplies.

- a. *Installation of Water Meters.* Where a commercial or industrial premises is not serviced by a public water supply, and is in whole or in part serviced by a private water supply, such as a privately owned well, a water meter or meters shall be installed at the cost and expense of the owner of the premises so as to accurately meter the water usage for each separate use within the premises (such as each commercial establishment in a premises devoted to multi-commercial use, separate residential and commercial uses within the same premises, etc.). After installation, the maintenance and calibration (which shall be done not less than every ten (10) years) shall be at the cost and expense of the owner of the premises and the water meter readings shall be the basis for the charges for sewerage disposal services in accordance with the terms of this Ordinance except as provided in paragraph b. below.
- b. *Water Meter Not Installed; Inoperative Water Meters.* In the event that a residential, industrial or commercial premises is in whole or part serviced by a private water supply, such as a privately owned well, and the owner of the premises does not install, maintain or calibrate a water meter as required in paragraph a. above, or such meter should become inoperative or inaccurate, charges shall be assessed as set forth herein and/or on Schedule A as hereinafter set forth and, in addition thereto, there shall be an additional charge of ten (\$10.00) dollars per day for each day that the meter is not installed, the meter is inoperable or the meter is not accurately functioning.
- c. *Premises with Large Water Consumption or Sewerage Use.* In the experience of the Authority certain types of premises or uses within a premises have demonstrated

a particular, peculiar or inordinate water consumption and sewerage usage and therefore should be billed in accordance with Schedule A annexed hereto. If any type premises or use of premises appears on Schedule A, the billing rate set forth on Schedule A shall apply and the above general, commercial or residential rate shall not apply.

SCHEDULE A

<i>Use</i>	<i>Charges</i>
Laundromats	One (1) equivalent dwelling unit charge per washing machine on the premises (charge will continue to be made for any machine brought onto the premises, whether or not operable, until the Authority has been advised in writing, and it has been demonstrated to the Authority's satisfaction, that it has been removed from the premises
Banquet or Catering Facilities	Same as service charge units except that only one-half (1/2) unit shall be applicable for the Bar
Nursing Homes and Hospitals	Service charge units x 0.5
Recreation Centers, Tennis or Swim Clubs	Service charge units x 0.5
Funeral Homes	Same as service charge units

SCHEDULE A

Charges

<i>Use</i>	<i>Charges</i>
Auditoriums, Theatres, Drive-ins	Same as service charge units
Industrial Establishments	Separate evaluation based on waste quality and quantity
Veterinary Hospitals, Dog Kennels	Same as service charge units
Automatic Car Wash	Meter
Beauty Parlors,	Same as service charge units

Barber Shops

7-3.4 Charges for Specific Uses. Unless otherwise stipulated or billed on the basis of water consumed on the premises, as measured by meter or meters used for that purpose in accordance with the provisions of the Lambertville Municipal Utilities Authority User Charge System, the charges for sewerage disposal services to the following types of premises shall be determined as indicated. The charge shall be 1 EDU for first room and a pro-rata share of that charge for each additional room for rent.

- a. Boarding house, tourist home, bed and breakfast or other premises (other than a hotel or motel) offering rooms for rent: per calendar quarter for each bedroom available or offered to rental, lease or let.
- b. Motels/Hotels: Charge per room:

7-4 BILLING AND COLLECTION

7-4.1 Dates of Billings; Bills for sewer service will be rendered quarterly on the first day of January, April, July and October, respectively, or on such other dates as the Authority shall specify, for service rendered in the applicable quarterly period. All bills are payable upon presentation or delivery and may be paid at the Authority's office.

7-4.2 Correct Address to Be Provided to the Authority; Failure of User to Receive a Bill. Every establishment which is connected to the sewerage system shall provide the Authority with and thereafter shall keep the Authority advised of its correct address. Failure of any person to receive bills for sewer rentals or charges shall not be considered an excuse for nonpayment nor shall such failure result in an extension of the period of time during which the net bill shall be payable.

7-4.3 Interest Charged for Late Payment. All foregoing rates unpaid after fifteen (15) days shall bear interest at the maximum rate permitted by law on the unpaid amount.

7-4.4 Delinquent Billings to Be Considered Liens. The sewer rental or charge hereby imposed shall be a lien on the property served, and all delinquent bills for rentals or charges hereby imposed shall be entered as a lien against the property served and shall be collected in the manner provided by law for the filing and collection of municipal tax lien claims.

7-4.5 Apportionment of Monthly Charges. Whenever sewer service to any property begins after the first day, or terminates before the last day of any month, the sewer rental for such property, for such month, shall be for that portion of the month during which the property is served; by the number of days the property was served.

7-4.6 Incorrect Bills and Back-Billing. Incorrect Bills and Back-Billing. Whenever the Authority determines that it has issued incorrect bills for sewer service or has failed to bill for sewer service, it shall take immediate steps to correct any such bill or render an appropriate bill for sewer service as the Authority, at its absolute discretion, may deem equitable under the circumstances. Whenever the Authority determines it has failed to bill for sewer service, it may back-bill for such sewer service. Interest may be charged by the Authority on any amounts found to be due. Interest shall be billed if applicant did not obtain necessary government approvals.

Approved: October 2, 2013

7-4.7 Adjustment of Bills. If any user of the Authority's sanitary sewer system, which is billed for sewer service based upon metered water consumption, establishes, to the satisfaction of the Authority, that its water meter has malfunctioned or that a significant portion of the metered water did not enter the sanitary sewer, then the Authority may adjust such user's bills for sewer service. In adjusting any such bill for sewer service the Authority shall consider average metered water consumption during the previous twelve (12) months. Only the current and immediately preceding quarterly bill for sewer service shall be subject to adjustment. Any adjustment shall be in the form of a credit against future bills for sewer service. A user shall be limited to two (2) separate adjustments.

7-5 LEAST COST HOUSING.

7-5.1 Senior Citizen User Fee.

**This section will also be made reference to in the Senior Citizen User Fee established under Section 7-5 in subsection 7-5.2

- a. Lambertville Municipal Utilities Authority may charge a separate reduced rate to be known as the "senior citizen rate",
- b. The senior rate only applies to the dwelling unit that the qualified person lives in.
- c. To qualify for the senior citizen rate the owner must personally occupy the unit and live in a unit owned by the person or occupied by the person.
 1. Be qualified by the City of Lambertville for the senior citizen/disabled person reduced property tax rate.

7-5.2 Elderly Cottage Housing Opportunity (ECHO Housing).

- a. Housing designated as ECHO housing by the City of Lambertville shall be subject to the following modification of the normal LMUA Rules and Regulations:
 1. ECHO housing will be allowed to connect to the existing lateral of the existing housing unit on the property.
 2. ECHO housing will not be required to pay a connection fee so long as the criteria is met for the guidelines as set forth by the City of Lambertville.
 3. ECHO housing will be required to file a sewer connection permit prior to connection.
 4. ECHO housing will be billed for sewer use as any single dwelling unit.
- b. Should a dwelling cease to be ECHO housing for any reason and not be removed within thirty (30) days of the use change, the following rules shall apply:
 1. The lateral of the former ECHO unit shall be disconnected from the lateral of any other building on the property. A new application must be made in

order to obtain a permit to reconnect the unit to the sanitary sewerage system. The Authority will require the physical connection be extended to the sewer main.

(a) In addition to the payment of a connection fee all other municipal approvals must have been obtained in order to continue the residential use of the ECHO unit.

2. A connection fee shall be paid equal to the connection fee at the time the ECHO unit was first connected to the sewer.

c. The property owner of record of any lot on which an ECHO unit is built shall be responsible for all sewer charges relating to the ECHO unit. A lien may be placed on the entire property for failure to pay any fee relating to the ECHO unit.

7-5.3 SUBSIDIZED APARTMENTS FOR AGE RESTRICTED.

a. All apartment complexes that contain units eligible to receive Section 8 housing assistance which are determined by Hunterdon County Department of Human Services to be subject to all U.S. Department HUD guidelines and occupied by at least one person who is at least 55 years of age shall have allocated to each such unit for billing purposes 75% of the then current equivalent dwelling unit(s) as determined by the New Jersey Department of Environmental Protection.

7-6 CONDITIONS OF SUSPENSION OF SEWER USER FEES.

7-6.1 Conditions Stated. As to an existing building, the imposition of sewer user fees will be suspended upon the following conditions:

a. A unit is rendered uninhabitable (which determination will be made in the sole discretion of the Authority) by fire or natural disaster, AND the water supply is turned off at the curb or the well is inoperable.

b. The building or unit sewer connection into the Authority's system is capped.

1. No connection shall be capped without the prior written approval of the Authority and the capping must be performed under the inspection of the Authority.

The imposition of sewer user fees for new buildings shall commence immediately upon the issuance of a Certificate of Approval for the building or upon the beneficial use of the building.

c. In the case of a municipally approved multi-family dwelling, where the owner demonstrates to the satisfaction of the Authority that one or more of the dwelling units not used for the dwelling purposes of the owner is unoccupied.

The imposition of sewer user fees shall immediately recommence upon the failure of the owner to demonstrate to the satisfaction of the Authority that such dwelling unit is unoccupied or upon actual occupancy, whichever first occurs.

7-6.2 Requests for Suspension to Be Submitted in Writing. Any request for a suspension of the imposition of sewer User fees or notice to the Authority of an event that would cause the re-imposition of sewer user fees shall be in writing to

the Authority and shall be accompanied by such documentation as may be required by the Authority. Notwithstanding the foregoing notice provisions, the re-imposition of user fees will commence as set forth in subsection 7-2.3. Unpaid sewer user fees will accrue interest as allowed by law.

7-7 INSTALLMENT PAYMENTS.

- a. Installment payments will not be permitted for quarterly use fees.
- b. Installment payments may be permitted for the entire amount or a portion of any other Lambertville Municipal Utilities Authority charge; such as penalties, connection fees, reimbursement to Lambertville Municipal Utilities Authority by individuals for work done for individual, and any other charges.
- c. Installment payments may be permitted at the discretion of the Board to alleviate a financial hardship, documented to the satisfaction of the Board by the applicant. Any installment payments permitted must be approved by resolution of the Board at an open public meeting.
- d. Installment payments shall be for a time period determined by the Board, but in no case shall the period be more than five (5) years.
- e. Installment payments shall be billed monthly by Lambertville Municipal Utilities Authority, and shall be paid monthly.
- f. Interest shall be charged on late payments at the rate of one and one-half (1 1/2) percent per month. Such late fees shall be computed by the same method as late charges for user fees.
- g. The Authority shall prepare a loan repayment schedule when the loan is approved and send a copy to the borrower.
- h. The interest rate on the loan shall be two (2) percent below the prime rate for First Union Bank on the 15th day of the month preceding the meeting at which the loan is to be considered. In no case will the interest rate be less than five (5) percent.
- i. All bills will be sent out before the 1st of the month in which they are due. The payment shall be due on or before 12:00 noon of the 15th day of the month.
- j. Every loan shall be secured by a note signed by the property owner, and a mortgage on the property benefiting from the loan. The note and mortgage shall be prepared and recorded by Lambertville Municipal Utilities Authority at the sole expense of the Lambertville Municipal Utilities Authority.

7-8 FEE FOR CHECKS RETURNED FOR NONPAYMENT.

- a. A twenty (\$20.00) dollar fee pursuant to NJSA 40:14B-20.2 shall be charged per check or other written instrument each time that instrument is returned for nonpayment.
- b. This service charge shall be in addition to any interest or late penalties that may continue to accrue from the time of initial payment until final satisfaction.

- c. Future payments from the individuals writing such check or instrument shall be made in cash or certified funds for a minimum of one (1) year at the discretion of the Executive Director.

7-9 PROFESSIONAL FEES AND CHARGES FOR DEVELOPMENT REVIEWS

- a. In accordance with N.J.S.A. 40:14B-74 et seq., the Authority must establish fees and charges to be paid to our professionals and staff for services rendered during the review of applications for development, review and preparation of documents, inspection of improvements or other purposes.
- b. The fees and charges for these services are those included in Agreements for Professional Services between the Authority and its respective professionals.
- c. Fees for Authority inspector and engineer shall be as included in the current Rate Schedule.

CHAPTER VIII

INDUSTRIAL DISCHARGES

8-1 APPLICATION; SURVEY DATA.

8-1.1 Class III Discharges. This section shall apply to all Class III discharges. Class III discharges shall include all discharges which fall within any Federal or State mandated Categorical Pretreatment Standard, all discharges which are required to have SIU permits and all dischargers who produce sewerage which exceeds any sewerage characteristic described in this section.

8-1.2 Questionnaire to Be Completed; Additional Information.

- a. Required Survey Data. All Class III dischargers shall file with the Authority wastewater information deemed necessary by the Authority for determination of compliance with these Rules and Regulations, the Authority's NJPDES permit conditions, and State and Federal Laws. Such information shall be provided by completion of an Industrial Waste questionnaire designed and supplied by the Authority and by supplements thereto as may be necessary. Information requested in the questionnaire and designated by the discharger as confidential is subject to the conditions of confidentiality as set out in subsection 8-1.4. Review and approval, in writing, must be received from the Lambertville Municipal Utilities Authority prior to discharge.
- b. Additional Information. Industrial and commercial establishments (Class III users) making application for sanitary sewer service, in addition to making written application for such service, shall furnish a detailed description of the type and size of buildings, and nature of the business to be conducted in each structure, the number and type of fixtures to be served, the type, volume and chemical characteristics of the waste to be discharged. Such applicants shall also furnish the Authority four (4) copies of 24" x 36" or 36" x 42" plans showing at a scale no less than one inch equals one hundred feet (1" = 100') the following:
 - 1. The boundaries of the property.
 - 2. The location within the property of the structures to be served.

3. The location and profile, (with respect to finished grade) of the services.

3. Details of the proposed connections to the sewerage system, and arrangement and details of meter and sampler installation, should they be required.

8-1.3 Separate Information Required for Each Location.

When a person owns, operates, or occupies properties designated as a Class III discharger at more than one (1) location, separate information submittals shall be made for each location as may be required by the Authority.

8-1.4 Information to Be Confidential. The Authority shall implement measures to ensure the confidentiality of information provided by a Class III discharger pursuant to these Rules and Regulations. In no event shall the Authority delegate this responsibility or disclose any claimed confidential information (except to State and Federal agencies which regulate LMUA) to any person without prior notice in writing to the owner and without providing the owner with the opportunity to protect such confidential information, including the right to seek judicial relief.

8-1.5 Special Agreements.

- a. In any situation where unusual circumstances are present, the Authority will accept industrial wastes into the sanitary sewage system upon execution of a formal, written agreement, and under and subject to the provisions appearing in the agreement and the rules stated hereinafter. The agreement will set out in detail the characteristics of the wastes, the flow conditions which shall govern, the conditions and costs with respect to the physical connection or connections, and the annual service charges. It will be the policy of the Authority to consider each application on its merits, and to establish specific conditions applicable to the particular situation, for each agreement. No connection shall be made prior to execution of the agreement.
- b. Nothing in this chapter shall be construed as preventing any special agreement or arrangement between the Authority and any user of the wastewater facilities whereby wastewater of unusual strength or character is accepted into the system and specially treated subject to any payments or user charges as may be applicable.

8-1.6 Industrial or Commercial Sewer Connection Applications and Fees. For a connection involving the acceptance of industrial wastes, the applicant shall submit complete data along with a completed Industrial Sewer Connection Application.

For a connection from a commercial property the applicant shall submit completed data along with a completed form, or other data as the Authority may direct.

The applicant shall deposit with the Authority a filing fee, review fees, and inspection fees, as described in the Chapter VII Rates section User Charge Systems and/or Policies for Sewer Main Extensions.

8-2 PRETREATMENT.

8-2.1 Wastewaters with Special Characteristics.

- a. Utilizing the Federal Categorical Pretreatment Standards 40 CFR sec. 403.1, et seq., including all supplements and amendments, incorporated by reference thereto and the regulations within this section, to protect wastewater facilities or receiving waters, for any wastewater containing substances or possessing characteristics shown to have deleterious effect upon the wastewater facilities, process, equipment, or receiving waters, or constituting a public nuisance or hazard, which is discharged or is proposed for discharge to the wastewater sewers, the Authority may:
 1. Require pretreatment to a condition acceptable for discharge to the wastewater sewers.
 2. Require control over the quantities and rates of discharge.
 3. Require payment to cover added cost of handling and treating the wastewaters not covered by existing fees or charges.
 4. Require the development of compliance schedules to meet any applicable pretreatment requirements.
 5. Require the submission of reports necessary to assure compliance with applicable pretreatment requirements.
 6. Carry out all inspection, surveillance, and monitoring necessary to determine compliance with applicable pretreatment requirements.
 7. Obtain remedies for noncompliance by any user. Such remedies may include injunctive relief, the civil penalties specified in Chapter I of these Rules and Regulations or appropriate criminal penalties.
 8. Reject the wastewater, if scientific evidence discloses that discharge may create unreasonable hazards or have unreasonable deleterious effects on the wastewater facilities or may cause a permit or other violation of environmental standards.
- b. When considering the above alternatives, the Authority shall assure that conditions of the Authority's permit issued pursuant to N.J.S.A. 58:10A-1 et seq. are met. The Authority shall also take into consideration cost effectiveness and the economic impact of the alternatives on the discharger. If the Authority allows the pretreatment or equalization of wastewater flows, the installation of the necessary facilities shall be subject to review. The Authority shall review and recommend any appropriate changes to the program within ninety (90) days of submittal.

8-2.2 Specific Pretreatment Requirements.

- a. The Authority reserves the right to require pretreatment and/or flow equalization where the chemical or flow characteristics of the proposed industrial wastes, in the opinion of the Authority Engineer, State or Federal agencies or the Authority, make such pretreatment or flow equalization desirable or mandatory. Some of the characteristics which may need pretreatment are listed below:
 1. Five (5) day BOD in excess of 300 mg/l.
 2. Suspended solids in excess of 350 mg/l.

3. Average daily flow in excess of seventeen (17%) percent of rated capacity of the collection line or pumping station.
 4. Quantities of flow, concentrations or both which constitute a "slug" as defined herein.
 5. Presence of arsenic, barium, cadmium, chloride, chromium, copper, cyanide, fluoride, iron, lead, magnesium, manganese, nickel, nitrate, selenium, sulfate, zinc, or pH values outside the acceptable limits as described in Section 3.3. The following criteria shall apply:
 - (1) The substances listed below shall not exceed the specified limits on page 404 paragraph 4-1.3.:
 - (2) Persistent pesticides not to exceed one one-hundredth of the TL50 value at ninety-six (96) hours as determined by appropriate bioassay. (Persistent pesticides are defined as natural and synthetic materials having a half-life of greater than ninety-six (96) hours, which are used to control unwanted or noxious animals or plants. They include fungicides, herbicides, insecticides, fumigants and rodenticides.)
 6. Dissolved solids in excess of 1500 mg/L.
 7. Ammonia (NH₃) in excess of 40 mg/L.
 8. Phenol in excess of 0.5 mg/L.
 9. Chlorine demand in excess of 15 mg/L.
 10. Sulfide, sulfur dioxide, nitrous oxide or any halogen gas in excess of 10 mg/L.
 11. Grease, oil, fat, either vegetable or mineral, in excess of 100 mg/L.
 12. Hydrogen sulfide in excess of 0.1 mg/L.
- b. In such instances where it is agreed that the industrial waste will be received following pretreatment, or on condition that a sampling program continue to ensure that waste meet criteria, drawings and specifications shall be submitted for approval of the Authority Engineer showing all pertinent details of the type of flow meter, wastewater sampler and housing to be used to meter and sample the flow of industrial wastes, and also details of the control manhole to be constructed on the industrial waste connection. The manhole shall be provided with adequate access manhole covers of approved type, through which access shall be possible by Authority personnel at all times. Drawings, specifications, reports, etc., shall be submitted in quadruplicate and shall be prepared and sealed by a Professional Engineer registered in the State of New Jersey. An approved shutoff valve shall be provided on the discharge sewer immediately upstream of the sampling manhole. The control manhole shall be accessible to LMUA at all times.
- c. Where pretreatment and/or flow equalization facilities are required, they shall be provided and continuously maintained in an effective operating condition at all times, at the expense of the industry.

- d. Each industry connected to the Authority sewer system shall be responsible for maintaining a quality of effluent from their premises, which conforms to the provisions established in their agreement with the Authority. Sampling and analysis shall be done so as to conform with accepted practice, and in accordance with the current edition of Standard Methods for the Examination of Water and Wastewater.
- e. The cost of preparing and submitting this data for consideration by the Authority shall be borne by the industry. Likewise, the cost of sampling and analysis to determine compliance with the terms of the agreement shall be borne by the industry. However the sampling and testing shall be conducted by the Authority or its duly authorized representative.
- f. *Objectives of Preliminary Treatment and Handling of Industrial Wastes.*
 1. Whenever necessary, in the Opinion of the Authority, the owner of improved property shall provide, at his/her expense, such facilities for the preliminary treatment and handling of industrial wastes as may be necessary to:
 - (a) Reduce BOD to two hundred fifty (250) milligrams per liter and suspended solids to three hundred (300) milligrams per liter by weight.
 - (b) Reduce objectionable characteristics or constituents to come within the maximum limits permitted.
 - (c) Control the quantities and rates of discharge over a twenty-four (24) hour day and a seven (7) day week.
 2. Plans, specifications and any other pertinent information relating to proposed facilities for the preliminary treatment and handling of industrial wastes shall be submitted for approval of the Authority and no construction of any such facility shall be commenced until approval is obtained, in writing, from the Authority and from any governmental regulatory body having jurisdiction.
 3. Whenever facilities for the preliminary treatment and handling of industrial wastes have been provided by the owner of improved property, these facilities shall be maintained continuously in satisfactory operating condition at the expense of the owner, and the Authority shall have access to the facilities at reasonable times for inspection and testing.
 4. Additional pretreatment units, controls, access manholes and special facilities may be required for specific installations.

8-2.3 Slugs and Equalized Discharge. No person shall cause the discharge of slugs of water or wastes. Each person producing a discharge into the public sewers in excess of forty thousand (40,000) gallons in anyone (1) day shall construct and maintain at his/her own expense a suitable flow control facility to ensure equalization of discharge over a twenty-four (24) hour period. This facility shall have a capacity of at least fifty (50%) percent of the total normal volume of a twenty-four (24) hour production period, and the outlet to the sewer shall be equipped with a rate discharge controller or other approved device, the regulation of which shall be directed by the Authority.

8-2.4 Compliance with Pretreatment Requirements. Persons required to pretreat wastewater in accordance with Section 8-1 shall provide a statement, reviewed by an authorized representative of the user and certified to by a qualified person indicating whether applicable pretreatment requirements are being met on a consistent basis and, if not, describe the additional operation and maintenance or additional pretreatment required for the user to meet the pretreatment requirements. If additional pretreatment or operation and maintenance will be required to meet the pretreatment requirements, the user shall submit a plan, including all required schedules, to the Authority. The plan and schedules shall be consistent with applicable conditions of the Authority's NJPDES permit and other local, State and Federal laws.

8-2.5 Federal Categorical Pretreatment Standards.

- a. No person shall discharge or cause to be discharged to any wastewater facilities, wastewaters containing substances subject to an applicable Federal Categorical Pretreatment Standard promulgated by EPA in excess of the quantity prescribed in such applicable pretreatment standards except as otherwise provided in this section. Compliance with such applicable pretreatment standards shall be within a maximum of two (2) years of the date the standard is promulgated; provided, however, compliance with a categorical pretreatment standard for new sources shall be required upon promulgation.
- b. Upon application by a Class III user, the Authority shall revise any limitations on substances specified in the applicable pretreatment standards to reflect removal of the substances by the wastewater treatment facility. The revised discharge limit for specified substances shall be derived in accordance with Federal law and State law.
- c. Upon application by a Class III user, the Authority shall adjust any limitation on substances specified in the applicable pretreatment standards to consider factors relating to such person which are fundamentally different from the factors considered by EPA during the development of the pretreatment standard. Requests for and determinations of a fundamentally different adjustment shall be in accordance with Federal law.
- d. The Authority shall notify any Class III user affected by the provisions of this section and establish an enforceable compliance schedule for each.

8-2.6 Effect of Federal or State Law. In the event that the Federal or State Government promulgates a regulation for a new or existing user in a specific industrial subcategory that establishes new pretreatment standards or establishes that such a user is exempt from pretreatment standards, such Federal or State regulations shall immediately supersede that regulations as contained in these "Rules and Regulations".

8-2.7 Revision of Pretreatment Standards. The Authority shall apply for authorization from the EPA to revise discharge limitations for those substances listed in the Federal Categorical Pretreatment Standards for which consistent removal occurs in the wastewater treatment facilities of the Authority. The Authority shall not adopt or enforce discharge limitations more stringent than the requested limitations until the State or EPA acts on the application.

8-3 MONITORING.

8-3.1 Provision for Monitoring. Discharges of wastewater to the Authority's wastewater facilities from the facilities of any user shall be monitored in accordance with the provisions of this Section.

- a. When required by the Authority, the owner of any property serviced by a building sewer carrying Class III wastewater discharges shall provide suitable access and such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastewater. Such access shall be in a readily and safely accessible location and shall be provided in accordance with plans approved by the Authority. The access shall be provided and maintained at the owner's expense so as to be safe and accessible at reasonable times.
- b. The Authority shall consider such factors as the volume and strength of discharge, rate of discharge, quantities of toxic materials in the discharge, wastewater treatment facility removal capabilities, and cost effectiveness in determining whether or not access and equipment for monitoring Class III wastewater discharges shall be required.
- c. Where the Authority determines access and equipment for monitoring for measuring Class III wastewater discharges is not practicable, reliable, or cost effective, the Authority may specify alternative methods of determining the characteristics of the wastewater discharge which will, in the Authority's judgment, provide an equitable measurement of such characteristics.

8-3.2 Determination of Wastewater Characteristics.

- a. Measurements, tests and analyses of the characteristics of wastewater to which reference is made in the Rules and Regulations shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published jointly by the American Public Health Association, American Water Works Association, and Water Pollution Control Federation, or such alternate methods approved by the Authority and which comply with State and Federal Laws. Sampling methods, locations, times, durations and frequencies are to be determined on an individual basis subject to approval by the Authority. The discharger shall have the option to use, at his/her own expense, more complete sampling methods, locations, times, durations and frequencies than specified by the Authority.
- b. Measurements, tests and analyses of the characteristics of wastewater required by the Rules and Regulations shall be performed by a qualified laboratory. When such analyses are required of a discharger, the discharger may, in lieu of using the Authority's laboratory, make arrangement with any qualified laboratory, including that of the discharger, to perform such analyses.
- c. Monitoring of wastewater characteristics necessary for determination of compliance with applicable pretreatment standards shall be conducted on the basis of the following schedule unless more frequent monitoring is required by authority other than the Rules and Regulations, or if the Authority, in its judgment, determines that the characteristics of the specific discharge warrant a different frequency monitoring:

Average Actual

Daily User Discharge	Monitoring Frequency
Less than 100,000 g.p.d.	Semiannually
100,000-999,999 g.p.d.	Quarterly
More than 999,999 g.p.d.	Monthly

- d. Monitoring of wastewater characteristics for any purpose other than the determination of compliance with pretreatment standards shall be conducted on a frequency deemed necessary by the Authority.
- e. Upon demonstration by any person that the characteristics of the wastewater discharged by that person are consistent, the Authority may reduce the frequency as may be required by authority other than these Rules and Regulations, except in no case shall the frequency of monitoring be less than semiannual for the determination of compliance with pretreatment standards.
- f. In determining the discharge characteristics, factors such as continuous or batch operation, and seasonal operation and the information requirements of other provisions of these Rules and Regulations shall be considered by the Authority. The Authority may obtain wastewater samples as required to verify the consistency of discharge characteristics.
- g. Fees for any given measurement, test or analysis of wastewater required by these Rules and Regulations and performed by the Authority shall be the same for all classes of dischargers, regardless of the quantity or quality of the discharge, and shall reflect only direct cost. Costs of analyses performed by an independent laboratory at the option of discharger shall be borne directly by the discharger.

8-3.3 Costs of Damage. If the drainage or discharge from any establishment causes deposit, obstruction or damage to any of the Authority's wastewater facilities, the Authority shall cause the deposit or obstruction to be promptly removed or cause the damage to be promptly repaired. The cost of such work, including materials, labor and supervision shall be borne by the person causing such deposit, obstruction or damage.

8-3.4 Control Manholes.

- a. When required by the Authority, any person who discharges industrial wastes into the sanitary sewer system shall construct and properly maintain at his/her own expense a suitable control manhole to facilitate observation, measurement and sampling by the Authority.
- b. When required by the Authority, any such control manhole shall be constructed at an accessible, safe, suitable and satisfactory location in accordance with the plans approved by the Authority prior to the commencement of construction.
- c. **Industries permitted to connect to Authority sewers, even though not initially being required to provide preliminary treatment, may be required to provide a control manhole and/or meter and sampler.**

8-3.5 Sewage Sampling. Industrial wastes being discharged into the sewer system shall be subject to periodic sampling, inspection and determination of character and concentration. Sampling, inspection and determination shall be made by the Authority as frequently as may be deemed necessary. Representative samples for a

full working day shall be obtained by taking hourly samples and compositing them in accordance with the flow at the time of sampling. Sewage sampling facilities shall be accessible to LMUA at all times. Due care shall be exercised in the collection and preservation of all samples to ensure preservation in as nearly the natural state as possible, including refrigeration of all samples which are intended for analysis by biochemical methods.

8-3.6 Analysis.

- a. The Authority shall be responsible for the analysis of samples of industrial wastes.
- b. Laboratory methods used in the analysis of samples of industrial wastes shall be those set forth in the latest edition of Standard Methods for the Examination of Water and Sewage, as published by the American Public Health Association, provided that alternate methods for the analysis of industrial wastes may be used subject to mutual agreement between the Authority and the person discharging the industrial wastes into the sanitary sewer system.

8-3.7 Changes in Type of Wastes. Any owner of an improved property who is discharging industrial wastes into the sanitary sewer system and who contemplates a change which will alter the type of these industrial wastes shall notify the Authority, in writing, at least ten (10) days prior to consummation of the change.

8-4 GREASE AND OIL.

8-4.1 This section shall apply to non-Industrial Users discharging liquid wastes containing grease from the preparation of food for commercial purposes directly or indirectly to the Authority's treatment works. Users including but not limited to cafeterias, hospitals, hotels, restaurants, church halls, school kitchens operations, supermarket food processing areas or other non-residential establishments where grease may be introduced into the sanitary sewer system shall implement the applicable Pollution Prevention procedures herein defined for the removal of grease.

8-4.2 Compliance

- a. Best Management Practices. To achieve compliance with these Pollution Prevention regulations each existing User shall develop, implement, and maintain a Best Management Practice (BMP). The BMP shall meet the following requirements:
 - (1) Oil and grease recovered on-site for off-site disposal shall meet the following minimum requirements:
 - (a) All solid wastes shall be stored in appropriate containers.
 - (b) Compliance with all applicable NJDEP hazardous waste and Department of Transportation (DOT) regulations.
 - (c) Users shall maintain records of volumes and types of all wastes generated and must keep same for a period of five (5) years.
 - (2) Users shall install an adequately sized oil/grease separator, grease trap or grease interceptor. The separator traps must comply with all municipal ordinances and state laws, as well as these Rules and Regulations. At a minimum, Users must comply with

the provisions of Chapter 12 of the New Jersey Sanitation Code. All equipment must be sized, installed and maintained in accordance with N.J.A.C. 5:23-1 of the New Jersey Uniform Construction Code. A facility with an existing oil and grease removal system that the Authority determines is inadequate may be directed to modify, improve or replace the existing equipment.

- (3) Grease Traps. All grease traps shall be properly installed, maintained and operated by the discharger at its own expense. All grease traps shall be easily accessible for cleaning and inspection. The grease trap installation shall be in continuous operation at all times and shall be maintained to provide efficient operation. The cleaning shall be done at a minimum of once per month, and may be performed by employees or a contractor specializing in this type of service. The facility must keep a maintenance log that includes the time, date and signature of the person performing the cleaning. If at any time the Authority or a City official determines that the cleaning frequency or the system itself is not sufficient, the cleaning frequency shall be increased or a larger unit shall be installed.

Grease trap additives are prohibited unless approved by the Authority. All material removed shall be disposed of in accordance with all state and federal regulations. All maintenance logs and any manifests shall be made readily available upon request at the time of inspection by the Authority. Failure to allow an inspection is a violation of Section 3.3 of these Rules and Regulations.

The facility shall keep records of all grease trap cleaning for a minimum of five (5) years. These records shall also be made readily available upon request at the time of inspection by the Authority or a municipal official. Failure to maintain such records is a violation of Section 3.3 of these Rules and Regulations.

- c. Grease Interceptors. The discharger shall implement weekly inspections by employees and keep a maintenance log that includes the time, date and signature of the person performing the inspection. A contractor that specializes in this type of service shall service the interceptor at a minimum of no less than once every two (2) months. If at any time an Authority or a municipal official determines that the cleaning frequency or the system itself is not sufficient, the cleaning frequency shall be increased or a larger unit shall be installed.

Grease interceptor additives are prohibited unless approved by the Authority. All material removed shall be disposed of in accordance with all state and federal regulations. All maintenance logs and any manifests shall be made readily available upon request at the time of inspection by the Authority. Failure to allow an inspection is a violation of Section 3.3 of these Rules and Regulations.

The facility shall keep records of all grease interceptor cleaning for a minimum of five (5) years. These records shall also be made readily available upon request at the time of inspection by the Authority or a municipal official. Failure to maintain such records is a violation of Section 3.3 of these Rules and Regulations.

8-4.3 Discharge Standards.

- a. The acceptable concentration for discharge to the sewer shall be as specified in Section 8-2.
- b. The discharger/property owner remains responsible for all damage and costs which arise from the discharge of material that partially or completely blocks the sewer, including the cost to clean the sewer. Any charges levied shall become immediately due and payable.
- c. Within ten (10) days of receiving written or electronic mail notification from the Authority that the Authority has determined that a discharger/property owner's grease trap has contributed a grease blockage in an Authority pipe or at the Authority's central location, the party shall a corrective plan. The plan shall be subject to the approval of the Executive Director. Said corrective plan shall not provide for the use of solvents or enzymes. Feeding live bacteria in sufficient volume and frequency to eliminate the problem is acceptable as a first step in any corrective plan/action. If live bacteria does not solve the problem, the Authority shall have the right to require the discharger and property owner to take any other remedial action necessary to eliminate the discharge of material that has contributed to the blockage of the sewer. The discharger/property owner shall take corrective action within the time period specified by the Authority.

8-4.4 Inspections.

- a. All restaurants are subject to unannounced inspection during regular business hours. If regular business hours of the restaurant and LMUA do not coincide, then inspections shall be permitted upon two (2) days advanced notice during normal LMUA business hours.
- b. Inspection may include the taking of samples and pictures and the video inspection of pipes.
- c. The restaurant staff shall open the grease trap for LMUA.
- d. The restaurant shall provide LMUA with receipts and any other evidence to provide that grease is being properly removed and disposed by a disposal contractor.

8-4.5 Bacterial Treatment.

- a. Bacteria shall be purchased by the restaurant from any vendor on the approved list maintained by LMUA.
- b. The bacteria shall be applied in a manner and quantity in accordance with the manufacturer's recommendations and so that the grease problem is eliminated.
- c. Dose shall be increased until no more than one (1) cleaning per year is needed to maintain trouble free service.
- d. The restaurant owner shall provide LMUA copies of receipts and packing lists for the bacteria.

CHAPTER IX

SWIMMING POOLS

9-1 SWIMMING POOL CONNECTIONS.

The connection of swimming pools to the sewer system may be permitted by the Authority on a case by case basis after application, inspection and approval by the Authority. Such approval will be conditioned upon the following matters:

- a. The only acceptable discharge will be from the pool contents, from treatment system backwash and from restrooms. No discharge of other wastes will be permitted, particularly from but not limited to cleaning fluids, acid wash solutions, filter sand, leaves, twigs or other materials which would otherwise not be acceptable into the sanitary sewer system of the Authority.
- b. In order to limit the rate of discharge, the maximum pipe size for connection to the Authority system shall be two (2") inch diameter cast iron or polyvinyl chloride pipe for gravity systems. The maximum size for pumping systems will be one (1") inch diameter cast iron or polyvinyl chloride pipe or an equivalent orifice. Exceptions may be made to this requirement on a case by case basis only in the event of a problem with pipe slope, or if the discharge is into an Authority sewer twelve (12") inches in diameter or greater.
- c. Connection to the Authority system shall be preceded by an acceptable screening device.
- d. The discharge pipe line shall include a double check valve, to insure against backup from the Authority system into the pool.
- e. Each application shall be accompanied by a sketch showing the exact location of the desired connection and the pipe line, valves, appurtenances and pool structure. Any change from the plan must be noted on the as-built sketch.
- f. Connection to the Authority sewer must conform to standard Authority details, including a curb riser, approvable saddle and a proper lateral connection. Pavement, curb and sidewalk restoration, if any, shall meet the Authority's requirements.
- g. Notice shall be given to the Authority upon each instance in which a portion or all of the pool water is to be discharged into the Authority system.
- h. The Authority reserves the right to order the disconnection of pool drains from the sewer system for repeated violations of these Rules and Regulations.
- i. The Authority will require proper insurance and indemnification before work is undertaken in the public right of way.

APPENDIX

**To the
Rules and Regulations
of the**

**Lambertville Municipal
Utilities Authority**

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APPENDIX A

APPENDIX A-I

EXAMPLE OF RIGHT OF WAY EASEMENT

DESCRIPTION OF THE CENTER OF A 20 FOOT WIDE SANITARY SEWER RIGHT OF WAY TO BE ACQUIRED

BY

HEREINAFTER, CALLED "GRANTEE", FROM , HEREINAFTER CALLED "GRANTOR(S)".

WHEREAS Grantor(s) is/are owner(s) of a certain tract of land situate in , County, , more particularly bounded and described in Deed Book 1862, Page 541, as recorded in the County Court House.

Beginning at a point in the center of this 20 foot wide Right of Way for sanitary sewer, a distance of about 10 feet South of the intersection of the West side of Westminster Road and the South Right of Way Line for Chanel Change South of Route 81; thence by the center of this Right of Way the following 5

Courses: (1) North 38° 45' East, about 348 feet, (2) North 40° 10' East, about 390 feet to MH OB3, (3) North 68° 10' East, about 95 feet to MH OB4, (4) North 77° 35' East, about 108 feet, to MH OB5, (5) North 52° 10' East, about 440 feet to the terminus of this Right of Way. Containing 27,620 square feet, more or less as shown on a plat known as Exhibit A or Plat No. 31.

APPENDIX A-2

PLAN OF SANITARY SEWER RIGHT OF WAY

APPENDIX B -SAMPLE APPLICATIONS

APPENDIX B-1

**LAMBERTVILLE SEWERAGE AUTHORITY
HUNTERDON COUNTY, NEW JERSEY
MINOR SEWER CONNECTION
APPLICATION FORM**

APPLICATION FOR REVIEW OF MINOR APPLICATION PLANS (SINGLE FAMILY HOMES/ADDITIONS TO SINGLE FAMILY HOMES AND PROPOSES TO CONTRIBUTE LESS THAN 500 gpd) FOR SUBDIVISION OR OTHER DEVELOPMENT IN THE CITY OF LAMBERTVILLE, COUNTY OF HUNTERDON, STATE OF NEW JERSEY.

This application must be filed in triplicate, accompanied by a seventy-five (\$75.00) dollar filing fee, thirty (30) days in advance of the scheduled meeting of the Authority. This application is not to be utilized for Commercial Applications.

Application is hereby made for review of the Subject plans of proposed subdivision for a ruling on whether the proposal is acceptable.

1. Applicant's Name: _____
Address: _____ Phone: _____

2. Name and address of present owner (if other than No.1 above):
Name _____
Address: _____ Phone: _____

3. Interest of applicant if other than owner: _____

4. Date Approved by the Lambertville Planning Board (include copy of approval).

Type of Subdivision: Major _____ Minor _____

5. Location of Subdivision: _____
(Neighborhood or Section Map)
Lot _____ Block _____

Number of Dwelling Units: _____

Number of Commercial Units: _____

Number of Industrial Units: _____

6. Area of entire tract: _____
and portion being sewered _____

7. Development plans: _____

8. Name and profession of person designing preliminary plan: _____

Name: _____ Profession: _____
Address: _____

9. Does applicant or owner agree to convey by deed to the Lambertville Municipal Utilities Authority easements to all areas on plans showing sanitary sewer and all rights to sewer system?

10. Applicant's Estimate of entire cost of construction.
\$ _____

11. Describe your proposal for sewer connection: _____

12. Location of proposed sewer connection _____
Street _____
Size of Receiving Pipe _____

13. Please provide calculations indicating the gallons per day of wastewater your proposal will generate.

14. If sewer construction is required, does the applicant agree to a Post Performance Bond and Maintenance Bond or similar security in cash or certified check?

_____ (Yes or No)

15. List plans and other material accompanying application and number of each.
Item Number

- a. Application Form _____
- b. Connection Plan or Sketch _____
- c. Connection Fee and Review Fee _____
- d. _____

16. Attach two (2) prints of your sewer connection plan.

17. Signature of Applicant, _____

Make all checks payable to the Lambertville Municipal Utilities Authority

(Do not write below this line)

Date received and fee collection by Secretary:

Date _____ Fee Paid _____

CONNECTION PERMIT(S) WILL BE APPROVED ONLY AFTER REVIEW OF APPLICATION BY AUTHORITY.

For Sewerage Authority Use:

[] Connection approved-Date

Date of Issue _____

Permit Number _____

[] Sewer extension required (owner to be advised by letter)

By _____

Date _____

Secretary _____

APPENDIX B-SAMPLE APPLICATIONS

APPENDIX B-2

**LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY
HUNTERDON COUNTY, NEW JERSEY
MAJOR APPLICATION FOR SEWER SERVICE**

APPLICATION FOR REVIEW OF PRELIMINARY APPLICATION PLANS FOR SUBDIVISION OR OTHER DEVELOPMENT IN THE CITY OF LAMBERTVILLE, COUNTY OF HUNTERDON, STATE OF NEW JERSEY. This application must be filed in triplicate, accompanied by the two hundred fifty (\$250.00) dollar filing fee, thirty (30) days in advance of the scheduled meeting of the Authority.

Application is hereby made for review of the Subject plans of the proposed subdivision.

1. Applicant's Name:; _____

Address: _____ Phone: _____

2. Name and address of present owner (if other than No.1 above):

Name _____

Address: _____ Phone: _____

3. Interest of applicant if other than owner: _____

4. Type of Subdivision: Major _____ Minor: _____

5. Location of Subdivision:; _____
(Neighborhood or Section Map)

Block _____ Lot(s) _____ Block _____ Lot(s) _____

Number of Dwelling Units: _____

Number of Commercial Units: _____

Number of Industrial Units: _____

6. Number of proposed lots to be sewered: _____

7. Area of entire tract: _____

and portion being sewered, _____

8. Describe your proposal for Sewer Connection: _____

9. Name and profession of person designing preliminary plan:

Name: _____ Profession: _____

Address: _____

10. Does applicant or owner agree to convey by deed to the Lambertville Municipal Utilities Authority easements to all areas on plans showing sanitary sewer and all rights to sewer system? _____

11. Applicant's Estimate of entire cost of construction.

\$-----

12. Describe your proposal for sewer connection: _____

13. Location of proposed sewer connection: _____

Street

Size of Receiving Pipe: _____

14. Please provide calculations indicating the gallons per day of wastewater your proposal will generate.

15. If sewer construction is required, does the applicant agree to a Post Performance Bond and Maintenance Bond or similar security in cash or certified check?

_____ (Yes or No)

16. Does the applicant agree to a Preconstruction Meeting prior to any sewer construction?

_____ (Yes or No)

17. List plans and other material accompanying application and number of each.
Item Number

- a. Application Form _____
- b. Connection Plan or Sketch _____
- c. Connection Fee and Review Fee _____
- d. _____

18. Attach prints of your sewer connection plan.

19. Signature of Applicant: _____

Make all checks payable to the Lambertville Municipal Utilities Authority

(Do not write below this line)

Date received and fee collected by Secretary:

Date _____ Fee Paid _____

Action of the Lambertville Municipal Utilities Authority

Date _____

Secretary _____

For Authority Use:

() Connection Approved-Date

Date of Issue _____

Permit Number _____

() Sewer Extension Required (owner to be advised by letter)

APPENDIX C-SAMPLE EXTENSION AGREEMENTS

APPENDIX C-1

SANITARY SEWER EXTENSION AGREEMENT

THIS AGREEMENT is made this ___ day of __, 20__, by and between , hereinafter referred to as "PROPERTY OWNER," and the LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY of Lambertville, New Jersey, hereinafter referred to as the AUTHORITY," as follows:

Whereas, the "PROPERTY OWNER" has applied to the "AUTHORITY" for an extension of the sanitary sewage collection and treatment service for property hereinafter more fully described; and

Whereas, the "PROPERTY OWNER" has submitted the plans and specifications for such extension to the "AUTHORITY'S" engineers, who have reviewed the said plans and specifications and whose recommendations and requirements are incorporated into this Agreement as hereinafter set forth; and

WHEREAS, the "AUTHORITY" is going to permit said extension to its sewage collection and treatment system subject to and upon the following terms and conditions:

NOW, THEREFORE, in consideration of the parties' mutual covenants contained, and for other good and valuable consideration, the parties agree as follows:

1. The "PROPERTY OWNER" shall be permitted to extend the "AUTHORITY'S" sewage collection system to service property owned by him known and designated as follows:
2. The said extension is specifically conditioned upon the "PROPERTY OWNER'S" ability to convey to the "AUTHORITY," at the completion of the construction and the "AUTHORITY'S" acceptance thereof, ownership to the said extension, including an easement for the lands upon which the said extension is situated in a form and substance acceptable to the "AUTHORITY" and the "AUTHORITY'S" attorney. Conveyance of the ownership of the said extension and easement is a condition precedent to this Agreement and in the event said conveyance cannot be made to the "AUTHORITY," this Agreement shall be declared null and void and the "AUTHORITY" shall have no obligation whatsoever to accept the said extension and/or to provide sewage treatment collection or treatment capacity for the premises in question.
3. Prior to the start of construction, Sewer Connection Permits for each of the proposed dwelling units shall be obtained from the "AUTHORITY." A fee shall be charged by the "AUTHORITY" for each connection permit requested in accordance with the "AUTHORITY'S" rules and regulations. In addition, a performance bond or irrevocable letter of credit in an amount equal to one hundred twenty (120%) percent of the estimated cost of the proposed sewerage facilities shall be required to be posted with the "AUTHORITY" prior to the start of construction. Bonds shall not expire and shall only be released by the AUTHORITY."
4. All easements and rights of way shall be the responsibility of the "PROPERTY OWNER" to obtain. The form of all easements and rights of way must be approved in advance by the "AUTHORITY" and ownership of the said easements and rights of way shall be conveyed to the "AUTHORITY." No facilities may be constructed until all applicable easements and rights of way have been obtained.

5. A preconstruction conference shall be held among the "PROPERTY OWNER," contractor, contractor's engineer, the "AUTHORITY'S" Executive Director and the "AUTHORITY'S" engineer prior to the commencement of construction. A minimum of seven (7) days' notice must be provided by the "PROPERTY OWNER" or contractor to schedule the preconstruction conference. The contractor or "PROPERTY OWNER" must provide at least forty-eight (48) hours' notice to the "AUTHORITY" for all required inspections.
6. Prior to the commencement of construction, the "PROPERTY OWNER" must submit a Certificate of Liability Insurance in an amount of at least two million (\$2,000,000.00) dollars naming the "AUTHORITY," the City of Lambertville and the "AUTHORITY'S" engineer as additional insured.
7. The construction of the sewer line extension shall be in strict compliance with the plans and specifications heretofore submitted to and approved by the "AUTHORITY'S" engineer, which plans and specifications, together with the engineer's acceptance, comments or conditions shall be made a part of this Agreement, and shall be further subject to the inspection, approval and acceptance by the "AUTHORITY'S" engineer as the work progresses and upon completion of the project.
8. The "PROPERTY OWNER" shall be required to deposit, in escrow with the "AUTHORITY," the funds necessary to reimburse the "AUTHORITY" for its engineering, legal and other out-of-pocket expenses pursuant to a separate "Sewer Line Extension Escrow Agreement," which must be executed simultaneously herewith and the funds required there under deposited with the "AUTHORITY" simultaneously with the execution of this Agreement.
9. The "AUTHORITY'S" execution of this Agreement shall be of no force and effect and shall not be binding upon the "AUTHORITY" unless and until the "PROPERTY OWNER" shall obtain and deliver to the "AUTHORITY" written evidence of the following:
 - (a) The necessary municipal subdivision, variance or any other required approvals.
 - (b) The New Jersey Department of Environmental Protection Sewer Extension Permit and/or any other necessary permit from the New Jersey Department of Environmental Protection, the Federal Environmental Protection Agency and/or any other regulatory body.
 - (c) Any other Municipal, County, State or Federal approvals specifically required for the particular project, including, but not limited to, floor plan or stream encroachment permits, soil and sediment control or erosion plan, Municipal, County, State or Federal highway opening or access permits, etc.
10. Upon completion of the project, the "PROPERTY OWNER" shall deliver to the "AUTHORITY," the following:
 - (a) A deed of title or easement for the lands upon which the extension is constructed, together with a Police of Title Insurance, insuring to the "AUTHORITY" a clear and satisfactory title or easement to said lands.
 - (b) A two (2) year Maintenance Bond, letter of credit or cash in an amount

equal to twenty (20%) percent of the performance bond.

(c) As-built drawings and specifications for the extension.

11. Upon acceptance of the project by the "AUTHORITY" and its engineers, the "PROPERTY OWNER" shall supply the "AUTHORITY" with the two (2) year Maintenance Bond, letter of credit or cash, warranting the installation for a period of twenty-four (24) months in accordance with the terms and conditions herein.
12. The "PROPERTY OWNER" will indemnify and hold harmless the "AUTHORITY" and its engineer, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the "PROPERTY OWNER," or anyone directly or indirectly employed by the "PROPERTY OWNER" or anyone for whose acts any of them may be liable.
13. In any and all claims against the "AUTHORITY" or its engineer, or any of its agents or employees, by any employee of the "PROPERTY OWNER," or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the "PROPERTY OWNER" under any Worker's Compensation Acts, disability benefit acts or other employee benefits acts.
14. The obligation of the "PROPERTY OWNER" under this paragraph shall not extend to the liability of the "AUTHORITY'S" engineer, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.
15. Both parties represent that the execution of this Agreement is the authorized act of each of them.
16. This Agreement shall extend to and bind the respective successors and assigns of the parties.
17. This Agreement sets forth the entire understanding between the parties as respects the subject matter hereof. No changes in this Agreement shall be binding upon either party unless reduced to writing and signed by each party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused its proper officers to sign this Agreement and affix its proper seal hereto the date and year first above written.

Sworn, sealed and published in
the presence of or attested by:

ATTEST:
By:

LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY

Secretary

Chairman

WITNESS:

_____ (L.S.)

_____ Date

APPENDIX C-2

SEWER LINE EXTENSION ESCROW AGREEMENT

THIS AGREEMENT made this__ day of , 20 __, by and between the LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY, a Municipal Utilities Authority organized and existing under the laws of the State of New Jersey, Lambertville, New Jersey, (hereinafter referred to as the "AUTHORITY"), and

(hereinafter referred to as the "PROPERTY OWNER"):

WITNESSETH

WHEREAS, the "AUTHORITY" is a duly organized and operating municipal utilities authority having jurisdiction over the municipality within which the property of the "PROPERTY OWNER" is situated and located; and

WHEREAS, the "PROPERTY OWNER" is desirous of extending the sewage collection system of the "AUTHORITY" so as to service property which is owned or about to be acquired by the "PROPERTY OWNER"; and

WHEREAS, the "AUTHORITY" will incur engineering and legal costs and expenses in connection with its review, inspection and approval of the extension sought by the "PROPERTY OWNER"; and

WHEREAS, the "PROPERTY OWNER" has agreed to reimburse and pay the "AUTHORITY" for any such engineering and/or legal expense, as well as other reasonable fees associated with the construction of the subject Sanitary Sewerage System, and has further agreed to establish an escrow account in an amount sufficient for the payment of the said expenses, and from time to time agrees to add to the said escrow account (hereinafter referred to as the "ESCROW ACCOUNT"), as the actual charges exceed the amounts theretofore deposited;

BE IT THEREFORE RESOLVED that for the mutual covenants and agreements of the parties hereto and consideration of their mutual promises herein contained, and other good and valuable consideration:

- (A) The "PROPERTY OWNER" shall deposit with the "AUTHORITY" the sum of\$
- (B) The "AUTHORITY" shall obtain from its Engineer and Attorney itemized invoices (at the regular rates charged by said professional to the "AUTHORITY" pursuant to their existing contracts with the "AUTHORITY").
- (C) Upon receipt of the aforesaid invoices the "AUTHORITY" shall be authorized to withdraw from the "ESCROW ACCOUNT" sufficient funds to pay the said invoices.
- (D) In the event, as the "PROPERTY OWNERS" project develops and is completed, the amount in the "ESCROW ACCOUNT" is depleted by the payment of the said invoices, the "PROPERTY OWNER" shall be required to deposit additional funds in an amount sufficient to meet the projected additional expenses. The amount of said additional deposit shall be equal to an amount certified to the "AUTHORITY" and the "PROPERTY OWNER" as a good faith estimate of the additional expenses by the respective Engineering and Legal Professionals.
- (E) Upon completion and final approval of the sewer line extension of the

"PROPERTY OWNER", and posting of a Maintenance Bond, any funds remaining on deposit in the "ESCROW ACCOUNT" shall be returned to the "PROPERTY OWNER", except for those funds required to cover any outstanding bills and three hundred fifty (\$350.00) dollars to cover inspections during the maintenance period.

(F) The "AUTHORITY" shall deposit the escrowed funds in a Money Market or Passbook and Savings Account and any interest accrued thereon shall be used for the payment of the expenses as invoiced and/or returned to the "PROPERTY OWNER" in the event the amount of the "ESCROW ACCOUNT", together with accumulated interest exceeds the invoice costs.

(G) Failure of the "PROPERTY OWNER" to create, maintain or add to the "ESCROW ACCOUNT" shall be deemed a violation of the "PROPERTY OWNER'S" agreement with the "AUTHORITY" and shall be justification for the "AUTHORITY" to terminate any further work in connection with the review, inspection or approval of the sewer line extension of the "PROPERTY OWNER", and the "AUTHORITY" shall not be obligated to re-undertake such work unless and until the terms of this Agreement are fully complied with by the "PROPERTY OWNER".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused its proper corporate officers to sign this agreement and affix its proper corporate seal hereto the date and year first above written.

Signed, Sealed and Published
in the presence of or
attested by:

ATTEST: LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY
By:

Date Secretary Date Chairman

WITNESS:

Name Date "Property Owner" Date

**APPENDIX D-1
MODEL INDUSTRIAL WASTEWATER
PERMIT APPLICATION**

GENERAL INFORMATION

Standard Industrial Classification Code (SIC), _____

Company Name _____

Mailing Address _____

Address of Premises _____

Name and Title of Signing Official _____

Contact Official _____

Name _____

Title _____

Address _____

Phone _____ Fax _____

The information contained in this questionnaire is familiar to me and to the best of my knowledge and belief, is true, complete and accurate.

Date Signature of Official

Plant Operational Effecting the Characteristics of Discharge

Brief description of manufacturing or service activity on premises: _____

Raw Materials _____

NOTE: If the discharger makes a claim that any information requested on this form is confidential, such information shall be submitted on a separate sheet of paper.

Principal Product or Service (use Standard Industrial Classification Manual if appropriate) _____

Type of Discharge: ___Batch ___Continuous ___

If batch, average number of batches per 24 hours, _____

Is there a regularly scheduled shutdown: _____

When? _____

Is production seasonal? If yes, explain indicating month(s)
Of peak production ~ _____

Average number of employees per shift: _____ 1st _____ 2nd _____ 3rd
Shift start times: _____ 1st _____ 2nd _____ 3rd

Shift normally worked each day:

Sun Mon Tue Wed Thu Fri Sat

1st	___	___	___	___	___	___
2nd	___	___	___	___	___	___
3rd	___	___	___	___	___	___

What hazardous substances so designated by 40 CFR 403 Appendix B in accordance with Section 311 of the Clean Water Act are handled on the premises? _____

NOTE: If the discharger makes a claim that any information requested on this form is confidential, such information shall be submitted on a separate sheet of paper.

Describe any wastewater treatment equipment or processes in use:

Raw Water Sources:

Source Quantity

_____	_____ gallons/day
_____	_____ gallons/day
_____	_____ gallons/day

Describe any raw water treatment processed in use: _____

List Water Consumption in Plant

Cooling water _____ gallons/day
Boiler feed _____ gallons/day
Process water _____ gallons/day
Sanitary System _____ gallons/day
Contained in products _____ gallons/day
Other _____ gallons/day

List average volume of discharge or water loss to:

City wastewater sewer _____ gallons/day
Natural outlet _____ gallons/day
Waste hauler _____ gallons/day
Evaporation _____ gallons/day
Contained in Product _____ gallons/day
Is discharge to sewer: _____ Intermittent _____ Steady

List plant sewer outlets, size, flow (attach and refer to map): _____

NOTE: If the discharger makes a claim that any information requested on this form is confidential, such information shall be submitted on a separate sheet of paper.

Is there a Spill Prevention Control and Countermeasure Plan in effect for this plant? _____ Yes _____ No

Wastewater Analysis

Sampling Location _____

Analytical data (concentrations in mg/l (ppm):

(Include all significant constituents of the wastewater discharge) _____

Sample Date(s) _____

Description of sampling method _____

Sample collected by _____

PRETREATMENT

Is this plant subject to an existing Federal Pretreatment Standard? _____

If so, are Pretreatment Standards being met on a consistent basis? _____

Are additional pretreatment facilities and/or operation and maintenance required to meet Pretreatment Standards? If so, provide a time schedule for completion.

NOTE: If the discharger makes a claim that any information requested on this form is confidential, such information shall be submitted on a separate sheet of paper.

The Authority may require any user of the Authority's wastewater collection and treatment facilities to install, at the customer's expense, a Grease Interceptor when, in the opinion of the Authority, same is necessary for the proper handling of liquid waste so as to contain floatable oils, fat or grease deemed harmful to the Authority's sewerage collection system and treatment facility and/or its processes.

The size and type of such interceptor shall be as determined by the Authority according to the customer's maximum volume and rate of discharge.

Grease Interceptors shall be a mechanical device which are not solely dependent upon the employees of the customers for maintenance and operation and shall be installed upon the line and facility of the customer and in such location as to make it readily accessible for inspection by an employee of the Authority.

APPLICATION FOR SEWER SERVICE

PROPERTY OWNER'S NAME AND ADDRESS:

PROPERTY LOCATION:

STREET LOCATION:

BLOCK _____

LOT NO. _____

COPY OF PLANNING BOARD OF ADJUSTMENT APPROVAL/

RESOLUTION

COPY OF PLANS TO BE INCLUDED WITH THE ABOVE

NUMBER OF DWELLING UNITS: _____
NUMBER OF COMMERCIAL UNITS: _____
NUMBER IN INDUSTRIAL UNITS: _____
DATE OF APPLICATION _____

CONNECTION PERMIT(S) WILL BE APPROVED ONLY AFTER REVIEW OF APPLICATION BY AUTHORITY.

OWNER

THERE WILL BE NO INSPECTIONS PERFORMED ON SATURDAYS OR SUNDAYS.

For Sewerage Authority Use:

- Connection Approved-Date
- Date of Issue
- Permit Number

Sewer extension required (owner to be advised by letter)

By _____

Approval of the application and the permit fee is required prior to any excavation. The connection fee for connection to the sewer system shall be calculated based upon what the current connection fee is when the connection is physically made. Should the current fee differ from what the fee was when the "Application for Sewer Service" was submitted, the property owner shall be required to pay the difference to cover the fee which is current when the connection is made. The Authority prohibits any excavation or sewer construction until connection fees are paid in full.

The Authority will not under any circumstances, provide connection permit and/or dispatch an inspector to inspect a connection without the connection fee being paid in full. There will be no inspections performed by the Authority on Saturday or Sunday. After the Authority permit has been paid for, the applicant must obtain a Sewer Utility connection permit under Plumbing Subcode Technical Section of the New Jersey Uniform Construction Code at the Lambertville City Office, 18 York Street, Lambertville.

After the connection is installed and before anything is covered, call the authority for the previously scheduled inspection to be performed. The inspector will observe the back filling and mechanical compaction to a height of six (6") inches above the connection.

APPENDIX E-ADDITIONS TO
RULES & REGULATIONS

APPENDIX E-1

**ADDITIONS TO RULES AND REGULATIONS OF THE
LAMBERTVILLE MUNICIPAL UTILITIES AUTHORITY**

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for the
Municipal Utilities Authority
of the
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