

# Sanitary Sewer Rules & Regulations



**Robbinsville Township,  
Mercer County, New Jersey**

Last Revised December 2012

## **PREFACE**

The Robbinsville Township Utilities Division (RUD) was created by an ordinance of the Township of Washington in 1971, under the provisions of the Municipal and County Utilities Authority Law of the State of New Jersey (N.J.S.A. 40:14B-1, et seq.). The RUD owns and operates the sanitary sewage collection system of the Township of Washington, Mercer County, New Jersey.

An agreement with the Township of Hamilton for the provision of facilities for conveyance and treatment of sewage from Washington Township was executed on April 28, 1976.

The construction of the Washington Township collection system commenced in 1977 and was funded through a grant of federal money provided under the Economic Development Act. Funding for construction of the Miry Run Interceptor and Metering Station was obtained through the United States Environmental Protection Agency. Operation of the system commenced in 1981.

Responsibility for Wastewater Management Planning was transferred from the RUD to the Township of Washington in 1991, under the provisions of N.J.A.C. 7:15-5.

The Washington Township Municipal Utilities Authority was dissolved by an ordinance of the Township of Robbinsville in 2007.

On January 1, 2008, the township's name was changed from the Township of Washington to the Township of Robbinsville.

These regulations shall govern the design, approval, construction and operation of all sanitary sewerage facilities located within public rights-of-way, and easements owned by Robbinsville Township.

The following rules and regulations shall be and are hereby declared to be the Rules and Regulations of Robbinsville Township.

**TABLE OF CONTENTS**

SECTION I DEFINITIONS ..... 1

SECTION II GENERAL RULES AND REGULATIONS ..... 8

    A. Applications and Permits ..... 8

    B. Discontinuance or Restriction of Service..... 9

    C. Responsibility for Service ..... 10

    D. Additional Charges ..... 10

    E. Complaints ..... 10

    F. Reasonable Access..... 10

    G. No Oral Agreements ..... 10

    H. Damage Claims..... 10

    I. Responsibility for Maintenance ..... 11

    J. Persons Authorized to Do Work Relating to Connections..... 11

    K. Reservations..... 11

    L. Variance from Rules ..... 12

    M. Control of Service..... 12

    N. Notice of Change of Ownership ..... 12

    O. Leaks, Stoppage or Defective Plumbing..... 12

    P. Enforcement..... 12

    Q. Permit Constitutes Contract ..... 12

    R. Penalties for Violations..... 13

    S. Construction and Severability..... 13

    T. Costs and Method of Providing Service ..... 13

    U. Off-Tract Improvement..... 14

SECTION III INDUSTRIAL WASTES AND PROHIBITED WASTES ..... 16

    A. Certain Liquid and Solid Matter Prohibited..... 16

    B. Industrial Waste, Prohibited Discharge, Violation, Compliance ..... 16

    C. Required Control Manhole ..... 19

    D. Rights of Inspection, Testing, etc. .... 19

    E. Required Notice of Change in Industrial Wastes ..... 19

    F. Violations..... 19

    G. More Stringent Requirements ..... 19

    H. Dilution Prohibited ..... 20

    I. Accidental Discharge..... 20

SECTION IV RESIDENTIAL SERVICE CONNECTIONS..... 21

    A. General..... 21

    B. Procedure ..... 21

SECTION V NON-RESIDENTIAL SERVICE CONNECTIONS ..... 22

    A. General..... 22

    B. Procedure ..... 22

SECTION VI SEWER EXTENSIONS (TREATMENT WORKS APPROVALS) ..... 24

    A. General..... 24

    B. Procedure ..... 25

SECTION VII CONSTRUCTION STANDARDS ..... 27

    A. Service Connections ..... 27

    B. Sanitary Sewer Mains ..... 31

    C. Grease Traps – Sizing, Installation, Maintenance and Testing ..... 34

SECTION VIII FEES, RATES, GUARANTEES AND BILLING..... 38

A.	Application Fees .....	38
B.	Review Fees.....	38
C.	Inspection Fees .....	39
D.	Performance Guarantee.....	39
E.	Maintenance Guarantee .....	39
F.	Escrowed Fees and Escrow Accounts.....	40
G.	Connection Fees.....	40
H.	Service Charge.....	40

## Appendix A - Miscellaneous Forms

	<b>Form</b>	<b>Page</b>
	Residential: Application for Sanitary Sewer Service	A-2
	Non-Residential: Application for Sanitary Sewer Service	A-6
	Sanitary Sewer Extension Application	A-12
	Sanitary Sewer Extension Checklist	A-16
	Design Waiver Request Form	A-20
	Escrow Agreement	A-22
	Sewer Connection Permit	A-24
	Sewer Use Permit	A-25

## Appendix B - Standard Details

	<b>Standard Detail</b>	<b>Figure</b>
	Standard Precast Manhole	1
	Shallow Precast Manhole	2
	Doghouse Manhole Base	3
	Standard Frame and Cover	4
	Drop Manhole Connection	5
	Manhole Invert	6
	New Connection to Existing Manhole	7
	Safety Platform for Deep Manholes	8
	Ladder Rung	9
	Service Lateral Connection	10
	Deep Service Lateral Connection	11
	Cleanout Protection Box Detail in Unpaved Area	12
	Cleanout Protection Box Detail in Paved Area	13
	Saddle Connection	14
	Concrete Easement	15
	Sanitary Sewer Trench	16
	Manhole Vent	17
	Air Release/Vacuum Precast Manhole	18
	Blowoff Precast Manhole	19
	General Sanitary Sewer Notes	20 - 21

## **SECTION I DEFINITIONS**

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

**"Average Restaurant"** shall mean restaurants that provide table service to its patrons, during typical daytime/evening business hours (e.g., 5:00 A.M. through 11:00 P.M.).

**"Actual Flow"** shall mean the volume of sewage and other wastes that a domestic treatment works receives; actual flow shall be determined by the arithmetic average of the metered daily volumes of waste received at a treatment works for the preceding period of three consecutive calendar months. Where peak flows have been determined by the NJDEP to be seasonal in nature, the seasonal peak flow period shall be used in determining actual flow.

**"Adequate Conveyance Capacity"** shall mean: 1) that in the downstream sewers, the peak dry weather flow does not exceed 80 percent of the depth of the pipe and the peak wet weather flow does not result in overflows or discharges from any unpermitted location; and 2) that in downstream pumping stations, with two pumps, peak dry weather flow shall be handled by one pump and in pumping stations with more than two pumps, peak dry weather flow shall be handled with the largest pump out of service, and the peak wet weather flow does not result in any overflow or discharge.

**"Agent", "Employee", "Officer", "Personnel", or "Representative"** of the Township shall mean a person or persons directly employed by the Township or appointed by the Township by majority vote at a public meeting, charged with responsibility to carry out a specific task as set forth in these regulations. Such persons may include Township personnel, professional consultants and their employees, and other regulatory agencies.

**"Airport"** shall mean a building or group of buildings intended for use as a terminal facility used for aircraft takeoff and landing. This includes facilities for handling passengers and cargo, and for servicing aircraft.

**"Applicant", "Customer", "Developer", "Owner", "Person" or "User"** shall mean any person, corporation or organization applying for (or contracting for): sewer connections; or for use, products or services; or who use said services; or who is the owner or occupant (or both) of any real property which directly or indirectly has been connected to the sewer system; or to which directly or indirectly has been furnished or supplied the use, products or services of the sewer system or sewer services facilities or products.

**"Automobile Service Stations"** shall mean any establishment where motor fuels are stored and dispensed from fixed equipment into the fuel tanks of motor vehicles or approved containers, including any building used for minor automotive repair work. Minor repairs include the exchange of parts, oil changes, engine tune-ups and similar routine maintenance work.

**"Assembly Hall"** shall mean any building (or portion thereof) used for the gathering together of 50 or more persons for such purposes as deliberation, education, instruction, worship, entertainment or amusement.

**"Bar/Cocktail Lounge"** shall mean a business establishment where refreshments, including alcoholic beverages, may be procured.

**"Bathhouse"** shall mean a building or group of buildings containing dressing rooms, which may or may not include showers.

**"Beauty Shop"** shall mean a building in which hairdressing, facials, and/or manicures are done. The number of stations shall be the maximum number of persons for whom hairdressing services could be performed at any one time. This shall include barber shops.

**"Boarding House"** shall mean a building arranged or used for lodging for compensation, with or without meals, and not occupied as a single-family unit. Dormitories, where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not of the same family group, shall be included.

**"BOD (Biochemical Oxygen Demand)"** shall mean the quantity of oxygen, expressed in ppm by weight, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty degrees centigrade (20°C).

**"Bowling Alley"** shall mean a building intended for recreational use for the game of bowling. This shall not include restaurant and/or bar areas, which shall constitute a separate occupancy.

**"Building"** shall mean any structure (or portion thereof) occupied or intended for supporting or sheltering any occupancy. An occupancy is the purpose for which a building, or portion thereof, is used.

**"Building Sewer"** shall mean the part of the sanitary sewer service line that extends from the Inspection Riser to a dwelling or structure.

**"Camp"** shall mean a building or group of buildings, cabins, tents, recreational vehicles (or spaces provided for such) for shelter and/or temporary residence of persons for hunting, fishing, recreational and/or educational purposes.

**"Catastrophe"** shall mean a natural event (such as earthquake, fire, tornado, etc.) or an event clearly beyond the control of the customer (such as arson, etc.) that renders an improved property unsuitable for use. It shall not include circumstances arising from financial hardship, bankruptcy, poor management practices, etc.

**"Catering/Banquet Hall"** shall mean a building intended for use in providing meals and refreshments to relatively large groups of people, usually in honor of a person or event.

**"Church"** shall mean a building intended for use in public worship. This shall include facilities incidental to typical church activities (e.g., office, classrooms, storage areas, general purpose areas, small kitchen, etc.). This shall not include facilities such as schools, camps, etc. which shall constitute a separate occupancy.

**"Cleanout"** shall mean a vertical pipe located in a building sewer or lateral, used for inserting cleaning tools, for flushing, or for inserting inspection equipment.

**"Club"** shall mean a building or group of buildings intended for use by a group of persons, who typically secure a membership for the common use of various recreational facilities (e.g., golf, tennis, volleyball, basketball, swimming, etc.).

**"Collection Sewer"** shall mean any collection sanitary sewers located under highways, roads, streets and public or private rights-of-way with branch service laterals that collect and convey sanitary sewage or industrial wastes (or a combination of both) and into which storm, surface and ground waters or unpolluted industrial waters or liquids are not intentionally admitted.

**"Committed Flow" or "Projected Flow"** shall mean the sum of the actual flow plus the sum of all flows that are anticipated from connections that have been approved but are not yet in operation. The flow to be anticipated from any such connection shall be that flow referred to in the NJDEP approval.

**"Connection"** shall mean any physical or operational change to a collection system or to the plumbing or piping of any building, project, facility or other structure (either proposed or existing) for which a building permit or other municipal approval is required; and which connects directly or indirectly to any portion of the sewage collection system.

**"Connection Permit"** shall mean a document issued by the Township upon receipt of applicable fees, authorizing an applicant to construct the piping and appurtenances necessary to provide sanitary sewerage service to a building in accordance with these Rules and Regulations. No discharge of sewage into the piping shall be permitted until a Use Permit has been issued.

**"Curb Service/Drive-In Restaurant"** shall mean restaurants that provide service to patrons while they remain in their automobiles. Any portion of the building that is dedicated to any other type of service shall be considered a multiple occupancy.

**"Design Flow"** shall mean the average daily volume of wastewater, which a domestic treatment works was designed to treat or convey, or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, or a treatment works approval, whichever permit or approval is most recently issued.

**"Dinner Theater"** shall mean a restaurant that includes facilities for entertainment of its patrons, before, during or subsequent to the meal.

**"Domestic Sewage"** shall mean the normal wastes from residences, commercial establishments, institutions and industrial establishments, limited exclusively to the wastes from kitchens, bathrooms, water closets, lavatories and laundries.

**"Factory"** shall mean a building containing facilities and equipment for manufacturing.

**"Fairground"** shall mean an area intended for outdoor gatherings of persons for competitive exhibition (as of farm products), usually with accompanying entertainment and amusements.

**"Fast Food Restaurant"** shall mean restaurants that specialize in foods that can be prepared and served quickly, without providing table service to its patrons, during typical daytime/evening business hours (e.g., 5:00 A.M. through 11:00 P.M.). This shall include coffee shops, snack bars, etc.

**"Force Main"** shall mean a pressure pipe located under highways, roads, street and public or private rights-of-way that conveys pumped sanitary sewage or industrial wastes (or a combination of both).

**"Garbage"** shall mean solid wastes resulting from preparation, cooking and dispensing food and from handling, storage and sale of food products and produce.

**"Gasoline Filling Station"** shall mean the portion of an automobile service station intended to be used for the storage and dispensing of motor fuels into motor vehicles. The number of positions shall be the maximum number of passenger-type vehicles that could be served at any one time. The establishment may include an office for record keeping purposes with provisions for selling a limited amount of retail products (e.g., cigarettes, motor oil, beverages, maps, etc.).

**"Gross Floor Area"** shall mean the floor area within the perimeter of the outside walls of the building under consideration, without deduction for hallways, stairs, closets, thickness of walls, columns or other features.

**"Ground Garbage"** shall mean the residue from the preparation, cooking and dispensing food that has been shredded to such degree that all particles will be carried freely in suspension under the flow conditions normally prevailing in public sewers with no particle greater than one-half inch (½") in any dimension. Discharge of such residues into the sanitary sewerage system is prohibited.

**"Guest"** shall mean any person hiring or occupying a room for living or sleeping purposes.

**"Hotel"** shall mean any building containing six or more guestrooms, intended to be used, rented or hired out to be occupied for sleeping purposes by guests. Usually a multi-story building with enclosed passageways, which usually provides a full complement of services to guests. This shall not include: coffee shops, restaurants, bar/cocktail lounges, room service, guest laundry, banquet and meeting facilities, recreational facilities, etc. which shall constitute a separate occupancy).

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

**"Industrial Waste"** shall mean solid or liquid substances discharged, permitted to flow, or escaping in the course of any industrial, manufacturing, trade or business process or in the course of the development, recovery of processing of natural resources, as distinct from domestic sewage.

**"Infiltration"** shall mean groundwater, runoff water or rainwater which unintentionally enters the sewerage system through leaks in building sewers, service laterals, collection sewers, intercepting sewers, manholes, pumping stations or any other structure used for the conveyance of sewage.

**"Inspection Riser"** shall mean the vertical riser pipe located where the lateral connects with the building sewer running from the customer's structure. The inspection riser utilizes a sanitary tee/wye fitting to provide an unobstructed view of the lateral pipe. Said point is the area where the Township's responsibility ends and the consumer's responsibility begins.

**"Institution"** shall mean all structures in which six or more people suffering from physical limitations because of health or age are to be harbored for medical care or other care or treatment, or in which people are detained for penal or correction purposes, or in which the liberty of the inmates is restricted. Institutions shall include: board and care facilities; half-way houses; group homes; social rehabilitation facilities; alcohol and drug centers; convalescent facilities; hospitals; nursing homes (intermediate care and skilled nursing); mental hospitals; detoxification facilities; prisons; jails; reformatories; detention centers; correctional centers; and prerelease centers. Facilities in which five or less persons are to be harbored shall be considered residential establishments.

**"Labor Camp"** shall mean a building or group of buildings and/or tents erected for shelter and/or temporary residence of workmen and laborers, during the execution of a relatively large-scale construction project, lumbering, mining or similar activity.

**"Lateral"** shall mean that portion of the service line that runs from the main line to the inspection riser.

**"Laundromat"** shall mean a self-service commercial laundering establishment, where appliances (typically coin-operated) are provided for the washing of clothing.

**"Lodging House" or "Tourist Home"** shall mean any building containing five or less guestrooms, intended to be used, rented or hired out to be occupied for sleeping purposes by guests. Commonly referred to as "bed and breakfasts", "cottages", or "country inns".

**"Main"** shall mean the Township-owned or leased piping and appurtenances, in or along public highways and streets, or along privately owned rights-of-way, used for the collection of domestic sewage or industrial wastes from its customers.

**"Maximum Occupancy"** shall mean the total number of persons that are permitted to occupy a building (or portion thereof) at any one time, as determined in accordance with local building codes.

**"Medical Office"** shall mean a building intended for use in the provision of medical services, without facilities for accommodating patients overnight. This shall include medical, dental, chiropractic and veterinary offices and clinics.

**"Mg/l"** shall mean milligrams per liter.

**"Mini-Market"** shall mean any portion of a building at an automobile service station that is intended to be used for retail purposes, or the storage of retail products.

**"Motel" or "Tourist Cabin"** shall mean a building or group of buildings containing six or more guestrooms, intended to be used, rented or hired out to be occupied for sleeping purposes by guests. Usually one, two or three story buildings with unenclosed passageways, which provide limited or moderate services to guests. This shall not include: food service, banquet and meeting facilities, recreational facilities, etc. which shall constitute a separate occupancy)

**"Multiple-Family Dwelling" or "Apartment"** shall mean a building containing more than two dwelling units.

**"New Service"** shall be defined as any sewer connection which had not previously been made or which requires a sewer extension permit from NJDEP.



**"NJDEP"** shall mean the New Jersey Department of Environmental Protection.

**"Non-Residential Club"** shall mean a club that does not provide facilities for overnight accommodation of members.

**"Non-Residential User" or "Non-Residential Unit"** shall mean all users and connections other than defined as "residential user", including but not limited to: business, commercial, industry, restaurants, taverns, theaters, camps, churches, schools, hospitals, boarding homes, nursing homes, hotels, motels or the like.

**"Occupancy"** shall mean the purpose for which a building (or portion thereof) is used. Each occupancy provided at any establishment shall be considered separately for fee determination purposes, except where such other uses are integral and necessary to the primary intended use of the establishment. For example, office or laundry areas within a hotel (used exclusively for conducting hotel business or laundering hotel linens, etc.) would not be considered a multiple occupancy. On the other hand, a restaurant, bar/cocktail lounge, pool bathhouse, banquet hall, etc. within a hotel would be considered as multiple occupancies. The total fee would be the sum of the fees for each occupancy as determined by the fee schedule.

**"Office Building"** shall mean a building intended for use in performance of business transactions or the provision of services.

**"pH"** shall mean the logarithm (base 10) of the reciprocal of the weight of hydrogen ions, expressed in grams per liter of solution, and indicates the degree of acidity or alkalinity of a substance.

**"Picnic Park"** shall mean an area maintained for ornamental or recreation purposes (with facilities for picnicking).

**"Pollutant"** shall mean any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat wrecked or discharged equipment, rock, sand, cellar dirt and industrial, municipal and agricultural waste discharged into water.

**"Parts Per Million" or "ppm"** shall mean a unit of measure of the amount of dissolved solids in a solution in terms of a ratio between the number of parts of solids to a million parts of total volume – ppm.

**"Pumping Station"** shall mean a sewage pumping or ejector station located in a sewerage collection system for the pumping or lifting of sanitary sewage or industrial wastes or a combination of both from a low elevation to a higher elevation.

**"Racquet Club"** shall mean a club that provides facilities for playing racquet games (e.g., tennis, badminton, racquet ball, etc.).

**"Renewal of Service"** shall mean an application for a renewal of existing sewer service to an existing structure or replacement structure in the case of a complete destruction of the prior structure or a change in ownership or use. A change in use shall include a change in the character of usage or a change in the size of facility or extent of the usage. An application shall not be considered for renewal of service if main extension approval is required by NJDEP.

**"Residential Club"** shall mean a club that provides facilities for overnight accommodation of members.

**"Residential Dwelling"** shall mean a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

**"Residential User" or "Residential Unit"** shall mean a single-family, condominium, townhouse, multi-family, apartment, trailer or mobile home that is designed and used exclusively for providing living accommodations.

**"Restaurant"** shall mean a building intended for use as a business establishment where meals or refreshments may be procured.

**"Saddle"** shall mean a plumbing fitting used to connect a new lateral to an existing sewer main.

**"Sanitary Sewage"** shall mean domestic sewage.

**"School"** shall mean any structure intended for use in the education and teaching of children. This shall include facilities for child care services.

**"Service Bay"** shall mean the portion of an automobile service station intended or designed to be used for temporary storage of motor vehicles, during repairing or servicing of such vehicles. The number of bays shall be the maximum number of passenger-type vehicles that could be stored at any one time.

**"Service Line"** shall mean the entire length of piping from the building or structure being connected to the sanitary sewer main. This is comprised of the building sewer and lateral components of the piping.

**"Sewage Treatment Plant"** shall mean the plant and facilities of Hamilton Township Department of Water Pollution Control to which the Sewer System is to be connected for the purpose of treating and disposing of Sanitary Sewage and/or Industrial Wastes collected by the sewer system.

**"Sewer"** shall mean any pipe or conduit constituting a part of the sewerage system used or usable for sewage collection purposes and to which ground, surface and storm water is not admitted intentionally.

**"Sewerage System"** shall mean all facilities, as of any particular time, for collecting, pumping, treating and disposing of sanitary sewage and Industrial Waste, situated in the sewered area and owned or operated (or both) by the Township as the case may be.

**"Single-Family Residence"** shall mean a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

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

**"Specifications"** shall mean the standard specifications adopted by the Township for the construction of sewers, force mains, pumping stations and appurtenances.

**"Sports Stadium"** shall mean a large, usually unroofed, area with tiers of seats for spectators at sporting events.

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

**"Store" or "Shopping Center"** shall mean all buildings and structures that are occupied for display and retail sales purposes involving stocks of goods, wares or merchandise incidental to such purposes. This includes, among others, retail stores, shops, salesrooms and markets.

**"Storm Sewer"** shall mean a sewer that carries storm, surface and groundwater drainage, but excludes sewage and industrial wastes.

**"Surcharge"** shall mean the extra charge in addition to the service charge rental that is levied on those persons whose wastes are greater in strength than the concentration values established by NJDEP influent limits.

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

**"Swimming Pool"** shall mean any structure that contains water over 24 inches in depth and which is intended to be used for swimming or recreational bathing. This includes in-ground, above-ground and on-ground swimming pools,

hot tubs and spas. This definition shall include a swimming pool that is an accessory use to a single-family residence.

**"System"** shall mean the sewage collection system of the Township, including all mains, force mains, pumping stations and appurtenances.

**"Theater"** shall mean a building intended for commercial showing of theatrical productions or motion pictures, including a projection room, screen and seating for patrons. The building may include a snack bar for the use of patrons, which shall not constitute a multiple occupancy.

**"Township"** shall mean the Township of Robbinsville, unless otherwise indicated.

**"Township's Attorney"** shall mean the attorney appointed by majority vote at a public meeting, as a consultant to Robbinsville.

**"Township's Consultant"** shall mean any one or combination of persons possessing expertise in a particular area of knowledge, appointed by majority vote at a public meeting, as an advisor to the Township of Robbinsville. These persons shall include but not necessarily be limited to: the Township Engineer, Attorney, Auditor, Bond Counsel and Appraiser.

**"Toxic Pollutant"** shall mean any pollutant or combination of pollutants listed as toxic in regulations promulgated by the USEPA or NJDEP, or anything that may poison or affect the operation of the bacteria in the sewage treatment process at the Hamilton Township Department of Water Pollution Control Facility.

**"Treatment Works Approval (TWA)"** shall mean an approval issued pursuant to N.J.S.A. 58:10A- 6 and 7:14A-12.3 or pursuant to former N.J.S.A. 58:12-3.

**"Twenty-Four Hour Restaurant"** shall mean restaurants that are open twenty-four (24) hours per day (not necessarily on holidays, etc.).

**"USEPA"** shall mean the United States Environmental Protection Agency.

**"Use Permit"** shall mean a document issued by the Township Engineer, subsequent to approved connection of a building to the sanitary sewerage system, granting permission for the discharge of sewage from the building in accordance with these Rules and Regulations.

**"Utilities Engineer"** shall mean the professional engineer appointed by majority vote at a public meeting, as a consultant to the Township.

**"Visitor Center"** shall mean a building that is intended to provide information to tourists, usually with rest room facilities. This building shall not include restaurants, which shall constitute a separate occupancy.

**"Warehouse"** shall mean a building intended for the storage of merchandise or commodities.

## SECTION II GENERAL RULES AND REGULATIONS

### A. Applications and Permits

#### 1. Sewer Service Area

Any application submitted to the Township Engineer shall involve lands entirely within a designated sewer service area, as shown on the Mercer County Water Quality Management Plan and indicated on The Robbinsville Township Wastewater Facilities plan, latest revision. Applications for providing sewer service to lands not entirely located within a sewer service area shall be deemed incomplete and will not be accepted for review.

#### 2. Permit Required

No person shall uncover, connect with, make any opening into or use, alter or disturb, in any manner, any sewer or manhole of the sewer system without first obtaining a Connection Permit, in writing, from the Township Engineer. Such Connection Permit shall be issued to each owner required to connect to a sewer by Ordinance of Robbinsville Township, subject always to compliance with these Rules and Regulations.

#### 3. Permit Expiration

Sewer Connection Permits shall be valid for two (2) years from the date of issuance. A one year extension of the permit may be granted, however, the owner shall pay the difference between the original connection fee and the connection fee at the time the extension is granted.

#### 4. Person Making Application

Application for a permit shall be made by the owner (or authorized agent) of the improved property to be served.

#### 5. Operation of Service Connection

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

#### 6. Display of Permit

The Connection Permit shall be displayed prominently upon the improved property to be connected to a sewer at all times during construction of the lateral and/or building sewer, until a Use Permit has been issued.

#### 7. Acceptance of Applications

All completed applications for sewer permits shall be approved on a first-come-first-served basis. The obligation of the Township to approve completed applications for sewer permits is contingent upon the availability of adequate conveyance capacity within the sanitary sewerage system, and in consideration of actual and committed flows.

#### 8. Other Agency Approvals

The Township shall not approve Sewer Connection or Use Permit applications until such time as the Township is in receipt of all necessary approvals from the NJDEP or any other municipal, state or federal agency which may be required.

9. Non-Domestic Wastewater

Any facilities potentially generating wastes not in conformance with the requirements of these regulations, may be required to pretreat the sewage prior to discharge. Application to the Township of Hamilton Department of Water Pollution Control shall be made to determine if pretreatment is required.

**B. Discontinuance or Restriction of Service**

1. Cause of Discontinuance

Sewer service may be discontinued by the Township for any of the following reasons:

- a. Failure to file an application or misrepresentation in an application.
- b. Tampering with any service lateral or any other main or appurtenance.
- c. Nonpayment of any charge accruing under the application, or of any service charge rendered by the Township.
- d. Refusal of reasonable access to the property for purposes of inspecting.
- e. Misuse of the sewer system.
- f. Violation of any of the Rules and Regulations of the Township.

2. Notice of Discontinuance

The Township shall give seven (7) days notice of discontinuation of service for the above reasons unless the violation is of such a nature that, in the opinion of the Township, immediate discontinuation is necessary to prevent an actual or threatened danger to the safety, health or welfare of any person, to the environment, to the system or which causes or may cause the Township to violate any condition of its NJPDES Permit, in which case immediate discontinuation shall be made.

3. Method of Discontinuance

Service may be terminated by the Township in any manner provided by Statute, including, but not limited to causing the sewer connection to be terminated or by causing the water service to the property to be shut off.

4. Cost of Discontinuance

In the event that the Township terminates sewer service by disconnecting the sewer lateral which services the property, the customer shall pay the Township for all labor, material and equipment used by the Township in terminating service.

5. Reconnection of Service

In the event that the customer reconnects the sewer lateral which services the property, after the lateral has been disconnected by the Township, the customer shall pay the Township for all labor, material and equipment used by the Township in reconnecting service.

6. Unauthorized Reinstatement of Service

In the event that service has been turned on or reconnected after service has been officially turned off by the Township, or before service has been authorized by the Township, the customer shall be charged for all expenses incurred by the Township in re-terminating the service, including wages, overhead, supplies and expenses, and further, the Township may require that the customer and/or property owner pay in advance

an estimated sewerage bill for the ensuing 12-month period of all properties which the customer has connected to any system of this Township.

7. Due to Emergency

In the event of breakdown, emergency, or for any other unavoidable cause, the Township shall have the right to request that the water supply be temporarily discontinued in order to make necessary repairs or connections and the Township will use all reasonable and practical measures to notify the customer of such discontinuance of service. In such case, the Township shall not be liable for any damage or inconvenience experienced by the customer; or any claim against it at any time for interruption in service. 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.

**C. Responsibility for Service**

Any customer which may require, as part of its operations, constant sewer service, shall be responsible for constructing any special on-site sewer systems or making such special arrangements as may be necessary to ensure continued sewer service in the event of a temporary inability to provide sewer service or a discontinuation of service by the Township.

**D. Additional Charges**

In cases where developments are inactive for more than one year, no construction takes place during a six month period or substantial changes are made in the improvements during the construction phase(s), the Township reserves the right to levy additional charges to cover any costs it may incur in reviews, inspection or due to rescheduling.

**E. Complaints**

Complaints with respect to the nature of the service furnished (other than bill disputes) must be made to the Township's office in writing, and a record of such complaint will be kept by the Township, noting the name and address of the complainant, the date, the nature of the complaint and the remedy.

**F. Reasonable Access**

The properly identified authorized agents of the Township shall have the right to access to the premises served, at all reasonable hours, for the purposes of reading meters, examining fixtures and pipes, observing the connections to the sanitary pipes and laterals, observing the manner of using water, and for any other purpose which is proper and necessary in the conduct of the Township's business, including entering on any lands, waters or premises for the purpose of making surveys, borings, soundings and examination for the purposes of the Township.

**G. No Oral Agreements**

No agent or employee of the Township has authorization to bind it by any promise, agreement or representation not provided for in these Rules and Regulations. Official action concerning any promise, agreement or representation which is binding upon the Township can only be made by the Township itself by a majority vote at a public meeting.

**H. Damage Claims**

All claims for damages against the Township shall be governed by the provisions of the New Jersey Tort Claims Act. Notice of any claims shall be given to the Township by certified mail.

## **I. Responsibility for Maintenance**

### **1. Maintenance by Customer**

- a. In the event of a blockage in the building sewer between the building and the inspection riser, the customer shall clear, or attempt to clear the blockage by engaging, if necessary, the services of a private sewer cleaning company licensed and/or authorized by the New Jersey Department of Environmental Protection.
- b. All connections, building sewers and fixtures between the inspection riser and the building shall be maintained by the owner in good order. All leaks in the building sewer from the curb line to the building, or in any fixture in the premises serviced, shall be repaired immediately by the owner or the occupant of the premises. The customer shall be responsible for notifying the Township of the party contracted to do any maintenance work in the customer's building sewer prior to work being commenced, and said contractor shall not backfill any trench until the work has been inspected and approved by the Township. Any work not acceptable shall be immediately removed and replaced by work which is acceptable. Exceptions to inspection requirements may be granted for minor rodding tool work performed during non-working hours.

### **2. Maintenance by Township**

- a. In the event of a blockage, the Township agrees to provide maintenance for that portion of the sewer lateral installed in the street between the curb line and the sewer collection main. The Township may require that the property owner has first engaged a private sewer cleaning company and the owner's attempt at eliminating the stoppage was unsuccessful. Under no circumstances shall the Township be responsible for maintenance, repair or replacement of that portion of any building sewer located between the curb line and the building or structures receiving service.
- b. The Township shall not be responsible for maintaining any portion of the building sewer between the curb line and the building receiving service or for damage done by sewage escaping therefrom or from lines or fixtures on the customer's property and the customer shall at all times comply with applicable regulations with respect thereto and make changes therein required by reasons of changes of grade, relocation of mains or otherwise.

## **J. Persons Authorized to Do Work Relating to Connections**

The applicant shall provide to the Township the name of the person(s) to perform work relating to the connection. All work shall be performed by a licensed plumber and/or contractors who regularly engage in the profession of water and sewer utility construction. The Township reserves the right to approve or disapprove any permit application on the basis of the contractor's qualifications. The Township may request supporting documentation with regard to a contractor's experience.

## **K. Reservations**

### **1. Failure to Remedy**

If any person shall fail for seven (7) days, after written notice from the Township, to remedy any unsatisfactory condition with respect to a building sewer, the Township may refuse to permit such person to use the sewer system until such unsatisfactory condition shall have been remedied to the satisfaction of the Township.

### **2. Right to Refuse Service**

The Township reserves the right to refuse to any person, the use of the sewer system, or to compel the pretreatment of industrial wastes, in order to prevent discharge into the sewer system of harmful wastes.

### 3. Additional Rules and Regulations

The Township reserves the right to adopt, from time to time, amendatory or additional Rules and Regulations, as it shall deem necessary and proper in connection with the use and operation of the sewer system, or as may be required to meet necessary costs and expenses, or to comply with covenants with the Township or with holders, from time to time, of the Township's bonds.

#### **L. Variance from Rules**

No officer or employee of the Township is authorized to vary these Rules and Regulations without action by the Township.

#### **M. Control of Service**

The Township shall not be liable for a deficiency or failure of service when occasioned by an emergency or required repairs, or failure from any cause beyond control. The Township reserves the right to restrict the use of sewer service whenever the public welfare may require it.

#### **N. Notice of Change of Ownership**

Each owner must give the Township written notice of any change of ownership or vacation of any improved property. The owner shall be responsible for all sewer service charges until a new owner has purchased the property or a permit has been issued by the Construction Official for complete demolition of the structure and the structure has been demolished to the satisfaction of the Construction Official.

#### **O. Leaks, Stoppage or Defective Plumbing**

The Township shall not be liable for any damage or expense occurring to any premises or within any house or building resulting from any leaks, stoppages, defective plumbing or from any other cause whatsoever.

#### **P. Enforcement**

1. In the event of any violation of the Rules and Regulations of this Township or of the breach of any contract or agreement with this Township or with the terms of any permit issued by this Township, the Township, in its discretion, and in addition to any remedies afforded to the Township by these regulations or by law, may:
  - a. Require the immediate cessation of the violation.
  - b. Require that all remedial actions be taken in order to prevent the violation from reoccurring.
  - c. Require that reimbursement be made to the Township for all costs or damages incurred by the Township as a result of the violation.
  - d. Suspend or revoke the permit issued to the user.
  - e. Readjust previously issued service charges and connection fees, as may be appropriate.
  - f. Promulgate and enforce such other relief as may be necessary under the circumstances to protect the system or the personnel of the Township.

#### **Q. Permit Constitutes Contract**

The submission of an application and the acceptance of a permit shall constitute a contract between the user and the Township by which the user agrees to comply with all Rules and Regulations of the Township in consideration for the ability to discharge sewage into the system of the Township. In the event that the user



violates any terms or conditions of any Rules and Regulations of the Township, the Township shall have the contractual right to terminate sewage service to the user.

#### **R. Penalties for Violations**

1. In the event of any violation of the Rules and Regulations of this Township or of any improper or unauthorized use of any portion of the sewer system by any user, then the user shall, in the discretion of the Township, be fined up to a maximum of \$500.00 for each violation or improper or unauthorized use. 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 fine to be imposed.
2. All fines shall be paid within 15 days from the date that the owner is notified in writing of the violations charged and the fine to be imposed. In the event that any person wishes to contest the violation or the fine imposed, the person aggrieved must file with the Township within 15 days of receipt of notification of the violation and fine imposed, a written notice that the violation and fine shall be contested. A hearing shall thereafter be scheduled before the Township at which time the Township Engineer or his/her designee as well as the person aggrieved or his/her attorney, may present evidence regarding either the violation or the fine imposed. The burden of proof shall be upon the appellant. The fine imposed by the Township after the hearing shall be paid within 15 days after the person aggrieved receives written notice of the decision of the Township.
3. In the event that the fine is not paid as required under these Rules and Regulations, then the Township, in its discretion, may terminate all sewer services to the user and may declare all agreements or contracts with the user null and void and of no force and effect.
4. The penalties imposed in this section shall be cumulative to any other penalties described in other sections of these Rules and Regulations and to the other remedies afforded to the Township by law.
5. Nothing herein shall prevent the imposition of additional fines and penalties by the Hamilton Township Department of Water Pollution Control, New Jersey Department of Environmental Protection or other public body as authorized by the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., or other applicable law.

#### **S. Construction and Severability**

In the event that any provision, section, sentence, clause or part of these Rules and Regulations shall be held to be invalid, such invalidity shall not effect or impair any remaining provision, section, sentence, clause or part of these Rules and Regulations, it being the intent of the Township that such remainder shall be and shall remain in full force and effect. The Township shall have full rights to make any amendments, additions or deletions to these Rules and Regulations, as necessary for protecting the equipment and system of the Township.

#### **T. Costs and Method of Providing Service**

1. All costs and expenses of design and construction of a lateral, building sewer, or sewer extension and all costs and expenses of connection of a unit to a sewer shall be borne by the owner/applicant of the improved property to be connected; and such owner shall indemnify and save harmless the Township from all loss or damage that may be occasioned, directly or indirectly, as a result of construction of a lateral and/or building sewer.
2. The customer shall construct and install, at no cost to the Township, all off-site and all on site sewerage systems and facilities, including mains, force mains, pumping stations and any and all related appurtenances which are necessary to extend service to the units for which application for service has been made. The Township Engineer shall designate the point within the existing sewerage system to which the new facilities shall be connected. All construction shall be in accordance with these Rules and Regulations,

and specifications of the Township and the engineering plan submitted by the applicant and approved by the Township Engineer. The Township Engineer shall have the final approval of the manner in which all new facilities shall be planned, designed, constructed and operated.

## **U. Off-Tract Improvement**

### **1. General Requirements**

Upon submission of a complete application to the Township Engineer by a developer for approval of development plans, and as part of the review process, the Township Engineer shall determine the extent to which the Applicant is required to pay off-tract improvement fees.

### **2. Criteria for Determining Off-Tract Improvements**

In reviewing off-tract improvements to the Township sewer system, the Township shall consider the following factors:

- a. The need for either new capital improvements, or extension or rehabilitation of existing improvements that are required in order to serve the needs of the development and the sewer service area. This determination shall be based upon the Township's Wastewater Facilities Plan and any other pertinent information available.
- b. Any additional demands which the proposed development will place upon specified capital facilities, either directly or indirectly.
- c. The extent or degree to which the improvements will benefit other properties outside the development.

### **3. Application of Off-Tract Improvement Formula**

- a. **Identify Capital Improvements:** The Township shall identify the sewerage facilities to which the development may have an impact and shall determine the total estimated cost of required improvement(s), based upon the findings and data set forth in the Township's Wastewater Facilities Plan and/or the Capital Improvement Program, and any other pertinent information available.
- b. **Fee Methodology:** The Applicant's off-tract improvement fee shall be based upon the estimated future cost of the entire improvement(s), multiplied by a fraction with a numerator being the average daily flow (under build-out conditions) of the development and the denominator being the total average daily flow from those existing customers which might benefit from the improvement under consideration plus other new development within the existing sewer area which might benefit from the improvement. The average daily flow estimates shall be based upon New Jersey Department of Environmental Protection standards, or the best information available. In the event that peak flows for a development are disproportionate to peak flows for other projects under consideration, such that use of average flows is not appropriate, an alternate method of distributing costs may be used.
- c. **Contribution or Construction:** After determining the Applicant's proportionate share of the cost of improvement(s), the Township shall determine whether the Applicant will make a contribution toward construction of the improvements, or the Applicant shall be required to construct the improvement(s).
- d. **Improvements Not Installed by Applicant:** In the event the Township determines the Applicant shall pay to the Township the full amount of the Applicant's pro-rata share of the off-tract improvement(s) as determined by the Township, the monies shall be used only for the improvement or purposes for which they were paid. The Applicant shall be entitled to reimbursement of any unused portion of the contribution, based upon actual construction costs.

The pro-rata schedule shall be subject to change, in the event that additional properties which will utilize the facilities are included into the sewer service area, or as other pertinent information becomes available in the future. The Developer's contribution would then be adjusted accordingly. In no case would the Developer be required to pay additional fees, subsequent to execution of an agreement.

Interest earnings on the fee shall be retained by the Township. If work on the off- tract improvements is not started within ten years of the filing of the final subdivision plat, the contribution (with accrued interest) shall be returned to the Applicant.

- e. Construction by the Applicant of Off-Tract Improvements: In the event it is determined the Applicant is required to construct off-tract improvements and the Township determines that undeveloped properties outside the Applicant's development will benefit from the improvements constructed by the Applicant, the Township shall enter into a developer's agreement with the applicant to require reimbursement for those proportionate shares of the costs of said off-tract improvements. Said amounts, remitted to the Township shall be based upon the Applicant's actual certified construction costs.
  - f. Performance Guarantee: In the event it is determined the Applicant shall construct off-tract improvements, the Applicant shall be required to post a Performance Guarantee to ensure the fulfillment of the terms of the agreement to construct the facilities required.
4. Developer's Agreement

Prior to approval for the construction of any sewerage facilities to serve the development, the Applicant shall enter into a developer's agreement with the Township, which shall include provisions regarding the payment of the off-tract improvement fees, or construction of off-tract improvements as well as the general conditions for acceptance of the project.

## **SECTION III INDUSTRIAL WASTES AND PROHIBITED WASTES**

### **A. Certain Liquid and Solid Matter Prohibited**

No person shall discharge or permit to be discharged into the sewer system or any part thereof:

1. Storm water, either from street or gutter inlets or from roof or other rainwater connections, surface or subsurface water, exhaust steam, sump pumps, water from air conditioning, cooling or refrigeration, or any other unpolluted drainage; or
2. Paints, lacquers, oils, tar, grease, gasoline, benzene or other combustible gases and liquids, offal or insoluble solids of any kind, chemicals or other substances which would impair, impede, affect, interfere with or endanger the sewer system or any part thereof, in any manner whatsoever or the functioning of the sewage treatment plant.
3. No person shall construct or permit to be constructed any apparatus which is intended for or shall render possible the entry of such prohibited matter into the sewer system or any part thereof.
4. All connections for garages or vehicle maintenance areas or other buildings in which grease or oil is handled or used as a waste, must be equipped with a suitable mechanism to trap and collect all such oils and greases. Wastewater from floor drains serving vehicle maintenance or service, manufacturing, or chemical handling facilities is prohibited from discharge to the Hamilton Township Department of Water Pollution Control Facility.
5. No garbage grinder/disposal units shall be permitted to discharge to the sanitary sewerage system. All existing garbage grinder units shall be removed, upon transfer of real estate from one party to another.
6. Any trucked or hauled pollutant or septage.

### **B. Industrial Waste, Prohibited Discharge, Violation, Compliance**

1. No person shall discharge or permit to be discharged into the sewer system any industrial waste which would impair, impede, affect, interfere with or endanger the sewer system, or any part thereof, or the functioning of the processes of the sewage treatment plant. No permit shall be issued for a connection, nor shall any connection be made to the sewer system for the purpose of discharging industrial waste therein until the Township and the duly constituted representative of the Township shall have first determined that such industrial waste to be discharged into the sewer system is or has been rendered, by pretreatment or otherwise, reasonably harmless and would not impair, impede, affect, interfere with or endanger the sewer system or any part thereof or the functioning of the processes of the Township of Hamilton Department of Water Pollution Control Treatment Plant. Evidence of permission to discharge industrial waste into the sewer system shall be a Non-Domestic Discharge Permit issued and approved by Hamilton Township. Such permit shall be in addition to any other permits required for connection to the sewer system.
  - a. All discharge limits must be at least equal to the Hamilton Township Department of Water Pollution Control limits. If the limits set forth in this section below are less stringent than the Hamilton limits, then the more stringent limit shall govern.
2. Except as otherwise provided in these Rules and Regulations, no permit will be issued authorizing discharge of any of the following described waste or waters into the sewer system;
  - a. Any wastewater having a temperature which will inhibit biological activity in the treatment plant, but in no case shall wastewater with a temperature at the introduction into the system which exceeds 104°F be discharged into the system.
  - b. Any water or waste containing more than fifty (50) ppm by weight of fats, oils or grease.

- c. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be sufficient, either alone or by interaction with other substances, to cause force or explosions or be injurious in any other way to the system or to the employees of the Township. At no time shall the successive readings on an explosion hazard meter at the point of discharge into the system (or at any point in the system) be more than five percent (5%), nor any single reading over ten percent (10%) of the Lower Explosive Limit (LEL) of the meter. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, hydrides, sulfides, and any other substance which Robbinsville Township, Hamilton Township, NJDEP or USEPA has classified as a fire hazard or a hazard to the system.
- d. Any noxious or malodorous gas or substance which, whether singly or by interaction with other wastes, shall be capable of creating a public nuisance or hazard to life or of preventing entry into any sewer or the sewage treatment plant for maintenance and repair.
- e. Any waters or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases or develop color of undesirable intensity, or form suspended solids in objectionable concentration, or create any other condition deleterious to structures and treatment processes.
- f. Solid or viscous substances which may cause obstruction to the flow in a sewer or other interference with or damage to the operation of the system, including, but not limited to: grease, garbage with particles greater than one-half inch (½") in any dimension, animal guts or tissues, paunch manure, bones, hair, hides, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud, glass grinding, polishing wastes, ashes, cinders, sand, thread, fibers, feathers, rags or butcher's offal.
- g. Any wastewater having a pH level less than 6.0 or greater than 9.0 or any wastewater having any other corrosive property capable of causing damage or injury to the system or personnel of the Township.
- h. Any water or waste having any corrosive property capable of causing damage or hazard to structures or equipment of the sewer system or the sewage treatment plant or to personnel engaged in operation and maintenance thereof.
- i. Any water or waste containing any toxic or poisonous substance in quantity sufficient to constitute a hazard to humans or animals or to interfere with the biochemical processes of the sewage treatment plant or that will pass through the sewage treatment plant in such condition so that it will exceed State, Federal or other validly existing requirements for the receiving stream. Toxic wastes shall include, but not by way of limitation, wastes containing the following average quantities:

Iron as Fe	5 parts per million
Chromium as Cr	5 parts per million
Nickel as Ni	1 part per million
Copper as Cu	1 part per million
Cadmium as Cd	3 parts per million
Zinc as Zn	3 parts per million

At no time, shall the hourly concentration exceed three (3) times the average concentration, and with contributions from individual establishments subject to control in volume and concentration by the Engineer.

- j. Any cyanides in excess of two (2) parts per million by weight as CN in the wastes from any outlet into the public sewers.
- k. Any water or wastes containing the discharge of strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not.



4. The duly constituted representatives of the Township shall have access at all reasonable times to all plants and buildings from which industrial waste is being discharged into the sewer system for the purpose of determining whether any of the provisions of these Rules and Regulations are being violated. In the event of any violation of this Article, the Township as Agent of the Hamilton Township and in its name and to its use, shall have the right to compel the discontinuance of the discharge of such industrial waste, including but not by way of limiting the foregoing, the right to close or disconnect any building sewer used for such discharge.
5. All facilities provided by any owners or improved property for preliminary treatment or handling of industrial wastes shall be maintained in satisfactory operating condition at the expense of the owner and shall be accessible to authorized representatives of the Township and Hamilton Township at all reasonable times for inspection and testing.

#### **C. Required Control Manhole**

When required by the Township, the owner of any service charge unit which shall discharge industrial waste into the sewer system shall install a suitable control manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be accessible and safely located and shall be constructed in accordance with the plans approved by the Township. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

#### **D. Rights of Inspection, Testing, etc.**

The duly authorized representatives of the Township and Hamilton Township shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of this section.

#### **E. Required Notice of Change in Industrial Wastes**

Any industrial user which is connected to the sewer system, and is discharging industrial wastes thereto, and shall change its methods of operation so as to alter the type of wastes previously discharged, shall notify the Township ten (10) days previous to such change, so that the Township representatives can sample the waste immediately after the change takes place and determine whether or not the new waste is injurious to the sewer system. The cost of sampling and testing shall be borne by the user.

#### **F. Violations**

When the Township determines that a user is contributing any of the above substances to the system, the Township shall notify the user and the user shall 1) immediately cease and desist from discharging the substance into the system; 2) submit a written report within fifteen (15) days to the Township and the Hamilton Township Department of Water Pollution Control Facility indicating why or how the substance was discharged into the system and describing the corrective action to be taken by the user to prevent the future discharge of the substance into the system; and 3) pay to the Township any cost incurred by the Township as a result of the discharge of the substance, including but not limited to reimbursement for costs of detection and payment of any damages caused by the discharge. In the event that the Township determines that future discharges cannot be adequately prevented by the user, the Township reserves the right to terminate sewerage service to the user until the user is able to demonstrate that preventative measures can and will be taken that shall prevent the discharge of the substance in the future. Nothing contained herein shall limit the right of the Township to seek any remedy that it may have at law or equity to impose penalties pursuant to these Rules and Regulations.

#### **G. More Stringent Requirements**

In the event that NJDEP, USEPA, or Hamilton Township Department of Water Pollution Control imposes more stringent limitations or requirements for wastewater discharges than are contained in these regulations, the more stringent limitation or requirement shall prevail and shall be complied with by the user. In the event that

these regulations are more stringent than the limitations or requirements imposed by NJDEP, USEPA, or Hamilton Township, then these regulations shall prevail and shall be complied with by the user.

#### **H. Dilution Prohibited**

No user shall ever increase the use of the process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate treatment or pretreatment to achieve compliance with the limitations contained in Federal or State regulations or in these regulations.

#### **I. Accidental Discharge**

1. Each user shall provide protection from accidental discharge of prohibited materials or other substances regulated by these regulations. Facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the user's own cost and expense. In the case of an accidental discharge, it shall be the responsibility of the user to immediately telephone and notify the Township of the incident. The user shall contact the Township at (609) 259-0422. If unable to contact the Township directly, the user shall notify the Robbinsville Township Police Department at (609) 259-3900. The notification shall include locale of discharge, type of waste, concentration and volume and corrective actions. The user shall confirm the notification in writing, via certified mail, within twenty-four (24) hours of the incident.
  - a. The user shall also notify the Hamilton Township Department of Water Pollution Control of the discharge at (609) 581-4140 or (609) 581-4141.
2. In the event of an accidental discharge, the Township shall notify the user and the user shall 1) immediately cease and desist from discharging the substance into the system; 2) submit a written report within fifteen (15) days to the Township and the Hamilton Township Department of Water Pollution Control indicating why or how the substance was discharged into the system and describing the corrective action to be taken by the user to prevent the future discharge of the substance into the system; and 3) pay to the Township any cost incurred by the Township as a result of the discharge of the substance, including but not limited to reimbursement for costs of detection and payment of any damages caused by the discharge. In the event that the Township determines that future discharges cannot be adequately prevented by the user, the Township reserves the right to terminate sewerage service to the user until the user is able to demonstrate that preventative measures can and will be taken that shall prevent the discharge of the substance in the future. Nothing contained herein shall limit the right of the Township to seek any remedy that it may have at law or equity or to impose penalties pursuant to these Rules and Regulations.



## **SECTION IV RESIDENTIAL SERVICE CONNECTIONS**

### **A. General**

1. Applications for Residential Sanitary Sewer Service may be approved by the Township Engineer. The Township's representative may issue connection permits, upon receipt of authorization by the approving party.
2. The issuance of a Connection Permit shall be a prerequisite to the issuance of a Building Permit.
3. The issuance of a Use Permit shall be a prerequisite to the issuance of a Certificate of Occupancy.
4. No Use Permit shall be issued for operation of any connection which has not been inspected and approved by the Township Engineer or the Township's representative.
5. If the connection will service a multi-unit building, all fees shall be paid for each individual unit. Each unit shall be served by its own lateral, except for units which have received required approvals for common connections.
6. A Residential Application for Sanitary Sewer Service approval granted by the Township shall be valid for a period of one year from the date of approval. At its sole discretion, the Township may grant one-year extensions of approvals when requested by the Applicant.

### **B. Procedure**

1. The applicant shall obtain all necessary approvals for construction of any proposed structures, from local, State and/or Federal agencies.
2. The applicant shall obtain the services of a licensed plumber and/or contractor who regularly engages in the profession of water and sewer utility construction.
3. A complete application signed by the applicant, shall be submitted with the appropriate resolution(s) and a sketch detailing the proposed connection to the sanitary sewer main including as necessary (plan, profile and detail. One application shall be filled out for each building structure.
4. For applications submitted that are not in conjunction with a Land Use application, refer to Section VIII "Fees, Rates, Guarantees and Billings", Subsections A through F for fees and additional requirements.
5. The application shall be reviewed by the Township Engineer for approval or denial. Upon issuance of a Connection Permit, the applicant may obtain a Building Permit from the Construction Official. The applicant may proceed with the construction of the sanitary sewer construction. All work must be inspected and approved by a representative of the Township.
6. The applicant shall request issuance of a Use Permit. An as-built sketch of the connection shall be submitted to the Township Engineer, showing all pertinent information (including: point of connection to main, inspection riser location, horizontal distances to permanent above-ground features, materials, etc.).
7. Upon issuance of the Use Permit, the Applicant may obtain a Certificate of Occupancy Permit from the Construction Official. Regular billing for sewer service charges will commence upon issuance of the Certificate of Occupancy.

## **SECTION V NON-RESIDENTIAL SERVICE CONNECTIONS**

### **A. General**

1. Applications for Non-Residential Sanitary Sewer Service may be approved by the Township Engineer. The Township's representative may issue connection permits, upon receipt of authorization by the approving party.
2. The issuance of a Connection Permit shall be a prerequisite to the issuance of a Building Permit.
3. The issuance of a Use Permit shall be a prerequisite to the issuance of a Certificate of Occupancy.
4. No Use Permit shall be issued for operation of any connection which has not been inspected and approved by the Township Engineer or the Township's representative.
5. A Non-Residential Application for Sanitary Sewer Service approval granted by the Township shall be valid for a period of one year from the date of approval. At its sole discretion, the Township may grant one-year extensions of approvals when requested by the Applicant.

### **B. Procedure**

1. The Applicant shall obtain all necessary approvals for construction of any proposed structures, from local, State and/or Federal agencies.
2. The applicant shall obtain the services of a licensed plumber or contractor who regularly engages in the profession of water and sewer utility construction.
3. A complete application shall be submitted (in triplicate). The application shall include: the Non-Residential Application for Sanitary Sewer Service, an executed Escrow Agreement, and a Site Plan detailing the proposed connection to the sanitary sewer main. One application shall be filled out for each building structure.
4. For applications submitted that are not in conjunction with a Land Use application, refer to Section VIII "Fees, Rates, Guarantees and Billings", Subsections A through F for fees and additional requirements.
5. Payment of fees shall be made in accordance with Section VIII Fees, Rates, Guarantees and Billings at the time of submission.
6. The application shall be reviewed for approval or disapproval by the Township Engineer, and the appropriate Connection Fee and Inspection Fee shall be determined. The basis for the quarterly Sewer Service Charges shall also be determined at this time. The Township shall establish an escrow account, to administer the disbursement of funds, for review and inspection. A Sewer Connection Permit may be issued by the Township upon approval of the application, obtaining any necessary Local/State or Federal approvals and receipt of all monies due. The applicant shall pay the Connection Fee and Inspection Fee at the time of permit issuance.
7. Upon issuance of a Sewer Connection Permit, the applicant may obtain a Building Permit from the Construction Official. The applicant may proceed with the construction of the sanitary sewer construction. All work must be inspected and approved by a representative of the Township.
8. The applicant shall request issuance of a Use Permit. An as-built sketch of the connection shall be submitted to the Township Engineer, showing all pertinent information (including: point of connection to the main, inspection riser location, horizontal distances to permanent above-ground features, materials, etc.).

9. Upon issuance of the Use Permit, the Applicant may obtain a Certificate of Occupancy Permit from the Construction Official. Regular billing for sewer service charges will commence upon issuance of the Certificate of Occupancy.

## SECTION VI SEWER EXTENSIONS (TREATMENT WORKS APPROVALS)

### A. General

#### 1. Available Capacity

The Township will endorse Treatment Works Approval applications, from time to time, for extensions to their sewer systems, with the written approval of the Township Engineer, subject to the availability of adequate capacity of the sewer system.

#### 2. Design Approval

Any person who desires to obtain any utility service from the Township in an area in which the Township does not have existing service mains or facilities may, 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. With respect to any such extension of facilities, the Township 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 Township Engineer, and shall be subject to his final inspection and approval during the course of construction and at the completion thereof.

#### 3. Ownership of Improvements

Any facilities constructed, installed or otherwise connected with the Township's system, pursuant to the provisions hereof, shall upon final approval and acceptance by the Township Engineer, become the sole and exclusive property of Robbinsville Township.

#### 4. Developer's Agreement

Any application for main or facility extensions, to serve a new subdivision, housing project, industrial development, or other organized service district, may be the subject of a private agreement between the Township and the proposed developer.

#### 5. Endorsements

Applications for sanitary sewer extensions may be endorsed by the Township after formal approval at a meeting of the Township Council, and when in complete conformance to all applicable local, State and Federal regulations.

#### 6. Maintenance of Sewers

Developer shall be solely responsible for maintenance of all installed sewers and appurtenances including restored areas until such time as all performance guarantees are released and maintenance guarantees are posted.

#### 7. Damage to Public and Private Property

- a. The developer agrees to be responsible for the preservation of all public and private property, trees and structures along and adjacent to the Project and shall use every precaution necessary to prevent damage to or injury thereto. The developer agrees to make all necessary arrangements with the respective utility prior to relocation or interruption of service.
- b. The developer agrees not to enter upon or make use of any private property along the line of the project, except where permission is secured, in writing therefore from the owner. The developer agrees to restore or repair in a manner satisfactory to the owner of such property as was damaged by those in the developer's employ during the execution of the project.

## 8. Approval to Operate

- a. Upon receipt of a favorable recommendation by its Consultant, the Township may authorize execution of the necessary NJDEP certification forms, conditioned upon receipt of the maintenance guarantees and all outstanding fees.
- b. The Township may grant approval to operate a portion of a sewer extension (for which the NJDEP has granted a Permit to Construct and Operate). In appropriate circumstances, the Township Engineer may authorize the operation of a sewer extension and issuance of Use Permits when all prerequisites set forth for such approval have been met in complete conformance with these regulations.
- c. The Township Engineer or its representative may issue connection permits prior to granting approval to operate a sewer extension. This shall not be construed as approval to discharge sewage to the sanitary sewer system.
- d. Granting of the Township 's approval to operate shall be a prerequisite to the issuance of Use Permits, which are a prerequisite to the issuance of Certificates of Occupancy. Under no circumstances shall any discharge be made to sewers which have not been inspected, tested and approved by the Township Engineer.
- e. For residential subdivisions, it shall not be necessary to file individual applications for sanitary sewer Connection Permits. A single application may be filed for several lots within a subdivision.

## 10. Pumping Stations

Sewer service to proposed developments shall be provided by a gravity collection system. Pump stations shall be permitted only if they are proposed in accordance with an infrastructure master plan as may be adopted by the Township or if they can be proven to serve a regional need. Pump stations serving only the development in which they are proposed are specifically prohibited.

## 11. Expiration of Approval

Sanitary Sewer Extension Application approvals granted by the Township shall be valid for a period of one year from the date of approval. At its sole discretion, the Township may grant one-year extensions of approvals when requested by the Applicant.

## **B. Procedure**

1. The Applicant shall obtain all necessary approvals for construction of any proposed structures, from local, State and/or Federal agencies. For any project requiring approval from the Planning Board or Zoning Board, a copy of the Resolution of approval shall be submitted with the application for extension of the sanitary sewer system.
2. The applicant shall file with the Township Engineer a complete application (in triplicate) for sanitary sewer extension and all NJDEP applications. An application shall be deemed complete or incomplete in accordance with the checklist requirements and recommendations of its consultants.
3. A complete application shall be reviewed for compliance with the Township's construction details and specifications and the policies, procedures, rules and regulations of the New Jersey Department of Environmental Protection (NJDEP). The Township shall approve or deny a "complete" application within 90 days of receipt of the same.

4. Upon approval of an application for sanitary sewer extension by the Township, the applicant shall provide all necessary NJDEP forms to the Township Engineer for endorsement. Upon signature of said applications, the applicant shall file the same with the NJDEP and any other agencies as may be required. The applicant bears all responsibility for providing to the Township Engineer the necessary NJDEP documents for signature. The Township shall not be held responsible for an application declared incomplete by or denied by the NJDEP. The applicant must solicit approvals from any and all other agencies (including Township of Hamilton) as may be required to file a complete application with NJDEP.
5. Upon receipt of approval by NJDEP the applicant shall provide the following to the Township Engineer:
  - a. One (1) copy of the NJDEP approved plan and permit. A transmittal letter shall be included, detailing any and all changes made to the plans as a result of review by the NJDEP.
  - b. A quantity estimate for all on-site and off-tract improvements. The format shall be specified on the Sanitary Sewer Extension Checklist. This estimate shall include all construction quantities for all improvements shown on the approved sewer extension plans and shall be signed, sealed, and dated by a New Jersey Licensed Professional Engineer. The Township shall establish unit prices and advise the applicant of the total required performance guarantee estimate in writing. All prior performance guarantee estimates shall be considered preliminary until the NJDEP permit has been issued.
  - c. Inspection fees in accordance with the prevailing fee schedule contained within the Township's Rules and Regulations. All prior inspection fee estimates shall be considered preliminary until the NJDEP permit has been issued.
6. Construction of all sewer extensions and appurtenances, as approved by the Township shall occur in the following manner:
  - a. Pre-construction Meeting

A pre-construction meeting shall occur with the Township Engineer, the developer and its authorized agents and contractors a minimum of 72 hour prior to beginning construction. Developer agrees that arrangement of this meeting shall be the responsibility of the developer and at the convenience of the Township Engineer. This meeting shall be arranged one week minimum prior to the date fixed for the meeting.
  - b. Construction

Construction shall proceed in accordance with the plans approved by the Township. The developer understands that all conditions cannot be anticipated in the design drawings and may require change in the field. The developer agrees that the Township Engineer reserves the right to require changes which, in their opinion, are necessary to implement the intent of the approvals granted. Any deviation from the approved plans must be approved by the Township Engineer prior to said deviation occurring. Developer shall maintain an authorized representative on site at all times during construction. This representative shall have authority to correct any deficiency noted by the Township Engineer. Failure to provide on-site representation may warrant stop work orders being issued by the Township Engineer.

## SECTION VII CONSTRUCTION STANDARDS

### A. Service Connections

1. Jurisdictional Limits
  - a. The Township shall maintain jurisdiction over the construction of sanitary sewer laterals, from the sewer main to the inspection riser. The following regulations shall govern the construction of this portion of service connections.
  - b. The Construction Official of the Township of Robbinsville shall maintain jurisdiction over the construction of building sewers, from the building to the point of connection to the lateral, at the inspection riser. Applicable building and plumbing codes shall govern the construction of this portion of service connections.
2. Where an existing lateral has been provided to serve a property, connections shall only be made at the lateral location or as approved by the Township Engineer. No person shall make a connection directly to or tamper with a sewer in any manner, in such cases without approval of the Township Engineer.
3. Where an existing lateral has been provided to serve a property, the invert of a building sewer at the point of connection to a lateral shall be at the same or higher elevation than the invert of the lateral. A smooth, neat joint shall be made and the connection of a building sewer to a lateral shall be made secure and watertight. Special fittings for connection of a building sewer to a lateral may be used only after written approval of the Township Engineer has been secured.
4. Except as otherwise provided in these regulations, each connection unit on each improved property shall be connected separately and independently with a sewer through a building sewer. Grouping of more than one connection unit on one building sewer shall not be permitted, except under special circumstances and for good sanitary reasons or other good cause shown, and then only after special permission of the Township, in writing, shall have been secured.
5. The connection of a lateral to a manhole is prohibited. All connections shall be made directly to the sewer main, through the use of wye fittings (for new construction) or saddle-type fittings (for connection to existing mains, where no lateral has been previously provided). Saddle-type fittings shall be Geneco, or approved equal.
6. Size and Slope of Pipe
  - a. All elevations and slopes shall be indicated in reference to an established benchmark, as approved by the Township Engineer.
  - b. Building sewers and laterals shall be no less than six inches (6") in diameter for each connection. For connections with low flows, four inch (4") diameter building sewers and laterals may be utilized, subject to the review and approval of the Township Engineer. The slope of grade of a building sewer or lateral when the inside diameter is six inches (6") or more, shall be no less than one-eighth inch (1/8") per foot of length and shall be downward in the direction of the flow. The slope of grade of a building sewer or lateral when the inside diameter is four inches (4"), shall be no less than one-quarter inch (1/4") per foot of length. Slopes less than that specified may be permitted for larger pipe diameters, with the approval of the Township Engineer.
7. Materials: Pipe used in a building sewer or lateral shall be one of the following types:
  - a. Cast Iron Soil Pipe - extra heavy
  - b. P.V.C. Pipe - SDR-26.
  - c. Ductile Iron (Class 52)

## 8. Separate Trench

- a. No sewer service lateral shall be laid in the same trench with any water service pipe, gas pipe, electrical service, or any other facility of any utility company, nor within three feet (3') of any open excavation, vault or meter pit, nor shall the location be in conflict with any sidewalk or driveway running at right angles to the front of the building.
- b. Except as permitted below, the underground water service pipe and the sanitary lateral shall be not less than ten feet (10') apart horizontally and shall be separated by undisturbed or compacted earth.
  - i. The bottom of the water service pipe at all points shall be at least eighteen inches (18") above the top of the sewer line at its highest point.
  - ii. The number of joints in the water service pipe shall be kept to a minimum.
  - iii. The materials and joints of sewer and water service pipe shall be installed in such manner and shall possess the necessary strength and durability to prevent the escape of solids, liquids and gases therefrom under all known adverse conditions such as corrosion, strains due to temperature changes, settlement, vibrations and superimposed loads.

## 9. Bearing and Support

- a. Uniform bearing and proper support shall be provided along the entire length of a building sewer and lateral.

## 10. Abandonment of Septic System

- a. Where an improved property, at the time of securing a Sewer Connection Permit to connect to a sewer, is served by its own sewage disposal system or device, the existing house sewer line shall be cut on the inlet side of such sewage disposal system or device and attachment shall be made, with proper fittings, to continue such house sewer line, as a building sewer, undiminished in inside diameter, but not less than those diameters specified in these regulations to the lateral.

## 11. Fittings

- a. Fittings in a building sewer shall conform to the type of pipe used in construction.

## 12. Changes in Alignment/Slope

- a. Changes in alignment and/or slope in a building sewer or lateral must be made by use of a "Y" with a cleanout riser to the ground surface.

## 13. Joints

- a. All joints in piping shall be watertight. No cement mortar joints shall be used.
- b. Joints in a building sewer shall be watertight and shall conform to the type of pipe used in construction.

## 14. Cleanouts

- a. Cleanouts shall be installed for each building sewer in accordance with the prevailing plumbing code requirements or at seventy-five foot (75') intervals, the more restrictive applying, in order to permit complete rodding with a one hundred foot (100') long auger or tape. Cleanouts shall be constructed by using a tee-wye fitting in the run of the pipe with a forty-five degree (45°) bend and riser to the ground surface. The riser pipe must be provided with a standard four-inch (4") screw type ferrule.



- b. Cleanouts shall be prohibited from being located in driveways and sidewalk areas, without written approval of the Township Engineer. Cleanout construction shall conform to the Township's standard detail.

#### 15. Inspection Risers

- a. Inspection risers shall be placed between the curb line and the property line or in an area within the right-of-way designated by the Township Engineer. The inspection riser shall be constructed by using a sanitary tee fitting in the run of pipe and riser to the ground surface. An unobstructed view to the lateral invert shall be provided. The riser pipe must be provided with a standard four inch (4") screw type ferrule.
- b. Inspection risers shall not be located in driveway or sidewalk areas without written approval of the Township Engineer. Inspection risers shall be protected by covers which shall conform to requirements for cleanout construction and the Township's standard detail.

#### 16. Construction Inspection

- a. At all times prior to and during the installation of building sewers, the materials, construction and method of installation shall be subject to the observation of the Township Engineer or his designated representative. The Township Engineer or representative shall observe all testing of a building sewer and/or lateral. All equipment and materials required for testing shall be furnished by the owner of the improved property to be connected to a sewer. The cost of inspection shall be borne by the owner.
- b. No building sewer shall be covered until it has been inspected, tested (as provided in these regulations) and approved. If any part of a building sewer is covered before being inspected, tested and approved, it shall be uncovered for inspection and tested at the expense of the owner of the improved property to be connected to a sewer.

#### 17. Testing of Service Connections

- a. Every building sewer and lateral shall be tested by filling the same with water, completely, so that every section shall be tested with not less than a ten foot (10') head of water. Water shall be kept in the building sewer for fifteen (15) minutes before inspection starts. If any leakage is observed, the installation shall not be approved. In the event a building sewer is not approved by the Township, a further test or tests shall be made following completion of necessary corrections. The applicant may be charged a fee by the Township to recover the cost of the additional inspection observation of each test subsequent to the initial test.
- b. Whenever the Township has reason to believe any building sewer (or lateral) has become defective, such building sewer shall be subject to test and inspection. Defects found upon such test and inspection, if any, shall be corrected as required by the Township, in writing, at the expense of the owner of the improved property served through such building sewer. All repairs, alterations or additions to any building sewer shall be made in accordance with these Rules and Regulations.

#### 18. Safety

- a. Every excavation for a building sewer shall be guarded adequately with steel plates, barrels, barricades, lights, etc. to protect all persons from damage and injury. All work shall be performed in accordance with applicable Federal, State and local ordinances and regulations.

#### 19. Restoration

- a. Streets, sidewalks and other public property disturbed in the course of installation of a building sewer, shall be restored at the expense of the applicant, developer, and/or constructor being connected, in a manner satisfactory to the Township.

## 20. Regulatory Compliance

- a. After any section of the sewer system is constructed and deemed by the Township shall have been completed after all units required to be connected to such section shall have been so connected and such system shall be in operation, the owner of each additional unit thereafter connected to such system shall comply, with respect to such connection, with the provisions of these regulations currently in effect. All repairs, alterations and additions to any building sewer shall be made in accordance with the Township's Rules and Regulations in effect at the time.

## 21. Prerequisites for Connection

- a. No person shall make, or cause to be made, a connection of any improved property with a sewer until such person shall have fulfilled each of the following conditions:
  - i. Prior to the submission of an application for sewer service, it is the responsibility of the installer/contractor to inspect and examine all laterals, pipes and fixtures on the owner's property in order to determine whether they are in good condition and built with appropriate material. Application for new or renewal of service shall constitute a representation by the owner that an inspection has been made and that the appurtenances have been found to be in good condition. The Township shall not be liable for any accident, breaks, leakage or damage arising in any way in connection fixtures of the customer since these are the responsibility of the customer to protect.
  - ii. Such person shall have applied for and obtained a Connection Permit.
  - iii. Such person shall have given the Township Engineer at least forty-eight (48) hours notice of the time when such connection will be made so that the Township may supervise and observe the work of connection and necessary testing.
  - iv. The property shall be within the sewer service area, as previously indicated.

## 22. Replacement of Service Lateral

- a. Where the replacement of the building sewer from the main to the structure is found to be necessary, the owner will replace the service in the location as previously used unless approved otherwise by the Township Engineer.

## 23. Size and Kind of Service Line

- a. The Township shall approve the size and kind of lateral and building sewer. Laterals shall be constructed in accordance with the Township's specifications and shall be inspected and approved by the Township prior to backfilling the trench. Any construction not approved shall be immediately removed and reconstructed in an approved manner. The service lateral from the main to the building shall be furnished by the owner of the property and shall be installed by a licensed plumber and/or contractor who regularly engages in the profession of water and sewer utility construction. The use of vents on any portion of the service lateral which would permit the entrance of surface or stormwater is prohibited. A curb side inspection riser of approved type, and protected from damage, is required.
- b. Service laterals to any unit other than single-family residential homes shall be installed to conform to detailed plans and specifications submitted to the Township Engineer by the applicant, and only after review and approval of those plans and specifications by the Township and all other oversight agencies including, but not limited to, Robbinsville Township, the Township of Hamilton and the State of New Jersey.

## **B. Sanitary Sewer Mains**

### 1. Required Approvals

- a. Sanitary sewer mains shall be designed and constructed in accordance with the NJDEP'S rules and regulations and the requirements of the New Jersey Administrative Code (latest revision).
- b. Sanitary sewer mains shall be constructed in accordance with plans and specifications prepared by a New Jersey Licensed Professional Engineer, and approved by the Township Engineer and all other appropriate regulatory agencies.
- c. Sanitary sewer mains shall be constructed in accordance with the requirements of an NJDEP Treatment Works Approval (TWA), issued specifically for the project in question.

### 2. Facilities Access

- a. Vehicular and equipment access shall be provided to all proposed sanitary sewerage facilities, including all manholes located in easement areas. Access shall be provided in means acceptable to the Township Engineer.

### 3. Force Mains

- a. All pumping station force mains shall be ductile iron pipes and shall be traceable, utilizing standard magnetometer metal detecting devices.

### 4. Shop Drawing Submittals

- a. The developer shall submit six (6) copies of shop drawings for all sanitary sewer appurtenances (pipe, manholes, connectors, fittings, gaskets, etc.) at least two weeks prior to the pre-construction meeting. Shop drawing submittals shall clearly indicate the items to be used in construction of the sanitary sewer system and the manufacturer of the products. All materials shall be of an American manufacturer.

### 5. Isolation from Existing Sewer System

- a. Before any new sewer installation is started, a minimum of two (2) plugs shall be installed at locations to be specified by the Township's representative. These plugs shall remain in place until the portion of the system under construction has received formal approval for operation from the Township.

### 6. Acceptance of Improvements.

#### a. Completion Deadline

- i. The developer shall be responsible for providing and/or performing tests and inspections as described herein, as a condition of the Township's acceptance of any sewers and or appurtenances constructed.
- ii. No sewer main shall be placed into operation without the prior approval of the Township Engineer. No request for operation of any portion of a sewer extension shall be accepted until all testing, inspection and submission of as-built plans have been completed and accepted by the Township Engineer.

#### b. Request for Approval to Operate

- i. The developer shall submit a written request to the Township Engineer for approval to operate a sewer system, or portion thereof. The request shall contain a statement that all required testing has been witnessed by a representative of the Township and satisfactorily completed in accordance

with these regulations, and shall provide a detailed listing of all sewer mains for which approval to operate is being sought. The listing shall identify each sewer main by the manhole numbers at each end. The Township Engineer will review the request and recommend issuance of a Sewer Use Permit.

c. Testing and Inspection

- i. Upon completion of sanitary sewer construction, the following shall be performed:
  1. Sewer cleaning
  2. TV Inspection
  3. Air-Test
  4. Deflection/Deformation Test
  5. As-Built Plans
  6. Manhole Leakage Test
- ii. The Township Engineer may approve the operation of sewer mains upon satisfactory completion of the items listed above.
- iii. Upon completion of stabilized base course paving and utility trench work within the right-of-way (electric, telephone, cable television and natural gas), a joint visual inspection by the Developer and Township personnel shall be conducted to ensure that no damage to the wastewater collection system has occurred.
- iv. The Township reserves the right to require retesting and/or repair of any portion of the collection system, as deemed necessary by the Township Engineer. All testing and retesting shall be at the developer's expense. The developer shall also be responsible for repairs or maintenance expenses associated with affected on-site, off-site or off-tract downstream facilities (e.g., removal of silt or construction debris, costs for treatment of extraneous flows, etc.).

d. Sewer Cleaning

- i. Hi-pressure hydraulic cleaning and/or flushing of all improvements installed, and any affected downstream facilities, shall be required. All debris/sediment, etc. shall be removed at each manhole and connection to existing systems.

e. TV Inspection

Closed-circuit television inspection of sanitary sewers shall conform to the following requirements:

- i. The TV camera shall be specifically designed for sewer inspection, with its own light source suitable to provide a clear picture of the entire periphery of the pipe. The camera shall not be pulled by means of a water jetting nozzle. The camera shall have pan and tilt capability for viewing the lateral connections.
- ii. One (1) copy of color video recordings, with audio log superimposed on the visual log, shall be submitted to the Township Engineer at no cost, and shall be accompanied by one (1) copy of a legible log. The video recording and case shall be labeled clearly, indicating the project name, date and sewers inspected. The label shall correspond to the log sheet.
- iii. The audio log and written log shall contain the following information (as a minimum): subdivision name; phase of development; TV inspection firm and crew chief's name; name of the Township representative; date; manhole to manhole designation; direction of camera; type of pipe; type of joints; joint spacing; cleanliness; manhole conditions; pipe conditions; section length; pipe size; depth of pipe; clarity of flow; continuous distance measurement; and location of all connections to the sewer main.
- iv. All TV inspection work shall be witnessed by a representative of the Township.
- v. Photographs of the television picture shall be provided, at no expense to the Township, of any portion of the inspection where requested by the Township's representative.

- vi. TV inspection work shall immediately follow sewer cleaning operations, such that the highest quality inspection can be made. Water used during cleaning shall be allowed to drain by natural gravity flow.
- f. Air Testing
  - i. Air testing shall be performed in accordance with the Uni-Bell PVC Pipe Association's "Recommended Practice for Low-Pressure Air Testing of Installed Sewer Pipe", latest edition.

g. Deflection/Deformation Test

- i. A rigid mandrel shall be hand-pulled through the PVC sewer main being tested.
- ii. The mandrel shall be capable of detecting deflections and/or deformations of 7½ %. The minimum overall diameter for the mandrel used shall be as follows:

Pipe Size	Mandrel Diameter
8"	7.09"
10"	8.84"
12"	10.81"
15"	12.88"

- iii. Any sewer mains with deviations in alignment or slope exceeding this amount shall not be approved for operation by the Township.
- iv. Where practical, the mandrel test shall be performed at least thirty (30) days after installation of the sewer main.

h. As-Built Plans

- i. Submit to the Township two (2) sets of as-built survey drawings of all sewers and appurtenances constructed, signed and sealed by a New Jersey Licensed Land Surveyor, for review and approval. Submit one (1), mylar copy and electronic files in AutoCAD format of the approved as-built surveys for the Township's records.
- ii. Final as-built plans shall be submitted, subsequent to completion of dwelling foundations. The as-built plans shall indicate horizontal alignment, manhole numbers, manhole invert in/out elevations, wye fitting locations, pipe material size and slope, lateral piping connection to the main and easement locations (as applicable). Inspection riser locations shall be indicated by two (2) horizontal offset distances from permanent aboveground features. Acceptable features for offsets include items such as manholes, storm sewer inlets, fire hydrants, building foundations, etc. Features such as trees, utility poles and the like are not acceptable for this purpose. A mylar copy and sealed blueprints of final as-built plans shall be submitted.
- iii. Where, due to a temporary lack of sufficient above-ground features at the time in question, it is not possible to indicate inspection riser locations utilizing offset distances of approximately 100 feet or less, preliminary as-built plans may be submitted. Two (2) sets of plans shall be submitted indicating manhole locations, wye connection locations, and pipe inverts, lengths and slopes. The plans shall be clearly marked "preliminary as-builts." The Township may grant approval for operation based upon preliminary as-built plans. When development of the site has progressed such that inspection risers can be adequately located, final as-built surveys shall be submitted as indicated above.

i. Manhole Leakage Test

- i. Manhole testing may be performed by exfiltration testing or vacuum testing. Where groundwater is present above the pipe invert, no visible or detectable leakage of water into the manhole shall be permitted.
- ii. Exfiltration Testing
  - 1. The manhole shall be completely plugged (brace all plugs) and filled with water and allowed to stand for two (2) hours prior to any reading, in order to permit absorption by the manhole.
  - 2. After two (2) hours, a reading shall be taken and the manhole allowed to stand for 24 hours.
  - 3. The drop in water level after 24 hours shall be noted.
  - 4. Leakage in any manhole, regardless of depth, shall not exceed 5 gallons per 24 hours.
- iii. Vacuum Testing
  - 1. All pipes entering the manhole shall be plugged, taking care to securely brace the plug from being drawn into the manhole.
  - 2. The test head shall be placed in the manhole and the seal inflated in accordance with the manufacturer's recommendations.
  - 3. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to 9 inches. The manhole shall pass if the time is greater than 60 seconds for 48" diameter manholes, 75 seconds for 60" diameter manhole, and 90 seconds for 72" diameter manholes.
  - 4. The above test procedure shall be subject to recommendations by the test equipment manufacturer, as approved by the Township Engineer.
- j. Lamp Inspection
  - i. The contractor shall provide an adjustable mirror mounted upon an extension handle, to permit visual inspection of all sanitary sewer mains, without the need for the Township's representative to enter any manhole. An artificial source of light shall be provided at the opposite end of the sewer main in question. The light shall be of sufficient intensity to ascertain the condition of the main.
- k. Pumping Stations
  - i. Acceptance of pumping stations shall be subject to completion of a satisfactory performance test. The requirements for such testing shall be established by the Township Engineer.
- l. Connection to Structures
  - i. No connection of sanitary sewer laterals to the interior plumbing system of any building shall be permitted prior to granting of approval to operate by the Township.

**C. Grease Traps – Sizing, Installation, Maintenance and Testing**

- 1. Description. The purpose of an interior grease interceptor (IGI) or an exterior grease interceptor (EGI) is to remove grease or oil from the influent prior to discharge to the sanitary sewer. Interceptors serve as small flotation chambers where grease float to the water surface and is retained while the clearer water underneath is discharged. Interceptors may also serve as grease recovery systems which operate by heating the waste, liquefying the grease and skimming the grease off the top into a receptacle. The use of the term “interceptor” is interchangeable with the use of the word “trap”.

2. Commercial and Industrial Customers. All restaurants, cafeterias, institutional kitchens and other installations having facilities for the preparation and serving of food in quantity, and gas stations, auto maintenance garages and car washes where, in the opinion of the Township Engineer and the Township Health Officer, the potential for discharge of grease and oils into the sanitary sewer system exists, shall be required to install a grease interceptor. Requirements for a grease trap may be waived if, in the opinion of the Plumbing Subcode Official and Township Health Officer, minimal or no grease will be generated.

3. Location of Grease Interceptor

- a. The grease trap shall be installed in a separate line serving that part of the plumbing system into which the grease will be discharged. The grease trap shall be located close to the source of the wastewater, where the wastewater is still hot, to facilitate separation. Grease traps shall be located, designed and constructed in a manner that will permit easy access and cleaning.
- b. . In general, all grease interceptors shall be designed for exterior installation and shall be of sufficient capacity to service those grease generating fixtures connected thereto. Wastes other than those requiring separation shall not be discharged into any interceptor.
- c. Grease traps shall be installed in each line servicing fixtures into which grease will be discharged. The interceptor shall be located, designed and constructed in a manner that will permit easy access and cleaning. Grease interceptors shall be located outside of the establishment whenever possible.
- d. Any new commercial or industrial customer, as defined above, will be required to install an EGI unless:
  - i. The customer can demonstrate to the satisfaction of the Township Health Officer the quantity of grease discharge does not warrant an EGI based on minimal discharge projections; or
  - ii. The operation of an EGI would not be effective in the opinion of the Township Health Officer due to the potential location of the facility.
  - iii. In either case, an internal grease interceptor shall be provided.
- e. Any existing commercial or industrial customer, as defined above, operating without a grease interceptor receptacle of any type, will be required to install a grease interceptor, in an exterior location as stipulated herein. Interior facilities will be considered based on the conditions stipulated above.

4. Interceptor Construction Features

- a. The minimum requirements for exterior interceptor construction, materials and foundations for interceptors, the same as those required for grease removal pretreatment units, as prescribed in the NJ Standards For Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A-8.1.
- b. Restaurants. The following equations shall be used to determine the minimum size required for grease traps serving restaurants:

$$Q = (D) \times (HR/2) \times (12.5) \times (LF), \text{ where}$$

Q = size of grease trap in gallons;

D = number of seats in dining area;

HR = number of hours open per day; and

LF = loading factor depending on restaurant location:

1.25 for interstate freeways;

1.0 for other freeways;

1.0 for recreation areas;

0.8 for main highways;

0.5 for other highways.

- c. Cafeterias, Hospitals, Nursing Homes, and other Institutional Kitchens. The following equations shall be used to determine the minimum size required for grease traps serving cafeterias, hospitals, nursing homes, and other institutional kitchens:

$$Q = (M) \times (11.25) \times (LF), \text{ where:}$$

Q = size of grease trap, gallons;

M = total number of meals served per day; and

LF = loading factor depending on type of facilities present:

1.0 with dishwashing;

0.5 without dishwashing.

- d. In no case shall a grease trap serving a restaurant, cafeteria or institutional kitchen be smaller than 750 gallons in capacity.
- e. The minimum requirements for construction, materials and foundations of grease traps shall be the same as those required for septic tanks, as prescribed in N.J.A.C. 7:9A-8.2.
- f. The inlet and outlet of the grease trap shall be provided with "T" baffles extending to a depth of 12 inches above the tank floor and well above the liquid level.
- g. To facilitate maintenance, manholes extending to finished grade shall be provided. Covers shall be of gas-tight construction and shall be designed to withstand expected loads and prevent access by children.
- h. Grease removal components must be equipped with audio and visual alarms to identify when the storage capacity of the system has reached 75 percent. When the storage capacity reaches 75 percent, the operator of the system shall take immediate steps to maintain effluent criteria by ensuring that grease is removed from the system. Disposal of grease must be in compliance with all local, State and Federal requirements.
- i. The inlet and outlet lines to a retention facility shall have cleanouts that extend to finished grade; and all plugs should be brass countersunk at grade.
- j. In those cases where interior grease interceptor (IGI) facilities are allowed, as stipulated in this Section, the unit shall meet the guidelines set forth by the guidelines set forth by the Plumbing & Drainage Institute (PDI). The design and installation shall be reviewed and approved by the Township Plumbing Subcode Official.
- k. Where automobiles are serviced, greased, repaired, washed or where gasoline is dispensed, separators shall have a minimum capacity of six (6) cubic feet for the first 100 square feet of area to be drained plus one (1) cubic foot for each additional 100 square feet to be drained into the separator. Oil separators shall have a depth of not less than two (2) feet below the invert of the discharge drain. The outlet opening of the separator shall have not less than an 18-inch water seal.
- i. Grease collected from a grease interceptor must not be introduced into any drainage piping, public or private sewer.
  - ii. No grease interceptor, interior or exterior, shall have any enzyme or other opening for similar chemicals, nor shall it use automatic or manual solvent dispensers.
  - iii. Grease interceptors and separators must be maintained in efficient operating condition by the periodic removal of accumulated grease. Evidence of proper removal and disposal will be required.



5. Maintenance. To insure effective operation, grease interceptors will be located close to the wastewater source and cleaned at or before the receptacle reaches 75.0 percent of the grease-retention capacity but no less than every three months. The operator of a grease interceptor shall keep a logbook for inspection by all agencies having jurisdiction detailing all maintenance actions and evidence of proper disposal from the disposal services cleaning the retention receptacle.
  - a. Cleaning shall be performed in a manner that does not discharge grease to the sewer main. Cleaning of sewer lines of grease buildup shall include removal of grease from the sewerage system.
  - b. Pre-Existing Grease Interceptor Facilities. Pre-Existing: For any commercial or industrial facilities that are found to have grease interceptor systems which are inadequate in accordance with this Section, or where a sewer blockage has occurred or is occurring due to a failing system, and which are connected to the Township's sanitary sewer system, and/or are in the process of changing owners, leases, or renters, the fee simple owner will be required to:
    - i. Submit to an inspection of grease retention equipment by the Township to determine adequacy of system sizing;
    - ii. Update the system before the new operator can initiate business, in necessary;
    - iii. Obtain all necessary approvals and provide evidence of installation. Failure to comply will be treated as a violation in accordance with Section III of the Rules and Regulations.
6. Failing Systems. Any commercial or industrial facility that is currently operating a grease retention system and experiences a blockage due to a failing system, will be required to:
  - a. Refund the Township for any service-related activity required to remove the blockage; and
  - b. If the current system is found to be undersized or otherwise inadequate, upgrade the system within a specified time period agreed to between the fee simple owner and the Township.
  - c. Failure to comply will be treated as a violation in accordance with Section III of the WTMUA's Rules and Regulations.
7. Retrofitting. Any commercial or industrial facility that is found to be generating grease and operating without a grease interceptor system, even though there has been no history of blockages from their location, shall be required to install a grease retention facility within a specified time period agreed to between the fee simple owner of the property and the Township.
8. Termination of Curtailment of Service. In cases where grease interceptor systems are found to be inadequate due to undersizing, where blockages have occurred more than once, or where the systems are not in place, the Township shall have the option to discontinue or curtail water/sewer service to the responsible establishment. Following reasonable notice of discontinuance or curtailment of service for failure to eliminate any impermissible discharge, and until such time that an inspection by the Township determines the installation or completion of repairs to the grease interceptor system is satisfactory using the flow parameters outlined in this Section, the Township may not renew sewer service. Failure to comply will be treated as violation in accordance with Section III of the Rules and Regulations.

**SECTION VIII FEES, RATES, GUARANTEES AND BILLING**

**A. Application Fees**

1. The following fees shall be due upon the filing of an application for sanitary sewerage service (these fees are applicable when the application is not in conjunction with a Land Use application):

<u>Description</u>	<u>Application Fee</u>
a. Individual Residence	\$50.00
b. Apartment or Condominium Development	\$250.00
c. Commercial or Industrial Facility	\$250.00
d. Residential Subdivision	\$250.00

**B. Review Fees**

1. Applications requiring technical reviews, shall be accompanied by a deposit in an amount hereinafter indicated and shall be paid by the applicant at the submission of the application. An escrow agreement shall be signed and submitted with the application. If the deposit is found to be insufficient to cover the technical review costs, the applicant shall be notified by the Township and will be required to make additional deposits as may be necessary to cover review costs. Unused review fees shall be returned to the applicant after the final review has been completed. A written request for any unused review fees shall be submitted to the Municipal Clerk. The Township Engineer, at its discretion, may require reviews by the Township solicitor, auditor or by other specialized experts.
2. The following fees shall be due upon the filing of an application for sanitary sewerage service (these fees are applicable when the application is not in conjunction with a Land Use application):

<u>Description</u>	<u>Review Fee</u>
1. Individual Residence	\$0.00
2. Apartment or Condominium Development	
a. First 40 Units (or part thereof)	\$400.00
b. 41 to 50 Units (inclusive)	\$400.00 + \$10.00 Per Unit Over 40 Units
c. 51 Units + over	\$500.00 + \$6.00 Per Unit Over 50 Units
3. Commercial or Industrial Facility	
a. Up to 4,000 s.f.	\$400.00
b. 4,001 s.f. to 10,000 s.f.	\$400.00 + \$.06/s.f. Over 4,000 s.f.
c. Over 10,000 s.f.	\$760.00 + \$.04/s.f. Over 10,000 s.f.
4. Residential Subdivision	\$400.00 + \$20.00/Lot (Including remaining lands)
5. Projects Involving Pumping Stations	add \$1000.00
6. Conceptual Approval Application	\$250.00

3. Professional Review Fees

- a. All sewer areas
  - i. The Township shall maintain an account that reflects any work billed to the Township by its engineering consultants, Attorney, or other consultants, in connection with, or related to, the planning and provision of sewerage facilities to serve any specific development(s). These costs will be apportioned amongst, and be reimbursed to the Township by, the developers of the property within the affected area.

### **C. Inspection Fees**

1. After the review and as a condition of any approvals and prior to the construction, the applicant shall post inspection fees as indicated hereinafter, to cover the cost of inspections of the improvements. The minimum escrow deposit, except in the case of an individual residence shall be \$400.00; and the maximum escrow deposit shall be five percent (5%) of the estimated cost of improvements as determined by the Township Engineer. The inspection fee for an individual residence shall be \$100.00.
2. If at any time during the inspection of the improvements it becomes evident that the escrow deposit is or will be insufficient to cover the costs, the applicant, upon notice by the Township, shall make such additional deposits in an amount to be determined by the Township Engineer, based on the estimated costs required to properly review and inspect the remaining improvements. Inspection fees, where applicable, shall be based on the Township Engineer estimate of the cost of improvements. Unused fees remaining in the escrow account after final approval shall be returned to the applicant with a complete accounting of charges made to the escrow account. A written request for any remaining inspection fees shall be submitted to the Municipal Clerk.

### **D. Performance Guarantee**

1. Except in the case of individual residences, the applicant shall provide a performance guarantee in an amount not to exceed 120 percent of the cost of installation for improvements approved by the Township Engineer for all on- and off-site improvements. The Township may require that 10% of the performance guarantee be in the form of cash, at the Township's discretion. The Township will not require more than 10% of the performance guarantee to be in the form of cash. The developer may, however, provide more than 10% of the performance guarantee in the form of cash, at his option.
2. A letter of credit shall also be an acceptable form of performance guarantee if approved by the Township and Township's Attorney and only under the following conditions:
  - a. It is irrevocable for an initial period at least one (1) year with automatic one (1) year renewals unless the bank notifies the Township by certified mail at least 90 days before the initial date of expiration or each anniversary of such date that it will not be renewed;
  - b. If the letter of credit is not renewed, the Township shall have the right to immediately draw a draft on sight if the developer's performance is not satisfactory as of that date, or to draw a draft 30 days after receipt of said notice, if after notification by the Township that the letter of credit will not be renewed, the developer fails to submit a satisfactory replacement performance guarantee; and
  - c. The developer agrees to cease and desist all such work upon receipt of notification from the Township that the letter of credit will not be renewed until such time as a satisfactory replacement performance guarantee is submitted; and
  - d. The developer shall execute any agreement(s) required by the Township's Attorney confirming the conditions set forth herein prior to the Township's acceptance of said letter of credit.

### **E. Maintenance Guarantee**

1. Upon completion of all improvements as certified by the Township Engineer, the applicant shall post maintenance guarantees for a period of two years in the amount of fifteen percent (15%) of the performance guarantee. The Township will not require that any portion of the maintenance guarantee be in the form of cash. The developer may, however, provide some or all of the maintenance guarantee in the form of cash, at his option.

## **F. Escrowed Fees and Escrow Accounts**

### **1. Administration**

Escrow fees shall be posted by the applicant in the amount specified in these Rules and Regulations. The funds so posted shall be held by the Township in an escrow account. The Township shall, from time to time, withdraw funds from this escrow account to reimburse itself for costs incurred by the Township for inspection, engineering, review, legal review or for other services provided to the applicant by the Township. In the event that the escrow fund is depleted or in deficit, the applicant shall post additional escrow funds with the Township in an amount to be set by the Township. Any funds held in the escrow account shall not bear interest for the applicant. A completed escrow agreement with the Township shall be submitted.

### **2. Unused Escrow Funds**

The applicant may request the return of any unused portion of the escrowed funds at the completion or termination of construction and after the Township has accepted all improvements, after final release of all maintenance guarantees and after the final billing by the professionals for project review. A written request for any remaining escrow funds shall be submitted to the Municipal Clerk.

### **3. Escrow Deficits**

The Township may, in its discretion, refuse to process any application or issue any permit if there is a deficit in the escrow account of any applicant.

## **G. Connection Fees**

1. Rate Schedule: Refer to the Township of Robbinsville Codebook Section §109-12.B for sewer connection fees.

## **H. Service Charge**

1. Rate Schedule: Refer to the Township of Robbinsville Codebook Section §109-12.C for service charges.