

PART 2

GENERAL CONDITIONS

2.1 DEFINITIONS

APPLICANT

Shall mean property owner, or if owned by a company, a proper official of said company; or an authorized agent of the owner, certified to the Authority as such; making application to the Authority for review and approval of plans and/or connection to the utility systems.

AUTHORITY / JTMUA

Shall mean the Jackson Township Municipal Utilities Authority.

BOARD

Shall mean the five regular and two alternate members of the Authority Board of Commissioners.

CONTRACTOR

Shall mean the party contracting with the Authority for service to the property.

CUSTOMER

Shall mean same as property owner.

DEVELOPER

Shall mean applicant who is applying for a subdivision of more than one lot when required to extend water and sanitary sewer mains to service said property.

DOMESTIC WASTEWATER

Shall mean the normal water borne fluid wastes from residences, commercial, institutional, and industrial establishments, limited to the wastes from kitchens, bathrooms, lavatories and laundries.

ENGINEER

Shall mean the Authority Engineer appointed by the Board as the Director of Engineering or his designee.

INDUSTRIAL USER

Shall mean any user whose wastewater differs from the normal characteristics of domestic wastewater.

INDUSTRIAL WASTE

Shall mean the wastewater from industrial processes or other commercial operations, which is distinct from or incompatible with domestic wastewater.

MAIN

Shall mean the Authority owned piping and appurtenances, in or along public rights of way, or within Authority easements, used for the transmission and distribution of water or for the collection of wastewater from its customers.

PROPERTY OWNER

Shall mean the owner of record of a property served or to be served by the Authority, who shall be solely responsible to the Authority for water and/or sewer user fees.

RESPONSIBLE PERSON

Contractor's field representative who is responsible for job site safety and proper construction of water and/or sewer system. This person is generally referred to as the Contractor's Superintendent.

TOWNSHIP

Shall mean Jackson Township, Ocean County, New Jersey.

UNIT

Shall mean the following:

1. Each single family detached dwelling.
2. Each single family attached dwelling.
3. Each single-family apartment dwelling.
4. Each mobile home
5. Each lot created in a major or minor subdivision.
6. Each commercial, industrial, professional, public or institutional user whose metered or estimated water consumption does not exceed 200 gallons per day.

2.2 POLICY FOR PROVIDING UTILITY SERVICE

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

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

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

In accordance with the Municipal Land Use Regulations being NJAC 5:21, should the Authority's potable water and sanitary sewage systems not be available to an applicant's property at time application is made to the Authority, the applicant will be required to install "dry" sanitary sewage mains, laterals, and appurtances, and potable water mains, services, and appurtances. Said facilities shall be designed and constructed in accordance with the direction of the Authority Engineer. All costs associated with the design and

construction of said mains shall be borne by the applicant. Connection fees shall be paid at the time of initiation of service.

2.3 AUTHORITY RESPONSIBILITIES

The Authority shall operate and maintain a water supply and distribution system and a sanitary sewer collection and transmission system within the Township to service the customers of the Authority. The Authority shall abide by all Federal, State and local laws pertaining to the operation and maintenance of a public water and sewer system. The Authority will maintain all utility facilities within public rights of ways, deeded easements to the Authority and Authority owned properties. The Authority will maintain or service the individual service lines, water or sewer, to individual customer lots, establishments or homes to the first cleanout within the right of way for sewer service, and the first shut-off valve (curb box) within the right of way for water. In the absence of curbs, the Authority's responsibility shall end at the edge of pavement, and in no circumstance shall extend on to the property past the right of way line.

The Authority will install water meters for each water customer in a location and setting as specified by the Authority. The Authority will read the meter on a quarterly basis to establish a bill for the customer in accordance with the Schedule of Rates adopted by the Authority. The Authority shall retain ownership of the meter itself and shall repair, replace or test the meter as is deemed necessary by the Authority.

When application is made by the customer for an irrigation meter, the Authority will install the water meter in a location and setting as specified by the Authority. The Authority will read the meter on a quarterly basis to establish a bill for the customer in accordance with the Schedule of Rates adopted by the Authority. The Authority shall retain ownership of the meter itself and shall repair, replace or test the meter as is deemed necessary by the Authority. The customer shall be responsible for plumbing modifications, well supply disconnections, remote wiring installation and any other construction necessary to meet the specifications for the irrigation meter installation.

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

2.4 CUSTOMER RESPONSIBILITIES

All connections, service laterals, service lines and fixtures furnished by the customer shall be maintained by the customer and kept in good working condition. Meters owned by the Authority and on the property of the customer, shall be protected properly and cared for by the customer. All leaks, blockages or failures of service lines shall be repaired immediately by the customer. Meters shall be provided in a heated protected area, free of clutter and accessible at all times upon adequate notice by the Authority. Meters will be maintained by the Authority so far as ordinary wear and tear are concerned; but damage resulting from freezing or external causes due to the negligence of the customer, shall be paid for by the customer at a cost established in the Authority's current Schedule of Rates.

2.5 BILLING

The Authority shall read meters and bill its customers for water and/or sewer on a quarterly basis in accordance with the current Schedule of Rates. Bills are due and payable upon presentation or delivery to the customer. Payments are payable at the Authority office, 135 Manhattan Street, Jackson Township, NJ. Customers may utilize a drop box located at the same address for after hour payment. For Fire Services, bills will be rendered in February, May, August and October, for service during the preceding three (3) months.

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

In the event of a disputed account involving the accuracy of the meter or the meter reading or involving payment for some other service as provided for in the current Schedule of Rates, withholding payment shall not be an acceptable remedy. The Authority shall respond to such disputes in a diligent manner to bring about a resolution. Upon written request of the customer, and in accordance with the current Schedule of Rates, a meter may be independently tested for accuracy. If, when tested, the meter is found to be in error of two percent (2%) or more, the bill will be increased or decreased accordingly. The customer shall be responsible for the cost of testing of a meter found to be within 2% of accurate in accordance with the Schedule of Rates.

2.6 MISCELLANEOUS FEES AND SERVICES

The Authority may provide at the request of a customer, or as needed, to maintain the integrity of its utility system, certain services the cost of which shall be borne by the customer at a fee authorized within the current Schedule of Rates. Some of these services may include, but not be limited to, shut off of service, restoration of service, re-read of meter, inspection of service connection, read meter for transfer of ownership/tenant, search service, meter test, repair or replacement of meters, fire flow tests or other services and charges as authorized in the current Schedule of Rates.

2.7 WATER USE REGULATIONS

The Customer shall maintain his service facilities, including service pipe, valves, interior plumbing, etc., in good working condition. Any leak or failure in the service shall be repaired immediately. Any problem with the water meter must be reported to the Authority as soon as it is found. Failure to repair a leak shall constitute grounds for shutting off the water service for willful waste of water.

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

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

The Authority shall maintain all fire hydrants, both public and private. No person may operate a fire hydrant, except Authority personnel and Jackson Township fire department personnel. Persons interested in utilizing a fire hydrant for obtaining construction water may do so by completing a hydrant permit at the Authority's offices and paying the appropriate fees indicated in the current Schedule of Rates. The available hydrants for construction shall be determined by the Authority Engineer at the time of permit application.

2.8 SEWER USE REGULATIONS

All connections, service laterals and fixtures furnished by the customer shall be maintained by him in good order. The Authority shall in no way be responsible for maintaining any portion of the service lateral or for damage done by sewerage escaping therefrom. A service lateral shall not serve more than one property or account.

No interior plumbing fixtures shall be connected to a gravity sewer lateral that has an elevation below the street manhole cover elevation. The property owner shall be responsible for installing any backwater valves to protect his property should there be a wastewater backup in the lateral. The Authority assumes no responsibility for property damage, or personal injury or illness caused by sewage back-ups into private service laterals or fixtures.

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

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

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

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

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

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

When required by the Authority, grease, sand and/or oil traps shall be installed and maintained by the customer. All food service establishments shall be required to install and maintain a grease trap. Customer shall prepare and submit to the Authority a written program of inspection and cleaning of the trap.

2.9 NO ORAL AGREEMENTS

No agent or employee of the Authority has authorization to bind it by any promise, agreement, or representation not provided for in these Rules and Regulations. The Authority reserves the right to change, delete or add to the foregoing Rules and Regulations when it is in its best interest to do so.

2.10 OMNIBUS PROVISIONS

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

- A. Indemnification / Hold Harmless: It is a condition of Authority review, approval, and service that all Applicants, Developers, and Customers shall indemnify and hold the Authority, its officers, employees, representatives, and agents harmless from and against any and all damage, injury, loss, liability, cost, legal expense, fines, penalties, surcharges and/or other expense of any nature whatsoever arising from or related to said party's acts and/or omissions and/or the acts and/or omissions of said party's officers, employees, contractors, assignees, representatives or agents.
- B. Reservation of Legal Rights, Remedies and Immunities: The Authority expressly reserves unto itself the right to pursue any and all available legal and/or equitable rights and/or remedies as same may be amended or supplemented hereafter. Similarly, the Authority reserves the ability to avail itself of all immunities and/or limitations on liability which may be afforded at law or in equity as same may be amended or supplemented hereafter. Nothing expressed or implied in the Authority's Rules and Regulations shall be construed to restrict, limit, waive, or abandon said reservation of rights, remedies and/or immunities in anyway.
- C. Sanctions: In the event that the Authority is assessed with fines, penalties, surcharges, civil administrative penalties or other sanctions arising from or related to the acts and/or omissions of Applicant(s), Developer(s) and/or Customers, the responsible party shall pay to the Authority a sum equal to 120 percent of any such assessment.
- D. Service Agreements: When deemed reasonably appropriate and/or necessary by the Authority, the terms and conditions of review, approval and/or service may be modified or expanded. Such terms and conditions shall be memorialized in a Service Agreement to be executed by all relevant parties and recorded in the County Recording Office, whereupon the obligations of the parties shall bind any and all successors, grantees and/or assigns and shall run with the land.

- E. Protection of Authority Property: Tampering with Authority property is strictly forbidden and may result in criminal as well as civil sanctions. In the event that non-compliance with Authority Rules and Regulations or other acts or omissions may result in harm to the Authority or its systems, the Authority reserves the right to take reasonable corrective measures and to assess the cost thereof to the responsible party.
- F. Liability of Property Owner: The property owner is ultimately responsible for payment of all Authority bills and satisfaction of all obligations owed to the Authority, notwithstanding any tenancy affecting or relating to the property. The Authority reserves the right to secure a municipal lien upon the property in the event of non-payment, provided that same shall be in addition to and not in lieu of other available remedies.

2.11 IRRIGATION

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

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

PART 3

REQUIREMENTS FOR APPLICATION **WATER AND SEWER SERVICE**

3.0 GENERAL

Owners desirous of receiving water and/or sewer service or a determination of availability of service shall file with the Authority a Statement of Utility Services. The Authority will review this statement and make its determination within seven (7) days as to the availability of service.

3.1 APPLICATION FOR INDIVIDUAL SERVICE

Owners of property desirous of making connection to an existing approved water and/or sewer system shall proceed as follows:

- A. Obtain a Statement of Utility Services from the Authority. This statement will only be issued to the owner of the property and will be valid for a period of one (1) year.
- B. Upon a positive determination (service available) on the Statement of Utility Services, complete an "Application for Utility Service". Payment of all applicable fees shall be made at this time. Fees shall be in accordance with the current Schedule of Rates.
- C. Applicant shall complete all sewer and water taps, if necessary, under the inspection of an Authority representative. The Authority shall be provided 48 hours notice to schedule the inspection. Any taps not inspected by Authority personnel shall be uncovered for inspection prior to service beginning.
- D. Upon satisfactory connection, applicant shall request installation of a meter from the Authority, which shall be accomplished within 3 business days of the request.
- E. Upon installation of the water meter and payment of all fees, the Owner is to obtain a Certificate of Compliance from the Authority.
- F. Must conform to the requirements listed in the Procedure for the installation of water and sewer service connections (see Appendices).

3.2 APPLICATION FOR DEVELOPER SERVICE

Any subdivisions of land, site plan development or any residential structure to be used by two or more families, regardless of volume of flow and all non-residential development, such as schools, commercial buildings, industrial buildings, and all similar structures shall be required to obtain the Statement of Utility Services. An Application for Developer Service shall be completed.

Three levels of approval must be obtained from the Authority; Preliminary, Tentative and Final in accordance with the instructions contained herein. The Owner, proper official of the Company, or an authorized agent shall sign all applications. All fees shall be paid in accordance with the Authority's current Schedule of Rates. All applications must be accompanied by a Request for Taxpayer Identification Number and Certification (W-9).

Upon submission to the Authority of a completed application, hereinafter more completely described, for approval of a water or sewer system, the Authority shall approve or disapprove the application within 90 days of the date the application is deemed complete. The Authority reserves the right to extend the time for approval or disapproval for a period not to exceed 30 days by adoption of a Resolution therefore.

Upon approval by the Authority Board, a copy of the Authority Engineer's review requirements will be furnished to the applicant and to the applicant's engineer.

Review and approval of the plans and specifications by the Authority shall not relieve the applicant and his contractor of any responsibility therefore, and such review shall not be considered as an assumption of any risk or liability by the Authority and/or the Authority Engineer. The applicant shall have no claim against the Authority due to the failure or inefficiency of any plan or method so reviewed.

Approval for preliminary applications shall be for a period of one (1) year. Approval for tentative applications shall be for a period of two years unless applicant has filed for Final application. Final approval shall become null and void after a two-year period from the date of approval if no subsequent application is submitted or no construction takes place during the two-year period.

Sewer applications will not be considered unless an accompanying water application is or has been submitted, or the property in question is already connected to a water supply system. Likewise, water applications will not be considered unless an accompanying sewer application is or has been submitted, or the property in question is already connected to a water supply system.

In addition to approval of the Authority, projects may require approvals from other agencies such as NJDEP, OCUA, Local Land Use Agencies, and other county, state or federal permits. It is the sole responsibility of the developer to obtain any necessary permits and adhere to the requirements of any of the governing agencies, which have jurisdiction over the project.

3.3 APPLICATION FOR REVIEW OF PRELIMINARY PLANS

An application for review of preliminary plans for the proposed subdivision, development, building addition or lot line adjustment resulting in additional lots shall be submitted to the Authority on the form entitled Application for Review of Preliminary Plans for Utility Services. This application would be for a determination of whether a connection would be required, identification of off-tract improvements, sizing of main extensions, cost sharing potentials, etc.

Submittals shall include a preliminary application form, two sets of conceptual plans at a 1" = 1000' minimum scale, indicating the nature, size and location of the proposed development. A fee per unit established by the prevailing Schedule of Rates shall accompany the application. Approval is valid for one year from the date of approval by the Board. Applicants not required to connect to the Authority's system shall be provided with a resolution of Preliminary Approval stating such; no further action will be required.

3.4 APPLICATION FOR REVIEW OF TENTATIVE PLANS

If an application for tentative approval is required, the applicant shall be required to submit an Application for Review of Tentative Plans for Utility Services. This application shall be of sufficient detail to enable the Authority to review the adequacy of the proposal in accordance with the Authority's construction specifications.

Submittals shall include detailed plans and profiles for the proposed sewer and/or water systems, properly entitled. The plans shall be 24" X 36", with a 1 1/2" border on the left side for binding. All sheets shall be numbered. Profiles for sewers shall show all manholes, siphons, pumping stations, storm sewer crossings, water main crossings, and elevations of stream crossings using USGS elevations. Gradients and diameter of sewers, rim elevations, and invert elevation shall be shown at each manhole. Profiles for water mains are not required except at stream crossings.

The plan view of the sewer system shall show all services and cleanouts, manholes and invert elevations, sewer mains, curbs, storm sewer inlets and storm sewers. The storm sewer must not interfere with the sanitary sewer or water mains. The plan view of water mains shall show the location of all services, curb stops, fire hydrants, valves, fittings and post type hydrants. Air relief valves should be shown, if required. Plan view shall also show roads, curbs, sidewalks, lot lines, boundary lines, typical street cross-sections, and thrust block design. The size, type and class pipe shall be shown for each pipe.

The plan shall show contours at two-foot intervals, all existing and proposed street and surface elevations at all breaks in grade and street intersections, a north arrow, title date and scale. Proposed systems shall be accented by bold lines. Existing systems shall be shown by dashed lines. All topographical symbols and conventions shall be USGS. Symbols for water systems shall be those approved by the AWWA. The distances and stationing between the centerlines of manholes, grades, main sizes, strength classes, and material shall be shown on the plans.

For any proposed sewage pumpstation, a general site plan showing boundaries, contours, proposed pump station, capacities, underground piping and valves, details and power supply lines shall be submitted.

Sanitary sewer forcemain systems shall show all bends, air relief manholes, cleanout manholes, etc.

Complete specifications for construction of the proposed system and appurtenances shall be prepared and submitted for review. Specifications shall include descriptions of general requirements, site work, piping and valves, concrete work, mechanical equipment and electrical work.

A detailed cost estimate for water and sewer shall be submitted using the Authority's approved unit costs. The Authority reserves the right to reject any cost estimate in which the quantities cannot be substantiated. Review fees shall be in accordance with Article 3.6 of these Rules and Regulations.

Original NJDEP and OCUA Applications shall be submitted along with required engineer's reports for execution by the Authority upon tentative approval. Such original documents shall be returned to the developer upon execution and the developer shall see to

and/or reimbursement of inspection fees. Except in extraordinary circumstances, said deposit shall not exceed the greater of \$500.00 or 5% of the cost of project improvements as calculated by the Authority's designated engineer pursuant to N.J.S.A. 40:14B-77. At the Authority's discretion and subject to agreement between the Authority and the Developer/Applicant, inspection fees for large projects may be posted based upon established project phases.

3. Escrow Replenishment: Pursuant to N.J.S.A. 40:14B-73(b) the Authority shall not perform any application reviews or inspections if sufficient funds to pay for those reviews and inspections are not on deposit. If an escrow account or deposit contains insufficient funds to enable the Authority to perform required application reviews or inspections, the Authority's Business Administrator shall provide notice of same. In order for work to continue the Developer/Applicant must deposit within a reasonable period of time, such additional funds as the Authority may reasonably require. In the interim, any required health and safety inspections shall be made and charged back against the replenishment of funds.
- C. Off-Site Improvements: Off-Site Improvements - Notwithstanding the foregoing, the Authority reserves the right to charge and or assess additional fees and to require additional escrow deposits for projects which entail an off-site component.
- D. Legal Compliance: The Authority's requirements with respect to inspections fees, review fees, deposit escrows and bonding requirements shall at all times comply with and afford to the Authority the maximum benefits permitted by N.J.S.A. 40:14B-71 et seq. As same may be amended, modified and/or supplemented from time to time. In the event said statutes shall hereafter be amended and/or that any section of the Authority's Rules and Regulations shall hereafter not be in compliance with or afford the Authority the maximum benefits permitted by N.J.S.A. 40:14B-71 et seq., said section shall be revised and/or interpreted accordingly and the balance of the Authority's Rules and Regulations shall remain in full force and effect.

3.7 BONDING

Prior to commencement of any construction, the developer shall post a Performance Bond guaranteeing the complete construction of the approved systems. The Performance Bond shall be in the form prescribed by the Authority and in an amount equal to 120% of the project cost estimate used for calculating review and inspection fees. It shall be issued by a surety company licensed to do business in New Jersey.

The Performance Bond shall be submitted to the Authority no less than ten days prior to the start of construction. The performance bond shall remain in full effect until all construction, including base course paving and providing and recording of all property and easement deeds, has been completed. It shall be the policy of the Authority to accept Irrevocable Letters of Credit on a form as prescribed by the Authority in lieu of Performance Bonds.

Should the developer request release of the Performance Bond and receive approval of it, he shall submit to the Authority a maintenance bond on a form as prescribed by the

Authority guaranteeing the proper functioning of the system. The Maintenance Bond shall be in an amount of 15% of the construction cost, but not less than \$1,000.00, and shall remain in effect for a period of two years from the date of release of the Performance Bond. Letters of Credit on a form as prescribed by the Authority may be accepted in lieu of a Maintenance Bond. In no case shall the maintenance bond be released prior to the project having final paving completed.

3.7.1 Partial Performance Guarantee Reduction

The Applicant may request of the Authority in writing, a partial Performance Guarantee reduction, providing the following items are complete:

1. Upon substantial completion of all required improvements including but not limited to water, sanitary sewer, storm sewer, gas, electric, telephone, etc. and all of the curbs and sidewalks have been completed along with the base course of road restoration (except for the top course of paving).
2. The water system improvements have successfully passed the final hydrostatic pressure test, and final bacteriological analysis.
3. The sanitary sewer improvements have successfully passed the final pressure test and deflection test. Pump Stations must have successfully completed the start-up procedure.
4. Record drawings have been submitted and approved.
5. All easements and property deeds, regarding the Authority, have been recorded.
6. The Bureau of Safe Drinking Water Construction Certification Report has been executed and submitted.
7. The New Jersey Department of Environmental Protection WQM-005 has been executed and submitted.
8. An Approval to Operate has been granted by the Authority.
9. An affidavit certifying that all of the contractor(s) and supplier(s) have been paid in full as of the date of the request. (See appendix "H")
10. Resolution of all outstanding complaints.

The Authority's Engineer shall respond to Applicant's request in writing, not later than 45 days after receipt of the Applicant's request. The Authority's Engineer shall provide a revised bond estimate supporting any bond reduction.

The Authority, by resolution, shall either approve the reduction or reject the request for cause expressed in said resolution. This resolution shall be adopted not later than 45 days after receipt of the Authority's Engineer's recommendation.

In the event that the Applicant has made a cash deposit with the Authority as part of the performance guarantee, then any partial reduction granted in the performance guarantee shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee.

3.8 CONSTRUCTION

The applicant shall provide the Authority with nine sets of final construction plans 10 days prior to the start of construction. A preconstruction conference shall be held prior to the start of construction, coordinated by the applicant, and shall include the applicant, contractor, design engineer, Jackson Township Traffic Safety Officer, and Authority representative as a minimum.

The applicant shall post inspection fees with the Authority in accordance with the Authority's Schedule of Rates and Article 3.6 of these Rules and Regulations. The Authority's Engineer or duly authorized representative shall inspect all utility construction for compliance with the Authority's Rules and Regulations and approved plans and specifications. The Authority shall receive two (2) business days notice prior to start of construction. The Authority inspector is an observer and is not responsible for directing the installation of the utilities or safety practices of the contractor. The Authority shall be notified in writing of the responsible person for supervision and safety of employees and the site.

After the installation of all underground utility, curbs, and road gravel, sewers and manholes shall be inspected for, but not limited to, line, grade, cleanliness, and general workmanship. Water system shall be checked for, but not limited to, valve box grade, valve nut accessibility, hydrant grade and color, and valve function. Curbs shall be marked permanently with a "W" or "H" at the location of water and sewer services respectively.

At this point the applicant shall test the facilities in accordance with the Authority's Specifications and As-Built Drawings shall be provided for review and approval. The water system shall be disinfected and pass a microbiological test in accordance with the Specifications. Upon successfully completing the required testing and submitting approved As-Built, the Authority will consider the project substantially complete and file NJDEP's "Approval to Operate" certifications.

3.9 AS-BUILT DRAWINGS

As-built drawings must be submitted prior to testing and Final approval. Record drawings shall be in conformance with the as-built requirements listed in Appendices. The Authority's Consulting Engineer will incorporate the Developer as-built drawings into the Authority Infrastructure Mapping. All approved as-built and easement documentation must be on file with Jackson Township Municipal Utilities Authority prior to activation/operation of the systems.

3.10 ACCEPTANCE OF FACILITIES

Upon operation of the systems for the minimum two-year maintenance period and successful completion of all punchlist items, the Authority may accept the facilities and release the Maintenance Bonds.