



Hatch Mott
MacDonald



Rules and Regulations

August 2014

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100. General Stipulations

A. Title

This document shall be known as the Kearny Municipal Utilities Authority (KMUA) Rules and Regulations of 2012 and cited as KMUA RR 12.

B. Office of the Authority and Hours of Business

1. The principal office and mailing address of the Authority and place of business is located at 39 Central Avenue, Kearny, NJ 07032-4602.
2. The office of the Authority will be open for the purpose of regular business between the hours of 9:00 a.m. and 4:00 p.m. prevailing time, each weekday, Monday through Friday, except on legal holidays.

C. Purpose

The purpose of these Rules and Regulations is to establish uniform requirements for dischargers into the KMUA wastewater collection, and to enable the KMUA to protect the public health, safety and welfare in furtherance of all applicable State and Federal laws relating thereto. These Rules and Regulations are established for the conduct of Authority business, and to provide a schedule of fees, rates and regulations under which the Authority will operate. The KMUA is established under the County and Municipal Utilities Authorities Law, New Jersey State Statute 40:14B-1 et seq.

D. Distribution

Copies of the Regulations, Specifications and User Rate Study shall be filed in the office of the Authority, and the same shall be available for the use and examination or purchase by the Public.

E. Compliance with Passaic Valley Sewerage Commission

All discharges are subject to review and approval by and the Rules and Regulations of the Passaic Valley Sewerage Commission (PVSC).

F. Effective Date and Provision for Change

1. These Rules and Regulations shall take effect immediately on adoption by the Authority and shall supersede the Rules and Regulations heretofore adopted by the Authority and any prior amendments thereof and supplements thereto.
2. In the event any section, paragraph, sentence, clause or part of these 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 the full membership of the Authority and upon such notice as may be required by law.

101. Definitions

- A. "Application for Service" shall mean an application prepared and completed by an Applicant, Customer or Owner in accord with the requirements as specified in Section 200.
- B. "Authority" shall mean the Kearny Municipal Utilities Authority (KMUA).
- C. "Authority Consulting Engineer" shall mean person or firm duly employed in such capacity by the Authority.
- D. "Biochemical Oxygen Demand (B.O.D.)" shall mean the quantity of dissolved oxygen in milligrams per liter (mg/l) either in an effluent or in a waterbody, required during stabilization of decomposable organic matter by aerobic biochemical action as determined by analytical procedures set forth in the Manual of Methods for Chemical Analysis of Water and Wastes (USEPA, Office of Technology Transfer, Washington, D.C., March 1983).
- E. "Board of Health" shall mean the Town of Kearny Board of Health or the Board of Health of the municipality in which the property to be sewered is located.
- F. "Building Connection" shall mean any pipe or physical connection to the sewer owned and operated by the Authority.
- G. "Connection" shall mean any operational or physical change to the generation of sewerage or change to the sewer collection or to the plumbing or piping of any building, facility, or structure either proposed or existing, which connects directly or indirectly to any portion of the KMUA facilities.
- H. "Connection Fee" shall mean the initial charge made upon connection to the Authority's system, or change in use of an existing connection. This charge is determined by the Authority from time to time so as to apportion a uniform shared cost of the sewer system that has been previously constructed.
- I. "Customer", "Applicant", or "Owner" shall mean any Person currently served, or making application for sewer connections that directly or indirectly will be connected to the sewer system or to which directly or indirectly has been furnished or supplied the products or services of the sewer system.
- J. "Discharge" shall mean the action of pumping, leaching, releasing, spilling, leaking, pouring, emitting, emptying, or dumping and also means the causing of permitting any of the aforesaid.
- K. "Domestic Sewage" shall mean the waste and wastewater from humans or household operations.
- L. "Easement" shall mean an acquired legal right for the specific use of land owned by others.
- M. "Equivalent Dwelling Unit (EDU)" shall mean a unit of sewage flow equal to 300 gallons per day.
- N. "Executive Director" shall mean the person so designated by the Authority with the responsibility for the overall daily management of the Authority.

- O. "Failure in a building connection" shall mean any defect in a pipe or joint which adversely affects performance of the sewer connection or which has the potential to cause adverse effects to the structural integrity or physical condition of the Authority's sewer facilities.
- P. "Industrial Wastes" means the liquid wastes resulting from the processes employed in industrial, manufacturing, trade or business establishments, as distinct from domestic or sanitary sewage.
- Q. "Infiltration" shall mean leakage into the sanitary sewer system from ground water sources.
- R. "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.
- S. "Inspector" shall mean the person assigned by the Authority or by the Authority's representative to inspect the construction of Building Connections and Sanitary Sewers, and to such other duties as may be determined pursuant to these Rules and Regulations.
- T. "Local Health Officer" shall mean the Town's Health Officer, or his authorized deputy, agent or representative.
- U. "Sewer Main" shall mean the Authority-owned or controlled piping and appurtenances used for the collection of sewage.
- V. "NJDEP" shall mean the Department of Environmental Protection of the State of New Jersey.
- W. "New Service" shall be defined as any sewer connection which had not been previously made, or a change in the character or nature of usage, or a connection which requires a treatment works approval from the NJDEP.
- X. "Non-Domestic User" shall mean any user, including commercial users, industrial users and institutional users, discharging industrial wastes.
- Y. "Planning Board" shall mean the Town of Kearny Planning Board.
- Z. "Person" shall mean any individual, partnership, firm, corporation, association or any other organization or group.
- AA. "Permit" shall mean the approval granted by the Authority.
- BB. "Physical Connection" shall mean when the sewer facility which serves one unit or several units is capable of being used, and has been approved by the KMUA.
- CC. "Professional Engineer" shall mean a person licensed to practice professional engineering in the State of New Jersey.
- DD. "PVSC" shall mean the Passaic Valley Sewerage Commission.
- EE. "Residential User" shall mean a single-family, multi-family, apartment, mobile home, or hotel/motel unit that is designed for and used exclusively for providing living accommodations.

- FF. "Sanitary Sewage" shall mean the normal wastewater from residences, commercial establishments, institutions and industrial establishments, limited exclusively to the wastes from kitchens, bathrooms, water closets, lavatories and laundries.
- GG. "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.
- HH. "Service Agreement" shall mean an agreement between the Applicant or Owner and the Authority, which details the contractual requirements of both parties for receiving and providing sewer service.
- II. "Sewage" shall mean water carried wastes from residences, business buildings, institutions, industrial establishments, and other buildings or places.
- JJ. "Sewer Service Area" shall mean that portion of Kearny which is serviced by the Kearny Municipal Utilities Authority conveyance system. A map of the sewer service area is attached to these Rules and Regulations as Appendix D.
- KK. "Suspended Solids" shall mean total suspended matter that either floats on the surface of, or is in suspension in water, wastewater or other liquids, and that is removable by laboratory filtering and prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as non-filterable residue.
- LL. "Town" shall mean the Town of Kearny in the County of Hudson, State of New Jersey, or else the municipality in which the sewered or to be sewered property is located.
- MM. "Treatment Works" shall mean any device or systems, whether publicly or privately owned or operated, used in the storage, treatment, recycling, or reclamation of domestic or industrial waste of a liquid nature including intercepting sewers, outfall sewers, sewage collection systems, cooling towers, and ponds, pumping, power and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alteration thereof; and any other works including sites for the treatment process or for ultimate disposal of residues resulting from such treatment. Additionally, "treatment works" means any other method or system for preventing, abating, reducing, storing, treating, separating, or disposing of pollutants, or industrial waste in the sanitary sewer systems.
- NN. "User" shall mean any individual, firm, company, partnership, corporation, association, group or society, which discharges wastewater into a treatment works.
- OO. "User Charges" shall mean rents, rates or fees, other than permit or application fees, made on an annual or other time basis, and charged for direct or indirect connection with, and the use of, the Authority's sewer systems.
- PP. "Wastewater" shall mean a combination of the liquid and water carried wastes from residences, commercial buildings, industrial plants, and institutions. In recent years, the word "wastewater" has taken precedent over the word "sewerage".
- QQ. "Zoning Board" shall mean Town of Kearny Zoning Board of Adjustment.

102. Sewer Connection Required

The owner of all houses, buildings or properties used for human occupancy, commerce, industry, recreation, or other purposes, situated within the KMUA District in the Town of Kearny and abutting any street, alley or right of way in which there is now located or may in the future be located a Public Sewer is hereby required at the owner's expense to install suitable wastewater facilities therein, and to connect such facilities directly or indirectly with the proper Public Sewer in accordance with the provisions of these Regulations within sixty (60) days after receipt of a notice to do so, provided that said buildings or properties have reasonable access to the Public Sewer as determined by the Authority. A property shall be presumed to have reasonable access if it is located within 200 feet of said sanitary sewer.

103. Separate Connection Required

- A. A separate and independent sewer connection shall be provided for:
 - 1. Each building under one roof owned by one person and occupied as one business or residence; or
 - 2. A combination of buildings owned by one person in one common enclosure occupied by one family or business; or
 - 3. Each side of a double house having a solid vertical partition wall making it subject to divided ownership.
- B. A building owned by one person containing more than one store, apartment or office such as a shopping mall, an apartment house or an office building, may be serviced with one or more sewer laterals at the discretion of the Engineer, with the approval of the Authority.
- C. If one building stands at the rear of another on an interior lot and no separate house connection is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the house connection from the front building may be extended to the rear building, but the Authority does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection.

104. Special Agreements

No provision of this document shall be construed to prevent a special agreement or arrangement between the Authority and a discharger of wastewater, subject to additional payment by the discharger.

105. Right of Entry: Inspection and Sampling

The Executive Director or its duly authorized representative shall have the right to enter the premises of any user to determine whether the user is complying with all requirements of these Rules and Regulations or order issued hereunder. Users shall allow the Executive Director or its duly authorized representative ready access to all parts of the premises for the purposes of

inspection, sampling, records examination and copying, and the performance of any additional duties

- A. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Executive Director or its duly authorized representative will be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The Executive Director or its duly authorized representative shall have the right to set upon the user's property, or require installation of such devices as are necessary to conduct sampling and/or metering of the user's operations. Compliance determinations with respect to these Rules and Regulations may be made on the basis of instantaneous grab samples, sequential samples or composite samples. Sequential and composite samples may be taken over a 24 hour period or any other time span as deemed necessary by KMUA to meet the requirements of a specific situation.
- C. The Executive Director or its duly authorized representative may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Executive Director or its duly authorized representative and shall not be replaced. The costs of clearing such access shall be born by the user.
- E. Unreasonable delays in allowing the Executive Director or its duly authorized representative access to the user's premises shall be a violation of these Regulations.

106. Confidentiality of Information

Information and data on a user obtained from reports, surveys, and monitoring programs, and from the Authority's inspection and sampling activities, shall be available to the public without restriction, unless the user specifically requests, and is able to demonstrate to the satisfaction of the Authority and its General Counsel, that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable state law. Any such request must be asserted at the time of submission of the information or data. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NJPDES program or pretreatment program, and in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

107. Maintenance

A. Maintenance by Customer

All sanitary sewer facilities from the sewer main to the building is owned and operated by the customer. The customer shall maintain all connections, service laterals, and fixtures in good order. All leaks in the service lateral from the building to the sewer main, or in any fixture in the premises served, must be repaired immediately by the Owner or occupant of the premises. The Customer shall be responsible for notifying in writing the Authority of any suspected sewer lateral blockages, breaks or malfunctioning meters and the company name of the party contracted to do any replacement or repair work in the customer's service lateral prior to work being commenced, and said contractor shall not backfill any trench until the work has been inspected and approved by the Authority's representative. Any work not acceptable shall be immediately removed and/or replaced by work that is acceptable.

All customers are responsible for notifying in writing the Authority upon becoming aware of any suspected water main breaks or malfunctioning incoming water meters and the company name or party contracted to do any replacement or repair work on the customer's potable water service prior to the work being commenced, and said contractor shall not backfill any trench until the work has been inspected and approved by the Authority having jurisdiction.

Excavations undertaken by the Authority in response to problems in the system, which are subsequently shown to be on the Building Connection and thus the responsibility of the Customer, shall be charged to the Customer in accordance with these Rules and Regulations.

B. Public Sewer System

The Authority will maintain only public sewer lines. Where a public sewer line has been installed by the Authority, this maintenance shall begin upon final acceptance unless other provisions are included in the construction contract. Where a line is installed in conjunction with development by an entity other than the Authority and later conveyed to the Authority, maintenance by the Authority will begin upon final acceptance.

C. Required Maintenance

Maintenance shall include but not be limited to measures to ensure water tight conditions, structural integrity, and safe access. Maintenance shall also include a program of inspection, removal of debris and cleaning to remove built up material from the pipe and manholes. Removal of debris and cleaning shall be accomplished in a manner which prevents the discharge of material to the Authority's system.

D. Inspection and Cleaning Procedure for Private Sewer Systems and Control Manholes

1. Cleaning of all building sewers shall be inspected by Authority personnel. Unless cleaning is being performed to correct a sewage overflow, the Authority shall be provided with 24 hour advance notice and the property owner shall obtain an inspection permit (See Appendix B). Where inspection time exceeds four man hours, the owner shall pay the additional cost involved when billed.

2. Where a building sewer includes a control manhole, a screen shall be placed in the control manhole to catch debris removed from the line to the building. The line from the control manhole to the building shall be cleaned by hydraulic jetting and vacuuming. If the section of line from the control manhole to the street sewer is to be cleaned, the screen shall be placed in the first downstream manhole. The property owner shall dispose of all material removed.
3. Where a building sewer does not include a control manhole, a screen shall be placed in the first downstream manhole. The building sewer shall be cleaned by hydraulic jetting while a vacuum is placed in the downstream manhole to remove debris. The property owner shall dispose of all material removed.

108. Authority Not Responsible

The Authority shall in no event be responsible for maintaining any portion of the sewer service line owned by the Customer from the building to the sewer main, or for damage done by sewage escaping there from or from lines or fixtures on the Customer's property. The customer shall at all times comply with applicable regulations, and make changes to the service, required by reason of changes of grade, relocation of Mains, or otherwise.

The Authority shall in no event be responsible for any backups or surcharges into fixtures or services. The Customer shall incorporate into the Building Connection special precautions, including but not limited to the installation of a backflow valve, to prevent backup of sewage because of high flows or blockages.

109. Responsibility for Blockage Correction

In the event of a blockage in a sewer line, the property owner or occupant shall immediately contact the Authority in person or by telephone (see Section 107(A)). A representative of the Authority will make an inspection to determine the location of the blockage. The Authority will be responsible only for blockages which occur in the sewer main. The property owner is responsible for all blockages, regardless of the cause, or by whom the line was constructed, which occur in a line between the building and the sewer main. In the event that the Authority representative determines that the blockage is in an area for which the Authority is responsible, he will initiate corrective action.

If the blockage is in an area for which the Authority is not responsible, the property owner shall make immediate arrangements for correction of the blockage at his own expense, utilizing, for example, the services of a private sewer cleaning service. If the Authority representative is unable to determine the area of responsibility, the blockage shall be corrected by and at the expenses of the property owner; however, an Authority representative shall be present to inspect such corrective action and if he determines that the blockage was the responsibility of the Authority, the Authority will reimburse the property owner for the expense of the corrective action.

Notwithstanding any of the foregoing, in the event that the above notification procedure is not followed by the property owner, then the Authority shall not be liable for the cost of any private action.

110. Severability

If any provision of this ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

111. Indemnification

The Industrial Users of the KMUA system shall indemnify and save harmless the KMUA for any expense, loss or damage occasioned by the KMUA, by reason of violation of the Authority's Rules and Regulations, the discharge of industrial wastes or any prohibited substance, including, but not limited to the following:

- A. Any cost incurred by the KMUA in removing, correcting, preventing or terminating any adverse effects upon the KMUA wastewater collection system;
- B. Any increase in the cost of residuals, processing or disposal;
- C. Any fines or penalties assessed against the KMUA for such violations of its permits;
- D. The reasonable costs of any investigative inspection or monitoring survey which leads to the establishment of a violation of the Authority's Rules and Regulations and the reasonable costs of preparing and litigating, including any reasonable attorney's fees and costs, any action successfully concluded against the User for such violation; and
- E. Any other actual or compensatory damages to the KMUA resulting from the discharge.

112. Notification Required

Users of the KMUA system are required to notify the Authority in writing of any changes in the use, quality and/or quantity of the discharge to the Authority's sewer system. Each User shall promptly notify the Authority of any planned significant changes to the User's operation or system which may alter the quality and/or quantity of its wastewater, so the Authority can review and make a determination for approval or disapproval of the change in a timely manner. A significant change is defined, but not limited to, as follows:

- A. Over 25% variation in the monthly average operation or process of the User;
- B. Over 25% variation in the monthly average quality/quantity of the wastewater;
- C. Introduction of a new product or raw material in significant quantity;
- D. Discharge or potential discharge of any new toxic, hazardous, or incompatible pollutant;
- E. Change in authorized representative, contact person, owner or billing address;

- F. Any significant and relevant operations, processes or other wastewater/discharge related activities previously not reported to the Authority.

200. Application for Service

- A. No Person shall build, install, modify change use, or operate any facility for the collection or discharge of sewage into the Authority's sanitary sewer, until written application on a form prepared by the Authority for a permit to do so has been completed and presented to the Authority for such purpose and a permit therefore duly issued.
- B. An Application for Service shall be submitted to the Authority for a review of the proposed facilities, route of construction, estimated volumes of flow and whether an individual or comprehensive study of the sewerage system is required to be submitted by the Applicant. An Application for Service will not be considered complete unless all planning and design documents for the proposed facilities are signed and sealed by a Professional Engineer or Architect, as prescribed by law, registered in the State of New Jersey.
- C. Application for Service shall be made on the Authority's Application for Sanitary Sewer Service form, attached as Appendix A.
- D. The Authority will accept no application for service until the Applicant has paid all application fees and provided a reasonable escrow fee in the sole discretion of the Authority to defray professional charges incurred in processing the application. Furthermore, not application for service will be accepted until any and all fees in arrears and charges due by the applicant are paid in full.
- E. The accepted application shall oblige the Applicant to pay to the Authority its rates and fees as established from time to time to comply with its Rules and Regulations.
- F. All completed applications for sewer permits shall be approved on a first-come first-served basis. The obligation of the Authority to approve completed applications for sewer service is contingent upon the availability of capacity in both the physical sewerage facilities as well as in contractual capacities that the Authority and the Town of Kearny have with the Passaic Valley Sewerage Commission (PVSC).
- G. The applicant shall not construct sewer facilities until such time as the Authority is in receipt of all necessary approvals from NJDEP, PVSC or any other municipal, state or federal agency that may be required.
- H. The Authority shall not approve an application that is incomplete or an application for service that cannot be rendered as a result of a lack of conveyance or contractual capacity.

201. Conditions of Issued Permits

- A. A permit issued by the Authority shall expire in 36 months from the date of issue unless

otherwise provided for in the Service Agreement. The permit shall become null and void unless Physical Connection is made within the permit period. In situations where construction has continued during the six-month period immediately prior to any expiration date of a permit, the permit may, at the sole discretion of the Authority, be renewed for additional six-month periods. Unless, so renewed, the permit will automatically expire at the expiration of the 36 month period or other period as provided for in the Service Agreement.

- B. All permits are given on condition that the owners of the property served assume all risk of damages that may result from water getting into the premises from the sewer or their connections. Any drain subject to back flow or back pressure may be equipped with an approved type back water valve upon notification to the Authority.

202. Connection to the Authority's System by Developers and Others – Application Procedures

A. Planning Board Review

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

B. Determination of Conveyance Capacity and Method of Service

The Authority receives a request for service from the developer and forwards the letter to the Authority's consulting engineer for review and comment. If a determination can be made, the consulting engineer indicates to the Authority that service or capacity is/is not available and the method of service. If a determination cannot be made, the consulting engineer advises the Authority what information is to be provided by the applicant to evaluate availability of adequate conveyance capacity. The Authority responds to developer.

C. Submission of Plans/Plan Review

1. The Engineer for the developer submits sanitary sewer plans to the Authority and requests a review and Authority Approval. The plans and specifications shall be in conformance with NJDEP "Technical Requirements for Treatment Works Approval Applications". NJ.A.C. 7: 14A-23 and these Rules and Regulations. The submission includes signed, sealed plans and specifications, the Engineer's Design Report, and (if applicable) the completed TWA application (except Authority's and agent's signature).
2. The Authority responds to the developer by letter. The Authority indicates it has received plans and requests an escrow deposit of \$1,500.00 or as determined by the Authority's consulting engineer, to be held in escrow to cover the plan review fee. The Authority indicates the developer is responsible for review fees in excess of \$1,500.00; unused amounts of such

deposits will be credited toward inspection fees or refunded upon completion of the investigation or receipt of a letter from the applicant advising that no further information is desired, that the investigations should be terminated and requesting that any funds remaining in the escrow deposit be refunded.

3. The only investigations not subject to this escrow requirement are those that do not require any engineering review by either Authority staff or the Authority's consultants but are of the type that can be handled as routine correspondence with the Authority without prolonged investigation.
4. Upon receipt of the escrow deposit in amount as indicated, the Authority forwards the plans, report and TWA to the Authority's consulting engineer for review. The Authority also requests estimate of review fee and inspection fees from the consulting engineer.
5. The Authority consulting engineer reviews the plans, and makes comments and required alterations. The engineer sends comments to the Authority with copies to developer's engineer.
6. The developer's engineer receives the Authority's consulting engineer's report and makes required changes and/or additions. The developer's engineer resubmits the plans to the Authority's consulting engineer.
7. If the amount of the escrow deposit originally placed is found to be insufficient, additional funds shall be added to the account prior to the continuation of the investigation, the release of any report or providing additional services.

D. Formal Application Procedures

1. The Authority's consulting engineer submits plans, design report, signed TWA application to the Authority with recommendation regarding Authority Approval. The consulting engineer agrees to serve as agent for the Authority and recommends that the Authority make application to NJDEP in behalf of developer.
2. Preliminary Planning Board Approval shall be a condition precedent to the submission of a TWA application to the NJDEP.
3. The Authority, by formal resolution, approves the plans and authorizes the Authority Executive Director to sign and execute the TWA form.
4. The Executive Director signs the TWA form and forwards all necessary resolutions and endorsements to developer's engineer who assembles the application package and submits these materials to NJDEP. The developer pays the TWA application fee directly to NJDEP.
5. All rights or entitlement contained in a TWA permit issued by NJDEP shall belong to the Authority and not to the Applicant.
6. The Authority reserves the right to withhold the submission of a TWA permit to NJDEP for good cause.

7. The Authority reserves the right to surrender any sewer main extension permit to NJDEP on a section-by-section basis, if substantial construction has not yet begun on that section to which the permit refers.
8. TWA permits shall be secured for each project or facility, whenever required, prior to the Authority issuing a Permit(s) to the Applicant.

E. Upon Authority Indicating Capacity is Available

1. Agreement between Authority and Developer.
 - a. Upon the Authority indicating capacity is available and the method of service established, the Authority instructs the Authority Attorney to prepare the Service Agreement between the Authority and the developer reserving a specified capacity for a period not exceeding three (3) years unless a different period is established at time of agreement.
 - b. Escrow deposit is made by the application for the Authority Attorney's review and preparation of Agreement.
 - c. Prior to execution of Agreement, the Authority will not sign the TWA.
2. Inspection and Review Fees
 - a. Upon return of approved NJDEP sewer construction permit, the Authority advises the developer of estimated inspection fees. The Authority also requests a deposit of \$2,500.00 to be held in escrow to cover "as-built" plans review fee. The Authority indicates the developer is responsible for review fees in excess of the amount deposited in escrow. The 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. The Authority indicates that the authorization to proceed is contingent upon receipt of the inspection fee deposit and the as-built plans review fee.
 - b. Upon receipt of the inspection fee deposit and the NJDEP sewer construction permit, the Authority authorizes construction of sewers. See Permit for Sanitary Sewer Construction and Inspection (Appendix B).
 - c. The developer proceeds to construct sewers, first indicating when construction will start to the Authority and the Authority's engineer. The developer is responsible for all inspection fees incurred.

F. Completion and Certification

1. Inspection during construction: During the construction of sanitary sewers, the developer will prepare a construction schedule for the Authority's consulting engineer so that adequate inspection during construction can be provided.
2. Completion and certification: Upon completion of construction, the developer requests certification by the Authority's engineer who submits same to NJDEP with copy to the Authority. No Certificate of Occupancy is issued

until all fees, certifications, and connection fees are paid and permit to operate is received from NJDEP.

300. Standards

301. Plans and Profiles of all Proposed Sewer Mains

Two (2) sets of plans and profiles shall be submitted and shall be 24" x 36" uniform size. All plans shall be in a minimum scale of 1 inch equals 50 feet and profiles in a minimum scale of 5 feet vertical to 50 feet horizontal. The plans shall show the following:

- A. The plans and profiles shall show all underground utilities and appurtenances such as water mains, sanitary/storm sewers, gas and electric as may be applicable, and existing and proposed sewers, appurtenances, and contours. All existing and proposed streets shall be shown with surface elevations at all breaks in grade and street intersections. In addition, the true or magnetic meridian, boundary line, title, data and scales shall all be included. All sheets shall be numbered and breaks in plans or profiles appropriately indicated.
- B. Sewers Mains and appurtenances to be constructed shall be clearly labeled. Existing utilities, including but not limited to sanitary/storm sewers and water mains shall be labeled as such. All topographical symbols and conventions shall be those used by the United States Geological Survey.
- C. All elevations shall be shown on United States Geological Survey datum. All permanent benchmarks of the New Jersey Coast and Geodetic Survey shall be shown. Elevations of street surfaces shall be shown. The elevations of sewer inverts at end of reaches and at changes of grades shall be indicated. The elevations of streets surfaces shall be shown to the nearest 0.01 feet. Sewer inverts shall be shown to the nearest 0.01 feet. Sufficient benchmarks shall be permanently established for the area.
- D. Inverts at all manholes, length and stationing at manholes, slopes for each reach in decimal form, sewer size, material, and material class shall be shown on the plans. Arrows shall show the direction of flow.
- E. The plans for pumping stations shall include a general site plan showing boundaries, contours, proposed improvements, underground or overhead wires, and shall include the items referred to in the Engineer's Report that are related to the design drawing.
- F. The Engineer's Design Report shall contain the following minimum data:
 - 1. Intended use of the proposed realty improvements and the characteristics of sewage expected from such use.
 - 2. The size and capacity of existing Authority facilities and the anticipated effect of the proposed facilities on the existing sewerage system.
 - 3. The estimated average daily and peak dry weather flow and descriptive formula utilized in calculating such estimates.

4. The Applicant's requested timeframe for the staging of any required off-site improvements.
5. Preliminary cost estimate for both on-site and off-site sewers.
6. Any other factors which would affect design and use of the sewerage system as determined by the KMUA.
7. Any other facilities or factors, which may be required by local agencies.

For Pumping Stations:

8. The operational characteristics including pumping rates, wet well detention times and force main velocities at minimum, maximum and average flow (both present and future).
 9. Technical basis of design for the mechanical, structural and electrical elements of the station including emergency standby generator.
 10. A review of any feasible options to service the area that may avoid pumping.
 11. The proposed ownership of the pumping station, which shall be subject to Authority concurrence.
 12. The Applicant's requested timeframe for the staging of the installation of any required equipment or facilities.
 13. Preliminary cost estimate for construction and annual operating costs.
 14. Any other factors which would affect design and use of the sewerage system.
- G. The plans and specifications shall be in conformance with NJDEP "Technical Requirements for Treatment Works Approval Applications". N.J.A.C 7:14-23 and these Rules and Regulations.

302. Design Criteria for Construction of Facilities

- A. All sanitary sewers shall be designed to carry a peak flow of four times the average flow estimated based on a twenty years flow projection when flowing full. Average flow shall be determined in accordance with NJAC 7:14A-23.3(a) criteria.
- B. Sewers and force mains shall be designed to flow with a minimum velocity of not less than 2.0 fps (feet per second) at full flow based on Manning formula with $n=0.013$ or $n=0.01$ for PVC pipe. Acceptable materials used in the construction of sewers, service laterals and force mains are indicated in the KMUA standard specifications.
- C. Sanitary Sewers shall be aligned along the center of the road and shall maintain a minimum horizontal separation of eight (8) feet from structures and utilities, with utility crossings of the sanitary sewer made at normal angles (90 degrees) unless otherwise approved by the Authority's Engineer. The underground water service pipe and the sanitary sewer shall be not less than ten (10) feet apart horizontally and shall be separated by undisturbed or compacted earth unless otherwise approved by the

Authority.

- D. Sanitary Sewers shall be laid with a minimum cover of 3 feet, unless otherwise approved in writing by the Authority's Consulting Engineer.
- E. Concrete encasement in accordance with the Authority's standard construction detail of utility crossings (including sanitary sewer connections) of less than twelve (12) inches vertical separation.
- F. Sanitary service laterals must be shown in conjunction with first floor elevations.
- G. Locking manhole frame and covers shall be noted for all manholes in easements.
- H. Sewer Easements must be illustrated and shall be sufficiently wide to allow a minimum of ten (10) feet on each side of the sewer main, with a minimum width of twenty (20) feet. Said easement shall be exclusive to the Authority unless otherwise recommended by the Authority's Consulting Engineer and approved by the Authority.
- I. Where sewer facilities are to be owned by the Authority, the following Notes shall be added to the preliminary and final subdivision plans:
 - 1. All sewer facilities and easements will be dedicated to the Kearny Municipal Utilities Authority (KMUA) upon acceptance.
 - 2. The KMUA has a non-encumbered easement. Other utilities and/or structures, whether above or below ground surface, shall not be constructed within the easement without the written permission of the Kearny Municipal Utilities Authority.
- J. Construction details shall be in accordance with the Authority's Standards.
- K. Wastewater pumping stations and force main pipelines are subject to review and approval by the Authority and must meet NJDEP requirements and standards.

303. Sewer Service Lateral

- A. The Authority reserves the right to approve the size and type of sewer service lateral. The sewer lateral shall be constructed in accordance with the Authority's specifications and shall be inspected and approved by the Authority's representative prior to backfilling the trench. Any damage to the Authority's sewer main shall be immediately corrected and repaired to the satisfaction of the Authority. Any construction not approved shall be immediately removed and/or reconstructed in an approved manner. The sewer service lateral from the sewer main to the building shall be furnished and maintained by the Owner of the property and shall be installed by a licensed plumber. The use of vents on any portion of the service lateral that would permit the entrance of surface or storm water is prohibited.
- B. No sewer service lateral shall be laid in the same trench with a gas pipe, drain or water pipe, or any other facility of any utility company, nor within three feet of any vault or

other structure.

- C. Where the replacement of the sewer service lateral from the sewer main to the structure is found to be necessary, the Owner will replace the service in the location as previously used unless approved by the Authority.
- D. An existing building connection may be used in connection with a new building only when it is found on examination and test by or under the direction of the Authority's representative to meet all requirements of these Regulations.

304. Prohibited Connections & Discharges

It shall be unlawful for any Person to discharge or cause to be discharged any pollutant or wastewater that will interfere with the operation and/or performance of the Authority's wastewater transport system or the Passaic Valley Sewerage Commission Water Pollution Control Facility in Newark.

The Passaic Valley Sewerage Commission (PVSC) is responsible for implementation and enforcement of the Federal Categorical Pretreatment Standard applicable to a particular industrial subcategory, and for assuring that their sewage treatment plants meets all applicable federal and state standards, and accordingly all customers shall comply with all Rules and Regulations of the PVSC. Affected industrial users shall comply with the applicable standard(s) specified in 40 CFR 403, et seq.

These general prohibitions apply to all users whether or not the customer is subject to National Categorical Pretreatment Standards or any other Federal, State or Local Pretreatment Standards or Requirements.

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

- A. Explosive Wastes: Wastes in such quantity which may create a fire or explosion hazard to the KMUA facilities, collection system or to the operation of the system.
- B. Corrosive Wastes: Wastes in such quantity which will cause corrosion or deterioration of the KMUA facilities. Unless a higher limit is otherwise granted by the KMUA to a user, all wastes shall have a pH not less than 5. Unless otherwise authorized by the KMUA, all wastes shall have a pH not more than 10.5. Prohibited materials include, but are not limited to, acids, sulfides, concentrated chloride or fluoride compounds, etc.
- C. Solids or Viscous Wastes: Solids or viscous wastes in amounts which would cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the KMUA facilities. Prohibited materials include, but are not limited to, comminuted or uncomminuted garbage, bones, hides or fleshings, cinders, sand, stone or marble dust, glass, etc.
- D. Oil and Grease: (1) Any industrial wastes containing floatable fats, wax, grease or oils.

(2) Any industrial wastes containing more than 100 mg/l of petroleum based oil or grease.

- E. Noxious Materials: Noxious or malodorous solids, liquids, or gases, which in sufficient quantity either singly or by interaction with other wastes, are capable of creating a public nuisance or hazard to life, or are or may be sufficient to prevent entry into a sewer or other facilities for its operation, maintenance or repair.
- F. Radioactive Wastes: Radioactive wastes or isotopes of such half life or concentration that they do not comply with regulations or orders issued by the appropriate authority having control over their use and which will, or may, cause damage or hazards to the KMUA facilities or personnel operating the system.
- G. Interference: Any waste, including oxygen demanding wastes (BOD, etc.) or suspended solids or other material released in a discharge at a flow rate and/or pollutant concentration which causes or threatens to cause interference with the KMUA Facilities or is determined by KMUA to produce an interference.
- H. Excessive Discharge Rate: Industrial wastes discharges in a slug or such volume or strength so as to cause a treatment process upset and subsequent loss of treatment efficiency.
- I. Heat: Any discharge is excess of 150 °F (65 °C).
- J. Unpolluted Waters: Any unpolluted water including, but not limited to, cooling water and uncontaminated storm water, which will increase the hydraulic load on the KMUA facilities, except as approved by the KMUA.
- K. Ultra Hazardous Toxics: Those wastes designated by EPA, NJDEP or PVSC as sufficiently toxic that they shall not be discharged to the sanitary sewer in any concentrations.
- L. Total Suspended Solids: No user shall discharge a wastewater containing excess of 172 mg/l Total Suspended Solids without express written consent of the KMUA.
- M. No material or substance shall be discharged to the KMUA facilities which will adversely impact the operation of the facilities.
- N. Where any waste is deemed objectionable by the Authority, the Authority shall have the power to refuse the same, or to accept the waste into its system, upon the user installing and using a specific treatment system satisfactory to the Authority, before the Authority shall accept such waste into its system.

306. Grease, Oil, and Sand Interceptors

- A. Grease, oil and sand interceptors shall be provided when, in the opinion of the Authority, they are necessary for the proper handling of wastes containing grease or oil

in excessive amounts or any flammable wastes, sand and other harmful ingredients. All interceptors shall be of a type and capacity approved by the Authority and Local Health Officer and shall be located so as to be readily and easily accessible for cleaning and inspection.

- B. Where installed, all grease, oil and sand interceptors shall be maintained by the Owner, at his expense, in continuously efficient operation at all times.

307. Garbage Disposal Units Restricted

No garbage disposal unit or garbage grinding or chopping device shall be attached to any pipe, conduit or otherwise in a manner allowing sediment or residue from such unit or device to be discharged into the sewer system.

308. Preliminary Treatment Facilities

A pretreatment facility or device may be required by the KMUA to treat or monitor industrial wastes prior to discharge to the KMUA facilities. The KMUA may require specific pretreatment facilities to be installed by the user. Where pretreatment or construction necessary to control or monitor industrial wastes is required, detailed plans and specifications, process descriptions and other pertinent data or information relating to the pretreatment facility or device shall first be filed with the Authority. Such filing shall not exempt the user nor the facility from compliance with any applicable code, ordinance, rule, regulation or order of any governmental authority or from these Rules and Regulations. All proposed pretreatment facilities shall be submitted to the KMUA for approval.

No additions or changes to existing pre-treatment facilities shall be made without the approval of the Authority. Plans and specifications for all pre-treatment facilities, including those required under the Rules and Regulations of the PVSC, shall be submitted to the Authority for approval. All costs associated with the review of the pre-treatment facility, including but not limited to fees of the Authority Consulting Engineer shall be reimbursed to the Authority prior to the actual discharge or connection. All pre-treatment facilities are also subject to the review and approval by the NJDEP and the PVSC.

If inspection of pretreatment facilities and devices by authorized personnel of the KMUA reveals such systems are not installed or operating in conformance with the plans and procedures submitted to the KMUA or are not operating in compliance with the effluent limitations required by the KMUA, the user shall make those modifications necessary to meet those requirements. All pretreatment systems judged by the Authority to require engineering design shall have plans prepared and signed and sealed by a Professional Engineer of suitable discipline. If pretreatment or control of waste flows is required, such facilities shall be maintained in good working order and operated as efficiently as possible by the owner or operator at his own cost and expense, subject to the requirements of these Rules and Regulations and all other applicable codes, ordinances and laws.

The Authority may require any user to monitor their discharge and to submit the data to the

KMUA. These data shall become the property of the KMUA and shall be used for the purposes of determining the quality or quantity of material discharge, pretreatment requirements, determination of user fees or any other use the Authority deems appropriate.

309. Authority's Right of Revision

The Authority reserves the right to establish, by resolution or in sanitary sewer service permits or Service Agreements, more stringent standards or requirements on discharges to the Authority's wastewater transport system.

310. Dilution Prohibited

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Executive Director may impose mass limitations on users who are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

311. Sampling, Flow Measurement and Observation Facilities

- A. When Required: The owner of any non residential property serviced by the Authority meeting the following criteria shall install a suitable structure or manhole, together with such meters and other appurtenances in the building sewer as may be necessary to facilitate observation, sampling and measurement of the wastes when directed by the Authority.
1. All newly constructed facilities.
 2. Upon a change of use, tenant or ownership.
 3. All facilities having hazardous substances as defined by 40 CFR Part 261 on site in quantities greater than normal retail quantities and not packaged for consumer use with the exception of fuel oil used for heating purposes.
 4. Any facility which has on site non-hazardous substances in quantities which would have an adverse effect if discharged to the sanitary sewer system.
 5. Any facility which discharges industrial waste.

In any case where a building is subdivided for use by more than one user or where portions of a building although not physically subdivided are, in fact, utilized by more than one user, the Authority shall have the right at any time to require the installation of the aforesaid observation facilities as to each such user. Such structure shall be accessible safely located and constructed in accordance with plans approved by the Authority and these Regulations.

The structure shall be installed by the owner at his expense. The structure shall also be maintained by the owner at his expense so as to be safe, accessible and suitable for sampling and monitoring at all times. Maintenance shall include but not be limited to

maintaining water tight conditions, maintaining of manhole steps or ladders, maintaining structural integrity and removal of accumulated material from the ladder, manhole benching and channel. When material is removed, it shall be done in accordance with Section 107 of these Rules and Regulations.

- B. All measurements, tests and the characteristics of waters and wastes to which reference is made in these Regulations shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the Water Environment Federation; State Regulation or Federal Regulation as applicable. Sampling methods, location times, durations and frequencies may be determined on an individual basis by the Authority.

312. Performance and Maintenance Guarantees

- A. "Performance guarantee" and "maintenance guarantee" shall mean either cash, third party surety bonds from a reputable insurance company or third party letters of credit from a financial institution authorized by the State of New Jersey to issue such guarantees, in a form that is acceptable to the Authority upon review of its general counsel.
- B. Prior to the commencement of any construction of on-site or off-site facilities that either will be dedicated to the Authority or will remain as private property, the Applicant shall post with the Authority, or if so directed by the Authority assigned to the Town, a performance guarantee covering said on-site and off-site improvements and for the cost of producing As-Built drawings in accordance with Section 312, for all on-site and off-site facilities to be constructed. The amount to be posted under the performance guarantee shall be 120% of the estimated cost of the improvements to be constructed plus the estimated cost of producing As-Built drawings. The Authority shall approve the form of the Performance Guarantee before it shall be accepted.
- C. The Applicant may request a reduction in the performance guarantee posted if at least 50% of the improvements to be constructed under the performance guarantee are satisfactorily completed and tested in accordance with KMUA Rules, Regulations and Specifications and if the improvements, in the opinion of the Authority, are adequately protected from future damage due to continuing construction. The Authority may allow up to a maximum of a 75% reduction of the dollar value of the improvements that are satisfactorily completed, tested and protected.
- D. Maintenance guarantees shall be posted upon final acceptance of the improvement for a two-year period in an amount of 15% of the estimated cost of the improvements constructed. Final acceptance of the improvements constructed shall not occur until the date that the maintenance guarantee, in a form satisfactory to the Authority, shall be received by the Authority.

313. Construction of Facilities & As-Built Requirements

The Applicant shall construct and install, at no cost to the Authority, all off-site and all on-site sewerage systems and facilities, including Mains, force Mains, pumping stations and any related appurtenances which are necessary to provide service to the units for which Application for Service has been made. All construction shall be in accordance with the Rules, Regulations and Specifications of the Authority and the engineering plans submitted by the Applicant and approved by the Authority.

The Applicant shall be responsible for the prompt restoration of all property wherein any construction work has been conducted. When construction is performed within property not owned by the Applicant, such as the right-of-way lines of a public street, the same shall be restored and maintained in accordance with these Rules and Regulations and as directed by the Authority.

Applicants that request sanitary sewer service from the Authority that require an extension of the sewer system shall provide the KMUA with as-built drawings prepared in AutoCAD format consistent with the KMUA's Geographical Information System (GIS). The Applicant shall also furnish to the Authority one (1) reproducible copy and four (4) prints of the "As-Built" drawings of the sewer system and facilities, certified by the engineer for the Applicant. The As-Built utility information shall be furnished to the KMUA prior to release of final Performance Guarantee and shall be submitted in a form suitable for ready integration with the KMUA's existing GIS Document Management System.

The as-built drawings shall be mapped on topographic base mapping at the same scale and contour interval as the existing KMUA GIS mapping plans. The as-built plans shall be predicated upon the New Jersey State Plane NAD 83 and NAVD 88 Coordinate System. The as-built plans will be submitted in ArcView or AutoCad format, with the mapped features geo-referenced within the ArcView or AutoCad file. That is, when a feature is identified or listed in the file it will return the x,y coordinate within NAD83 coordinate system. Horizontal and vertical mapping accuracy shall be 1-inch equals 100-foot scale accuracy per the National Map Accuracy Standards. Where practical, the as-built utility location mapping shall be tied into the field control points for the Authority's GIS mapping.

As-built drawings are to be developed with separate layers for all utility and base map features. At a minimum, developers shall be required to locate and map the following as-built (not proposed) components of the sewer system extensions constructed under the approvals granted by the KMUA.

A. Sanitary Sewer System

1. Sanitary sewer pipes and appurtenances shall be mapped in their entirety.
2. All sanitary sewer manholes.
3. All patron lateral connections with cleanouts.
4. Projects requiring sewage pumping stations and force mains shall map those facilities into the GIS as-built drawings.
5. Force mains and appurtenances shall be mapped in their entirety and shall be based on actual field locations determined at a minimum of every 50 feet and at every change in direction.

6. All air release valves and valve boxes.
7. All curb boxes for lateral connections and lateral connections from the main to the curb box.

B. Service Connections and Background

1. Lot and block of each lot in subdivision
2. Post office address numbers
3. Property lines
4. Street names

As built mapping symbology, blocks, line types, etc. shall follow normal cartographic standards of appearance. As-built drawings shall overlap into undisturbed adjoining areas by at least 20-feet on all sides. As-built plans, as a minimum, are to portray the same level of features shown on the existing KMUA GIS mapping plans. As-built plans shall show all underground utilities as to size, type and invert.

314. Required Documentation and Insurance

The Applicant shall submit to the Authority the following documentation a minimum of two weeks prior to the start of construction and shall request written permission from the Authority to start construction.

- A. 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. A pre-construction meeting shall be held if required by the Authority.
- B. The applicant or contractor, unless expressly waived by the Authority, shall file with the Authority a performance guarantee satisfactory in accordance with Section 312.
- C. All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of the Kearny Municipal Utilities Authority; the Town of Kearny; County of Hudson; the Authority Consulting Engineer and their employees; and Engineer's consultants, all of whom shall be listed as additional insureds on such policies. Contractor waives all rights of subrogation against the Authority; Authority Consulting Engineer and all parties named as additional insureds in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as additional insureds.
- D. The Authority must be provided insurance certificates from the Applicant's contractor and all sub-contractors indicating the following minimum coverage and indemnification:
 1. Worker's Compensation and Employer's Liability Insurance - covering all of the Contractor's employees directly or indirectly engaged in the performance

of this Contract. This insurance shall comply with the statutory requirements of the State or States involved.

2. Commercial General Liability Insurance - with a limit of not less than \$2,000,000 combined single limit for bodily injury and property damage. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards and completed operations and products liability coverage. Blanket Contractual Liability Insurance must be included, to the extent covered by the standard form of Commercial General Liability policy in New Jersey (Broad Form with Blanket Contractual Liability Endorsement).
3. Comprehensive Automobile Liability Insurance - covering Contractor for claims arising from all owned, hired and non-owned vehicles with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage.
4. Umbrella Liability Insurance - providing coverage at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$5,000,000 combined single limit for bodily injury and property damage.
5. Policy Limits - specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.
6. Periods of Coverage - All policies required shall remain in full force and effect until the Contractor's Maintenance Guarantee has been released.
7. Certificates of the insurance required above must be filed with the Authority with a copy to the Authority's Consulting Engineer two (2) weeks before the start of construction. All Certificates of Insurance must provide for a minimum thirty (30) days prior written notice to the Authority of any policy cancellation, material change, or non-renewal.
8. Forms of Policies - all liability insurance shall be on an occurrence basis.
9. Subcontractors - shall be required by the Contractor to provide the following insurance:
 - a. Worker's Compensation and Employer's Liability Insurance - covering all of the subcontractor's employees directly or indirectly engaged in the construction. This insurance shall comply with the statutory requirements of the State or States involved and shall have an Employer's Liability Insurance limit of not less than \$500,000 for bodily injury by accident, \$500,000 for occupational disease and \$500,000 aggregate limit.
 - b. Commercial General Liability Insurance - with minimum limits of not less than \$1,000,000 aggregate for bodily injury and property damage. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement as well as coverage for explosion, collapse and underground (XCU) hazards, products liability

coverage, with Blanket Contractual Liability and Completed Operations Coverage.

- c. Comprehensive Automobile Liability Insurance - covering subcontractor for claims arising from all owned, hired and non-owned vehicles with limits of not less than \$1,000,000 aggregate for bodily injury and property damage.
 - d. Policy Limits - specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.
 - e. Periods of Coverage - All policies required under the Contract for subcontractors shall remain in full force and effect until the Contractor's Maintenance Bond has been released.
 - f. Certificates of the insurance required above must be filed with the Owner and the Engineer, in triplicate, before the subcontractor is permitted to start work. All Certificates of Insurance must provide for a minimum thirty (30) days prior written notice to the Owner of any policy cancellation, material change, or non-renewal.
10. The expiration date shall be listed for each policy, and certificates shall indicate that thirty (30) days written notice will be given to the Authority of expiration or cancellation of policies.

The Applicant and their Contractor shall not allow any subcontractor to commence work on his subcontract until all insurance required of the subcontractor has been so obtained and the proper Certificates of Insurance have been provided to the Authority and its Consulting Engineer.

Acceptance of the Contractor's insurance by the Authority shall not relieve or decrease the liability of the Contractor hereunder.

The applicant and their contractor 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, and must carry insurance for personal injury or property damage claims from employees, the public, or third parties and naming parties set forth in (C) above, as additional insured.

A representative of the Authority, or its Consulting Engineer, shall observe the construction of all sewer facilities to determine whether said construction is being constructed in accordance with these Rules and Regulations and the approved plans and specifications.

315. Construction Observation

No construction shall be started until such time as the Authority has granted permission therefore and notified the owner in writing. All copies of plans and specifications, as required by these Rules and Regulations, or otherwise requested by the Authority or the Authority's Consulting Engineer, shall be furnished by the Applicant at his cost and expense.

Prior to the start of construction, the Authority or their Consulting Engineer will assign a full time (unless otherwise desired by the Authority) observer and no work shall be started until

such observer is assigned to the project. Construction observation shall be conducted during construction and may include, but not be limited to, checking of line and grade of the sewer main, checking of materials, checking of joints, observation of backfilling methods, observation of pavement replacement and observation and reporting upon performance tests. Despite the presence of an observer during the construction period, the Applicant and his contractor is responsible for meeting all requirements of these Rules and Regulations in conformance with the plans and specifications approved by the Authority.

The applicant shall pay for the cost of all Authority Consulting Engineer services required by the project, including but not limited to, construction observation. Prior to the start of construction the applicant shall deposit with the Authority an amount, to be established by the Authority's Consulting Engineer, which shall be considered an estimate of inspection costs subject to revision upwards or downwards based on actual final costs for such observations. The Applicant shall also pay for the cost of any testing laboratory work ordered by the Authority or its observer 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.

No trench shall be backfilled until such time as the observer has checked the construction being undertaken and has authorized backfilling to proceed. In the same manner, any work that cannot be readily observed after construction or completion, including but not limited to, concrete reinforcement, pressure testing, etc., shall not be conducted without the authorization of the Authority's observer.

Notwithstanding anything contained in this section, in the event that an Application for Service is made for sewerage service for property which abuts existing sewer mains, and no permits are required from any state or federal agencies, the Authority reserves the right to provide a waiver of certain requirements of this section, including the payment of observation fees associated with the construction.

316. Certification of Completed Construction

The Authority's consulting engineer shall certify first to the Authority and, after Authority approval, to the NJDEP (if applicable), that the construction has been satisfactorily completed and is in accordance with the plans and specifications.

In order to prepare this certification, the applicant must satisfactorily complete the following:

- A. air test for leakage
- B. mandrel for pipe deflection
- C. television inspection (if required by the Authority)
- D. submittal of television video to the Authority
- E. submittal of televising company's written log and report to the Authority
- F. submittal of as-built plans and mylars or AutoCAD files or GIS Plans of as-builts
- G. satisfactory final inspection
- H. for pumping stations, full mechanical, duty and performance tests must be conducted on all equipment, and all operational and maintenance manuals and warranties must be

submitted to the Authority in triplicate.

- I. submittal of evidence that any property owners whose property is being provided with a stub has been consulted and agrees to the location of that stub.
- J. if construction has occurred within an easement, that property subject to the easement has been restored in a manner required by such easement agreement and satisfactory to the property owner of such property, and that all other conditions of the easement have been complied with.

Items A, B, C, G, and H must be performed in the presence of the Authority's Consulting Engineer.

317. Acceptance of Completed Construction

Unless otherwise waived in writing by the Authority, all sewerage system and facility extensions shall comply with this section. Following the successful completion of construction and testing of facilities, the Applicant shall request in writing that the Authority accept the systems and facilities and request a Permit for Sanitary Sewer Service (see Appendix C). The Authority's Consulting Engineer, or duly authorized representative of the Authority shall at that time, certify in writing to the Authority, with a copy to the Applicant, that the construction was completed in substantial conformance with approved plans and specifications with exceptions, if any, noted. The Applicant shall, at the time of the request, submit to the Authority any and all completed documents, which are necessary to:

- A. Dedicate to the Authority, all sewer systems and facilities including Mains, force Mains, pumping stations and any and all related appurtenances, which are located in the public right-of-way or in easement areas approved by the Authority. All of the above is to be conveyed to the Authority free and clear of all liens, encumbrances and debts. A Bill of Sale or comparable conveyance document shall be included for all items conveyed. A statement shall be included certifying that everything conveyed to the Authority has been paid for in full. The Owner shall provide a Corporate resolution authorizing conveyance to the Authority.
- B. Deed(s) (with warranties) at no cost to the Authority, extending all necessary titles or easements to lands necessary for the maintenance or operation of the sewerage systems and facilities, including, if required by the Authority, easements for extension of Mains to adjacent properties.
- C. The Owner's contractor shall post a two-year maintenance guarantee, in compliance with Section 312, to cover cost of repairs for any latent defects discovered during the two-year period; and
- D. Furnish to the Authority As- Built plans in accordance with the requirements detailed in Section 313, for the sewer system and facilities, certified by the engineer for the Applicant.

Upon the satisfactory completion and approval of construction and all of the requirements noted herein by the Authority, the Authority shall proceed to accept the systems and facilities so

constructed and shall accept and have recorded, wherever necessary, the dedications, deeds, easements, bonds and as-built drawings. All costs for recording of documents shall be paid by Applicant. The responsibility for all construction, maintenance and cost of operations prior to acceptance by the Authority shall be borne by the Applicant.

The Authority shall not accept any sewer facilities, which are not located in the public right-of-way or in a dedicated easement approved by the Authority, even if the facilities were bonded improvements included within the Application for Service. In this event, the Authority shall approve final construction, but shall not accept the facilities, and the facilities shall remain the private property of and shall be maintained by the Applicant.

Approximately eighteen months following the formal acceptance of the maintenance guarantee, the Authority shall have a final inspection made of the sewerage facilities and a report shall be prepared by its assigned representative outlining any deficiencies which must be corrected, or recommending release of the maintenance guarantee. The Applicant shall complete all repairs prior to the expiration of the two-year period, which shall be found necessary during the final inspection. 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 Guarantee.

318. Unauthorized Activation of a Connection

Removal of plugs or any other action or inaction which could allow the entrance of material into the sewer system shall be considered unauthorized activation of the connection. A penalty for unauthorized activation of a connection shall be assessed against the property owner, developer, contractor and/or other responsible party. The assessed amount shall be equal to the sum of the following:

- A. Any and all direct costs incurred by the Authority in connection with the unauthorized activation; plus
- B. Any and all indirect costs incurred by the Authority in connection with the unauthorized activation; plus
- C. Penalty amount, up to the maximum indicated:
 - 1. 1st offense: \$1,000.
 - 2. Each subsequent offence within one year of first offense: \$2,000.

Assessment of the above penalties shall not preclude the Authority from pursuing further legal remedies against the property owner, developed, contractor and/or any other person involved. Upon issuance of a notice of assessment of a penalty, all sanitary work shall cease until such time as the penalty is paid.

319. Disconnection of Service Due to Demolition

In situations where the Customer is proposing to demolish a building on property that is serviced by sewer, or the Customer is proposing to construct a New Service, the Customer shall physically disconnect the existing sewer connection. The sewer service shall be physically

disconnected at the sewer main. The Customer shall notify the Authority in writing at least 3 days in advance of scheduling the work. The Authority shall witness the physical disconnection performed by the Customer. Upon disconnection from the main, a letter will be provided to the Town of Kearny Building Department by the Authority prior to issuance of a demolition permit. If the demolition is for the purpose of building a new structure on the property and the sewer service line will be utilized for the new building, then the sewer service line need only be physically disconnected and capped a sufficient distance from the building to prevent damage to the sewer service line during the demolition process. The Authority's approval for utilization of a disconnected sewer service line shall be limited in duration as defined on a case by case basis in the applicant's Developer Agreement, but in no case shall be more than 2 years (24 months) from the date of physically disconnecting the existing sewer connection. If this process requires a road opening permit which is not available for whatever reason, the Customer will be required to submit an escrow deposit or other form of guarantee ensuring the proper disconnection of the sewer service line when the road opening permit is available.

400. Fees

- A. Place of Payment: Fees are payable at the office of the Authority, either in person or by mail.
- B. Billing: The Authority User Charge shall be for a 12 month period. Bills will be sent over to the Owner, at the tax billing address. Copies may be sent to the Tenant as a courtesy, if requested. The property Owner is ultimately responsible for timely payment of all fees. If there is a real estate transaction, the buyer and seller are each responsible for their respective pro-rata share of the Authority User Charge assessed for the 12 month period. If buyer does not negotiate at closing, buyer shall be responsible for any unpaid balance(s) due to the Authority.
- C. Check Reprocessing Fee: Upon receipt of notice of a check returned for non-payment for any reason, the Authority shall assess a Check Reprocessing Fee of \$20.00 or the maximum permitted by statute.
- D. Costs of Connection: All costs and expenses incidental to the installation and connection of the building sewer, including the Authority's connection fee, shall be borne by the Applicant for Sewer Service. The Applicant shall indemnify the Authority from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.
- E. Delinquent Service Charges & Collection: Pursuant to State Statute (N.J.S.A. 40:14B-41), 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 on the unpaid balance at the rate of one and one-half percent (1 ½%) per month or up to the maximum amount allowed by law until such service charge, and the interest thereon, shall be fully paid to the Authority. The Authority shall have all additional remedies for enforcement and collection.

- F. Any unpaid balance of any fees plus interest, attorney's fees and other costs of foreclosure thereon shall be a lien of the parcel of real property with respect to which service was rendered with the effect and pursuant to the procedures specified under N.J.S.A. 40:14B-42. The Authority shall give notice of delinquent charges on a periodic basis to the Town Tax Collector.
- G. 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.
- H. Any accounts remaining overdue for more than 1 year shall be subject to Tax Sale consistent with procedures of the Town of Kearny Tax Collector.

401. Basic Connection Fee

- A. Connection Fees shall be calculated based upon the Authority's estimate of sewer usage. Where applicable, the Authority shall use NJDEP Design Criteria for projecting wastewater flows under N.J.A.C. 7:14A-23.3 to establish the estimate of sewer usage. The number of EDU's shall be established by dividing the estimated usage by 300 gallons per day and rounding up to the next whole number. The Connection Fee shall be computed by multiplying the number of EDU's by the EDU charge as established periodically by KMUA.
- B. The applicant shall pay a one-time sewer Connection Fee for each EDU in an amount as established by the Sanitary Sewer User Charge Study in effect at the time prior to Completion and certification.
- C. In the event that there is a change in use of a Building Connection which includes either a change in the character or nature of usage or a change in the size of the facility which results in an increase in the nature or extent of the usage, the Authority may impose an additional Connection Fee to correspond with the amount of increased usage.
- D. The connection fee shall be due and payable at or before the time that the sanitary sewer service permit is issued by the Authority, the first temporary or permanent certificate of occupancy for any premises which will be served by the building connection is issued, and before any use be made thereof.
- E. 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.

402. Sanitary Sewer User Charge Study

- A. The Sanitary Sewer User Charge Study 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 Sanitary Sewer User Charge Study are divided between connection fees and user charges and are equitable and uniformly distributed among the users for the purposes of keeping such charges as low as possible and to insure financial stability and the most advantageous rates of interest.

- B. The Sanitary Sewer User Charge Study establishes user classes in order to bill customers most appropriately based upon the nature of user operations. Three user classes have been defined as follows:
 - 1. Class I Customers with billing based on municipal water utilities meters.
 - 2. Class II Customers with billing based on private water meters.
 - 3. Class III Customers with billing based on wastewater meters.
- C. User class status is subject to the review, approval and discretion of KMUA.
- D. Users may request to change user classification by petitioning the Authority in writing. The petition shall include at a minimum the following items.
 - 1. A Site Plan/Building Layout Diagram showing all water meter(s), wastewater meter(s), and sewer connections.
 - 2. In order to obtain Class II customer status, the customer shall supply the Authority with documentation of the installation of private water meters placed to allow measurement of those water uses which generate wastewater.
 - 3. In order to obtain Class III customer status, the customer shall supply the Authority with documentation of the installation of wastewater meters.
 - 4. In order to obtain Class II or Class III customer status, the customer shall supply a water balance report signed and sealed by a Professional Engineer. The report must confirm the calibration of the meters and include data for all water consumed including water used in product, general flow and wastewater discharge. The water balance report must show agreement within ten percent between the water consumption meter records and the water balance calculated with data from the private water meters.
 - 5. Class III customer status will be applied to customers which have significant wastewater generation that is not derived from the potable water system and/or has wastewater which has concentrations of pollutants which are not characteristic of the average wastewater as determined by KMUA. The customer shall be required to install flow metering and sampling facilities required to monitor the wastewater discharged to the KMUA system. These facilities shall be subject to approval and inspection by the KMUA.
 - 6. A change in user class shall become effective starting with the next KMUA fiscal year.

- E. KMUA representatives are authorized to monitor and inspect all meters utilized for the measurement of water for billing purposes.
- F. Fees shall be payable in advance in accordance with the Sanitary Sewer User Charge Study.
- G. The Sanitary Sewer User Charge Study may be amended from time to time by the Authority pursuant to the statute under which the authority is organized.
- H. KMUA Customers shall request that the water company obtain actual water meter readings at a minimum semi-annual frequency. In the event actual readings are not provided, KMUA shall rely upon the best information available, including but not limited to estimated or historical data.

403. Surcharges on Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS)
 Surcharge fees are assessed for monitored industries contributing higher concentrations of BOD and/or TSS than the average BOD and/or TSS concentration of the Town of Kearny wastewater and shall be paid in accordance with the Sanitary Sewer User Charge Study.

403. Funds Held in Escrow

Escrow fees shall be posted in advance by the Applicant with the Authority, and held in an escrow account. The Authority shall, from time to time, withdraw funds from this escrow account to reimburse itself for costs incurred by the KMUA for inspection, engineering review, legal review or for other services provided to Applicant by the KMUA. The amount which the Authority reimburses itself for the expenses of professional reviews and other services shall be the amount based upon the hourly rate then in effect with the Person or firm providing said service. In the event that the escrow fund is determined to be insufficient for required future work, depleted or in deficit, the Applicant shall post additional escrow funds with the Authority in an amount to be set by the Authority. The Applicant shall undertake no work on the project until additional escrow funds are deposited. The Applicant may request the return of any unused portion of the escrow funds at the completion or termination of construction and after the Authority has accepted all improvements, and after final release of all maintenance guarantees.

405. Disputed Bills

- A. Any Customer that disputes a service charge rendered by the Authority for sewer service shall bring the disputed bill to the attention of the Authority within 30 days of the issuance of the bill. Said dispute shall be presented to the Authority in writing, stating the exact portion of the service charge that is in dispute and the reasons why the service charge is in dispute.
- B. Upon receipt of a disputed service charge claim by a Customer, the Authority shall present a temporary estimated bill to the Customer, which shall be computed on the basis of the average usage during the preceding 12-month period or the usage during

the same period of time in the preceding year, whichever, in the estimation of the Authority, presents a more accurate estimate. The Customer shall pay the amount of the temporary estimated bill within the same time limits for payment of the original bill.

- C. The Authority shall investigate the bill dispute presented by the Customer and shall receive whatever supporting evidence the Customer may wish to present and shall determine whether the disputed bill is valid or is invalid in whole or in part. In the event that the Authority determines that any, or all of the disputed bill is due, and that amount exceeds the amount paid by the Customer under the temporary estimated bill, the difference shall be paid by the Customer within 14 days after notification is sent by the Authority. After said 14-day period, the bill shall be classified as delinquent and shall be processed as specified in Section 400.

500. Penalties for Violations

- A. In the event of any violation of the Rules and Regulations of this Authority or of any improper or unauthorized use of any portion of the sewer system by any Person or Customer, then the Person or Customer shall, in the discretion of the Authority, be assessed a penalty of a maximum of \$100.00 per day per EDU for each violation or improper or unauthorized use. The Person or Customer shall be given notice of the penalty imposed and be further given an opportunity to be heard. Each action constituting a violation or improper or unauthorized use, as well as each property affected by the violation or improper or unauthorized use, as well as each day that the violation or improper or unauthorized use exists, shall be counted as separate violations for the purposes of determining the penalty to be imposed.
- B. A hearing may be held before the Authority at which time the Person or Customer aggrieved or his attorney, may present evidence regarding either the violation or penalty imposed. The penalty, if any, that is imposed by the Authority after the hearing shall be paid within 15 days after the Person or Customer aggrieved receives written notice of the decision of the Authority.
- C. In the event that the penalty is not paid as required under the Rules and Regulations, then the Authority, in its discretion, may terminate all sewer services to the Person or Customer and may declare all agreements or contracts with the Person or Customer null and void and of no force and effect.
- D. The penalties imposed in this section shall be cumulative to the penalties described in other sections of these Rules and Regulations and to the other remedies afforded to the Authority by Statute.

Appendix A

Kearny Municipal Utilities Authority
39 Central Avenue
Kearny, New Jersey 07032
Tel (973) 465-5367 Fax (973) 465-5293

APPLICATION FOR SANITARY SEWER SERVICE

- (1) Applicant _____ Telephone _____ Fax _____
Address _____ E-Mail _____
- (2) Owner _____ Telephone _____ Fax _____
Address _____ E-Mail _____
Location of Property _____
Block No. _____ Lot (s) _____
- (4) Estimated Sewerage Flow (GPD) _____ (Attach Flow Estimate Calculation)
- (5) Proposed Use
- (A) Industrial _____ Office _____ Warehouse _____
Commercial _____ Other _____
Number of Floors _____ Total Floor Space (Sq. Ft.) _____
Office Floor Space (Sq. Ft.) _____ Warehouse Floor Space (Sq. Ft.) _____
Number of Employees _____ Number of Floor Drains _____
Types of Facilities (Kitchen/Cafeteria/Laboratory, etc.) _____
- (B) Restaurant _____ Institution _____
Type (Fast Food, Diner, Restaurant/Lounge, Other) _____
Seating Capacity _____ Number of Beds _____ Number of Employees _____
- (C) List other documents included with Application: _____

The undersigned certifies to the accuracy of the information provided and states that it understands and agrees to abide by the regulations, specifications and rate schedule of the Kearny Municipal Utilities Authority.

Property Owner/Application

Date

DO NOT WRITE BELOW THIS LINE – FOR AUTHORITY USE ONLY

Date Application Received: _____ Escrow Account No.: _____

Site Plan Review Deposit: \$ _____ (Minimum \$1,500.00) Connection Fee: \$ _____

Construction Inspection Deposit: \$ _____ (Minimum \$2,500.00)

Make Check Payable to "Kearny Municipal Utilities Authority"

Appendix B

Kearny Municipal Utilities Authority
39 Central Avenue
Kearny, New Jersey 07032
Tel (973) 465-5367 Fax (973) 465-5293

PERMIT FOR SANITARY SEWER CONSTRUCTION AND INSPECTION

In accordance with the Rules and Regulations of the Kearny Municipal Utilities Authority, Permit No. _____, to construct sewer facilities per approved plans, is hereby issued for the following activity:

Name of Project: _____
Address: _____
Block: _____ Lot(s): _____
Activity: () New Connection () Change in Use () Redevelopment () Other
Description: _____

Applicant/Owner/
Operator: _____ Telephone: _____ Fax: _____
Address: _____ E-Mail: _____

The Applicant/Owner/Operator is required to abide by the Rules, Regulations, Specifications and Rate Schedule of the Kearny Municipal Utilities Authority.

This permit is issued in accordance with the requirements of the Kearny Municipal Utilities Authority. It is not authorization to engage in the proposed activity unless such activity has been previously approved by the Municipality or other controlling agency.

Permit No: _____

Issuance Date: _____

Escrow Amount: _____

KEARNY MUNICIPAL UTILITIES AUTHORITY

Executive Director/Authorized Representative

Appendix C

Kearny Municipal Utilities Authority
39 Central Avenue
Kearny, New Jersey 07032
Tel (973) 465-5367 Fax (973) 465-5293

PERMIT FOR SANITARY SEWER SERVICE

In accordance with the Rules and Regulations of the Kearny Municipal Utilities Authority, Permit No. _____, to discharge an average daily flow of _____ gallons per day (GPD), is hereby issued for the following activity:

Name of Project: _____

Address: _____

Block: _____ Lot(s): _____

Activity: ☐ New Connection ☐ Change in Use ☐ Redevelopment ☐ Other

Description: _____

Applicant/Owner/
Operator: _____ Telephone: _____ Fax: _____

Address: _____ E-Mail: _____

The Applicant/Owner/Operator is required to abide by the Rules, Regulations, Specifications and Rate Schedule of the Kearny Municipal Utilities Authority.

This permit is issued in accordance with the requirements of the Kearny Municipal Utilities Authority. It is not authorization to engage in the proposed activity unless such activity has been previously approved by the Municipality or other controlling agency.

Permit No: _____

Issuance Date: _____

KEARNY MUNICIPAL UTILITIES AUTHORITY

Executive Director/Authorized Representative