

## **1.0 POLICY FOR PROVIDING UTILITY SERVICE**

It is the policy and intent of the Authority to provide potable water and sanitary sewer service to Applicants owning or occupying properties located in Jackson Township who have received approvals from the relevant Township Municipal Land Use Agencies consistent with applicable laws and sound utility management practices. Utility services must conform to Township Ordinances, Chapters #106, #128, and #136.

- ❖ Availability of utility services shall be determined through an application procedure enabling the Authority to review the needs of each owner and the capacity and availability of the Authority's facilities. Determination of available capacity and the processing and approval of applications for connection to the utility systems shall be within the sole discretion of the Authority.

In the event that extension or improvements of the Authority's water mains, sewer lines or related facilities are necessary to provide service to an applicant's property, it shall be the applicant's responsibility to make and pay all costs associated with the required extensions.

Tampering, illegal connections or theft of services are subject to a per diem penalty, in accordance with the current 'Schedule of Rates'.

## **2.0 BILLING**

The Authority reads meters and bills its customers for water and/or sewer on a quarterly basis, in accordance with the current Schedule of Rates.

Fire Lines and Hydrant charges will be billed on a quarterly basis, in accordance with the schedule of rates.

- ❖ Bills are due upon receipt. Acceptable forms of payment include check, cash, money order, Visa and MasterCard.
- ❖ Payments can be mailed to the Authority or dropped off at the Authority's internal payment window at 135 Manhattan Street, Jackson Township, NJ. The drive-thru window is available during business hours or customers may utilize a drop box located at the same address for after-hour payments. In the case where Visa and MasterCard are used, the payment can be phoned-in, directly to the Customer Service Department, mailed or made in person.
- ❖ Payments made by mail will be credited on the date it was received by the Authority.

If a bill remains unpaid for a period of twenty (20) days after presentation or delivery, it shall be classified as delinquent. If a bill remains unpaid ten (10) days after being classified as delinquent, service may be discontinued without further notice and a lien may be filed against the property. If service is discontinued, it will not be restored until all unpaid bills and all charges, including turn-off and turn-on charges are paid, or satisfactory payment arrangements are made.

In the case of disputed accounts involving the accuracy of a meter or meter reading or those involving payment for some other service as provided for in the current Schedule of Rates, withholding payment

shall not be an acceptable remedy. The Authority shall diligently respond to such disputes in a manner that brings about a resolution.

Upon written request from the customer, and in accordance with the current Schedule of Rates, a meter may be independently tested for accuracy. If, when tested the meter is found to be in error of two percent (2%) or more, the bill will be increased or decreased accordingly. The customer shall be responsible for the cost of testing a meter found to be within 2% accurate, in accordance with the Schedule of Rates.

## **2.1 MISCELLANEOUS FEES AND SERVICES**

The Authority may provide certain services at the request of a customer or as needed, to maintain the integrity of its utility system. These costs shall be borne by the customer at a fee authorized within the current Schedule of Rates.

Services may include, but are not limited to:

- ✓ Service shut-off and/or restoration;
- ✓ Meter Reading for transfer of ownership/tenant;
- ✓ Meter re-read;
- ✓ Meter testing;
- ✓ Repair or replacement of meters;
- ✓ Search service;
- ✓ Inspection of a service connection;
- ✓ Fire flow tests; or
- ✓ Other services and charges as authorized in the current Schedule of Rates.

## **3.0 NO ORAL AGREEMENTS**

No agent or employee of the MUA has the authorization to bind the Authority to any promise, agreement, or representation not provided for in these Rules and Regulations.

## **3.1 OMNIBUS PROVISIONS**

Notwithstanding anything expressed or implied in the Authority's Rules or Regulations to the contrary, the following shall apply:

- A. Indemnification / Hold Harmless: It is a condition of Authority review, approval, and service that all Applicants, Developers, and Customers shall indemnify and hold the Authority, its officers, employees, representatives, and agents harmless from and against any and all damage, injury, loss, liability, cost, legal expense, fines, penalties, surcharges and/or other expense of any nature whatsoever arising from or related to said party's acts and/or omissions and/or the acts and/or omissions of said party's officers, employees, contractors, assignees, representatives or agents.
- B. Reservation of Legal Rights, Remedies and Immunities: The Authority expressly reserves the right to pursue any and all available legal and/or equitable rights and/or remedies as same may be amended or supplemented hereafter. Similarly, the Authority reserves the ability to avail itself of all immunities and/or limitations on liability, which may be afforded at law or in equity as same may be amended or supplemented hereafter. Nothing expressed or implied in the Authority's

Rules and Regulations shall be construed to restrict, limit, waive, or abandon said reservation of rights, remedies and/or immunities in anyway.

- C. Sanctions: In the event that the Authority is assessed with fines, penalties, surcharges, civil administrative penalties or other sanctions arising from or related to the acts and/or omissions of Applicant(s), Developer(s) and/or Customers, the responsible party shall pay to the Authority a sum equal to 120 percent of any such assessment.
- D. Service Agreements: When deemed reasonably appropriate and/or necessary by the Authority, the terms and conditions of review, approval and/or service may be modified or expanded. Such terms and conditions shall be memorialized in a Service Agreement to be executed by all relevant parties, whereupon the obligations of the parties shall bind any and all successors, grantees and/or assigns and shall run with the land.
- E. Protection of Authority Property: Tampering with Authority property is strictly forbidden and may result in criminal as well as civil sanctions. In the event that non-compliance with Authority Rules and Regulations or other acts or omissions may result in harm to the Authority or its systems, the Authority reserves the right to take reasonable corrective measures and to assess the cost thereof to the responsible party.
- F. Liability of Property Owner: The property owner is ultimately responsible for payment of all Authority bills and satisfaction of all obligations owed to the Authority, notwithstanding any tenancy affecting or relating to the property. The Authority reserves the right to secure a municipal lien upon the property in the event of non-payment, provided that same shall be in addition to and not in lieu of other available remedies.

## **4.0 USE REGULATIONS**

The Authority shall operate and maintain a water supply and distribution system and a sanitary sewer collection and transmission system within the Township to service the customers of the Authority. The Authority shall abide by all Federal, State and local laws pertaining to the operation and maintenance of a public water and sewer system.

The Authority will maintain all utility facilities within public rights of ways, deeded easements to the Authority and Authority owned properties.

The customer shall be responsible for the construction of the water service line and/or sewer service lateral from the Authority's main to the building or home. All costs to construct the service line and/or lateral, surface restoration and permit fees will be made by the developer or homeowner.

### **4.1 WATER USE REGULATIONS**

The Authority will maintain or service the individual water service lines to the first shut-off valve (curb box) within the right of way. In the absence of curbs, the Authority's responsibility shall end at the edge of pavement and in no circumstance shall extend onto the property past the right of way line.

All connections, service laterals, service lines and fixtures furnished by the customer shall be maintained by the customer and kept in good working condition.

- ❖ Any leak or failure in the service shall be repaired immediately and problems with the water meter must be reported to the Authority as soon as it is found.
- ❖ Failure to repair a leak shall constitute grounds for shutting off the water service for willful waste of water.

The Authority shall in no event be responsible for maintaining any portion of the service line owned by the customer or for damage done by water. It is expressly understood and agreed that no claims will be made against the Authority or its employees for damage to life or property, by reason of service pipe break, water fixture, meter or appliance within the customer's premises, unless caused by the negligence of the Authority or its employees, nor for any damage due to the failure of the water supply for any cause beyond the Authority's control.

*Due to requests from Jackson Township Rate Payers, the Authority has researched water and sewer-line insurance companies. Customer Service can provide the name and phone number of those companies found to be reputable to any interested ratepayer. Since these are private companies, and not part of the Authority, all questions and billing for this service must be addressed directly to the private companies.*

Each water customer will have a meter installed by the Authority in a location and setting as specified by the Authority. It shall be in a heated protected area, free of clutter and accessible at all times upon adequate notice by the Authority and shall be properly protected and cared for by the customer.

- ❖ The Authority shall test the meter as it is deemed necessary and will repair or replace the meter free of charge as far as ordinary wear and tear are concerned. Repair or replacement of a damaged meter, resulting from freezing or external causes due to the negligence of the customer, shall be paid for by the customer at a cost established in the Authority's current Schedule of Rates.

When a customer makes an application for an irrigation meter, the Authority will install the water meter in a location and setting as specified by the Authority. Again, the Authority shall retain ownership of the meter itself and shall repair, replace or test the meter as it is deemed necessary.

- ❖ Under no circumstances will the Authority be responsible for plumbing modifications, well supply disconnections, remote wiring installation or any other construction necessary to meet the specifications for the irrigation meter installation.

Customers with both water and sewer services, who do not have a second irrigation meter, may apply for a temporary meter when filling their pool. The acceptable reasons for obtaining a temporary meter would be for a new pool or repairs to an existing one. The Authority does not issue water credits for topping off pools.

- ❖ The Authority does not permit any type of cross connection with a private well water supply or any other type of water supply not regulated by the Authority. Any customer with a private well supply must physically disconnect the two water sources. The Authority may inspect the physical disconnection at various times as it deems necessary.

The Authority reserves the right to require water use restrictions in times of drought or unusual demands. Failure to abide by the Authority's request to restrict water use may result in the service being shut off.

- ❖ The Authority shall maintain all fire hydrants, both public and private. No person may operate a fire hydrant except Authority personnel and Jackson Township Fire Department personnel.

Persons interested in utilizing a fire hydrant for obtaining water may do so by completing a hydrant permit at the Authority's offices and paying the appropriate fees indicated in the current Schedule of Rates. The Authority shall determine the available hydrants for construction use at the time of the permit application.

#### **4.1.1 IRRIGATION**

The Authority both recognizes the need and has regulatory obligations to conserve water. Accordingly, the Authority has adopted the following rules and regulations for existing customers and new developments.

- A. Existing Customers: The Authority is implementing the following conservation measures:
  1. Irrigation accounts may water no more than 3 days per week on a schedule approved by the Authority. Please note: this requirement will not apply to single-family homeowners with both potable and non-potable demands on a single service; and
  2. All other customers will have mandatory odd even watering in June through August.
- B. Developers: The Authority is not permitted by the NJDEP to serve new customers whose non-potable demand will be greater than 50% of their consumption. To satisfy this requirement and the Authority's system demands, the following requirements have been imposed:
  1. A non-potable irrigation plan will be required with the Tentative Application and will be accepted as part of Final Approval. The Developer should not anticipate satisfying the project's irrigation needs with potable water;
  2. Applicants with Tentative Approval must submit this plan prior to Final Approval being granted; and
  3. The Authority will not assume the non-potable irrigation system unless the terms of acceptance are included in a Developer's Agreement.

#### **4.2 SEWER USE REGULATIONS**

The Authority will maintain or service the individual sewer service lateral to the first clean out within the right of way. In the absence of curbs, the Authority's responsibility shall end at the edge of pavement, and in no circumstance shall extend onto the property past the right of way line.

- ❖ A service lateral shall not serve more than one property or account.

- ❖ No interior plumbing fixtures shall be connected to a gravity sewer lateral that has an elevation below the street manhole cover elevation.

The customer shall maintain and keep all connections, service laterals and fixtures furnished by them in good order. The customer shall immediately repair all leaks, blockages or failures of service lines.

The Authority shall in no way be responsible for maintaining any portion of the service lateral and assumes no responsibility for property damage, or personal injury or illness caused by sewage back-ups or for sewerage escaping into private service laterals or fixtures.

Under no circumstances shall floor drains from industrial waste, area drains, yard drains, downspouts, grease pits, air conditioning equipment, storm water inlets or drains from equipment be allowed to connect to the sewer system either directly or indirectly.

- ❖ When required by the Authority, grease, sand and/or oil trap specifications must be provided to the Authority for review and approval. They shall be installed and maintained by the customer.
- ❖ All food service establishments shall be required to install and maintain a grease trap and shall prepare and submit a written program of inspection and cleaning of the trap to the Authority.

The Authority may accept industrial waste provided the following criteria are met:

A. Industrial users shall conform to all regulations of The Ocean County Utilities Authority not specifically mentioned herein and available from the following:

OCEAN COUNTY UTILITIES AUTHORITY  
501 Hickory Lane  
P.O. Box P  
Bayville, NJ 08721

B. Industrial users shall make application to the Authority to discharge industrial waste. Such applications shall require the industrial user to provide information as to the quantity, nature, and quality of the waste. Industrial user shall also be required to bear all costs associated with chemical analysis and laboratory services, provide a point of access for the Authority to sample the waste stream, and provide and install a suitable device to constantly measure and record flow. Industrial user shall indemnify and hold the Authority harmless pursuant to Part II Section 10.0 (A) hereof and be subject to assessment pursuant to Part II Section 10.0 (C) hereof in the event of damage or sanctions arising from or related to waste discharged by industrial users into the Authority's collection system."

C. The Authority reserves the right to require pretreatment where the chemical characteristics of the waste make such treatment desirable or mandatory.