

SECTION III

RULES APPLICABLE TO BOTH

WATER AND SEWER SERVICE

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A. Availability

1. Availability of Service

a) It is the policy and intent of the WMUA to provide potable water and sanitary sewer service to applicants owning or occupying properties located in the WMUA's service area and who have received approvals from the relevant Municipal Land Use Agencies, consistent with applicable laws and sound utility management practices. In the event that an extension or improvement of the WMUA's water mains, sewer mains or facilities is necessary to provide service to an applicant, it shall be the applicant's obligation to pay for such extension(s) or improvements. From time to time the capacities of the WMUA water and/or sewer systems may be limited due to physical limitations, prohibiting additional connections until an increase in capacity has been approved and constructed or due to regulatory requirements, promulgated by Federal and/or State agencies. At such times applications for such connections will be postponed until the limitations or restraints have been removed. The determination of available capacity and the processing and approval of applications for connections shall be within the sole discretion of the WMUA.

2. Uniform Procedures

a) No application for water and/or sewer service shall be accepted by the WMUA until all previous charges, if any, have been paid, including any arrears, liens or other water and/or sewer charges on the property for which application has been made or any other property owned by the applicant.

b) Following review of the application for connection to the WMUA water and/or sewer systems, the WMUA may grant approval to connect to the system(s). Such approvals shall expire by their own terms within a period of no more than twelve (12) months and shall be subject to compliance with Federal and State Laws and Regulations governing such approvals. They shall not be binding on the WMUA in the event that a responsible regulatory

agency should impose restrictions on further connections to the WMUA system(s). The WMUA may specify a period shorter than twelve (12) months for connection and commencement of service or impose such other terms and conditions as it deems appropriate or desirable and in accordance with sound utility management practices.

B. Definitions

1. "Authority" shall mean the Willingboro Municipal Utilities Authority (WMUA).
2. "Applicant" is defined as party making application for water and/or sewer service for any property within a service area, whether the applicant be owner, tenant, or agent. The fact that application may be made by a tenant shall not, however, preclude the Authority from enforcing any liens for unpaid charges or any lawful claims against the owner and/or the property itself.
3. "Main" shall mean the Authority-owned water mains, sewer mains, force mains and appurtenances, in or along public highways and streets, or along privately owned right-of-way, used for the transmission or distribution of water or for the collection of domestic sewage or industrial wastes from its customers.
4. "Domestic sewage means wastewater from humans or household operations that is discharged to or otherwise enters a treatment works.
5. "Industrial wastes" shall mean all wastes other than those defined in paragraph 4 hereof. The determination of the Consulting Engineer for the Authority shall be conclusive with respect to whether or not a particular waste product is to be classified as domestic sewage or industrial waste for the purposes of these rules and regulations. It shall mean any liquid, gaseous or solid substances or a combination thereof resulting from any process of industry, manufacturing, trade or business or from the development or recovery of any natural resources.
6. "House" or "home" shall mean a single-family dwelling unit receiving services from the Authority. The Authority reserves the right in applying this definition to rate schedules to include within that definition any ordinary commercial facility and any governmental or institutional facility in accordance with the references made to the latter facilities in the System Agreement between the Authority and Levitt and Sons, Inc.
7. "BOD" (Biochemical Oxygen Demand) shall mean the laboratory determination of the quantity of oxygen utilized in the biochemical oxidation of organic matter in a given time and at a specified temperature. It is expressed in parts per million (ppm) or (mg./liter) of oxygen used in a period of five days at 20C.
8. "Chlorine Demand" shall mean the amount of chlorine expressed in milligrams per liter which will complete the normal reactions with all chemicals and materials in the waste leaving an excess of 0.1 milligrams per liter after thirty minutes contact time at room temperature.

9. "Garbage" shall mean solid wastes from the preparation, cooking or a combination thereof resulting from any process of industry, manufacturing, trade or business or from the development or recovery of any natural resources.

10. "Laboratory Determination" shall mean the measurement, test and analysis of the characteristics of waters and wastes in accordance with the methods contained in the latest edition at the time of any such measurement, test or analysis, of "Standard Methods for Examination of Water and Sewage", a joint publication of the American Public Health Association, the American Water Works Association and the Water Environmental Federation.

11. "Normal Sewage" shall be regarded as "normal" by the Authority if analyses show not more than the following:

- a) BOD: 1,667 pounds per million gallons (200 part per million) or less
- b) Chlorine Demand: 167 pounds per million gallons (20 parts per million) or less
- c) Ether Soluble Materials: 417 pounds per million gallons (50 parts per million) or less
- d) pH: Not less than 5.5 nor more than 9.0.
- e) Suspended Solids: 2083 pounds per million gallons (250 parts per million) or less

12. "Other Wastes" shall mean garbage, decayed wood, sawdust, shaving, bark, sand, lime, cinders, ashes, and all other discarded matter not classified as sewage or industrial waste.

13. "pH" shall mean the logarithm of the reciprocal of the hydrogen concentration. It indicates the intensity scale of acidity and alkalinity expressed items of pH scale running from 0 to 14. A pH value of 7.0 the midpoint of the scale represent neutrality and values above 7.0 indicate alkalinity and below 7.0 acidity.

14. "Sewage" shall mean the water-carried wastes from residences, building, industrial establishments or other places, together with such ground water infiltration and surface water as may be present.

15. "Sewer System" shall mean the sewer mains, manholes, intercepting sewer, trunk sewer, force mains, sewer pumping stations, sewage treatments plants and disposal works and any other plants, works or equipment and accessories which are used in connection with the collection, treatment and disposal of sewage and wastes which are owned, operated or maintained by the Authority as part of the public sewer system.

16. "Suspended Solids" shall mean the laboratory determination of the dry weight, expressed in parts per million (ppm.) or (mg./liter), of solids that either float on the surface or are in suspension in sewage and waste and which can be removed by filtration.

17. "Toxic Substances" shall mean any substance whether gaseous, liquid or solid, which when discharged to the sewer system in sufficient quantities; may tend to interfere with the sewage treatment process; to constitute a hazard to human beings or animals; to inhibit aquatic life or create a hazard to recreation or health in the receiving waters of the effluent from the sewage treatment plant.

C. Application for Service

1. Written Application by Owner, Tenant or Agent

a) The application for any utility service connection must be made in writing upon forms provided by the Authority (Appendix B, C and D) and submitted to a duly designated and duly authorized representative of the Authority. The aforesaid forms will be furnished upon request by all duly authorized Authority personnel.

b) The accepted application shall constitute a contract between the Authority and the customer, obliging the customer to pay to the Authority its rates as established from time to time, and to comply with its rules and regulations. The Authority likewise, where the customer is a party other than the owner of the premises, reserves its legal right to assert all remedies against the owner of the premises, as well as the customer.

c) Applications for service connections will be accepted where there are existing mains in streets or rights-of-way abutting the premises to be served, and where such facilities are capable of permitting service to the applicant without endangering the continued orderly operation of the other facilities of the Authority. The Authority reserves the right to reject any application if the same will interfere in any way with proper operations of its systems or with the integrity of its facilities.

d) When a prospective customer has made application for a new service, or has applied for the reinstatement of an existing service, it is assumed that the piping and fixtures on the applicant's premises are in good condition, and the Authority will not be liable in any event, for any accident, breaks, or leakage arising in any way in connection with the supply of water or failure to supply same, or the freezing of water pipes or fixtures of the customer, nor for any damage to the property which may result from the usage of water supplied to the premises.

e) A new application must be made and approved upon any change in ownership of the property when the owner is the customer, or in any tenancy where the tenant is the customer, or in the service, as described in the application, and the Authority shall have the right, upon five days notice, to discontinue the water supply until such new application has been made and approved.

f) Industrial and commercial establishments, making application for water and/or sanitary sewer service in addition to making written application for such services, shall furnish a detailed description of the type and size of buildings, the nature of the business to be conducted in each structure, the number and type of fixtures to be served, the type, the volume and chemical characteristics of the waste to be discharged. Such applicants shall also furnish the Authority four copies of plans showing:

- (1) The boundaries of the property
- (2) The location within the property of the structures served.
- (3) The location and profile, with respect to finished grade, of the services.

(4) Details of the proposed connections to the water and sewer systems, and arrangements and details of meter installations.

h) The aforesaid material will be reviewed by the Authority and its professional consultants and a determination with respect to the acceptance of the application will be forthcoming. Furnishing of this material in no way obligates the Authority to thereafter accept the application.

2. Renewal of Service

Where a request is made for renewal of service, the Authority will attempt to effectuate renewal as soon as possible, but assumes no obligation to renew service until the expiration of a period of two (2) working days after application is submitted for a renewal.

D. Deposits

1. General

a) Deposits may be required from customers taking service for a period of less than thirty days, in an amount equal to the estimated gross bill for such temporary period, plus the cost of making and discontinuing such service. Deposits may be required from any other customer who becomes repeatedly delinquent, provided that in no instance, will deposits be required in excess of the estimated gross bill for any single billing period, plus one month, with a minimum of \$54.00.

b) No interest will be paid on deposits

c) Any customer having paid a deposit shall pay bills for water and sewer service as rendered, in accordance with the rules of the Authority, and the deposit shall not be considered as payment on account of a bill during the time the customer is receiving service.

d) Deposits shall be returned to the depositor when he shall have paid undisputed bills for service for a period of twelve consecutive months; and any customer having secured the return of a

deposit will not be required to make a new deposit, unless the service has been discontinued and the customer's credit standing impaired through failure to comply with the Authority's Rules.

E. Discontinuation of Service

1. By Customer

All agreements covering water supply and/or sewer service shall continue in full force and effect, unless and until the Authority receives written notice of a desire to terminate the contract at least thirty days prior to the requested termination date. The Authority will, where possible, effect a termination promptly upon receipt of a written request for the same, consistent with orderly operation of the system and proper use of Authority personnel.

2. By Authority

Service may be discontinued for the following reasons:

- a) Misrepresentation in application.
- b) Willful waste of water through improper or imperfect pipes fixtures, or otherwise.
- c) Failure to comply with restrictions imposed under Section E.5. of these rules.
- d) Use of water for any property or purpose other than that described in the application.
- e) Tampering with any service pipe, meter, curb stop, or any other property, facility or equipment owned by the Authority.
- f) Vacancy
- g) Neglecting to make or renew deposits, or for non-payment of any charge accruing under the application.
- h) Refusal of reasonable access to the property for purposes of inspecting or for reading, repairing, or removing meters.
- i) Making, or refusing to sever, any cross connection between a pipe or fixture carrying water furnished by the Authority, and a pipe or fixture carrying water from any other source.
- j) Tendering a check in payment which is subsequently dishonored.

k) Violation of any rules of the Authority.

3. Turn Off Without Authority

Neither the customer nor his agent shall turn the water on or off at any corporation stop, curb stop, or meter valve; or disconnect or remove the meter, or permit its disconnection or removal, without the written consent of the Authority.

4. Due to Emergency

As necessity may arise in the event of breakdown, emergency, or for any other unavoidable cause, the Authority shall have the right to cut off the water supply temporarily, in order to make necessary repairs, connections, etc., but the Authority will use all reasonable and practical measures to notify the customer of such discontinuance of service. In such case, the Authority shall not be liable for any damage or inconvenience experienced by the customer; or any claim against it at any time for interruption of service, lessening of the supply, inadequate pressure, poor quality of water, or for any causes beyond its control. When the supply of water is to be temporarily interrupted, notice will be given, when practicable, to all customers affected by the temporary interruption of service, stating the probable duration of the interruption, and also the purpose of the interruption.

5. Medical Emergencies

Water service will not be discontinued for any of the reasons listed in paragraph 2 above when life sustaining medical equipment is known to be in use or when a medical emergency is known to exist at the premises. Discontinuation will be postponed for a period, not to exceed thirty (30) days if the customer provides a certificate from a physician or public health agency stating that discontinuation of water service will aggravate a serious medical condition of the customer or any permanent resident of the premises. This certificate must identify in detail the medical emergency, specifying the period of time during which discontinuation of service is likely to aggravate the circumstances.

6. Reserve Supply

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

b) It is agreed by the parties receiving public fire services, private fire service, or any other service, that the Authority does not assume any liability as insurer of property or person, and the Authority does not guarantee any special service, pressure, capacity, or facility, other than is permitted by the ordinary and changing operating conditions of the Authority, as the same exists from day to day. It is agreed, by the parties receiving service, that the Authority shall be free and exempt from any and all

claims for injury to any persons or property by reason of fire, water, failure to supply water pressure or capacity.

F. Bills and Payments

1. Place of Payment

All bills rendered by the Authority are payable at any office of the Authority or any duly designated agency of the Authority. The address of the Authority offices and all duly authorized agencies shall be noted on Authority bills and posted at the central office of the Authority. It is the responsibility of the Customer tendering payments to tender the same at a properly designated office or agency of the Authority.

2. Method of Payment

- a. All bills rendered by the Authority are payable in cash, or by check or money order. Checks or Money Orders must be made payable to the Willingboro Municipal Utilities Authority (WMUA). Third party or payroll checks will not be accepted under any circumstances.
- b. Bills are also payable on-line using credit/debit cards. On-line payment information may be obtained on the Authority's web site, www.wmua.info.

3. Bills Rendered and Due

Regular meter readings will be made quarterly and bills will be rendered as soon as practicable after the reading of the respective meters. A quarter will be interpreted to mean a period of approximately ninety days, which shall not be less than eighty-five days, but which may not exceed ninety-five days. When conditions make it impossible to read meters on schedule, the Executive Director may at his discretion send out a minimum water and sewer bill with an explanation to the affected customers. In the latter case, adjustments will be made to bill minimum charges in the billings for the next quarter during which conditions permit the Authority personnel to read the meters. When circumstances make necessary the determination of the amount due the Authority for a period less than eighty-five days, the Authority reserves the right to prorate the charges, whether quarterly minimum or flat rate, under appropriate rate schedules. In the case of bills for private fire service, bills will be rendered on or about the first days of January, April, July, and October. All bills are due and payable on presentation or delivery.

4. Registration Conclusive:

The quantity recorded by the meter shall be conclusive for both the customer and the Authority except when the meter has been found to be registering inaccurately, or has ceased to register. In such cases, the quantity may be determined by the average registration of the meter when in proper working order or by utilizing consumption of said customer for the corresponding quarter of the previous year.

5. Disputed Account

- a) In the event of a disputed account involving the accuracy of a meter, such meter will be tested upon the request of the customer, in conformity with the provisions of these Rules and Regulations. If when so tested, the meter is found to have an error in registration of four percent or more, the bills will be increased or decreased accordingly.
- b) When a meter is removed, after installation, at the request of the customer, for testing, the following rules shall apply:
 - (1) The Authority shall, upon a written request of a customer, and if he so desires, in his presence or that of his authorize representative, arrange for a test of the accuracy of this meter by a testing facility certified by the State of New Jersey.
 - (2) When a customer desires, whether personally or through a representative, he may require the meter to be sealed in his presence before removal which seal shall not be broken until the test is made in his presence.
- c) If the meter so tested shall be found to be accurate within the limits herein specified, a fee determined from the schedule indicated below, shall be paid to the Authority by the customer requiring such test; but if not so found, then the cost thereof shall borne by the Authority. When making such request, the customer shall agree to the basis of payment herein specified.
- d) A report of such test shall be made to the customer and a complete record of such test shall be kept by the Authority. The amount of the fee shall be, in accordance with Schedule VIII, for each water service meter having an outlet not exceeding one inch. For other water service meters having an outlet not exceeding two inches, the test fee shall be an additional \$7.50 per meter, and for meters larger than two inches, the charge shall be an additional \$4.00 per inch diameter. Fees are non-refundable and non-transferable.

6. Delinquent Bills: Amended 6/15/10, deleted is in [], new is in *italics*

If a bill for any service furnished by the Authority remains unpaid for a period of thirty (30) days after the billing date on said bill, it shall be classed as delinquent. The Authority reserves the right to require payment of delinquent bills in cash, money order or certified check only. Payments will be credited upon date of receipt in the office of the Authority. If a bill remains unpaid after being classified as delinquent, service may be discontinued at any time after having given not less than five (5) days written notice. An interest charge of one and one-half per cent (1.5%) per month will be added to all delinquent bills, the one-month period commencing on the billing date of said bill. If service is discontinued by reason of delinquency, it will not be restored until all unpaid bills, interest charges and all charges, including the turn-on charge are paid, or arrangements for payment which are satisfactory to the Authority are made. If service is discontinued, there shall be a charge[of \$15.00] *in accordance with Section II, Schedule VII Miscellaneous Fees For Special Services* for restoring service which charge shall be added to all unpaid

outstanding charges and which must be paid prior to restoration of service fees must be paid in cash, money order, or certified check.

7 Extensions of Time For Payment

A customer requesting an extension of time for payment of any bill rendered by the Authority shall make written application to the Executive Director of the Authority, or the Executive Director's designee, who may grant an extension in such instances as may be deemed proper. An extension of time that extends beyond the next billing date shall not be granted without the prior approval of the Authority acting at a regularly scheduled meeting.

8. Abatement *Amended 6/15/10, deleted is in [], new is in italics*

[Abatements due to vacancies shall be available only to owners of the property in question. Owners desiring abatement from water bills due to vacancies shall make written request for the same at the office of the Authority, which request shall state in writing that the Owner desires water service to be shut off and the water meter removed. The Authority will not grant any request for abatement without removal of the meter. There shall be a service charge of \$25.00 for effecting a requested abatement. No adjustment shall be made in any bill for excess usage due to leaks, damaged fixtures, or for any other defect in facilities or appurtenances not within the complete and exclusive control of the Authority]

DELETED IN ITS ENTIRETY.

9. Liens

a) It shall be the policy of this Authority to collect all outstanding delinquent charges and to file, in the case of those delinquencies not readily collectible by ordinary means, property liens as provided by applicable law. Outstanding delinquent charges shall be classified as non-collectable by ordinary means, when an outstanding balance remains on the account before the beginning of the next regularly scheduled billing period.

b) The Executive Director shall, with the aid of the Authority solicitor, take the necessary steps to file liens against the properties in question. At the time that a lien is placed on the property, the water meter will be removed. Service will not be restored until the lien and all additional charges including, but not limited to meter removal and replacement charges as shown in Schedule VII are paid in full.

10. Meter Reading & Transfer Certificates

a) There shall be a fee as established in Schedule VII payable in advance for any Meter Reading and Transfer Fee certificate and the request for said meter reading and transfer shall be made at least forty-eight hours in advance of the date on which the party requesting it desires to utilize it.

b) There shall be an administrative fee, as established in Schedule VII, for any utility search, and the request for said search shall be made at least forty-eight hours in advance of

the date on which the party requesting the same, desires to utilize it. This administrative fee will be charged to the buyer of a resale property. Water/sewer charges may be verbally given to the Title Company or other responsible persons.

c) The WMUA reserves the right to escrow money in amounts up to \$1,000 (more for commercial properties), for final bills that are verbally rendered at the settlement table if the WMUA was unable to gain access to the property for a final reading prior to settlement.

11. Returned Checks

There shall be a fee as established in Schedule VII payable in cash, for processing customer checks returned by the bank for any reason. Water service shall be terminated if the account was mailed a shut off notice by the WMUA. Water service shall not be restored until the check has been reimbursed and all fees have been paid during normal working hours at the Authority office.

12. Shut-off Procedures.

If a bill continues to remain unpaid for a period of 30 days after it has been rendered delinquent, the WMUA will mail the customer a shut-off notice, indicating a date that action will be taken to discontinue service. The account must be paid in full by said date with no further extensions rendered. If full payment has not been received in the WMUA office on that date the service will be terminated without further notice. If an "irrigation" account remains unpaid, the primary service will be terminated until said bill is paid in full.

13. Sheriff Sales

For any property acquired by a Sheriff Sale that has an outstanding water and sewer bill, the new owner of said property will be responsible for payment of said bill. It will be up to the new owner to try to collect past due monies from the previous owner.

14. Restoration of Service

After service has been discontinued as a result of delinquent water and/or sewer service charges or checks returned by the bank as un-collectable, service will be restored only on the following conditions:

a. That payment in full be received by the WMUA of all outstanding charges in cash, certified check or money order;

b. That the service charge, outlined in Schedule VII for restoring service after shut-off for a delinquent account, be paid prior to restoring service, during regular business hours of the WMUA;

c. Service will only be restored Monday through Friday, 9:00 a.m. to 4:00 p.m. In the event of an emergency and at the discretion of the WMUA, there will be added charges if the WMUA agrees to restore service after normal working hours.

d. Customers who are chronically on a shut-off list may be mandatorily put on a monthly payment plan. If plan is not adhered to, said customer's service will be subject to termination within five (5) days of the monthly due date without further notice.

15. Landlord - Tenant Relationship and/or Obligation

a. It is the responsibility of the applicant/owner of the premises, connected to the WMUA water and/or sewer systems, to pay for any outstanding charges incurred for services provided by the WMUA to those premises.

b. In cases where the customer of the WMUA is a person or party other than the owner of the property, and should such customer vacate the premises and fail to pay any outstanding service charges, such charges shall be paid by the owner of the property before service is continued to the property. The WMUA reserves the right to recover those charges. The WMUA will not be a party to tenant/landlord disputes.

c. In cases where a landlord-tenant relationship exists at residential premises served by the WMUA of which the WMUA is fully informed, the WMUA may also, at its discretion, mail bills to the owner if owner's address is on file with the WMUA.

G. Water and/or Sewer Main Extensions

1. The provisions of these rules dealing with main extensions apply to all extensions of Authority facilities.

2. Any person who desires to obtain any Utility service from the Authority in an area in which the Authority does not have existing service mains or facilities shall, as a condition precedent to his application being approved, provide for construction of the facilities necessary to provide the requested service in accordance with these rules and regulations.

3. With respect to any such extension of facilities, the Authority shall have the sole and exclusive right to specify the size, type, composition and quality of the facilities as well as their location and depth. The facilities shall likewise be constructed in accordance with plans and specifications which have been approved by the Authority Consulting Engineer, and shall be subject to his final inspection and approval during the course of construction and at the completion thereof.

4. For facilities constructed, installed or otherwise connected with the Authority's system pursuant to the provisions hereof, the Authority shall have the exclusive right to decide whether the said facilities shall become the property of the Authority or shall be

considered to be privately owned. Sewer laterals running from the property of existing customers to Authority mains shall be considered to be privately owned.

5. Any and all contracts let or entered into for the construction of any such extensions of facilities of, or facilities to be connected with those of the Authority, shall be made and executed by the Authority and in its name. The applicant requesting these extensions shall provide the Authority engineer with his request and such supporting engineering plans and data as the Consulting Engineer may request. Thereafter, the Consulting Engineer will submit to the Authority and to the applicant his estimated cost for the project in question. The applicant shall then be required to deposit with the Authority a certified check in an amount equal to the estimated cost established by the Authority Consulting Engineer for the contemplated project. Upon receipt of that deposit, the Authority will through its professional consultants prepare necessary materials to submit contemplated project for bids. Bids will be solicited for the contemplated project and presented to the Authority.

6. The Authority shall award the contract for the contemplated project to the lowest responsible bidder whose bid meets the specification. Funds deposited with the Authority in excess of the bid price shall be retained by the Authority until all disbursements are made in connection with the project, and any excess upon completion and final acceptance of the project shall be returned to the applicant. If the bid price exceeds the estimated cost the applicant shall forthwith provide the Authority with a certified check for the difference between the two figures.

7. The Authority agrees that it will not accept any bid for any contemplated project which exceeds the estimated cost thereof by more than ten percent (10%)

8. In addition to the actual construction cost, the Consulting Engineer's estimate of cost for any such project shall include engineering fees, inspection fees, legal fees and any other expenses of the Authority which may reasonably be contemplated in connection with the project, as well as, but not limited to, the cost of any necessary easements or rights-of-way. All facilities so constructed pursuant to any application for a main extension shall, upon completion and final acceptance of the project, become and remain the sole and exclusive property of this Authority, and said facilities may be utilized by the Authority in its future operations in any manner that it so desires. If, in the future, additional customers utilize those facilities to connect to the Authority system, the original applicant shall not be entitled to any reimbursement whatsoever.

9. The provisions dealing with main extensions as previously set forth are likewise applicable to extensions for fire hydrant service, private fire protection service, or any other temporary service.

10. All main extensions constructed pursuant to these Rules and Regulations shall carry with them a two-year guarantee against all defects in materials and workmanship, which guarantee shall run from the contractor to the Authority and shall be in such form and accompanied by such security as the Authority deems acceptable.

11. Any application for main or facility extensions, to serve a new subdivision, housing project, industrial development, or other organized service district may proceed in accordance with the aforesaid rules governing main extensions generally or may be the subject of a private contract between the Authority and the proposed developer.

H. General

1. Complaints

Complaints with respect to the character of the service furnished, or the reading of the meters, or of the bills rendered, must be made at the Authority's office in writing, and a record of such complaint will be kept by the Authority, noting the name and address of the complainant, the date, the nature of the complaint, and the remedy.

2. Reasonable Access

The properly identified authorized agents of the Authority shall have the right of access to the premises served, at all reasonable hours, for the purpose of reading meters, examining fixtures and pipes, observing the manner of using water, and for any other purpose which is proper and necessary in the conduct of the Authority's business.

3. Oral Agreements

No agent or employee of the Authority has authorization to bind it by any promise, agreement or representation not provide for in these rules.

4. Single Service: Water Only

In instances where owners of existing properties make application for and are furnished only water service, all rules applicable to furnishing water service must be complied with, and the charge for such service shall be described in Schedule II.

5. Single Service: Sewer Only

In instances where owners of existing properties make application for and are furnished only sewer service, all rules applicable to furnishing sewer service must be complied with, and the charge for such service shall be as described in Schedule II.

6. Damage Claims

(a) The Authority is not responsible for any claims relating to damages to persons or property unless the same results from negligence of the Authority or its employees.

(b) All consumers having boilers upon their premises, depending upon the pressure of the water in the Authority's pipes to keep them supplied, are cautioned against danger of collapse, and all such damage must be borne exclusively by the consumer.

(c) No water will be furnished to any premises where any possibility exists of the mingling of the water furnished by the Authority, with water from any other source. Nor will the Authority permit its mains or service pipes to be connected in any way to any piping tank, vat, or other apparatus containing liquids, chemicals, or any other matter which may flow back into the Authority's service pipes or mains, and consequently endanger the water supply.

7. Meter Size

With respect to a customer's receiving service at a single family residential property, who has his meter size increased from 5/8 inches for the purpose of installing a lawn sprinkling system, or other similar item, he will be required to bear the expense of the purchase and installation of the new meter, which will upon installation become Authority property which must be of the type specified and approved by the Authority. Said customer shall, however, continue to be billed thereafter in accordance with the same rates prevailing for 5/8 inch meters.

8. Control and Responsibility

The Authority exercises control over and assumes responsibility for only that portion of utility service facilities encompassing treatment facilities, mains and main extensions to the property line of its respective customers. With respect to water service facilities the aforesaid control and responsibility extends up to the curb stop, except for single residential services where such control and responsibility extends up to, and is inclusive of, the water meter. All other facilities not mentioned above are the responsibility of the customer and the customer, both in the construction and installation of the same, is personally responsible for compliance with existing township regulations, codes and ordinances.

9. Obstruction of Easements

a) The effective operation of the Authority requires that its facilities be freely accessible at all times and that its easements therefore remain free from any obstruction not necessarily incident to the actual operation of the utility systems. The Authority therefore prohibits the placing of any obstruction of any kinds, on, above, or below any easement which it holds regardless of whether that structure shall be considered temporary or permanent, as long as the same might either directly or indirectly impede, restrict or interfere in any way with access to any Authority property.

b) This prohibition is all-inclusive and shall be subject to modification or suspension only by formal action of this Authority taken by a majority of the members thereof present and voting at a regularly called meeting of the Authority.

I. Initiation of Service

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

1. Prior to excavating with any mechanical device, customers or their agent, must have the utilities marked out. Water and sewer mains can be marked out by calling 1-800-272-1000.
2. If an emergency request is made and WMUA personnel determine it is, in fact, not an emergency, a one-time charge of \$100.00 will be levied. Anyone caught digging or damaging WMUA property without proper application and approval will be fined a minimum of \$100.00 and a minimum of \$500.00 for damages to WMUA equipment.
3. Any connection(s) to the main(s) of the WMUA must be made in a manner acceptable to the WMUA and be inspected by the authorized representative of the WMUA.
4. Maps indicating the location of water service lines, sewer laterals, curb stops, valves, etc., which service each unit, must be supplied to the WMUA.
5. Installations of service lines and laterals must conform to State and local laws, codes and/or ordinances and must be inspected and certified by the Willingboro Township Plumbing Inspector.
6. For water service, the location of the meter and related meter equipment on the premises must meet the specified requirements of the WMUA and must be approved by the authorized representative of the WMUA.
7. In cases where main extensions are to be connected to the water and/or sewer system(s) of the WMUA, the engineer and/or the authorized representative of the WMUA will determine the extent of testing required to assure the safe, clean and sound construction and condition of the main extension(s), before acceptance by the WMUA and before service will be initiated. Such testing may include, but is not limited to, pressure and infiltration tests, CCTV inspection, bacteriological testing, etc. All test results shall be submitted to and approved by the WMUA prior to operation.
8. Upon supplying service to a property, either new or reinstatement of prior service, it will be the responsibility of the customer to insure that the piping and fixtures on their premises are in good condition. The WMUA shall not be responsible or liable in any event, for any accident, breaks or leakage arising in any way from the connection to and initiating the supply of water from the WMUA system to the customer's premises, nor for any damages or loss, directly or indirectly, resulting therefrom.
9. The lateral to the property line involved shall be inspected by the authorized representative of the WMUA and no backfilling shall take place before this inspection. Requests for inspections and/or initiation of service must be made during the regular business hours of the WMUA. Said requests must

be made at the office of the WMUA with a minimum of forty-eight (48) hours notice in advance of the desired service.

J. Permits, Easements and Notifications

Special attention is directed to the fact that all permits, easements and notifications of the planned construction of the service line to the water system or the lateral to sewer system of the WMUA must be carried out at the owner's own time and expense. The owner must be in compliance with all regulations set forth with the Township of Willingboro, Burlington County, OSHA, Department of Environmental Protection, and any other regulatory agencies, where applicable. This includes the securing of a road opening permit from local, state or county agencies, where applicable. Any work, excavation, traffic controls and restoration shall conform to any ordinances, laws, and regulations which may be imposed by such agencies for this work.

K. Property Supplied by a Single Service Line

1. A service line from the curb stop (or "Y" branch) to a dwelling unit, property, facility or structure as described below, shall not supply more than one dwelling unit, property, facility or structure:

(a) A dwelling house, either detached, or one side of a double house, or a house in a row or group of houses, provided that a garage, a conservatory and similar structures accessory to the life of one family shall be considered as a portion of the dwelling.

(b) An industrial, commercial or manufacturing establishment.

(c) A building separated from adjacent buildings by a party wall or party walls, and comprising apartments or stores, or office, or any combination thereof.

(d) A detached building comprising apartments or stores or offices, or any combination thereof.

2. Any of the aforesaid properties, facilities or structures, however, upon proper application of the owner, and subsequent WMUA approval, may be supplied by two or more service lines and meters provided that the supply to each such meter has an individual stop at or near the curb line.

3. Any existing property, facility or structure which does not conform to the above regulation shall install separate services to each property, facility or structure upon either subdivision of land, change of the use of any facility thereon, further extension of water service by the Authority thereon or upon repair or replacement of the existing service line or lines.

4. Where two or more customers are now supplied through a single service line, any violation of the rules of the Authority, with respect to either or any of said customers, shall be deemed a violation as to all.

5. Unless said violation is corrected after reasonable notice has been given to the owner, the Authority may take such action as can be taken for a single customer. Such action will not be taken until the customer(s) who has/have violated the Authority's rules has/have been given a reasonable opportunity to attach his pipe to a separately controlled service connection.

6. Where more than one residential dwelling unit is serviced by a single water service, and a single meter, a separate shutoff valve, service and meter must be installed if these dwelling units are owned by more than one owner. The costs of the separate shut off valve, service and meter are to be borne by the owners according to mutual agreement between the owners. The WMUA will have no responsibility to bear any of these costs. Once work has been completed, the WMUA must be contacted in order to set the new meter and take a reading on the meter being shared by the dwelling units.

L. Other Utilities During Construction

The attention of the applicant is directed to the existence of underground utilities, i.e., electric, gas, telephone, cable, oil and gas, Willingboro Township, WMUA Water & Sewer, etc. The notification of these utility companies is the responsibility of the applicant and the applicant shall be solely responsible for any direct or indirect damage to such utilities in the installation of the service line or lateral. The applicant is instructed to call the "One Call" system at 1-800-272-1000. No service line or lateral of the WMUA shall be installed in the same trench with any other utility service unless specifically authorized, in writing, by the WMUA.

M. Temporary Water Service for Construction and Related Purposes

1. A customer requiring water for construction purposes on premises not already supplied by a metered water service line must make a special application on a form provided by the WMUA and pay a daily, weekly, monthly rate of \$15, \$60 and \$200 respectively.

2. Individuals, companies, developers, etc., requiring the filling of tank trucks for Hydro seeding, fertilizer spraying, insecticide spraying, etc., may be given authorization to fill the tanks by the WMUA from a specifically identified fire hydrant upon application and payment of the associated fees, as mentioned above. Failure to obtain a permit from the WMUA for this purpose will result in fines and penalties.

3. A hydrant cannot be opened without using a proper wrench. The loss of security deposit and fines may be imposed for noncompliance to these restrictions. A positive control device for back-flow prevention or an air gap must be used.

N. Special Connections

Connections requiring installation of back-flow prevention devices:

1. The purpose and intent of these regulations is to protect the WMUA water system from back flow from a water supply which may be contaminated, of questionable or unknown quality or over which the WMUA has little or no control.

2. The requirements contained herein are not to be confused with the requirements of the Plumbing Sub-code of the New Jersey State Uniform Construction Code, N.J.A.C. 7:23-3.5., for the prevention of illegal plumbing cross-connections, nor with any State or local requirements for the practice or procedure known as "cross-connection control" whereby a back flow prevention device may be required to protect a public water system from contamination as a result of possible illegal plumbing cross connections.

O. Ownership and Maintenance

1. WMUA Responsibility

The WMUA shall exercise control over and assume responsibility for only that portion of the water and sewer system encompassing treatment facilities, pumping stations, water storage tanks and water and/or sewer mains, located in public right-of-ways and WMUA easements.

2. WMUA Responsibility to Associations and Management Companies

a) The Willingboro Municipal Utilities Authority will respond to Association problems and in the event that the MUA is responsible for the repairs, said repairs will be done at the expense of the WMUA. The WMUA shall only be responsible for repairs to public water and sanitary sewer mains. All other problems the WMUA responds to will be investigated to determine ownership. In some cases actual work must be done to determine said ownership. If the problem is found to be the Association's, these repair charges will be billed to the Association. In all cases, WMUA personnel will make a good faith effort to inform a responsible person in the Association before work has begun.

b) If possible, the WMUA will not get involved with any repairs that are not WMUA related. If, due to an emergency situation, the WMUA must get involved, the Association/Management Company will be responsible for any charges incurred.

Please note - the Association/Management Company is expected to pay for all charges incurred in investigation of a problem that is found not to be the WMUA's responsibility. Once it is determined that the problem is not a WMUA responsibility, the WMUA will not be summoned back out for the same problem.

3. Insurance Claims

a) The Authority maintains adequate business insurance for property and casualty. Where the Authority is found responsible under the terms of these policies for damage claims, it will certainly recognize its liability. However, the Authority is not responsible for any claims relating to damages to person or property unless the same results from negligence of the Authority or its employees.

b) If homeowners or business coverage does not cover damage to persons or property, homeowner or business is welcome to submit a written claim to the WMUA for damages. This in no way, however, is to be mistaken as the WMUA's acceptance of responsibility. The WMUA should be notified when the damage occurs and WMUA personnel must be given access to the damage.

c) If a written claim is submitted to the Authority, it should include estimates, receipts, photos and any other available evidence of the damage. The Authority will forward the claim to its insurance carrier and will comply with the carrier's decision.

d) The properly identified authorized representative of the WMUA shall have the right of access to the customer's premises, served by the WMUA at all reasonable hours, for the purpose of reading, repairing, or replacing water meters, examining fixtures and pipes, observing the manner of using water or discharging sewage, or for any other purpose, necessary and proper in the conduct of the WMUA's business and responsibility.

e) No agent, employee or representative of the WMUA has the authorization to bind the WMUA to any promise, agreement, oral statement or representation not provided for in these rules and regulations.

f) The WMUA expressly disclaims any responsibility or liability for maintenance of such facilities, which are the customer's responsibility and for any backups or for any injury, property damage, loss or inconvenience and any damages or loss directly or indirectly resulting therefrom, arising out of the customer's failure to install or maintain such facilities in a safe and proper manner.

4. Customer Responsibility

a) All other service lines, laterals, valves, equipment, facilities and appurtenances are the responsibility of the customer or owner. The customer or owner is responsible for compliance with all applicable laws, ordinances, codes, rules and regulations for the construction, installation and maintenance of the same.

b) All connections, service lines, laterals, valves and fixtures furnished and installed by the customer shall be maintained by him/her in good working order and condition. Water meters and related equipment, located on the customer's property, shall be properly protected by the customer from damage, freezing, obstruction and breakage. Damage, leakage or malfunction of any such equipment, on or about the water and/or sewer system, located on a customer's property shall be reported immediately to the WMUA. In addition, the

WMUA shall have access to and control over the water meter and any equipment furnished at the WMUA's expense, on the customer's premises as provided in these Rules and Regulations.

c) Frozen meters shall be replaced at the customer's expense. All repair work by the customer or the customer's agent on the water and/or sewer facilities located on the customer's property, must be inspected and approved by the WMUA and/or the authorized code enforcement official of the Township of Willingboro.

d) The maintenance of the lateral from the sewer and/or water main to the property or building of a customer shall be the responsibility of the owner or customer. Special attention is directed to the possibility of sewer line backups which may, from time to time occur, and are beyond the control of the WMUA. Such backups may affect the fixtures installed by the customer, particularly if they are installed below ground elevations, such as in basements. Any fixtures installed below grade or in a basement are required to have back-flow preventers installed in accordance with the Plumbing Sub-code of the New Jersey State Uniform Construction Code. It is recommended that the proper precautions be taken by the customer, in accordance with allowable provisions of the State or local Plumbing Codes, to prevent damage resulting from sewer backups.

e) Maintenance of the service line from the water main to the property or building of a customer shall be the responsibility of the customer/owner. Special attention is directed to the curb shut-off valve. It is the responsibility of the customer/owner to maintain the valve in an operable condition at all times.

(1) In those cases where there is any suspected breakage to a sewer lateral in the street (specifically limited to that portion of the lateral running from the curb line to the main underneath the street paving) the WMUA will make repairs to the lateral for all other reasons than stoppage, clogging and/or backup of sewage caused by said stoppage or clogging (including stoppage or clogging from root intrusion). Any work in the street area which proves that problems with the lateral were caused by stoppage or clogging (including stoppage or clogging from root intrusion), by materials passing through the lateral from the owner's property, will be at the owner's expense and will be charged, at cost, to the owner.

(2) In those cases where there is any suspected breakage/leakage to a service line in the street (specifically limited to that portion of the service line running from the curb line to the main underneath the street paving), the WMUA will make repairs to the service line, at the customer's expense.

5. Charges for Maintenance and/or Repairs

a) The WMUA may, in its absolute discretion, upon request by a customer, agree to assist in the repairs or maintenance of service lines or laterals on the customer's property. The WMUA takes no responsibility for accidental damage.

b) Any repairs are the responsibility of the homeowner. In any event, such assistance shall be rendered only in emergencies or when it appears that the health and welfare of the public or other customers of the WMUA may be affected. The customer, in requesting this assistance, shall pay to the WMUA, the costs of manpower, equipment and material associated with such repairs and maintenance as outlined in Schedule VIII.

c) In the event that the WMUA undertakes such assistance, such action shall not constitute an acceptance of any responsibility on the part of the WMUA for the proper installation, operation or maintenance of service lines, laterals or related appurtenances on the customer's property, or relieve the customer of his/her duty of care therefor. The WMUA shall not be responsible to the customer for any injury, property damage or loss or resulting damages, arising out of the provision of such assistance unless same is due to gross negligence by the WMUA.