

TOWNSHIP OF BERNARDS

SEWERAGE AUTHORITY

Rates, Rules & Regulations

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I. INTRODUCTION AND DEFINITIONS

A. TITLE

These Rates, Rules and Regulations shall be known as "Township of Bernards Sewerage Authority Rates, Rules and Regulations, Revision of 20~~15~~20" and may be referred to for brevity as "R.R.R. 20~~15~~20."

B. PURPOSE

The purpose of the Authority is to implement the Sewerage Authorities Law (N.J. Laws of 1946 Chapter 138 R.S. 40:14 A-1 et seq.) in the public interest for the Township of Bernards in the County of Somerset, State of New Jersey in order to foster and promote relief of waters from pollution and abate the menace to public health. These Rates, Rules and Regulations are established for the conduct of Sewerage Authority business, to cover new Sewerage Authority facilities, and to provide a schedule of fees, rates, and regulations within the sphere of the Sewerage Authority's activities.

C. DISTRIBUTION

1. Copies of these Rates, Rules and Regulations shall be available at the Sewage Treatment Plant, Township and Sewerage Authority offices and Library.
2. Three (3) copies of these Rates, Rules and Regulations shall be filed in the office of the Township Clerk at Collyer Lane, Basking Ridge, New Jersey and the same shall remain on file for use and examination of the public as long as they are in effect.
3. Notice of the adoption of these Rates, Rules and Regulations and of the date of adoption shall be published in the Bernardsville News for one insertion thereof, which notice shall also state that the same are available for inspection by the Public at the office of the Authority and at the office of the Bernards Township Clerk.

D. EFFECTIVE DATE AND PROVISION FOR CHANGES

1. These Rates, Rules and Regulations shall take effect immediately on adoption by the Authority as indicated by the date and signatures of the Chairman and Secretary as noted below and shall supersede the Rates, Rules and Regulations heretofore adopted by the Authority and any prior amendments thereof and supplements thereto. The Schedule of Rates hereunto annexed and made a part thereof shall become and be effective on and after November 18, 1996, and as subsequently amended.
2. In the event any section, paragraph, sentence, clause or part of these Rates, Rules and Regulations are changed by action of the Authority, the same shall in no way effect the remaining portions of them.

3. Revisions, partial revision, changes, modifications and additions may be made by the Authority at any regular meeting of the Authority upon approval of a majority of all the members of the Authority to the same and shall be signed by the Chairman and Secretary with the effective date thereof.

E. DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of the terms used in these Rates, Rules and Regulations shall be as follows:

1. "Service Charges" shall mean rents, rates or fees, other than permit fees, charged for direct or indirect connection with, and the use of, the Authority's sewerage system and shall include the initial charge made upon connection, often referred to as a connection or initial charge, and the other charges periodically made on an annual or other time basis.

2. "Authority" shall mean the Township of Bernards Sewerage Authority ordained by Bernards Township Ordinance No. 54 adopted May 22, 1956, organized pursuant to the Sewerage Authority Law, N.J.S.A. 40:14 A-1 et seq.

3. "Authority Consulting Engineer" shall mean person or firm duly employed in such capacity by the Authority.

4. "Biochemical Oxygen Demand (B.O.D.)" shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20°) degrees Centigrade, expressed in parts per million by weight.

5. "Commercial concern" shall mean any concern engaged in service, trade, business, traffic or commerce in general, exclusive of industrial concerns.

6. "Commercial waste" shall mean domestic (quality/type) sewage only, from office buildings, research establishments, commercial buildings, professional offices, and similar establishments. It shall not include any industrial waste.

7. "Connection Fee" shall mean the initial charge made upon connection to the Authority's system.

8A. "Equivalent Dwelling Unit" shall mean a unit of sewage flow, or of capacity in the Authority's treatment plant to handle sewage flow, equal to (i) in the case of residential development, the flow generated by one residential dwelling unit, regardless of actual flow, or (ii) in the case of non-residential development, refer to the calculations in Appendix A.

8B. "Failure in a building sewer or house connection" shall mean any defect in a pipe or joint which adversely affects performance of the sanitary sewer or which has the potential to cause such adverse effects, including but not limited to a hole, breakage, separated joint, misalignment or an observed or measured rate of flow which is indicative of a continuous or intermittent infiltration of ground water or inflow of surface water.

9. "House connection" shall mean any pipe together with necessary connections conveying sewage from a single building or premises of any kind or sort to the sewer system at either the curb line or Authority's easement line.

10. "Industrial concern" shall mean any concern engaged primarily in manufacturing or processing operations.

11. "Industrial waste" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

12. "Infiltration" shall mean leakage into the sanitary sewer system from ground water sources.

13. "Inflow" shall mean leakage into the sanitary sewer system of run-off from surface water sources, including but not limited to the introduction of surface water into the sanitary sewer from foundation drains and sump pumps.

14. "Inspector" shall mean the duly designated person assigned by the Authority to process house connection permits and/or inspect the construction of house connections and sanitary sewer and perform such other duties as may be authorized by the Authority.

15. The word "may" is used permissively and the word "shall" has a mandatory meaning unless clearly indicated otherwise.

16. "Multiple dwelling" shall mean a building housing two (2) or more separate families.

17. "Person" shall mean any individual, firm, company, association, society, corporation or group.

18. "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ion in grams per liter of solution.

19. "Planning Board" shall mean the Township of Bernards Planning Board.

20. "Alternative system" shall mean a sewer distinct from the Authority's sewer or other public sewer.

21. "Professional Engineer" shall mean a person licensed to practice professional engineering in the State of New Jersey.
22. "Sanitary sewer" shall mean a sewer which carries or is intended to carry sewage and into which storm, surface and ground water is not intentionally admitted.
23. "Secretary" shall mean the duly designated Secretary of the Authority.
24. "Sewage" shall mean water carried wastes from residences, business buildings, institutions, industrial establishments and other buildings or places.
25. "Sewer service area" shall mean that portion of Bernards Township which is serviced by the Bernards Township Sewerage Authority plant and conveyance system. A map of the sewer service area is attached to these Rates, Rules and Regulations as Appendix B.
26. "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for the treating of sewage in the Township other than that used on and for one property under one ownership as an individual sanitary disposal system.
27. "Sewer" shall mean a pipe or conduit carrying or intended to carry sewage.
28. "Sewer system" shall mean all trunks, sub-trunks, sewers, interceptors, pumping stations, laterals, branches and all other sewer appurtenance, owned by the Authority, the sewage from which is delivered to the Authority's Sewage Treatment Plant.
29. "Street" shall mean any and streets, avenues, highways and roads whether publicly used or dedicated with or without acceptance by any government body.
30. "Suspended solids" shall mean solids that either float on the surface or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering.
31. "Township" shall mean the Township of Bernards in the County of Somerset, State of New Jersey.
32. "Township Engineer" shall mean the duly appointed engineer of the Township.
33. "Treasurer" shall mean the duly designated Treasurer of the Authority.
34. "User Charge" shall mean rents, rates or fees, other than permit or connection fees, periodically made on an annual or other time basis. User Charge Fees shall be in accordance with the User Charge System which has been approved by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency.

II. OFFICE OF AUTHORITY AND HOURS OF BUSINESS

A. The principal office and mailing address of the Authority is the Bernards Township Municipal Building, One Collyer Lane, Basking Ridge, New Jersey 07920.

B. The office of the Authority will be open for the purpose of receiving the payment of bills and the transaction of regular business between the hours of 8:30 a.m. and 4:30 p.m. prevailing time, each weekday, Monday through Friday, except on legal holidays.

III. ELIGIBILITY FOR SERVICES

A. In those locations where the boundary of the Sewer Service Area shown on Appendix B encompasses a portion of a lot, the text in the notes on the map shall control over any contrary scaling or other measurement in determining the actual location of the boundary within the lot.

B. A structure, any part of which is located within the Sewer Service Area shown on Appendix B shall, subject to all other conditions of these Rates, Rules and Regulations, be eligible for a permit to connect to the Authority's Sewer System.

C. The boundary of the Sewer Service Area shall be considered as "within" the Area.

D. No structure located outside the Sewer Service Area shall be eligible to be connected, directly or indirectly, into the Authority's Sewer System or Sewage Treatment Plant.

E. Any decision upon whether, when or where to construct new or extended sewer mains, is within the sole discretion of the Authority. Inclusion of a premises or structure within the Sewer Service Area does not guarantee that either service or treatment plant capacity will be available for the particular premises or structure.

IV. APPLICATION PROCEDURES AND FEES

A. For Individual and/or Existing Structures

1. No connection of any kind or nature shall be made to the Authority's sanitary sewer system nor shall any sanitary sewer, private sewer system or private sewer plant be constructed, until written application for a permit to do so has been completed and presented to the Authority for such purpose and a permit therefore duly issued.

2. Applications for connection permits shall be submitted to the Authority accompanied by the following:

Permit fee or as determined by the Authority for Sewer Connection -- \$25.00

Fees for application permits are due and payable in advance at the time of submission of the application therefore.

Any costs incurred for engineering services, including review and approval of plans as submitted, shall be borne by the applicant. Applications for permits shall be accompanied by plans and specifications as called for therein.

All costs incurred in connection with engineering costs or for inspection services associated with new construction and proposed new construction are due and payable by the owner, developer or applicant within thirty (30) days after submission of the bill therefore by the Authority or engineer and, where such bill is submitted by mail, such thirty (30) day period shall be reckoned from the date of postmark.

3. Upon receipt of application for connection permits, the Authority shall forthwith transmit the same, with one copy of all accompanying documents, to the Authority Director and Township Construction Code Officer for examination, and no permit shall be issued until such application has been approved by the Authority Director. The applicant shall furnish sufficient completed copies of the application, plans and specifications for such purposes.

4. Connection permits shall be valid and in force for a period of one year from the date of issue and thereupon by void unless before the termination of such period the Authority upon written request of the applicant, shall grant an extension for one additional year. All permits, if extended, shall become invalid at the termination of one extension of time.

5. Nothing herein, nor the issuance of a connection permit by the Authority shall be construed by the applicant to mean that the permits required by other governmental agencies for any other work whatsoever shall not be required in addition to all permits required by the Authority.

B. For Extension to the Authority's System By Developers and Others-Application Procedures for NJDEP form TWA:

1. Planning Board Review:

Planning Board reviews site plan, including sanitary sewer construction details. If site plan receives preliminary approval, developer is instructed to write Sewerage Authority to determine if capacity is available and the method of intended service.

2. Determination of Capacity and Method of Service:

Authority receives request for service from developer and forwards letter to Authority's consulting engineer for review and comment. Consulting engineer

indicates to Authority that service or capacity is/is not available and the method of service. Authority responds to developer.

3. Submission of Plans/Plan Review:

a. Engineer for developer submits sanitary sewer plans to Authority and requests review and Authority approval. This submission includes completed TWA application (except Authority's and agent's signature), Engineer's Design Report and signed, sealed plans and specifications.

b. Authority responds to developer by letter. Authority indicates it has received plans and requests deposit of \$30.00 per unit, but not less than \$1,500.00 or as determined by the Authority's consulting engineer, to be held in escrow to cover plan review fee. Authority indicates developer is responsible for review fees in excess of \$500.00; any money not used for review fees will be credited toward inspection fees. Authority indicates that review is contingent upon receipt of \$500.00.

c. Upon receipt of escrow deposit in amount as indicated, Authority forwards plans, report and TWA to Authority's consulting engineer for review. Authority also requests estimate of review fee and inspection fees from consulting engineer.

d. Authority consulting engineer reviews plans and makes comments, required alterations. Engineer sends comments to Authority, copies to developer's engineer.

e. Developer's engineer receives Authority's consulting engineer's report and makes required corrections and/or additions. Developer's engineer resubmits plans to Authority's consulting engineer.

4. Formal Application Procedures:

a. Authority's consulting engineer submits plans, design report, signed TWA application to Authority with recommendation regarding Authority approval. Consulting engineer agrees to serve as agent for Authority and recommends that Authority make application to NJDEP in behalf of developer.

b. Authority, by formal resolution, approves plans and authorizes Authority Chairman to sign and execute TWA form.

c. Chairman signs TWA form and forwards all necessary resolutions and endorsements to Developer's engineer who assembles application package (additional sets of approved plans and reports) and submits these materials to NJDEP. Developer pays TWA application fee directly to NJDEP.

5. Upon Authority Indicating Capacity is Available:

a. Agreement between Authority and Developer.

i. Upon Authority indicating capacity is available and method of service established, Authority instructs Authority Attorney to prepare agreement between Authority and developer reserving a specified capacity for period not exceeding three (3) years unless a different period is provided pursuant to Article XIV hereof.

ii. Prior to execution of agreement, Authority will not sign TWA (i.e. apply for DEP construction permits.)

b. Inspection and Review Fees:

i. Upon return of approved NJDEP sewer construction permit, Authority advises developer of estimated inspection fees. Authority also requests deposit of \$50.00 per unit, but not less than \$2,500.00, to be held in escrow to cover "as-built" plans review fee. Authority indicates developer is responsible for review fees in excess of the amount deposited in escrow; any money not used for review fees will be credited toward inspection fees. Inspection fee deposit in the full amount of estimated inspection fees and the as-built plans review fee are due 30 days prior to any sewer construction. Authority indicates that authorization to proceed is contingent upon receipt of inspection fee deposit and as-built plans review fee.

ii. Upon receipt of inspection fee deposit and NJDEP sewer construction permit Authority authorizes construction of sewers.

iii. Developer proceeds to construct sewers, first indicating when construction will start to Authority and Authority's engineer. Developer is responsible for all inspection fees incurred.

6. Completion and Certification:

a. Inspection during construction: During construction of sanitary sewers, developer will prepare construction schedule for Authority's consulting engineer so that adequate inspection during construction can be provided.

b. Completion and certification: Upon completion of construction, developer requests certification by Authority's engineer who submits same to NJDEP with copy to Authority. No Certificate of Occupancy is issued until all fees, certifications, and connection fees are paid and permit to operate is received from NJDEP.

C. For Bernards Township Board of Education:

1. The Bernards Township Sewerage Authority and the Bernards Township Board of Education may enter into an allocation agreement, reserving for the Board a specified capacity for a period not exceeding 10 years, for an allocation of sewerage capacity

based upon future enrollment projections, as submitted to the Authority for any school buildings which are now directly or indirectly connected with, or which may in the future be connected with, its sewerage system.

V. CONNECTIONS

A. Rules and Regulations

1. The owner of each and every house, building or property used for human occupancy, employment or recreation or any other such purpose, situate within the Township and abutting on, or having access to any street, easement or right-of-way in which there is now located or may in the future be located a public or private sanitary sewer of the Authority is required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper sewer in accordance with these Rules and Regulations and the provisions of Township Board of Health Ordinance #BH-13 dated December 18, 1980 as amended.

2. A separate and distinct connection shall be provided for every building and premises, except that, in 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 building or premises shall be responsible for all permit fees and service charges, both connection and user, as though separately and directly connected with the Authority's system and provided, further, that all owners of buildings or premises involved approve and consent in writing to the making of the connection in such manner.

3. The Authority and its duly appointed representatives have the right under State Law to enter upon and inspect any premises in the Township of Bernards, at all reasonable times, for the purpose of ascertaining the use made, the method of use and the quantity and quality of such use into the Authority's system as well as to perform any necessary corrective work pursuant to Section VIII of these Rates, Rules and Regulations; and the making of an application for a permit or the use of the Authority's system, or both, shall be deemed authorization for the exercise of such right by the Authority and its representatives. The Authority may, at its option, request that the Bernards Township Board of Health declare a stoppage or failure to be a nuisance, and to designate the Authority as the agent of the Board of Health for the purpose of abating said nuisance.

4. The Authority shall have the right to require any user of its system, when deemed necessary, to install water meters, or meters to measure the amount of sewage use, or both, and to enter upon any premises to read or inspect any meter at all reasonable times.

B. Connection Procedures, Methods & Materials

1. All work and material shall be subject to the approval or rejection of the Authority's inspector and be performed and installed under his supervision and all work and material must comply and be done in accordance with these Rates, Rules and Regulations, State Statutes, Municipal Ordinances and Public Health Regulations.
2. No connection shall be made until such time as a permit to do so has been first issued by the Authority.
3. All costs and expenses incident to the installation and connection shall be borne by the owner, with one exception. If the connection requires an individual property owner to purchase a pump, upon proof of purchase of the pump and connection into the Authority's system, the Authority will reimburse the property owner up to \$3,000.00 for the cost of the pump. This exception does not apply to new construction, but to existing dwellings, only. All connections shall be and remain the property and responsibility of the owner.
4. Horizontal bends where required shall be limited to a maximum of 45 degrees. House connections shall be laid with a normal minimum cover of three (3') feet.
5. No house connection shall be less than four (4") inches nor greater than six (6") inches internal diameters, except where a pump system must be utilized. When utilizing a pump system, a one and one quarter (1-1/4") inch pipe shall be used with a minimum depth of three (3') feet.
6. The following materials may be used:
 - a. Polyvinyl chloride (PVC) sewer pipe (with a four inch diameter) A.S.T.M. specification D3034 (20' length) or SDR35 (12' length) with O ring joint.
 - b. Cast iron pipe, heavy duty (or better), jointed with jute and lead or one-piece compression gaskets.
7. All pipe joints shall be made water-tight and protected against damage by roots.
8. All PVC pipe is to be bedded in six (6") inches of quarry process or 3/4" stone and then it is to be covered with the same material eight (8") to twelve (12") inches. Cast iron pipe is to be bedded on six (6") inches of 3/4 inch stone and covered carefully to prevent breakage by a stone or heavy object being dropped on the pipe. House connections shall be laid with a normal minimum of three (3') feet. House connections shall be so laid and protected as not to be injured from subsequent action on the surface above the same such as the passage of motor vehicles or other traffic over such surface.
9. Fixture outlets. All service connections shall leave the basement of all buildings a distance of six (6") inches above the basement floor from the underside of the sewer pipe except in extraordinary cases where a waiver of basement service or a different elevation is approved by the Authority upon recommendation of the Authority's

Consulting Sanitary Engineer and upon such terms and conditions as may be determined to be appropriate by the Authority, including the recordation of a notice on a subdivision plat or otherwise or the reason for the waiver or approval. Cellar drains are prohibited.

10. Inside house cleanouts shall be located a minimum distance of six (6") inches above the basement floor.

11. Cleanouts shall be provided outside the house in all house connections. A cleanout shall be provided within five (5') feet of the house structure and not more than seventy-five (75') feet apart and shall include the developed length of the cleanout pipe in accordance with the National Standard Plumbing Code. Cleanouts shall be the same size as the house connection and brought up to the ground level and fitted with a threaded cap. Cleanout covers shall have a cast iron collar and cover which conforms to ASTM A-48 Class 25 or higher, in order to protect the sewer riser from lawn equipment and vandalism. The plastic standpipe shall be made of acrylonitrile butadiene styrene (ABS) ASTM D-1788. The lateral shall be terminated by a sight-tee. All repairs to existing connections shall conform to the above specifications.

12. No house connection shall be covered until so ordered by the Inspector. Ample notice shall be given the Inspector in order that work may be examined before ordering the backfilling. Any part of the work that may have been covered without previously obtaining the consent of the Inspector shall be uncovered for his examination if so ordered by him. The backfilling around a house connection shall be so executed, as not to injure the joints of the pipes and the backfilling generally shall be so compacted as to permit the restoration of the surface as nearly as possible to its former condition.

13. Prior to issuance of a Certificate of Occupancy, all laterals and cleanouts are to be internally inspected with a TV camera to demonstrate that they are in good condition and have not been damaged during backfilling. At the owner's discretion, they can either direct Authority personnel to perform the work at prevailing cost, or can hire a private contractor.

VI. LATERAL, INTERCEPTOR AND TRUNK SANITARY SEWERS

A. Permits and Authorization for Construction

1. No sanitary sewers, interceptors, trunks, or laterals shall be constructed by other than the Authority within the Township until such a time as a permit to do so has been issued by the Authority.

2. Any expenses incurred in excess of the application fee referred to herein shall be borne by the person making the application. Such expenses may be incurred for engineering services including review and approval of plans as submitted.
3. Plans, profiles and specifications shall be submitted with two (2) sets of prints thereof for approval by the Authority. A licensed New Jersey Professional Engineer shall prepare plans and specifications. Elevations shall be on U.S. Coast and Geodetic Datum and shall refer to the bench used to establish the datum.
4. Plans may require approval by the Township Engineer and Authority Engineer or Consulting Sanitary Engineer or both, the Township Board of Health and other appropriate bodies. The plans shall conform to the comprehensive long-range plan for providing sanitary sewers in the Township. Approvals may be obtained before submission to the Authority or will be obtained by the Authority after their receipt. If the plans are not approved upon initial submission, re-submission may be needed to incorporate necessary facilities to provide conformance with the Authority's requirements for sewerage adjacent tributary areas.
5. Following approval of all local parties, the plans and specifications shall be submitted to the Department of Environmental Protection of the State of New Jersey for approval. The Authority shall obtain this approval.
6. In the event construction conditions require field changes, such changes must first be approved by the Authority's Engineer.
7. The overall design and submission of plans and profiles shall conform to the following guidelines:
 - a. Sanitary sewers shall be aligned along the center of the road and shall maintain a minimum horizontal separation of eight (8') feet from all structures and utilities, with utility crossings of the sanitary sewer made at angles greater than 45 degrees unless otherwise approved by the authority's Engineer.
 - b. Concrete encasement of utility crossings of less than twelve (12') inches vertical separation.
 - c. Service laterals must be shown in conjunction with basement or first floor elevations.
 - d. Locking frames and covers shall be noted within all easements.
 - e. Sewer easements shall be sufficiently wide to allow minimum of ten (10') feet on each side of the sanitary sewer, minimum width of twenty (20') feet. Said easements shall be exclusive to the Authority unless otherwise recommended by Authority's Engineer and approved by the Authority.

f. Notes shall be added to the preliminary subdivision plans (and to the final subdivision plat, prior to filing), denoting (1) all easements and sewer facilities that will be dedicated to the Bernards Township Sewerage Authority upon acceptance; all such notes shall include the words "to Bernards Township Sewerage Authority"; and (2) other utilities and/or structures whether above or below ground shall not be constructed within the easement without permission of the Authority.

g. Construction details in accordance with the Authority's "Standard Sanitary Sewer Details."

h. If any other utilities are to be located within the Authority's sanitary sewer easement, these utilities or structures must be shown and noted on the initial submission of the plans and profiles to the Authority in sufficient detail to allow the Authority's Engineer to determine whether modifications are necessary to the proposed plans.

B. Supervision of Construction and Inspection

1. No construction shall be started until such time as the Authority has granted permission therefore and notified the applicant or contractor in writing.

2. Before construction is started, the Authority shall be notified in writing as to the name and address of the contractor and all sub-contractors as well as the superintendent who shall be in charge and have full responsibility for supervision of construction.

3. Prior to the start of construction, the developer or contractor, unless expressly waived by the Authority, shall file with the Authority a performance guarantee satisfactory in form to the Authority in ~~the amount of at least 110% of the total cost of the approved construction of that portion of the project covered by the developer's or contractor's application~~ conformance with ordinance §21-59. The guarantee shall assure the Authority of complete construction within a time period to be agreed upon by the Authority and the applicant and shall further guarantee that said construction will be in accordance with the Rates, Rules and Regulations of the Authority, the plans and specifications, and Engineer's report approved by the Authority's Consulting Engineer. ~~The guarantee shall be in the form of a 90% performance bond by an approved surety and 10% cash or certified check or by letter of credit subject to the approval of the Authority.~~ The amount of the required performance guarantee may be increased for due cause by the Authority, including periods of construction extending more than one (1) year. In the event of default or non-performance by a developer, as determined solely by the Authority, part or all of the performance guarantee may be applied by the Authority to completion of the work.

4. Prior to construction, insurance certificates must be furnished to the Authority, indicating the following coverage:

- a. Workmen's Compensation Insurance - with limit under Coverage B for Employer's Liability set at \$500,000.
- b. Contractor's Comprehensive General Liability Insurance - with limits for personal injury of \$2,500,000 including accidental or wrongful death on account of any one occurrence; also limits for property damage of \$500,000 on account of any one occurrence and \$1,000,000 on account of all occurrences. The "x", "c" and "u" exclusions shall be removed from liability policies.
- c. Motor Vehicle Insurance - with limits as in 2. above.
- d. Subcontractor Insurance - each contractor working on the site, or in connection with this project, must carry identical insurance coverage to that listed herein.
- e. Additional names insured in each policy shall include the Bernards Township Sewerage Authority, the Township of Bernards and the Authority's Consulting Engineer.
- f. The expiration date shall be listed for each policy, and certificates shall indicate that ten (10) days notice will be given to the Authority of expiration or cancellation of policies.

The contractor, developer and/or builder is totally responsible for safety precautions on or off the site for operations relating to a project, and must carry insurance for personal injury or property damage claims from employees, the public, or third parties and naming parties set forth in 5. above, as additional insureds.

5. All copies of plans and specifications as required by these Rates, Rules and Regulations, or otherwise by the Authority, shall be furnished by the applicant at his cost and expense and shall be of uniform size measuring 24" x 36".

6. Prior to the start of construction, the Authority will assign an inspector or a resident engineer or both who may be the Authority Sewer Inspector or Authority Engineer or other qualified person and no work shall be started until such inspector is assigned to the job. Inspection shall include checking of line and grade of sewer, checking of materials, checking of joints, inspection of backfilling methods, inspection of pavement replacement and inspection and report upon performance tests. Despite the presence of an inspector during the construction period, the Contractor shall be responsible for meeting all requirements of these Rates, Rules and Regulations in conformance with the plans and specifications approved by the Authority.

7. The developer shall pay for the cost of inspection services and prior to the start of construction shall deposit with the Authority an amount, pre-determined by mutual

agreement, which shall be considered an estimate of inspection costs subject to revision upwards or downwards based on actual final costs for such inspection.

8. The developer shall also pay for the cost of any testing laboratory work ordered by the Authority or its inspector to check strength of pipe and concrete, strength and absorption of brick and other material tests which might be required to determine conformance of materials with specifications and A.S.T.M. requirements.

9a. No trench shall be backfilled until such time as the Inspector has checked each joint of the pipe and has authorized backfilling to proceed.

9b. A temporary leak-proof masonry plug shall be installed in the downstream outlet side of the furthest manhole downstream in any sewer main or branch under construction and shall remain intact and watertight until permission is received from the Authority's Engineer to remove it.

10. Following completion of construction and completion of successful construction testing, the Authority's Consulting Engineer or duly authorized representative of the Authority shall certify in writing to the Authority, with a copy to the Contractor, that the construction was completed in substantial conformance with approved plans and specifications with exceptions, if any, noted. The adoption of a resolution of acceptance by the Authority shall establish the completion date of the construction of the sewer. Official acceptance and the beginning of a one year guarantee period as provided in paragraph (12) hereof shall commence upon the posting with and acceptance by the Authority, of a Maintenance Bond good for a period of one year after the date of acceptance.

11. The contractors shall be responsible for the prompt restoration of all property wherein any digging, work or installation be done, and, wherever the same be performed within the right of way liens of a public street or other public place, the same shall be restored and maintained and any pavement or other improvement hereof or therein shall be restored and maintained in accordance with the specifications applicable thereto as adopted by the Township Committee of the Township of Bernards and any and all performance and maintenance bonds to the Authority which the contractor or developer, as the case may be, is hereby required to furnish for such purposes shall be conditioned therefore and shall be in an amount determined by the Authority as sufficient to cover and include the forgoing requirements as well as any and all requirements otherwise imposed by law.

12. Upon completion of construction, the Developer or Contractor shall submit a maintenance bond from acceptable surety, in form approved by the Authority. The bond shall be in the amount of 15% of the original construction cost estimate, shall extend for one (1) year after acceptance, and shall not be released until an acceptable final report is received from the Authority's Consulting Engineer.

13. Approximately eleven months following the formal acceptance of the maintenance bond, the Authority shall have a final inspection made of the sewer and a report shall be prepared by its assigned representative outlining any deficiencies which must be corrected, or recommending release of maintenance bond. The Contractor shall complete all repairs prior to the expiration of the one year period, which shall be found necessary during the final inspection and if these repairs are not completed, as aforesaid, after notification by the Authority, the Authority shall have the right to invoke its rights under the terms of the Maintenance Bond.

14. In the event the Contractor fails to perform construction work in a competent manner, or if faulty materials or methods of construction are employed, or if the Contractor fails to employ reasonable work methods, the Authority has the right to stop construction until proper materials or methods of construction are employed. In the event of dispute between the Contractor and the Inspector, the matter shall be submitted in writing to the Authority for resolution as may be required. All construction work shall not cease during such disputes unless so ordered by the Authority. Inspection costs shall remain in force during this period.

15. Before final acceptance, the contractor shall certify in writing that no liens or claims exist against the work and shall have any filed claim or lien paid and cancelled or recorded.

C. Material for Construction

1. All sanitary sewers shall be constructed of:

a. Cement lined ductile iron pipe conforming with the requirements of ANSI A21.S1-1976 or ANSI A21.4-1974 or latest revision thereto, except that other materials may be used when Township Engineer or Sanitary Consulting Engineer has given approval in writing. Pipe shall be lined with bituminous lining.

b. Polyvinyl chloride (PVC) sewer pipe A.S.T.M. Specification D3034-80 (latest edition), SDR 35.

2. All sewer pipe installed shall be of adequate strength to withstand the trench back load conditions, including a 20-ton live wheel load. Where soil conditions warrant and where ground-water is present, a screened gravel base, at least 12 inches thick shall be placed in the trench bottom to provide adequate support for the pipe; and where excessively deep or very shallow cuts are encountered in construction, the pipe shall be encased in full concrete cradle to provide the required strength. Concrete cradle shall be installed where shown on the plans or where ordered by the Inspector. Concrete used shall have a minimum compressive strength of 2,500 pounds per square inch. Minimum bedding of 6 inches clean stone shall be provided.

3. The joints for the sewer pipe shall be the best joining material. Joints for ductile iron pipe shall be mechanical joints or bell and spigot pipe with compression gaskets. The joints for polyvinyl chloride pipe shall be rubber gasket joints as supplied by the manufacturer, A.S.T.M. Specification D3212-76 (latest edition). Any other type joint proposed shall be submitted to the Authority's Consulting Engineer for approval in writing before use. If a new type of joint is approved for installation, the services of a manufacturer's representative shall be furnished at the contractor's expense to demonstrate use of the joint and to have the Contractor's method of installation approved.

4. Manholes shall be constructed in accordance with the Authority's "Standard Sanitary Sewer Details." Manhole frames shall be set at such elevations as to insure positive drainage of storm water away from manhole covers. Covers must fit the frames in any position, and if found to rattle under traffic shall be replaced. Manhole inverts shall be made of vitrified brick except for straight-through manholes where half-pipe may be used. For manholes where the drop or fall equals or exceeds two (2') feet, a standard drop manhole connection shall be installed. Locking manhole covers will be required in all easement areas.

5. Connections to the pipe shall be approved type tees or "wyes" for cast iron and polyvinyl chloride pipe. Where house connections are installed, these shall be four (4") inches in diameter for all single home residences and shall be six (6") inches in diameter for commercial establishments, laundries, industries, multiple dwellings, or as may be required by the Authority.

6. As construction of the sewer progresses, run-outs shall be installed in accordance with the Authority's "Standard Sanitary Sewer Details." Run-outs shall consist of extra-heavy duty cast iron soil pipe with gasket joints; or polyvinyl chloride pipe A.S.T.M. Specification D3034-80, SDR 35 (latest edition) with rubber gasket joints, A.S.T.M. Specification D3212-76 (latest edition). Minimum slope shall be 1/4 inches per foot and the connection shall be laid on a straight line from the lateral sanitary sewer. Watertight plugs shall be installed at the end of the run-outs.

7. Pavement replacement and trench backfill shall conform to Township, County, or State specifications as the case may be. All pavement shall be cut with a pavement cutter and pavement replacement shall be as indicated on the plans for sewer construction and shall be placed over the entire affected area wherever the sewer line has been laid. A street opening permit shall be obtained pursuant to the provisions of applicable Township Ordinances.

8. All workmanship and material shall be subject to a one-year guarantee period. During this time, the Authority shall occasionally inspect the sewer line for leakage, defects in construction and pavement settlement and the contractor shall be notified in writing to make immediate repair of such defects. If repairs are not made and approved by the Inspector within a reasonable period of time, the Authority shall have the right to invoke its right under the terms of the Maintenance Bond in such case made and

provided or to take such other action as it may be legally entitled to pursue, or both, as it may determine.

9. During the course of any work or repairs required, pursuant to these Rates, Rules and Regulations, the Contractor shall at all times provide protective devices and measures as required.

10. The Authority reserves the right to discontinue all work in the event of noncompliance.

D. Methods of Construction

1. The contractor shall employ whatever equipment and manpower is required and the best materials available for providing an acceptable sanitary sewer.

2. The entire sewer system shall be subjected to testing, inspection and approval in writing by the Authority before any building or premises shall be connected to the system. Only where permission is first granted in writing by the Authority will the Contractor be allowed to construct specific, limited sections of the sewer line and house connections but in these instances said sections shall first be inspected, testing made, and approved by the Authority prior to permitting house connections. No connection will be permitted to the existing sewer system until after completion, cleaning, testing, inspection and acceptance of the section to be connected.

3. The Contractor shall keep his trench excavation as narrow as possible. Batter boards shall be installed every 25 feet and qualified instrument men furnished by and at the expense of the Contractor shall set line and grade. If the contractor to control grade uses laser equipment, offset stakes at 50-foot intervals and manholes shall be provided. The contractor prior to construction shall provide cut sheets. The Contractor shall check line and grade and if the pipe is laid to incorrect line and grade, the Contractor shall fully repair or rebuild it at his expense. Sheet piling and shoring shall be employed where required to prevent damage to adjacent utilities, pavement, and to provide safety to workmen. Pipe shall be laid and joints made in dry trench bottoms only. Where water conditions are extremely severe and cannot be handled by utilizing pumps, well points or other approved means of trench de-watering, including under drains, shall be employed.

4. Where bottom conditions are soft, wet, or unsuitable for laying pipe directly on the ground, a bed of graded clean-screened gravel or approved material shall first be laid to adequately bed and support the pipe. Polyvinyl chloride run outs shall in all cases be laid on a minimum bedding of six (6") inches of 3/4 inch screened gravel or broken stone extending to the horizontal centerline of the pipe. Where boulders or large rocks are encountered, the rock shall be cut out at least 6 inches below and around the outside of the pipe and a sand or gravel cushion placed to support, surround, and protect the pipe.

5. If the trench is over excavated, a gravel or concrete base shall be provided to bring the pipe to proper grade. Under no conditions shall pipe be laid on unsuitable fill material. Adequate support shall be provided for all service and utility lines exposed during excavation.

6. In backfilling the trench, backfill shall be placed by hand and tamped around the side and over the top of the pipe to a depth of at least eighteen (18") inches. In the haunch area of a PVC pipe trench and for a minimum distance of eighteen (18") inches over the top of the PVC pipe shall be bank run sand and gravel, compacted in six (6") inch lifts of 3/4 inch screened gravel or broken stone, in accordance with ASTM Specification D2321-74/80 (latest edition) for the installation of PVC pipe. Balance of the material may be placed by machine up to grade except that no boulders or rocks may be tamped or placed in the trench. Boulder, rock and other unsuitable material for backfill shall be removed from the job site and disposal thereof shall be the Contractor's responsibility.

7. Where specifically required by State, County or local authorities to prevent excessive trench settlement, select backfill and mechanical tamping shall be required in six (6") inch layers to the surface of the street or as otherwise directed by the agency having jurisdiction.

8. The Contractor shall install and maintain barricades, lights, soft trench signs and other protective warning signals that may be required and where necessary guards or watchmen to protect life and property. Where traffic must pass over the trench immediately upon completion of the backfilling, the Contractor shall install an adequate cover of road stone to provide a passable surface and where ordered by the Authority, the Contractor shall be required to place a temporary pavement consisting of at least one (1") inch compacted thickness F.A.B.C., or approved equal surfacing and which shall comply with all ordinances and regulations pertaining to the same. The Contractor shall indemnify the Authority and its agents against any and all liability incurred by the Authority for work done by the Contractor pursuant to these Rates, Rules and Regulations.

9. Following the completion of construction, the Contractor in the presence of the Inspector or Consulting Sanitary Engineer or both, shall perform a leakage test on the sewer line. A V-notch weir or approved measuring device shall be installed at the end of the sewer and the leakage measured and observed over at least a continuous 48-hour period and shall include a period of observation during a period of wet weather. Leakage shall not exceed 50 gallons per inch of pipe diameter per mile or sewer per day.

10. A low-pressure test shall be performed on each reach of sewer in accordance with Uni-Bell Plastic Pipe Association or ASTM standards. For PVC sewer pipe, a deflection test shall be performed on each reach of sewer. Maximum deflection shall be 5% of pipe diameter. A cleaning and internal video inspection will be required on

all new installations. A videotape (VHS format) of this inspection shall be provided to the Authority prior to final acceptance.

11. Where the sewer system does not meet performance requirements, the sanitary sewer will not be accepted by the Authority and the Contractor shall take remedial measures and testing repeated until the sewer passes the performance tests.

12. Following completion of the construction of any sewers, sewer plants, or any other facilities under the control of the Authority, and before the one-year guarantee period, where required, has started, the Contractor shall submit certified "As-built" or "record" plans. As-built plans shall be submitted to the Authority, using the following guide lines and check list:

a. For all submissions:

- Drawing Size: Approx. 24" x 36"
- Name of development and lot and block number in title box, and "As-Built" clearly labeled.
- Horizontal Scale: 1" = 30', 40' or 50'
- Date of as-built survey and name of surveyor
- North arrow
- Profiles
- Distances between manholes
- All other utilities shown on plan or encountered
- Invert and rim elevations
- Slopes
- Locations of house connections or laterals
- Horizontal location, distance from downstream manhole and length
- Horizontal location of plugged end relative to 2 permanent structures
- Location of pipe in easements (easements labels)
- Location of manholes in easements (tie to existing structures)
- Pipe materials
- Main line sewer (class of pipe)
- Laterals - size and material
- Certifications
- Drawings signed and sealed by developer's engineer (P.E. or L.S.)
- Transfer of Ownership of Easements and Sewerage Facilities, using wording:
"Sanitary sewer easements shown on this drawing and all sanitary sewerage facilities installed as shown herein are hereby dedicated to the Bernards Township Sewerage Authority, upon acceptance."
- Drawing Materials - mylar or linen reproducible (one set) and blue-line prints (two sets) upon final acceptance.

b. Additional Requirements for Pumping Stations:

- Certified Pump Curves
- Operation and maintenance manuals for all mechanical and electrical equipment including manufacturer part lists and spare parts provided.

- As-built wiring diagrams for all electrical equipment including controls and alarm systems. If computerized, a three and one-half (3 1/2") inch disk shall be provided to the Authority for troubleshooting or reprogramming of the controller.
- Specialty tools required by any equipment installed shall be provided to the Authority.

13. All sewers shall be cleaned prior to removal of the masonry plug required as per section (B) (8) (b) of this Article V and connection to the Authority's system.

VII. DEVELOPMENTS

1. In any development or subdivision of lands in the Township of Bernards, these Rates, Rules and Regulations shall apply thereto, except only when the context clearly indicates that the same do not apply or such development is expressly accepted in writing from the provisions of these Rates, Rules and Regulations.

2. Prior to the construction of any sewage disposal system, sanitary sewer, septic tank, cesspool or other means of disposing of human excrement or wastes, the owner, developer or any of their agents shall comply with those provisions pertaining to design, construction, installation, completion and maintenance of sewers and improvements as previously set forth.

3. No development located within the sewer service area shall be served or permitted to be served in any other manner or by other means than the sewerage system of the Authority. Areas within the sewer service area that are not serviced by Authority trunk sewers at the time of development shall have dry sewers installed in accordance with NJDEP and regulations of this Authority.

4. Sanitary sewer systems or parts thereof constructed in connection with new developments or new sections of existing developments, or for any unimproved lot located within the Township shall be constructed at no cost to the Authority and shall in every respect be in accordance with the conform to the requirements of these Rates, Rules and Regulations and, including installation, completion and maintenance and improvements as previously set forth.

5. Owners of unimproved lots shall be responsible for the cost of the connection of their property from the Authority's sewer line to the property line or easement line. Owners will have the option of having the Authority install the connection at the owner's cost or of retaining their own contractor to perform the installation. Should the owner elect to have the Authority install the connection, the owner may defer payment of the cost of installation until such time as the owner develops the lot. During any period of deferral, the balance due the Authority for the cost of installation shall bear interest. Any unpaid balance of installation costs for any property whatsoever shall be a lien upon said property. At such time as the owner develops the lot, the owner must, prior to the receipt of a permit to connect, either pay the balance due in full or amortize

the balance due over a ten (10) year period at the interest rate as set forth in Appendix A hereof.

6. Where sewers are installed in lands not dedicated or conveyed as public roads or streets, easements of a minimum width of twenty (20') feet shall be executed and delivered to the Authority without payment or cost. All sewer systems and all pipes, laterals, systems and equipment in any development connecting with the Authority's system, whether in public rights of way or on private property, shall be conveyed to the Authority without cost to the Authority. The developer shall furnish the Authority with a complete set of plans as installed showing the location and elevation of all parts of the system throughout the development including all house connections. All easements shall be delivered to the Authority to be filed in accordance with applicable local and state law.

7. When all improvements and required repairs have been made to the satisfaction of the Authority and all necessary easements have been delivered to the Authority, the Authority will accept the sewers.

VIII. ALTERNATE SYSTEMS OUTSIDE THE SEWER SERVICE AREA

1. Applications for permits and procedures to construct alternative systems shall be submitted in accordance with these Rates, Rules and Regulations.

2. Plans for alternative systems shall conform with the comprehensive long-range plans developed for the Township with respect to real property, recreation and sewerage.

3. Any development or building which is located in the sewer service area not serviced by Authority trunk sewers or which is located outside the sewer service area but within the franchise area of the Sewerage Authority shall be serviced by a septic system approved by the Township of Bernards Board of Health or an alternative system to be approved by the Township of Bernards Board of Health, Township of Bernards Sewerage Authority and other governmental bodies having jurisdiction.

4. An Alternative system outside the sewer service area shall be permitted only in The Hills Development area which is defined as follows: Lot 1.01, Block 174 on the Tax Map of Bernards Township.

5. Alternative systems outside the sewer service area, including private systems shall be operated, maintained and repaired by the owner at his expense. All such work shall be performed in accordance with the Authority's requirements and in a manner consistent with the Authority's operation and maintenance procedures for its own facilities.

6. The Authority shall have the right to make emergency repairs to an alternative system, including private systems outside the sewer service area, when the Authority deems such work is necessary to protect its own facilities or the public health. The

owner of the private sewer system, including an alternative system, shall save the Authority harmless for all such work and shall reimburse the Authority for all reasonable costs and expenses for such work.

IX. CONNECTION REPAIR POLICY

The following is the policy of the Authority with regard to procedures for repairs of building sewers and house connections to the Authority's system:

1. In the event of a stoppage or failure in a building sewer or house connection, the property owner shall be responsible for endeavoring to correct the situation and for determining the location of the point of stoppage or failure.
2. If the problem is found to exist between the property line or easement line and the house or building, then the property owner shall be responsible for proceeding with all necessary corrective work.
3. If the problem is found to exist between the property line or easement line and the main sewer, then the Authority shall be responsible for proceeding with all necessary corrective work and shall reimburse the property owner for costs of the investigation and corrective work, except as provided in sub paragraph (iv) of this paragraph. The Authority's obligation hereunder shall be limited to usual and customary charges for comparable work. The owner shall be required to submit an itemized bill from a contractor showing the dates and nature of work performed, manpower, equipment, and number of hours of work.
4. If the work is performed by the Authority and it is found that the problem has been caused by faulty use of the sewer by the property owner, such as discharge of bulky materials, discharge of acids, etc., then all costs must be borne by the property owner and shall be paid promptly by the property owner to the Authority. If not paid promptly, the amount of said costs shall be added on to the next sewer bill submitted to the property owner.
5. Under no circumstances shall the Authority be responsible for damage to furnishings or house or building interiors.
6. All corrective work performed on building sewers or house connections must comply with the requirements of these Rates, Rules and Regulations for new construction of it.
7. The Authority shall provide notice directing that an owner investigate and correct a suspected stoppage or failure within 30 days of said notice. If an owner fails to perform the necessary investigation and, if applicable, corrective work within 30 days after the notice, the Authority may, at its option, perform such investigation and/or corrective work. In the event the Authority exercises such option, the costs of such investigation and/or work shall be borne by the owner if the stoppage or failure is found to be located

between the house or building and property line or easement line. Such costs shall constitute additional service charges to the owner, and may be billed by the Authority, at its option, either in an interim bill or as part of the next regular billing.

8. Under no circumstances shall any new sanitary fixtures be installed in a building at an elevation lower than the front curb elevation or street centerline elevation, whichever is higher, unless special precautions are incorporated into the new fixture because of high flows or a blockage. In any event the Authority will not be responsible for any backups or surcharges into fixtures or structures.

X. PROHIBITED DISCHARGES

Except as otherwise covered and allowed by these Rules and Regulations, no person shall discharge or cause to be discharged any of the following described waters or wastes into any sewer:

1. Any liquid or vapor having a temperature higher than 104 degrees F (40 degrees C).
2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil or grease.
3. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
4. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to the flow in sewer or other interference with the proper operation of the sewage treatment plant.
5. Any waters or waste having a pH lower than 5.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel.
6. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, sludge treatment and disposal method, or constitute hazard to humans or animals, or to create any hazard in the receiving waters of the sewage treatment plant.
7. Any noxious or malodorous gas or substance capable of creating a public nuisance.
8. House connections when connected with public garages or stables shall be properly trapped under the floor, vented and protected by suitable gratings and screens. No gasoline, naphtha, oil or other explosive or inflammable material or acids shall be permitted to discharge into the sanitary sewer. No washings from vehicles of any type shall be admitted to the sewer except through a silt-basin of suitable size properly

protected by a grating and trapped, from which deposits shall be removed as often as may be required by the Inspector, but in no case shall the deposits be permitted to accumulate.

9. Steam exhausts shall not discharge into the sewer system and no blow-off from boilers or from steam heating plants shall be directly connected, with the sewer but shall in every case discharge into a tank of suitable size from which a trapped and vented overflow may lead to the sewer.

10. Non-contact cooling water from commercial buildings shall be permitted subject to advanced notice and chemical composition approval by plant superintendent or his/her designee. Condensate from air conditioning units, both residential and commercial, shall be permitted.

11. Contact cooling water shall be considered as an industrial wastewater and accepted under the provisions of Section XI of the Authority's Rates, Rules and Regulations. Other provisions of this section are also applicable.

12. No storm water from the roof, footing drain, sump pump or any other area whatsoever shall be admitted to the sewer system. Sub-soil water from the cellar, basement, or any other area whatsoever shall not be admitted to the sewer system. No cesspool, septic tank or other individual sanitary disposal system shall be allowed to discharge into the sewer system.

13. Where any waste be deemed objectionable by the Authority, the Authority shall have the power to accept the same into its system, upon the user installing and using a specific treatment system satisfactory to the Authority, before the Authority accept such waste into its system or to refuse the same.

14. All users of the Harrison Brook sewage treatment plant including all associated pumping stations, conveyance systems and other appurtenances are expressly prohibited from introducing any wastes into the system which will interfere with the operation or performance of the plant. Specifically, the following wastes are prohibited:

- a. Any pollutant, including oxygen demanding pollutants, released in a discharge of such volume or strength as to cause problems with the treatment process at the plant.
- b. Heat in amounts that will inhibit biological activity in the treatment plant. In no case will heat be added which will raise the temperature of the influent at the head of the plant above 104 degrees F (40 degrees C) unless plant is designed to accommodate such heat.
- c. Any radioactive substance.

- d. Any highly colored substance.
 - e. Any improperly shredded garbage.
15. **Grease Traps.** All restaurants are required to install a 750-gallon minimum grease trap external to the building, with openings to permit easy removal of congealed grease in the tank, and/or sized in accordance with the Uniform Construction Code. The grease trap must be pre-approved by the Health Department before any construction permits shall be issued. All pot sinks, dishwashers, etc. must be directly connected to the external grease trap, and from there into the sewer.

a. Restaurants. The following equation shall be used to determine the minimum size required for grease trap interceptors serving restaurants:

$Q = (D) \times (HR/2) \times (12.5) \times (0.5)$, where

Q = size of grease trap interceptor in gallons;

D = number of seats in dining area;

HR = number of hours open per day; and

b. Cafeterias and Institutional Kitchens. The following equation shall be used to determine the minimum size required for grease trap interceptors serving cafeterias and institutional kitchens:

$Q = (M) \times (11.25) \times (LF)$, where

Q = size of grease trap interceptor in gallons;

M = total number of meals served per day; and

LF = loading factor depending on type of facilities present:

1.0 with dishwashing;

0.5 without dishwashing.

In no case shall a grease interceptor serving a new or altered facility be smaller than 750 gallons in capacity. The minimum requirement for construction, materials and foundations of grease interceptors shall be the same as those required for septic system, as prescribed in N.J.A.C. 7:9A-8.2. The inlet and outlet of the grease interceptor shall be provided with "T" baffles extending to a depth of 12 inches above the tank floor and well above the liquid level. To facilitate maintenance, manholes extending to finished grade shall be provided. Covers shall be of gas-tight construction and shall be designed to withstand expected loads and prevent access by children.

- i. At least twice every year, Bernards Township Sewerage Authority staff will inspect all grease traps. In addition, the Health Department will inspect grease traps during routine food inspections and will notify the Authority of any failure to maintain grease traps.
- ii. At the time of inspection, the Bernards Township Sewerage Authority and/or Health Department will require evidence from restaurant operator of timely pump out of grease.
- iii. Grease build-up in the grease interceptor shall never exceed 25% by volume.

iv. Any failure to comply with regulations governing grease trap installation and maintenance shall subject the property owner to:

- a. Possible closure of the establishment until the regulations are met;
- b. Penalty (\$25.00 per day fine) as prescribed in NJAC 8:24-1.1 imposed by the Health Department; and/or
- c. Payment of all costs incurred by the Bernards Township Sewerage Authority due to: hiring contractor to clean out the grease trap; clean out lines; any necessary testing, staff time to oversee project, equipment needed, etc., and/or
- d. Penalty as set forth in Section 13-2.4 of the Bernards Revised General Ordinances as follows:

In addition to the penalties provided in TBSA RRR 84, for violation of any provision of this chapter or of the TBSA RRR 84, the maximum penalty, upon conviction, shall be a fine not exceeding \$2,000, or imprisonment for a period not exceeding 90 days, or a period of community service not exceeding 90 days, or any combination thereof. Each day on which any waters or wastes are discharged in violation of §13-2.3f. shall constitute a separate violation. The provision of this chapter shall be enforced by the sewer plant superintendent.

- c. **Existing Restaurants with No Grease Traps.** All existing restaurants without grease traps must conform to the following standard: Any water or waste which contains more than 100 parts per million, by weight, of fat, oil or grease, is prohibited.

In January and July of every year, the property owner is required to supply BTSA personnel with the results, signed and sealed by a professional engineer licensed in New Jersey, of 24-hour composite samples which indicate conformance to the BTSA requirement of less than 100 parts per million by weight of fat, oil or grease. Random grab sampling by BTSA personnel may also be undertaken by BTSA personnel to ensure this standard is met.

Failure to conform to the above standards will subject the property owner to:

- i. Possible closure of the establishment until the regulations are met;
- ii. Immediate installation of a grease trap; and/or
- iii. Payment of all costs incurred by the Bernards Township Sewerage Authority due to: hiring contractor to clean out lines; any necessary testing, staff time to oversee project, equipment needed, etc.
- iv. Penalty as set forth in Section 13-2.4 of the Bernards Revised General Ordinances as follows:

In addition to the penalties provided in TBSA RRR 84, for violation of any provision of this chapter or of the TBSA RRR 84, the maximum penalty, upon conviction, shall be a fine not exceeding \$2,000, or imprisonment for a period not exceeding 90

days, or a period of community service not exceeding 90 days, or any combination thereof. Each day on which any waters or wastes are discharged in violation of §13-2.3f. shall constitute a separate violation. The provision of this chapter shall be enforced by the sewer plant superintendent.

d. Grease Trap waivers

i. Basis for a waiver

(a) Except as provided in (b) below, the Authority may prospectively waive the strict compliance with Section X.15 – Grease Traps rules only when it determines that at least one of the following exists and all other requirements of the Rates, Rules, and Regulations are met:

1. Conflicting regulations that make strict compliance unduly burdensome
2. The strict compliance with the rule would be unduly burdensome
3. A public health hazard or emergency

(b) The Authority shall not under this chapter waive:

1. Connection, user, or permit fees
2. Construction requirements
3. Prohibited discharges

ii. Waiver evaluation criteria

(a) The Authority shall at a minimum consider the extent to which the following criteria support a waiver of the strict compliance with a rule:

1. The Authority has been provided with information sufficient to support a waiver in writing including kitchen plans, equipment specifications/catalog cuts, menu and any other information required by the Authority needed to ascertain the feasibility of the proposed waiver
2. There are circumstances that support the need for a waiver
3. The person seeking the waiver may have directly caused or contributed to the circumstances that resulted in the rule being unduly burdensome
4. Potential negative impacts to the system from granting the waiver

iii. Rule waiver and limitations

(a) If the Authority decides to approve or deny a waiver of strict compliance of Section X.15 – Grease Traps, it shall document its decision in writing to the person to whom the waiver applies including:

1. The name and address of the person or entity to whom the waiver applies
2. The specific location to which the waiver applies
3. The specific rule provision(s) to which the waiver applies
4. The basis for its decision on the waiver
5. The duration, scope, and extent of the waiver
6. Any conditions on the waiver necessary to maintain and protect the facilities and operations of the Authority including but not limited to

- monitoring or periodic inspection of the affected facility at the discretion of the Authority.
7. Notice that the Authority may revoke the waiver for noncompliance with any condition in the waiver, or for the submission of false or inaccurate information.
 8. Notice that the person or entity to whom the waiver applies shall be subject to enforcement for noncompliance with any condition in the waiver.
- (b) The Authority's waiver of the strict compliance with Section X.15 – Grease Traps shall:
1. Not constitute a waiver of the rule generally or any other provision of any other rule not specified in the waiver
 2. Not constitute an approval of any other project or activity, whether at the location that is the subject of the waiver or another location
 3. Not represent a change in allocation. Any required change in allocation shall be considered separately from any grease trap waiver request
 4. Be valid only as to the person identified in the waiver or the particular project or activity, or location that is the subject of the waiver, except as specific conditions of the waiver provide
 5. Not constitute a defense to a judicial or administrative enforcement action for a violation or a violation that predates the waiver
- iv. Appeal of waiver denial or revocation**
- (a) Any person or entity aggrieved by the action of the Authority, in the denial or revocation of a waiver shall have the right of appeal to the Authority. The appeal shall be taken by filing with the Authority, within ten calendar days after the notice of the denial or revocation of the waiver has been mailed to the last known address of the person or entity, a written statement setting forth fully the grounds for appeal. The Authority shall set a time and place for hearing of the appeal and notice of the hearing shall be given to the person or entity by certified mail to the last known address at least five calendar days prior to the date set for hearing. The decision of the Authority and the reasons therefor shall be set forth in writing by the Authority.

XI. INDUSTRIAL WASTES

1. Plans and specifications for pre-treatment and disposal of industrial waste shall be submitted to the Authority for approval.
2. Up to date as installed record plans of industrial waste disposal systems, shall be kept on file with the Authority.

No additions or changes to existing facilities shall be made without the approval of the Authority. The Authority shall access for inspection at reasonable times by duly authorized personnel. Test reports of quality of effluent from industrial disposal plants

shall be made available for inspection upon request. Samples of effluent shall be made available upon request.

XII. DAMAGE TO THE SYSTEM

No person(s) shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment that is part of the Authority's wastewater treatment facilities. Any person(s) violating this provision shall be subject to immediate arrest and prosecuted to the fullest extent allowed by law.

XIII. PENALTIES

In case of any violation of the Rate, Rules and Regulations of the Bernards Township Sewerage Authority, the following penalties may be imposed: a) discontinuance of service until the violation is corrected, and/or b) such criminal and civil penalties as may be imposed by the municipal court under the ordinances of the Township of Bernards.

XIV. SAFETY

All existing Municipal Ordinances and State Codes relative to Safety shall be adhered to at all times. Particular attention shall be given to the rules and regulations governing safe trench procedures, and handling of chemicals.

XV. CONNECTION WAIVERS AND VARIATIONS

If the dwelling structure on a property is more than 200' from the sewer run out, and the septic system is deemed to be in proper working condition based on an inspection by the Health Department, then connection of the property is optional. All other connections are deemed to be mandatory.

On the request of the Developer, the Authority may waive any provisions hereof upon the Authority making the following findings and determinations:

A. The requirement for such waiver is caused by a situation relating to the property or development of the property and failure to obtain such waiver would result in exceptional practical difficulty or exceptional and undue hardship to the developer, or

B. Where waiver of the strict requirements of these regulations would advance the purposes of these regulations and the benefit of the waiver would outweigh any detriment that may be caused by the waiver.

C. Request for Waivers: The Authority will consider requests for waivers on a case-by-case basis. The procedure is as follows:

1. The property owner addresses the Authority, either via letter or participation at a monthly meeting, stating specifically why they feel a waiver should be granted.

2. If the waiver request is due to financial hardship, the following documents must be produced and discussed with the Authority:

- a. Three years of federal and state tax returns;
- b. Three years of valid financial statements (if available) indicating the property owner's net worth;
- c. Two recent contractor cost estimates, itemizing cost of subject property connection.

The Authority will weigh the above financial information against their policy allowing a ten-year amortization of the connection fee at 8% interest, as well as the policy allowing reimbursement of up to \$3,000.00 per residence if the purchase of a pump is required.

3. If the Authority is inclined to grant the requested waiver, the next step for the property owner is to contact the Health Department for inspection of the septic system. The Health Department charges a fee for this inspection. A report issued by the Health Department indicating the septic system is in proper working condition must be submitted to the BTSA within 90 days of the date of required connection. Failure to produce the document results in a denial of the waiver request.

4. If the above procedures are followed and a waiver is granted by the Authority, then within 90 days of waiver authorization, the property owner must:

- a. Prepare a deed change indicating the property owner will connect to the sanitary sewer upon the sale of the property. Before filing the change, the property owner should forward the document to the Authority's attorney for review and approval. Upon approval from the Authority's attorney, the deed must be filed with the County Clerk, and

- b. A copy of the revised, filed and recorded deed must be submitted to the Authority.

Failure to accomplish 4(a) and 4(b) above within the 90 day time frame will negate the waiver and connection to the Authority's system will be required.

5. Three years after waiver approval, and every three years thereafter, the property owner must arrange for a Health Department inspection of the septic system, to ensure the septic system remains in proper working condition. A report indicating the results of the inspection must be forwarded to the Authority. Waiver approval will continue only if the septic system is in proper working condition.

6. Decision

a. If the Authority decides to approve or deny a waiver of strict compliance of Section XV. **WAIVERS AND VARIATIONS**, it shall document its decision in writing to the person or entity to whom the waiver applies including:

1. The name and address of the person or entity to whom the waiver applies
2. The specific location to which the waiver applies
3. The specific rule provision(s) to which the waiver applies
4. The basis for its decision on the waiver
5. The duration, scope, and extent of the waiver
6. Any conditions on the waiver necessary to maintain and protect the facilities and operations of the Authority including but not limited to monitoring or periodic inspection of the affected facility at the discretion of the Authority.
7. Notice that the Authority may revoke the waiver for noncompliance with any condition in the waiver, or for the submission of false or inaccurate information.
8. Notice that the person or entity to whom the waiver applies shall be subject to enforcement for noncompliance with any condition in the waiver.

b. The Authority's waiver of the strict compliance with Section XV. – **WAIVERS AND VARIATIONS** shall:

1. Not constitute a waiver of the rule generally or any other provision of any other rule not specified in the waiver
2. Not constitute an approval of any other project or activity, whether at the location that is the subject of the waiver or another location
3. Not represent a change in allocation. Any required change in allocation shall be considered separately from any grease trap waiver request
4. Be valid only as to the person identified in the waiver or the particular project or activity, or location that is the subject of the waiver, except as specific conditions of the waiver provide
5. Not constitute a defense to a judicial or administrative enforcement action for a violation or a violation that predates the waiver

c. Any person or entity aggrieved by the action of the Authority, in the denial or revocation of a waiver shall have the right of appeal to the Authority. The appeal shall be taken by filing with the Authority, within ten calendar days after the notice of the denial or revocation of the waiver has been mailed to the last known address of the person or entity, a written statement setting forth fully the grounds for appeal. The Authority shall set a time and place for hearing of the appeal and notice of the hearing shall be given to the person or entity by certified mail to the last known address at least five calendar days prior to the date set for hearing. The decision of the Authority and the reasons therefor shall be set forth in writing by the Authority.

XVI. ANNUAL SERVICE CHARGES - USER FEES AND CONNECTION FEES

A. The charges set forth in said Schedule of Rates which is attached hereto as Appendix A are practical and equitable with uniformity throughout the Township of Bernards for the same type, class and amount of use or service of the Authority's system and are based on the consumption of water, with due allowance for commercial use of water, number of water outlets and kind of plumbing or sewerage fixtures or facilities, number of persons residing or working on the property or otherwise connected therewith, capacity of improvements, and other factors determining the type, class or amount of use or service of the system, giving weight to the characteristics of the sewage and other wastes and other matters affecting cost and disposal thereof, including elements of treatment.

B. The Schedule of Rates is adopted with the purpose of providing funds which are adequate to pay all expenses of operation and maintenance of the sewerage system, including reserves, insurance, extensions and replacements and to pay punctually the principal and interest of bonds and maintain reserves or sinking funds as required under the terms of the contract with the bond-holders and as deemed necessary and desirable by the Authority. The service charges in said Schedule of Rates are divided connection fees and user charges and are equitable and uniformly distributed among the various classifications of users for the purposes of keeping such charges as low as possible and to insure financial stability and the most advantageous rates of interest.

C. Service charges shall be payable in advance in accordance with the Schedule of Rates attached hereto as Appendix A except as otherwise provided.

D. The Schedule of Rates may be amended from time to time by the Authority pursuant to the statute under which the Authority is organized.

E. In any case, where in the building, or on the premises, another or other additional use is present, or performed, an additional charge or charges may be made therefore.

XVII. DUE DATES FOR PAYMENTS

A. The connection fee shall be due and payable at or before the time that the first temporary or permanent certificate of occupancy for any premises which will be served by the house connection is issued, and before any use be made thereof. For a pre-existing dwelling, connection fees are due immediately upon inspection and approval of service connection. The connection fee shall be paid in advance to the Authority in cash, unless arrangements are made with the Authority for installment payments thereof, and, in no case, shall such installments be amortized over a period of more than ten (10) years and in all cases interest shall be at the rate provided in these Rates, Rules and Regulations. Amortized connection fees shall be due and payable in full upon resale of property. When the property owner amortizes the connection fee for the 10 year period and the property owner status changes during the 10 year period, then all fees and service charges are due in full before the change in property ownership.

Whenever there is failure to pay the connection fee in advance either by cash or by other arrangement mentioned above or there is a default in the payment of the principal and/or interest charges on the connection fee, the connection fee shall be deemed a service charge as provided by statute and shall be collectable as such. Paragraphs four (4) and five (5) of this section all be applicable thereto.

B. The user charges established and fixed by these Rates, Rules and Regulations shall be calculated on the fiscal year and shall be payable semi-annually in advance on or before the first day of January and July in each year. Whenever sewer service begins or terminates during the billing period, the user charge for said period shall be apportioned to the number of months of service during said period. Sewer service begins on the day following the making of the connection and terminates as contained in a written notice to such effect on the date of discontinuance thereof.

C. All sewer charges shall be payable on or before the date indicated on STUB of current bill. If not paid within 30 days of said date, it will become delinquent and shall bear interest thereon as prescribed by State Statute and Municipal Resolution from said due date, shall become a lien on said property, and shall be collectible as in the case of other municipal taxes, charges or liens.

D. All payments shall be made to the "Township of Bernards Sewerage Authority" and payable at the office of the Authority, One Collyer Lane, Somerset County, Basking Ridge, New Jersey.

E. Pursuant to the statute (N.J.S.A.40:14A-21), in the event that a service charge with regard to any parcel of real estate shall not be paid as and when due, interest shall accrue and be due to the Authority at the rate of one and one-half per cent (1 1/2%) per month until such service charge, and the interest thereon shall be fully paid to the Authority.

F. Pursuant to said statute, service charges not paid shall be a lien with parity to municipal taxes and so enforceable and the Authority shall have all additional remedies for enforcement and collection, including shutting off of sewerage service and shutting off of water supply to the premises in default, enforcement of its lien as tax liens are enforced and action at law for any unpaid balance and interest with attorney's fees and costs or by foreclosure of its lien on the real estate affected.

XVIII. Defense and Indemnification

A. Except as hereinafter provided, the Bernards Township Sewerage Authority shall, upon the request of any present or former official, employee or appointee of the Bernards Township Sewerage Authority, provide for indemnification and legal defense of any civil action brought against said person or persons arising from an act or omission falling within the scope of their public duties.

B. The Bernards Township Sewerage Authority is not required to indemnify any person against the payment of punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. Pursuant to N.J.S.A. 59:10-4, the indemnification and defense provided for in this resolution may, however, include exemplary or punitive damages resulting from the employee's civil violation of state or federal law if, in the opinion of the Members of the Authority, the acts committed upon which the damages are based did not constitute actual fraud, actual malice, willful misconduct or an intentional wrong.

The Bernards Township Sewerage Authority may refuse to provide for the defense and indemnification of any civil action referred to herein if the Members of the Authority determine that:

1. the act or omission did not occur within the scope of a duty authorized or imposed by law;
2. the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification; or
3. the defense of the action or proceeding by the Bernards Township Sewerage Authority would create a conflict of interest between the Bernards Township Sewerage Authority and the person or persons involved.

C. The terms of this resolution and the definition of official, employee and appointee are to be construed liberally in order to effectuate the purposes of this resolution except that these terms shall not mean:

1. any person who is not a natural person;
2. any person while providing goods or services of any kind under any contract with the Bernards Township Sewerage Authority except an employment contract;
3. any person while providing legal or engineering services for compensation unless said person is a full-time employee of the Bernards Township Sewerage Authority; and
4. any person who as a condition of his or her appointment or contract is required to indemnify and defend the Bernards Township Sewerage Authority and/or secure insurance.

D. The Bernards Township Sewerage Authority shall provide for defense of and indemnify any present or former official, employee or appointee of the Bernards Township Sewerage Authority who becomes a defendant in a civil action if the person or persons involved:

1. acted or failed to act in a matter in which the Bernards Township Sewerage Authority has or had an interest;
2. acted or failed to act in the discharge of a duty imposed or authorized by law; and
3. acted or failed to take action in good faith.

For purposes of this resolution, the duty and authority of the Bernards Township Sewerage Authority to defend and indemnify shall extend to a cross-claim or counterclaim against said person.

E. In any other action or proceeding, including criminal proceedings, the Bernards Township Sewerage Authority may provide for the defense of a present or former official, employee or appointee, if the Members of the Authority conclude that such representation is in the best interest of the Bernards Township Sewerage Authority and that the person to be defended acted or failed to act in accord with the standards set forth in this resolution.

F. Whenever the Bernards Township Sewerage Authority provides for the defense of any action set forth herein and as a condition of such defense, the Bernards Township Sewerage Authority may assume exclusive control over the representation of such persons defended and such person shall cooperate fully with the Bernards Township Sewerage Authority.

G. The Bernards Township Sewerage Authority may provide for the defense pursuant to this resolution by authorizing its attorney to act in behalf of the person being defended or by employing other counsel for this purpose or by asserting the right of the Bernards Township Sewerage Authority under any appropriate insurance policy that requires the insurer to provide defense.

APPENDIX A

TOWNSHIP OF BERNARDS SEWERAGE AUTHORITY

RATE SCHEDULE

Initial Connection Charges and Annual User Charges are determined annually at a Public Rate Hearing.

Interest Rate -- 10 year Amortization -- 8% per year

Interest Rate -- Delinquent Accounts -- 1-1/2 % per month

| | <u>Initial Connection Charge Units</u> | <u>Annual User Charge Units</u> |
|---|--|-------------------------------------|
| <u>Class One: Residential</u> | | |
| (a) Single-Family Dwelling..... | 1.00 |1.00 |
| with Office (Doctor/Dentist/Attorney, etc.) additional..... | 1.00 |1.00 |
| (b) Multi-Family or Dwelling for the first family and for each family in the same building..... | 1.00 |1.00 |
| (c) Hotel or other rooming or lodging property, a charge of | 3.00 |3.00 |
| Plus, for every bedroom in excess of the first five bedrooms, provided or available for each guest or employee, each at..... | 0.60 |0.60 |
| Plus, where laundry, linen or clothes are washed or laundered on the premises, for every bedroom available or provided for guests or employees, each at..... | 0.80 |0.60 |

APPENDIX A

| | <u>Initial Connection Charge Units</u> | <u>Annual User Charge Units</u> |
|--|--|-------------------------------------|
| <u>Class Two: Commercial</u> | | |
| (a) Retail Business (except as herein otherwise specified) | | |
| with five or less employees..... | 1.00 | 1.00 |
| Plus, for each employee over five..... | 0.20 | 0.20 |
| (b) Restaurant, tavern or soda fountain or premises whereon or wherein a similar business is conducted with accommodations for 10 or less patrons..... | 2.50 | 2.00 |
| Plus, a charge for each accommodation or seat over 10..... | 0.19 | 0.15 |
| (c) Beauty parlor or Hair Stylist..... | 1.25 | 1.00 |
| Plus, a charge for each booth or chair over three..... | 0.38 | 0.30 |
| (d) Service stations and public garages, other than car washes employing five or fewer employees..... | 1.00 | 1.00 |
| Plus a charge of..... | 0.20 | 0.20 |
| for each employee over five. Car washes are specifically excluded from Class Two; appropriate charges shall be as specified in Class Four. | | |
| Where automobile sales or showrooms are conducted on the same premises as the garage or service station, the sales or showrooms shall be deemed a separate retail business to also be charged under Type (a) of Class Two. | | |

APPENDIX A

| | <u>Initial Connection Charge Units</u> | <u>Annual User Charge Units</u> |
|--|--|-------------------------------------|
| <u>Class Three: School and Public Buildings</u> | | |
| (a) Municipal Buildings..... | 1.00 |1.00 |
| (b) Churches..... | 1.00 |1.00 |
| Every manse, rectory, school or Clergyman's residence shall be considered separately from the church and be charged as a separate use. | | |
| (c) Schools/Day Care Per pupil as shown on the September enrollment / as licensed..... | 0.05 |0.05 |
| (d) Hospitals, per bed..... | 0.50 |0.50 |
| (e) Nursing, Rest or Convalescent Home, per bed of each patient and employee..... | 0.40 |0.40 |
| (f) Club Houses..... | 1.00 |1.00 |
| (Associated with Homeowner's Associations) | | |

Class Four: Commercial Uses Not Specifically Included In Classes 1 through 3, and ALL Industrial uses.

The product of the square footage of the building, per approved plan, times a conversion factor of 0.100 gallons per square foot, divided by 250 gallons per day.

Notes Regarding User Charge and Initial Connection Charge Schedule:

Note 1 - Charge is per unit, whether occupied or not.

Note 2 - Charge is for either separate establishments or for an auxiliary establishment (e.g., a restaurant in a major hotel).

Note 3 - A domestically equivalent waste is one that possesses the following characteristics:

- a) Bio-chemical oxygen demand and suspended solid concentrations less than 225 Mg/l.

b) Meets the standards for acceptable waste (through pre-treatment if necessary) described in the Authority's Rules and Regulations or the State-approved NPDES permits.

If wastes exceed these requirements in concentration or constituents, the Authority may (1) refuse to accept the wastes, (2) may require pre-treatment to acceptable levels, or (3) may impose charges based on the cost of transporting or treating the wastes, including industrial cost recovery charges, if imposed.

- A. The Annual User Charge shall be determined each year by the Authority for each User Charge Unit.
- B. Interest will be charged on delinquent accounts at the maximum rate permitted by statute.
- C. Charges for new installations, connections, inspections, etc., will be made on the basis of actual cost to the Authority.
- D. Sewer charges shall be reviewed and revised (if necessary) annually.
- F. Septage disposed of at the Authority's sewage treatment plant shall be charged at the rate of \$45.00 per one thousand gallons or part thereof.
- G. The discharge of sump pumps may not be connected to the Authority sewer system. If found connected, the property owner will be charged on the basis of continuous discharge at 10 % of the rated pump capacity (1 unit equals 100,000 gallons per year) . Charges will also be levied retroactively for the period of use to a maximum of two years. The property owner must remove any connected sump pump within 60 days after notice from the Authority. This provision is to become effective 6 months after the May 1984 rate hearing.
- H. The owner or developer of any and all developments or subdivisions of land shall pay all fees for permits and for engineering services of the Authority's engineers in reviewing the plans and projects and in inspecting the facilities. Likewise, the owner or developer shall pay all costs and expenses for the installation of sewerage facilities within the development or subdivision and in the streets abutting the same.
- I. Any initial connection charges for non development Class One Users with septic systems to be abandoned, may be amortized over a period of not more than ten (10) years. Annual interest on unamortized balances shall be at the interest rate established by the Authority.

APPENDIX A (continued)

- J. Extraneous flows originating from infiltration and inflow shall be considered an equal burden and shall be apportioned throughout the rate system
- K. Where the ratio of peak flow rate to the average daily flow rate for any user exceeds 3.0, additional Initial Connection Charge Units may be assigned in proportion to the difference of the two ratios. Flow equalization facilities may be used to offset the impact of this regulation.
- L. Where there are two or more separate uses or classes of uses within the same building, the annual charge for each such use shall be made and paid. Each and every use separately connected to the Authority's system shall be charged and shall pay the full initial connection charge as well as all annual charges.
- M. Unless otherwise specifically provided in all these rates, all fees, charges and payments shall be due and payable in advance.
- N. No connection or tie-in to or with the Authority's system or facilities shall be made or suffered to be done unless and until all fees, charges and payments be first paid.
- O. These rates for both initial and annual charges are being adopted only after a careful study or the present rates and consideration of the rates of neighboring municipalities, to the end that the Authority may continue to meet its obligations and properly perform functions although confronted with ever rising costs and with the necessity of great and stricter requirements in the treatment of sewage, nevertheless attempting to maintain uniformity with fairness and equity to the users and customers of the Authority' facilities in adopting these charges.
- P. Payment of the charges imposed for connection to the Authority's system and the right to use its facilities may be enforced under the statutory provisions (R.S. 40:14A-21), The Authority shall have the right to discontinue or refuse its services and facilities to any person or persons who refuse to abide by and conform to these Rates, Rules and Regulations or who refuse to supply written information concerning the property connected to or sought to be connected to the Authority's system in relation to the using or attempting to use, or providing for the use of, the Authority's system and facilities shall thereby be deemed to have agreed to all the provisions of the Authority's Rates, Rules and Regulations and to all provisions of this resolution.
- Q. In any particular case where the uniformity of rates is necessary to be preserved or where the purposes set forth in the statute are to be observed or where the statutory standards may be more strictly adhered to, the Authority, in its discretion, may enter into the express contract with user or potential customer to accomplish such purpose. Metered use may be required by the Authority wherever excessive use results or wherever, in the Authority's discretion, uniformity of charges for use is to be maintained.

- R. Any person making unauthorized use of the Authority's system or facility or who shall in any way damage or injure the same of any part thereof shall be guilty of a trespass and be deemed to have committed a nuisance. No person shall use the Authority's system or facilities except in accordance with the Authority's Rates, Rules and Regulations.
- S. The Authority shall charge private parties for labor, expenses, and equipment costs of the Authority, its contractors, agents and professionals, as established by resolution, for services provided in the investigation of a complaint or problem when determined by the Authority to be the responsibility of the private party. The private party shall pay the Authority all such charges within 10 days of written notice by the Authority. The provisions of Appendix A Article P shall apply to those private parties that do not make the required payment to the Authority.

DATED, PROMULGATED AND AMENDED

- (1) Approved by the Bernards Township Sewerage Authority at a regularly scheduled meeting held on September 18, 1984.
- (2) Amended by the Bernards Township Sewerage Authority on:
- (a) December 12, 1989
 - (b) September 11, 1990
 - (c) December 12, 1992
 - (d) December 22, 1993
 - (e) November 13, 1995
 - (f) November 18, 1996
 - (g) January 26, 1998
 - (h) June 22, 1998
 - (i) June 26, 2000
 - (j) September 24, 2001
 - (k) October 22, 2001
 - (l) September 23, 2002
 - (m) April 25, 2005
 - (n) January 23, 2006
 - (o) September 25, 2006
 - (p) July 12, 2011
 - (q) October 13, 2015
 - (r) February 11, 2020
 - ~~(q)~~(s) August 11, 2020

Chairman, Bernards Township Sewerage Authority

Secretary, Bernards Township Sewerage Authority

APPENDIX B

Legend

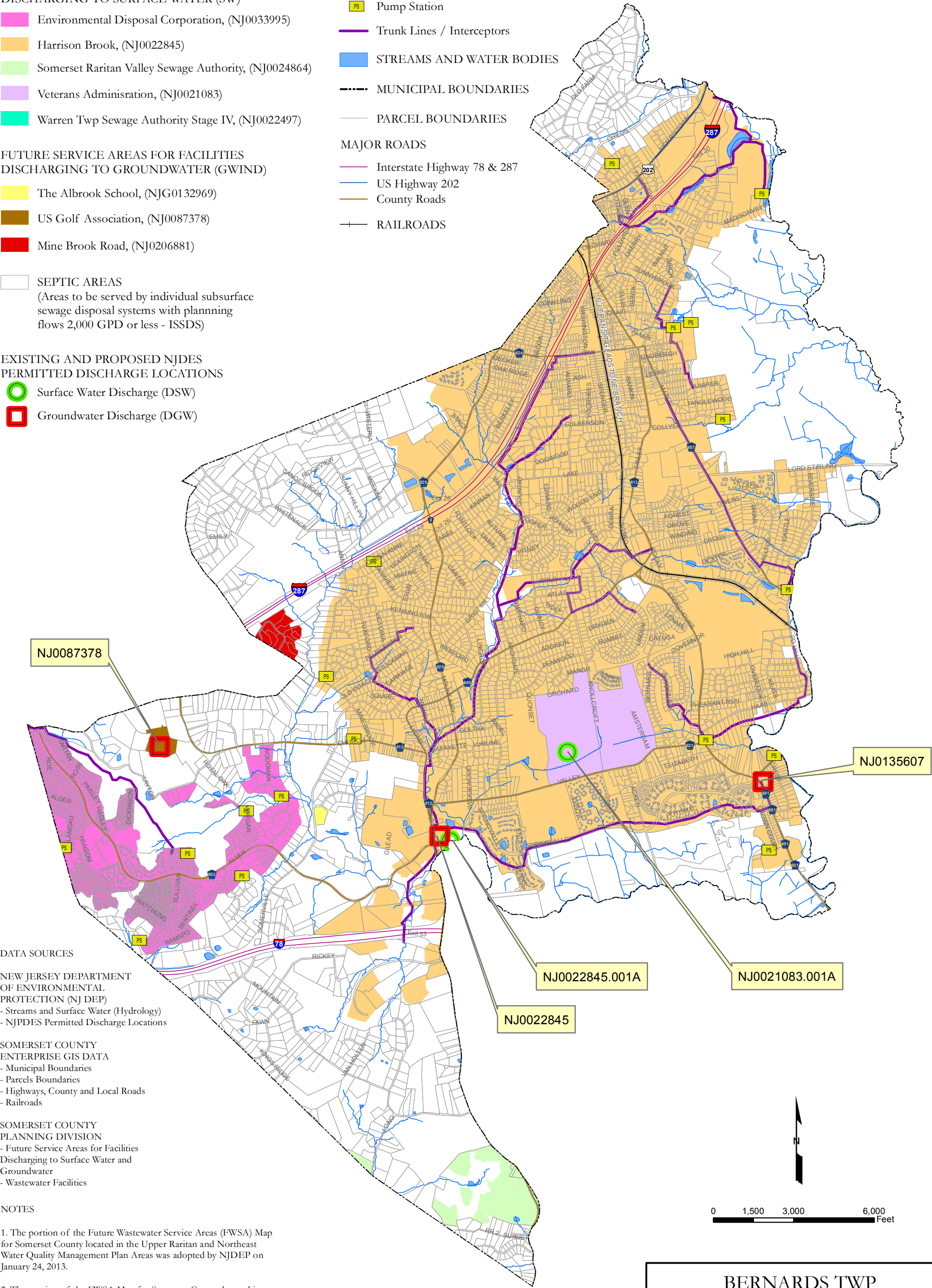
- FUTURE SERVICE AREAS FOR FACILITIES
DISCHARGING TO SURFACE WATER (SW)
- Environmental Disposal Corporation, (NJ0033995)
 - Harrison Brook, (NJ0022845)
 - Somerset Raritan Valley Sewage Authority, (NJ0024864)
 - Veterans Adminisration, (NJ0021083)
 - Warren Twp Sewage Authority Stage IV, (NJ0022497)

- FUTURE SERVICE AREAS FOR FACILITIES
DISCHARGING TO GROUNDWATER (GWIND)
- The Albbrook School, (NJG0132969)
 - US Golf Association, (NJ0087378)
 - Mine Brook Road, (NJ0206881)

- SEPTIC AREAS
(Areas to be served by individual subsurface
sewage disposal systems with planning
flows 2,000 GPD or less - ISSDS)

- EXISTING AND PROPOSED NJDES
PERMITTED DISCHARGE LOCATIONS
- Surface Water Discharge (DSW)
 - Groundwater Discharge (DGW)

- WASTEWATER FACILITIES
- Pump Station
 - Trunk Lines / Interceptors
 - STREAMS AND WATER BODIES
 - MUNICIPAL BOUNDARIES
 - PARCEL BOUNDARIES
- MAJOR ROADS
- Interstate Highway 78 & 287
 - US Highway 202
 - County Roads
 - RAILROADS



- DATA SOURCES
- NEW JERSEY DEPARTMENT
OF ENVIRONMENTAL
PROTECTION (NJ DEP)
- Streams and Surface Water (Hydrology)
 - NJPDES Permitted Discharge Locations
- SOMERSET COUNTY
ENTERPRISE GIS DATA
- Municipal Boundaries
 - Parcels Boundaries
 - Highways, County and Local Roads
 - Railroads
- SOMERSET COUNTY
PLANNING DIVISION
- Future Service Areas for Facilities
Discharging to Surface Water and
Groundwater
 - Wastewater Facilities

- NOTES
- The portion of the Future Wastewater Service Areas (FWSA) Map for Somerset County located in the Upper Raritan and Northeast Water Quality Management Plan Areas was adopted by NJDEP on January 24, 2013.
 - The portion of the FWSA Map for Somerset County located in the Lower Raritan/Middlesex County Water Quality Management Plan Area was adopted by NJDEP on March 5, 2013.
 - Somerset County uses the following map projection & coordinate system when presenting GIS data:
 - Horizontal: North American Datum 1983 (NAD83)
 - Vertical: North American Vertical Datum 1987 (NAVD87)
 - Coordinate System: New Jersey State Plane Feet