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September 16, 2015

#### VIA EMAIL AND REGULAR MAIL

Hon. Irene Kim Asbury, Secretary New Jersey Board of Public Utilities 44 South Clinton Avenue, 9<sup>th</sup> Floor PO Box 350 Trenton, New Jersey 08625-0350

Re:

IN THE MATTER OF THE PETITION OF NEW JERSEY-AMERICAN WATER COMPANY, INC. FOR APPROVAL OF INCREASED TARIFF RATES AND CHARGES FOR WATER AND SEWER SERVICE, CHANGE IN DEPRECIATION OTHER TARIFF MODIFICATIONS

BPU Docket No. WR15010035

Dear Secretary Asbury:

In accordance with the Board of Public Utilities' Order issued on September 11, 2015 in the above referenced matter, New Jersey-American Water Company, Inc. hereby submits its revised tariff, conforming to the terms and conditions of the Stipulation of Settlement and the Board's Order Adopting the Initial Decision/Stipulation, effective September 21, 2015.

Very truly yours,

/s/Robert J. Brabston

Robert J. Brabston

RJB:dlc

CC:

Service list (via email) È

CMS

# IN THE MATTER OF THE PETITION OF NEW JERSEY AMERICAN WATER COMPANY, INC. FOR APPROVAL OF INCREASED TARIFF RATES AND CHARGES FOR WATER AND SEWER SERVICE, CHANGE IN DEPRECIATION RATES AND OTHER TARIFF MODIFICATIONS

#### BPU DOCKET NO. WR15010035 OAL DOCKET NO. PUC 01166-2015N

SEP 1 6 2015

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MAIL ROOM

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SEP 16 205

BOARD OF PUBLIC UTILITIES.
MAIL BOOM

NEW JERSEY-AMERICAN WATER COMPANY, INC. B.P.U. No. 8 - Water and Wastewater

NEW JERSEY-AMERICAN WATER COMPANY, INC.

TARIFF FOR WATER AND WASTEWATER SERVICE

#### AN INTRODUCTION TO CUSTOMERS

The approved tariff located in the Company's office at 1025 Laurel Oak Road, Voorhees, NJ, is available for your review. The Company is obligated to keep its tariff current, including any changes approved by the Board of Public Utilities. The Company is required to maintain it in exactly the same format as the Company's tariff on file at the Board of Public Utilities, 44 South Clinton Avenue, 9<sup>th</sup> Floor, Trenton, NJ.

If, after you review this tariff and discuss it with appropriate Company employees, you still have questions regarding clarification or interpretations, please contact the Board of Public Utilities, Division of Water at 1-609-633-9800 or the Board's Division of Customer Assistance at 1-609-341-9188 or 1-800-624-0241, or at <a href="https://www.nj.gov/bpu/">www.nj.gov/bpu/</a>.

You have the right to review this tariff at the Company's offices or at the Board's office in Trenton. Your inquiries will be handled by the Board's Staff in an expeditious manner in order to protect your rights as well as those of the water and/or wastewater Company. Please feel free to exercise this right by telephone or by visiting the Board's offices at any time between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, or by writing a letter. The letter should contain the writer's name, address and phone number, including the area code. If the writer is a customer of record, the account number should be included.

The Company also has available in its office a leaflet entitled "The Utility Customer's Bill of Rights." This is a summary document; it does not include all customer rights or utility obligations.

The Board of Public Utilities is responsible for the final interpretation and enforcement of a utility's tariff provisions and rates. The utility is bound by New Jersey's statutes and the Board's regulations. If a conflict should exist in the tariff that is detrimental to the customer, the Board's regulations supersede the tariff provision absent specific approval to the contrary by the NJ Board of Public Utilities. A utility company may provide for more liberal treatment than that provided for in the Board's regulations.

#### AN OVERVIEW OF COMMON CUSTOMER COMPLAINTS AND CUSTOMER RIGHTS

- (1) No public utility shall refuse to furnish or supply service to a qualified applicant. N.J.A.C. 14:3-3.1
- (2) The utility shall not place the name of a second individual on the account of a residential customer unless specifically requested by said second individual. (N.J.A.C. 14:3-3.2(b))

#### **DEPOSITS**

- (3) If after notice of the methods of establishing credit and being afforded an opportunity, a customer has not established satisfactory credit, the utility may require a deposit. The deposit amount shall be determined in accordance with N.J.A.C. 14:3-3.4.
- (4) The utility must furnish a receipt to any customer posting a deposit. The deposit will be returned with simple interest at a rate established annually by the Board of Public Utilities. Once the customer has established satisfactory credit with the utility, the deposit shall be returned to the customer with interest due. The customer has the option of receiving the deposit refund either by a check or a credit on the account. If a residential customer's deposit is not returned, the utility shall credit the customer's account with the accrued interest once every twelve months, in accordance with N.J.A.C. 14:3-3.5.

(Continued)

Issued: September 16, 2015

By: William M. Varley, President
1025 Laurel Oak Road, Voorhees, New Jersey 08043
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR15010035 dated September 11, 2015.

Effective: September 21, 2015

Effective: September 21, 2015

#### **DISCONTINUANCE OF SERVICE** (Continued)

- (10)The Company shall make every reasonable attempt to determine when a landlord-tenant relationship is known to exist, and if the tenants are not the customers of record but are end-users, as these terms are defined at N.J.A.C. 14:3-1.1, discontinuance of service is prohibited unless the utility has given a 15-day written notice to the owner of the premises or to the customer of record to whom the last preceding bill was rendered. Further, the utilities shall use their best efforts to determine the names and addresses of each tenant, in order to provide such notice, for example, through mailings to landlords requesting a list of tenants. The utility shall use its best efforts to provide copies of the discontinuance notice to all tenants. In addition, the utility shall provide the tenant(s) with a fifteen (15) day written notice, which shall be hand delivered, mailed, or posted in a conspicuous area of the premises and in the common areas of multiple family premises. N.J.A.C. 14:3-3A.6.(a) If a utility uses posting as the method of notice, each utility shall use its best efforts to also place a copy of the notice on each tenant's car windshield or under the door of each tenant's dwelling. In the case of tenants of single and two-family dwellings, each tenant shall also be provided with a 15-day individual notice. Each utility shall offer the tenant(s) continued service to be billed to the tenant(s) unless the utility demonstrates that such billing is not feasible. The continuation of service to a tenant shall not be conditioned upon payment by the tenant of any outstanding bills due upon the account of any other person. The utility shall not be held to the requirements of this provision if the existence of a landlord-tenant relationship could not be reasonably ascertained. N.J.A.C. 14:3-3A.6.(b)
- (11)A customer has the right to have any complaint against the utility handled promptly by that utility. (Board Order, Docket No. CO8602155)
- (12)Each utility shall, upon request, furnish its customers with such information as is reasonable in order that the customers may obtain safe, adequate and proper service. N.J.A.C. 14:3-3.3(a)) Each utility shall inform its customers, where peculiar or unusual circumstances prevail, as to the conditions under which sufficient and satisfactory service may be secured from its system. (N.J.A.C. 14:3-3.3(c)) Each utility shall supply its customers with information on the furnishing and performance of service in a manner that tends to conserve energy resources and preserve the quality of the environment. N.J.A.C. 14:3-3.3(d)
- (13)The utility shall have the right of reasonable access to customer's premises, and to all property furnished by the utility, at all reasonable times for the purpose of inspection of customer's premises incident to the rendering of service, reading meters, or inspecting, testing, or repairing its facilities used in connection with supplying the service, or for the removal of its property. (N.J.A.C. 14:3-3.6(a)) Service can be discontinued for refusal of reasonable access to customer's premises for necessary purposes in connection with rendering of service, including meter and remote reading device installation, reading or testing, or the maintenance or removal of the utilities property. (N.J.A.C. 14:3-3A.1(a)5.i) Reconnection fees as shown on Rate Schedule P-2 and Rate Schedule 9-A will be charged upon restoration of service.
- (14)It is the responsibility of a customer who wishes to voluntarily discontinue his or her service to notify the Company and request a final reading. A customer wishing to discontinue service shall give notice to the utility. Within 48 hours of said notice, the utility shall discontinue service or obtain a meter reading for the purpose of calculating a final bill. Where such notice is not received by the utility, the customer shall be liable for service until the final reading of the meter is taken. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate, nor will it mitigate any of the obligations on Rate Schedules 1-A to 6-A, 8-A or 10-A. In accordance with N.J.A.C. 14:3-3A.1(b).

Issued: September 16, 2015

By: William M. Varley, President 1025 Laurel Oak Road, Voorhees, New Jersey 08043

#### STANDARD TERMS AND CONDITIONS

New Jersey-American Water hereby adopts the rules and regulations promulgated by the Board of Public Utilities of the State of New Jersey, some of which are referenced herein, and all of which are herein adopted and incorporated by reference. New Jersey-American Water provides water and wastewater service to various municipalities, all in the State of New Jersey.

Tariff B.P.U. No. 8 - Water and Wastewater is divided into a water section and a wastewater section. Each section is preceded by standard terms and conditions which are universally applicable. Tables of contents precede an alphabetical series of sequentially lettered tariff rate schedules for each section. The tables of contents denote the appropriate rate schedule applicability for all classes of service and are an integral part of this tariff.

The Corporate Office is located at 1025 Laurel Oak Road, Voorhees, New Jersey 08043. The Company's Customer Service personnel can be reached at 1-800-652-6987. Customers in Service Areas 2 and 3, as defined in the section titled "Area Served", can also call 1-800-272-1325 for assistance.

#### **DEFINITIONS**

The following are definitions of specific terms that are used in this document:

- 1- "Board" or "BPU" shall mean the New Jersey Board of Public Utilities.
- 2- "Company" or "New Jersey-American Water" shall mean New Jersey-American Water Company, Inc.
- 3- "Connecting line" is the portion of pipe that starts at the curb stop and conveys domestic water and/or fire service to the customer. The customer owns, and is responsible for the operation and maintenance of the connecting line.
- 4- "Curb stop" is the fitting attached to the service line, and is used primarily for turning on and shutting off water at the curb in emergencies, for purposes of repair or to discontinue service to a customer.
- 5- "Customer" means a person that is an end-user, a customer of record or both, as defined in N.J.A.C. 14:3-1.1. "Customer of Record" means the person that applies for utility service and is identified in the account records of a public utility as the person responsible for payment of the public utility bill. A customer may or may not be an end-user. "End User" means a person who receives, uses, or consumes water or wastewater service. An end user may or may not be a customer of record.
  - (a) A building under one-roof, owned or leased by one customer and occupied as one place of business or residence
  - (b) A combination of buildings, owned or leased by one customer in one common enclosure, occupied by one family or business.
  - (c) A combination of buildings, such as a garden type apartment, owned or leased by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership.
  - (d) The one side of a double house having a solid vertical partition wall, so that it may be adapted to separate ownership.
  - (e) A building owned or leased by one person, of more than one apartment and using in common one hall and one entrance.
  - (f) A building owned or leased by one person, having a number of apartments or offices, and using a common one hall and one or more means of entrance.
  - (g) A public building or a single plot such as a park or a playground.
  - (h) A water or wastewater utility.
  - A building or combination of buildings owned by one customer or entity located on contiguous property not intersected or intervened by another customer or entity.

Effective: September 21, 2015

(Continued)

Issued: September 16, 2015

Third Revised Sheet: No. 8 Superseding Second Revised Sheet: No. 8

Effective: September 21, 2015

# STANDARD TERMS AND CONDITIONS WATER

#### DOMESTIC, INDUSTRIAL AND COMMERCIAL WATER SERVICE CONNECTION

- 1- Inquiry for a water service connection may be made by mail, telephone (888.237.1333) or via the Company's website at <a href="https://www.amwater.com/njaw">www.amwater.com/njaw</a>, and the Company will provide and submit to the applicant, if necessary, any and all forms to be filled out and signed by the owner, or their agents, for the premises to be supplied, including the identity of the customer of record.
- 2- Such inquiry shall be made a reasonable time before required to obtain the installation of service lines and accessories by the Company, as hereinafter defined, for new buildings and premises not previously supplied.
- 3- Separate inquiry shall be made for each premise and for each type of water service requested to be furnished (i.e. consumptive, irrigation, construction, etc.).
- 4- Water connections shall be made by the Company subject to the prior existence of a main that is adequately sized in terms of capacity and pressure required for the specific water connection within a public right of way or water company easement abutting the property or premises to be served except in the case where the location of the connection is proposed to be on the long side of a divided (raised or grass) state highway, in which case the customer will be required to enter into a main extension agreement. The acceptance of such inquiries shall in no way obligate the company to extend its distribution mains to abut the property or premises except as hereinafter provided.
- 5- The connection shall be in accordance with the applicable laws including but not limited to those of the BPU, DEP and all federal, state and local agencies.
- 6- Company is not obligated to install more than one service and meter for each property or premises. Furthermore, in those instances where more than one service is requested the company reserves the right to recapture all costs associated with the additional service(s).
- 7- Whenever the Company reconnects service to a customer under the following conditions, a charge will be rendered, for providing this service as described in Rate Schedule P-2.
  - 7.i. Whenever the Company has determined that a customer's service has been reconnected without the permission of the Company after service has been terminated for non-payment of bills or violation of the Company's tariff, the Company will terminate the customer's service for a second time and give written notice to the customer that if service is reconnected again without the permission of the Company, it will be necessary for the Company to excavate and physically disconnect service. A reconnection charge will be applied as set forth in Rate Schedule P-2 of the present tariff.
  - 7.ii. Customers in default in the payment of a bill may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. Service shall not be discontinued for failure to make such deposit except after proper notice to the customer. If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and may require that the deposit be restored to its original amount. N.J.A.C. 14:3-3.4(f)
- 8- The Company shall review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years to determine whether the customer has established credit satisfactory to the Company. If this review indicates that the customer has met the utility's standard requirements for establishing credit, the utility shall refund the customer's deposit. N.J.A.C. 14:3-3.5, Return of deposits, interest on deposits.
- 9- If the deposit has remained with the Company for at least three months, without default, it will be returned to the customer with simple interest on an annual basis at a rate established annually by the Board of Public Utilities. Deposits shall cease to bear interest upon the discontinuance of service.

(Continued)

Issued: September 16, 2015

Third Revised Sheet: No. 10 Superseding Second Revised Sheet: No. 10

# STANDARD TERMS AND CONDITIONS WATER

#### **FINANCIAL AID**

- 1- The Company understands that from time to time its customers may have difficulty paying their water and/or wastewater bills issued by the Company. If at any time customers find that they cannot pay their water and/or wastewater bill by the due date, the Company requests that the customers contact the Company's Customer Service Center, prior to the due date, to work out a payment arrangement with the Company to avoid a shut-off of service, at 1-800-652-6987.
- 2- In addition to working out payment arrangements with customers in times of financial difficulty, the Company has also established a residential customer assistance program for its low income customers who are having difficulty paying their water and/or wastewater bills issued by the Company. This residential customer assistance program, called the H2O Help to Others Assistance Program, is designed to provide financial assistance to qualified residential customers to pay their water and/or wastewater bills and protect them from an unnecessary discontinuance of their water and/or wastewater service. A grant from the H2O Help to Others Assistance Program may be awarded to cover a portion or all of the residential customer's outstanding bill based on the customer's ability to pay, income level and the availability of funds in the program. For more information about this program, please contact NJ Shares at 1-877-652-9426 or any subsequent program administrator whose contact information may be found on the Company's web site.
- 3- The Company established a second residential customer assistance program for customers with a total annual income at or below 200% of the Federal Poverty guidelines called the H20 Help to Others Low Income Payment Program ("LIPP") or Discount Program. Through this program, the Company will provide a discount off of the customer's monthly bill. The actual H2O LIPP discount is set equal to the customer's applicable water Fixed Service Charge (not greater than a 1" meter charge). If the customer is also provided wastewater service by the Company, the customer is also eligible for a wastewater service discount equal to the water service discount amount. Residential customers who need help and qualify for the H2O LIPP should call the NJ Shares toll free number at 1-877-652-9426 or any subsequent program administrator whose contact information may be found on the Company's web site. Upon acceptance into the LIPP, residential customers who receive Social Security benefits or Medicare coverage can qualify for a credit equal to the current DSIC surcharge rate per Rate Schedule K on their monthly bill (not greater than the current 1" DSIC surcharge).
- 4- Upon acceptance into the LIPP, qualifying residential customers will be offered the opportunity to enroll in the Company's Conservation Program. Conservation Program offerings are free of charge to residential customers enrolled in the LIPP and can include instructions on performing a home water audit, a retrofit kit for use with certain appliances and fixtures, and a leak repair of fixtures for which the customer is responsible (value up to \$300).

#### **BUDGET BILLING**

The Company will make available to residential customers whose accounts do not reflect past-due balances the option to pay their bills on a monthly, budgeted basis. The budget billing plan year will be a twelve (12)-month time frame. It would allow a customer to pay a predetermined monthly amount, based upon the customer's average usage. If a customer is a new customer with little or no prior history of utility use, the monthly budget amount shall be determined using a reasonable estimate of likely usage. The budget billing plan will be made available to eligible customers by bill insert or bill message at least twice in each twelve (12)-month period. The Company will "true up" the actual cost of service rendered as determined by actual meter readings and the actual monthly budgeted amount at the beginning of the budget plan year, and at least once during the budget plan year if the true-up performed during the customer's budget plan year reveals an increase or decrease of twenty-five (25) percent or more in the monthly budget amount and the Company will adjust the budget billing plan up or down, if necessary. There shall be no more than one such adjustment during the budget plan year. The Company will notify the customer of any change in the budget billing amount prior to such change. A final bill for the budget plan year shall be issued in the last month of the budget plan year, and shall contain the month's monthly budget amount, plus an adjustment of any difference between said amount and the actual cost of service rendered during the budget plan year. Payment of this final balance due is required before the customer will be allowed to participate in the budget billing program for the upcoming budget billing plan year. The Company shall notify the budget billing plan customers in writing of a revised monthly budget amount at least ten (10) working days before the due date the initial bill of the next budget plan year. Should the customer opt out of the budget billing plan, payment of the total charges incurred to date will be due immediately, or, in the alternative, agree to enter into a deferred payment agreement according to N.J.A.C. 14:3-7.7; or a credit will be applied to the account, whichever is applicable. The plan bill shall contain the information required by N.J.A.C. 14:3-7.2, Form of Bill for Metered Service, N.J.A.C. 14:3-7.3 Form of Bill for Unmetered Service, and N.J.A.C. 14:3-7.4, Method of Billing. Should the customer breach the terms of the budget billing plan by failing to make the monthly payments as required under the plan or by having a budget billing plan payment returned due to insufficient funds, the Company reserves the right to terminate the customer's participation from the program; payment of total charges incurred to date will be due immediately, or, in the alternative, the Company and the customer will agree to enter into a deferred payment agreement according to N.J.A.C.

Issued: September 16, 2015 Effective: September 21, 2015

# STANDARD TERMS AND CONDITIONS WATER

#### WATER MAIN EXTENSIONS

1- The Company will extend water service in accordance with all applicable laws of the State of New Jersey and Board of Public Utilities regulations and orders including N.J.A.C. 14:3-8.1 et seq.

Information on how to apply for a water main extension can be found on the Company's website at <a href="http://www.amwater.com/njaw/working-with-us/doing-business-with-us/developers-customer-resources.html">http://www.amwater.com/njaw/working-with-us/doing-business-with-us/developers-customer-resources.html</a>. The application form can be downloaded, filled out and faxed in to the Company at the fax number provided on the application.

#### **CUSTOMER'S PREMISES**

- 1- The Company may refuse to provide a water connection, or furnish water through a connection pipe already installed, when a customer's piping system is not installed in accordance with the regulations of the Company and of the municipality in which the premises are located; or when the system on the premises is not at sufficient depth to prevent freezing.
- 2- The Company shall have the right of reasonable access to customer's premises, and to all property furnished by the Company, at all reasonable times for the purpose of inspection of customer's premises incident to the rendering of service, reading meters, or installing, relocating, inspecting, testing, replacing or repairing its facilities used in connection with supplying the service, or for the removal of its property. (N.J.A.C. 14:3-3.6) Service can be discontinued for refusal of reasonable access to customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, installation, replacement or relocation of meter reading devices, or the maintenance or removal of the utilities property. (N.J.A.C. 14:3-3A.1(a)5.i) Reconnection fees as shown on Rate Schedule P-2 will be charged upon restoration of service.
- 3- Customers shall not permit access to the meter and other appliances of the Company except by authorized employees of the Company or properly authorized state or local inspectors.
- 4- In all cases the customers should not interfere with property of the Company, but should immediately notify the Company of any problem.
- 5- It is the sole responsibility of each customer to ensure that all piping and appurtenances within a customer's premises comply with state, municipal and other public health regulations in force with respect hereto including state and local plumbing codes. The piping and appurtenances shall be maintained in a condition conducive for the Company to perform the services required to serve the customer.
- 6- In any premises where devices are used which might produce a back pressure, such as steam boilers, carbonation equipment for soft drinks, booster pumps, etc., a check valve shall be installed by the customer at the meter. In the event such check valve is installed, pressure relief valves should be provided by the customer in the system.
- 7- In any premises where an auxiliary water source is available, the pipes carrying water from the mains of the Company are required to be marked in some distinctive manner for ready identification.

#### PRIVATE FIRE PROTECTION SERVICE

- 1- Customers desiring a separate service connection for private fire service are required to make separate written application for such service on forms prescribed by the Company. Private fire service installations are made in accordance with the provisions of this tariff regarding the installation of service and connecting pipes and other facilities.
- 2- Service lines designated for private fire protection are installed for customers requiring a private fire service to supply sprinkler heads or hose connections. Any connection in which sprinkler heads and/or hose connections are supplied through a domestic service connection are not considered as part of a private fire protection service and shall not be deemed as part of this section. The utility shall have the right to suspend or curtail or discontinue service for any of the following acts or omissions on the part of the customer: tampering with any facility of the utility; fraudulent representation in relation to the use of service; and connecting and operating in such manner as to produce disturbing effects on the service of the utility or other customers. (N.J.A.C. 14:3-3A.1(a)5)

(Continued)

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# STANDARD TERMS AND CONDITIONS WATER

#### EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY (Continued)

- 4- The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, if because of emergencies beyond the control of the Company, including governmental mandate, service is interrupted, irregular, defective or fails, the Company will not be liable for damages or inconvenience resulting there from. In the event of an extraordinary demand and/or diminished supply, or when operational issues make such actions desirable, including, among other things, protecting the integrity of the system and permit conditions, the Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a newspaper of general circulation in the utility service area. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other sections of this tariff.
- 5- The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection, or any successor agency or department pursuant to the Water Supply Management Act, or other statutes or regulations of the state or federal government. Such interruptions or restrictions shall be reported to the Department of Environmental Protection, if necessary, and the Board by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.7 et seg., within one week. Thereafter the utility shall provide weekly reports for the duration of the emergency.
- 6- When the supply of water to individual customers is to be discontinued or curtailed for the customer's failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise such customer(s) by placing a door tag on the front door of the home of the individual(s) in violation of the restrictions, at least twenty-four (24) hours prior to discontinuance or curtailment, or by giving another form of notice acceptable to the Board. The Company will advise business and commercial customers, in writing, by mailing a notice to the customers' billing address. In the case of door tags, they shall be sequentially numbered and include the date, time and nature of the violation and the procedure for restoration of service. All such notices shall be accounted for by the utility.

(Continued)

Issued: September 16, 2015

# STANDARD TERMS AND CONDITIONS WATER

#### **GENERAL RULES (Continued)**

- 14- The Company requires that all meters be housed inside meter pits (for meters that are less than or equal to 2-inches) or meter vaults (for meters that are larger than 2-inches). Where more than one service type exists (domestic, private fire protection or irrigation) all meters shall be housed inside a meter vault if any one meter is greater than two inches. The Customer is responsible for the installation and maintenance of meter vaults. All meter pits and meter vaults will be located outside of the Customer's structure in a location acceptable to the express approval of the Water Company. Notwithstanding the foregoing, the Company may grant an exception to this rule on a case by case basis at the Company's discretion.
- 15- The Company maintains and repairs meters except in case of misuse or damage by the customer or the customer's invitees, agents, representatives or contractors, in which case the Company shall charge the customer for repairing and replacing the meter, said charge to be based on the costs related to the removing, repairing, replacing and/or resetting the meter. The charge will be made in accordance with Rate Schedule P-2.
- 16- All bills will be computed in accordance with the rates of the Company as shown in this Tariff, and as the same may be amended or revised from time to time. Rates are subject to such changes as the state regulatory body having jurisdiction may require, authorize or allow.
- 17- Where more than one rate schedule is available to particular customers, the utility shall have at all times the duty to assist such customers in the selection of the rate schedule most favorable for their individual requirements and to make every reasonable effort to insure that such customers are served under the most advantageous schedule.
- 18- Throughout the tariff one cubic foot is equivalent to 7.48 gallons.
- 19- Upon the request of a customer, the Company shall send a Spanish language version of the notice of discontinuance for nonpayment. N.J.A.C. 14:3-3A.3(e)
- 20- The Company reserves the right to require any customer having unusual requirements of demand, services or supply to enter into a special written contract, which contract shall provide for the mutual obligations of the customer and Company. Special contracts will be filed with the Board.
- 21- In case of fraud, deception, illegal use, or when it is clearly indicated that the customer is preparing to leave, the Company may demand immediate payment of accounts and terminate service without further notice.
- 22- The Company reserves the right to change, take from or add to this tariff and the Standard Terms and Conditions, to the extent permitted by law, or permitted by the applicable regulations of the state regulatory body having jurisdiction.
- 23- For all materials furnished or services rendered to any governmental agency or unit of the United States, New Jersey, or sub-unit thereof, that is not covered by any other tariff provision or rate schedule, and which pertain to hydrants, meters or situations involving emergencies, the charges will be 10% more than the total of the following applicable items:
  - (a) Equipment and materials: actual costs;
  - (b) Labor charges: actual costs (including base plus fringe); and,
  - (c) Other charges: actual costs (such as permits, police protection, contractor labor, restoration, etc.).

Effective: September 21, 2015

Issued: September 16, 2015

# STANDARD TERMS AND CONDITIONS WATER

#### SPECIAL PROVISIONS (Continued)

- 4- Service shall be restored within 12 hours upon proper application when: 1. all of the conditions under which service was discontinued are corrected; and 2. payment of all charges due is received at the utility or at an authorized payment center and the utility has received notice of the payment. Any other provision notwithstanding, the utility shall restore service within 12 hours if there is a complaint involving such matters before the Board and Board staff so directs the utility. N.J.A.C. 14:3-3A.9
- 5- If more than one meter test is made within a twelve (12) month period at the request of the customer and the meter is found to be accurate, the Company shall charge the customer for this meter test at the rate set forth in Rate Schedule P-2 for each additional test. (N.J.A.C. 14:3-4.5). If the meter is found to register fast by more than one and one-half percent (1.5%) of the water passed through the meter at full capacity, the customer will not be charged for the test. N.J.A.C. 14:3-4.6
- 6- If a meter is found to be registering less than 100 percent of the service provided, the utility shall not adjust the charges retrospectively or require the customer to repay the amount undercharged, except if: 1) the meter was tampered with; 2) the meter failed to register at all; or 3) the circumstances are such that the customer should reasonably have known that the bill did not reflect the actual usage. In cases where the meter registers zero usage for an entire billing period, and the customer has knowingly taken and received water service, the customer shall be deemed to have reasonable knowledge that the meter may be defective or malfunctioning. If a meter is found to be registering less than 100 percent of the service provided because of theft or tampering, the utility may require immediate payment of the amount the customer was undercharged. In cases of a charge to a customer's account under 2 or 3 above, the customer shall be allowed to amortize the payments for a period of time equal to that period of time during which the customer was undercharged.
- 7- Rules concerning estimated bills for residential customers are as follows: (1) The Company shall maintain a regular meter reading schedule and make a reasonable effort to read all meters, (2) The Company, upon request, must make available to all customers a postage-paid business reply card on which the customer may mark the meter reading. Said card shall have appropriate explanation. The utility must permit the customer to telephone the meter reading to the utility. The customer reading is to be used in lieu of an estimated reading, provided the reading is received in time for billing, (3) When the Company estimates an account for four consecutive billing periods (monthly accounts), or two consecutive billing periods (bi-monthly and quarterly accounts), the Company must initiate a program to mail a notice marked "Important Notice" to the customer on the fifth and seventh months explaining that a meter reading must be obtained and said notice must explain the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted, the Company may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board of Public Utilities has been so notified, and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the utility may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for non-payment. The reconnection charge shall become due when service is restored, whether the Company or an authorized professional physically restores service. Unauthorized reconnections shall be considered theft of service. Unauthorized reconnections by a customer no longer in arrears, shall be considered tampering with utility facilities. (4) The Company must submit to the Board of Public Utilities a statement detailing their estimating procedures. (5) An estimated bill must be clearly designated as such. (6) If low estimates result in a customer receiving an actual bill that is at least twenty five percent (25%) greater than the prior estimated bill, the Company shall allow the customer to amortize the excess amount. The amortization will be in equal installments over a period of time equal to the period when no actual meter reading was taken by the customer or the Company. (7) Annually, the Company shall notify all customers of their rights to amortize as set forth in N.J.A.C. 14:3-7.2.

(Continued)

Issued: September 16, 2015

Effective: September 21, 2015

Effective: March 30, 2007

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Issued: March 30, 2007

By: Walter Lynch, President
131 Woodcrest Road, Cherry Hill, New Jersey 08003
Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR06030257 dated April 2, 2007.

Fourth Revised Sheet: No. 22 Superseding Third Revised Sheet: No. 22

#### AREA SERVED - WATER SERVICE (Continued)

#### **Camden County**

Franchise Customers Resale Customers Boroughs Audubon Camden (11th and 12th Wards) \*\* Audubon Park Township of Haddon Barrington **Townships** Aqua New Jersey Water Co. Bellmawr \*\* Cherry Hill \*\* Borough of Berlin Clementon \*\* Gloucester \*\* Merchantville-Pennsauken Gibbsboro Haddon \*\* Water Commission Haddon Heights Pennsauken \*\* Winslow Township MUA Haddonfield (1E) Voorhees Borough of Pine Hill Hi-Nella Laurel Springs Lawnside

**Cape May County** 

Franchise Customers Resale Customers

Cities Ocean City Middle Township Water District #2

**Townships** Middle \* Upper

Lindenwold Magnolia Mt. Ephraim Oaklyn Runnemede Somerdale Stratford

**Essex County** 

Franchise Customers Resale Customers

Boroughs <u>Townships</u> North Caldwell \*\* Cedar Grove \*\* Township of Livingston

Irvington Livingston \*\* Maplewood Millburn

South Orange Village \*\*

West Orange

**Gloucester County** 

Franchise Customers Resale Customers **Townships** Deptford Township MUA

East Greenwich \*\* Harrison (1A) Logan (1) & (1B) Mantua\*\* Woolwich\*\*

East Greenwich Township Elk Township MUA Mantua Township MUA Township of West Deptford City of Woodbury

Borough of Pitman

Borough of Woodbury Heights Borough of Glassboro Borough of National Park

(Continued)

Issued: September 16, 2015

Effective: September 21, 2015

Fourth Revised Sheet: No. 24 Superseding Third Revised Sheet: No. 24

#### AREA SERVED - WATER SERVICE (Continued)

#### **Morris County**

Franchise Customers Boroughs

**Townships** Chatham

Florham Park \*\* Chester

Mendham

Chester (2) (1D)\*\* Harding \*

Long Hill (formerly Passaic) Mendham \*\*

Mt. Olive (1) (1D)\*\*

Resale Customers

Township of East Hanover Roxiticus Water Company

**Ocean County** 

Franchise Customers

**Boroughs Townships** Bay Head Berkeley\* Lavallette \*\*

Mantoloking

Brick\*\* Toms River (formerly Dover)\*\*

Lakewood Plumsted (3) Resale Customers

Resale Customers

Franklin Township (2)

Effective: May 1, 2012

Lakewood Township MUA Borough of Point Pleasant

**Passaic County** 

Franchise Customers

**Boroughs** West Paterson \*\*

Townships Little Falls

**Salem County** 

Franchise Customers

**Boroughs** Pennsgrove (1B)

**Boroughs** 

Far Hills

Manville (2)

Millstone (2)

Bernardsville

Bound Brook (2)

Townships Carneys Point (1B) Oldmans (1B)

**Somerset County** 

Franchise Customers

**Townships** 

Bedminster (1) & (2) Bernards Branchburg (2)

Bridgewater (2) Franklin (2) \*\* Green Brook (2)

Hillsborough (2)

Montgomery (2)

Warren (1) & (2)

North Plainfield (2) Peapack and Gladstone (2) Raritan (2) Rocky Hill

Somerville (2) South Bound Brook (2) Watchung (1) & (2)

(Continued)

Issued: May 1, 2012

By: David K. Baker, President

1025 Laurel Oak Road, Voorhees, New Jersey 08043 Filed pursuant to Order of the Board of Public Utilities entered in

Docket No. WR11070460 dated May 1, 2012.

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Issued: September 16, 2015 Effective: September 21, 2015

Evemnt

Effective: September 21, 2015

# RATE SCHEDULE A-2 GENERAL METERED SERVICE

#### **APPLICABILITY**

Applicable for general metered sales for resale service throughout Service Area 1 and Service Area 3 Mansfield Township (Homestead) served by the Company, except as specifically provided elsewhere in this tariff. The charge for general metered service shall consist of the total of the Fixed Service Charge, the Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1, and the Distribution System Improvement Charge (DSIC), as shown on Rate Schedule K.

#### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### FIXED SERVICE CHARGE

All general metered water service customers shall pay a fixed service charge based on the size of each meter installed by the Company. Customers with multiple meters shall be charged for each meter at the indicated rate. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

Non-Evennt

	INOTI-LAC	<u>npt</u>	Exemp	<u>rr</u>
Size of Meter	Per Month	Per Quarter	Per Month	Per Quarter
5/8"	\$13.60	\$40.80	\$11.73	\$35.19
3/4"	20.40	61.20	17.59	52.77
1"	34.00	102.00	29.32	87.96
1 1/2"	68.00	204.00	58.64	175.92
2"	108.80	326.40	93.82	281.46
3"	204.00	612.00	175.91	527.73
4"	340.00	1,020.00	293.19	879.57
6"	680.00	2,040.00	586.38	1,759.14
8"	1,088.00	3,264.00	938.21	2,814.63
10"	1,360.00	4,080.00	1,172.76	3,518.28
12"	1,700.00	5,100.00	1,465.95	4,397.85
16"	2,720.00	8,160.00	2,345.52	7,036.56

#### WATER CHARGE

In addition to the Fixed Service Charge set forth above, a charge will be made for all water used as registered by the meter.

	Gallons	Gallons	Rate	Rate
	Per Month	Per Quarter	Per 100 Gallons	Per 1,000 Gallons
Non-Exempt	All	All	\$0.61498	\$6.1498
Exempt	All	All	\$0.53031	\$5.3031
	Cubic Feet	Cubic Feet	Rate	Rate
	Per Month	Per Quarter	Per 10 Cubic Feet	Per 100 Cubic Feet
Non-Exempt	All	All	\$0.460005	\$4.60005
Exempt	All	All	\$0.396672	\$3.96672

#### **TERMS OF PAYMENT**

Valid bills for general metered water service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

Issued: September 16, 2015

# RATE SCHEDULE A-4 GENERAL METERED SERVICE

#### **APPLICABILITY**

Applicable for general metered sales for resale service throughout Service Area 2, Service Area 3 and Service Area 1A served by the Company, except as specifically provided elsewhere in this tariff. The charge for general metered service shall consist of the total of the Fixed Service Charge, the Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1, and the Distribution System Improvement Charge (DSIC), as shown on Rate Schedule K.

#### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### FIXED SERVICE CHARGE

All general metered water service customers shall pay a fixed service charge based on the size of each meter installed by the Company. Customers with multiple meters shall be charged for each meter at the indicated rate. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

	Non-Exe	<u>mpt</u>	Exemp	<u>ot</u>
Size of Meter	Per Month	Per Quarter	Per Month	Per Quarter
5/8"	\$13.60	\$40.80	\$11.73	\$35.19
3/4"	20.40	61.20	17.59	52.77
1"	34.00	102.00	29.32	87.96
1 1/2"	68.00	204.00	58.64	175.92
2"	108.80	326.40	93.82	281.46
3"	204.00	612.00	175.91	527.73
4"	340.00	1,020.00	293.19	879.57
6"	680.00	2,040.00	586.38	1,759.14
8"	1,088.00	3,264.00	938.21	2,814.63
10"	1,360.00	4,080.00	1,172.76	3,518.28
12"	1,700.00	5,100.00	1,465.95	4,397.85
16"	2.720.00	8,160,00	2.345.52	7.036.56

#### WATER CHARGE

In addition to the Fixed Service Charge set forth above, a charge will be made for all water used as registered by the meter.

	Gallons	Gallons	Rate	Rate
	Per Month	Per Quarter	Per 100 Gallons	Per 1,000 Gallons
Non-Exempt	All	All	\$0.60033	\$6.0033
Exempt	All	All	\$0.51768	\$5.1768
	Cubic Feet	Cubic Feet	Rate	Rate
	Per Month	Per Quarter	Per 10 Cubic Feet	Per 100 Cubic Feet
Non-Exempt	All	All	\$0.449047	\$4.49047
Exempt	All	All	\$0.387225	\$3.87225

#### TERMS OF PAYMENT

Valid bills for general metered water service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

Issued: September 16, 2015 Effective: September 21, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: January 1, 2011

Effective: January 1, 2011

# RATE SCHEDULE A-8 GENERAL METERED SERVICE

#### **APPLICABILITY**

Applicable for general metered residential, commercial, industrial, municipal and sales for resale service to customers served by the Company in the Columbus section of the Townships of Mansfield and Southampton, Burlington County in Service Area 3, except as specifically provided elsewhere in this tariff. The charge for general metered service shall consist of the total of the Fixed Service Charge, the Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1, and the Distribution System Improvement Charge (DSIC), as shown on Rate Schedule K.

#### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### **FIXED SERVICE CHARGE**

All general metered water service customers shall pay a fixed service charge based on the size of each meter installed by the Company. Customers with multiple meters shall be charged for each meter at the indicated rate. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

	Non-Exe	<u>mpt</u>	Exemp	<u>ot</u>
Size of Meter	Per Month	Per Quarter	Per Month	Per Quarter
5/8"	\$13.60	\$40.80	\$11.73	\$35.19
3/4"	20.40	61.20	17.59	52.77
1"	34.00	102.00	29.32	87.96
1 1/2"	68.00	204.00	58.64	175.92
2"	108.80	326.40	93.82	281.46
3"	204.00	612.00	175.91	527.73
4"	340.00	1,020.00	293.19	879.57
6"	680.00	2,040.00	586.38	1,759.14
8"	1,088.00	3,264.00	938.21	2,814.63
10"	1,360.00	4,080.00	1,172.76	3,518.28
12"	1,700.00	5,100.00	1,465.95	4,397.85
16"	2,720.00	8,160.00	2,345.52	7,036.56

#### WATER CHARGE

In addition to the Fixed Service Charge set forth above, a charge will be made for all water used as registered by the meter.

	Gallons	Gallons	Rate*	Rate*
	Per Month	Per Quarter	Per 100 Gallons	Per 1,000 Gallons
Non-Exempt	All	All	\$0.52433	\$5.2433
Exempt	All	All	\$0.45214	\$4.5214
	Cubic Feet	Cubic Feet	Rate*	Rate*
	Per Month	Per Quarter	Per 10 Cubic Feet	Per 100 Cubic Feet
Non-Exempt	All	All	\$0.392199	\$3.92199
Exempt	All	All	\$0.338201	\$3.38201

#### **TERMS OF PAYMENT**

Valid bills for general metered water service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

#### SPECIAL PROVISION

\*Non-Exempt consumption charges reflect a water tax of \$.01 per 1,000 gallons (\$.00748 per 100 cubic feet) of water consumed pursuant to N.J.S.A. 58:12A-21(a). Exempt consumption charges reflect a water tax of \$.01 multiplied by 0.862323 per 1,000 gallons. This water tax is not applicable for sales for resale service.

Effective: September 21, 2015

Issued: September 16, 2015

Fifth Revised Sheet: No. 34B Superseding Fourth Revised Sheet: No. 34B

Effective: September 21, 2015

# RATE SCHEDULE A-10 GENERAL METERED SERVICE

#### **APPLICABILITY**

Applicable for general metered residential, commercial, industrial, municipal and sales for resale service to customers served by the Company in Service Area 1B, except as specifically provided elsewhere in this tariff. The charge for general metered service shall consist of the total of the Fixed Service Charge, the Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1, and the Distribution System Improvement Charge (DSIC), as shown on Rate Schedule K.

#### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### **FIXED SERVICE CHARGE**

All general metered water service customers shall pay a fixed service charge based on the size of each meter installed by the Company. Customers with multiple meters shall be charged for each meter at the indicated rate. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

	Non-Exe	<u>mpt</u>
Size of Meter	Per Month	Per Quarter
5/8"	\$13.60	\$40.80
3/4"	20.40	61.20
1"	34.00	102.00
1 ½"	68.00	204.00
2"	108.80	326.40
3"	204.00	612.00
4"	340.00	1,020.00
6"	680.00	2,040.00
8"	1,088.00	3,264.00
10"	1,360.00	4,080.00
12"	1,700.00	5,100.00

#### **WATER CHARGE**

In addition to the Fixed Service Charge set forth above, a charge will be made for all water used as registered by the meter

Non-Exempt	Gallons	Gallons	Rate*	Rate*
	<u>Per Month</u>	<u>Per Quarter</u>	<u>Per 100 Gallons</u>	<u>Per 1,000 Gallons</u>
	All	All	\$0.44988	\$4,4988
Non-Exempt	Cubic Feet	Cubic Feet	Rate*	Rate*
	<u>Per Month</u>	<u>Per Quarter</u>	<u>Per 10 Cubic Feet</u>	<u>Per 100 Cubic Feet</u>
	All	All	\$0.336510	\$3.36510

#### **TERMS OF PAYMENT**

Valid bills for general metered water service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

#### SPECIAL PROVISION

\*Non-Exempt consumption charges reflect a water tax of \$.01 per 1,000 gallons (\$.00748 per 100 cubic feet) of water consumed pursuant to N.J.S.A. 58:12A-21(a). This water tax is not applicable for sales for resale service.

Issued: September 16, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: September 1, 2010

Effective: September 1, 2010

Third Revised Sheet: No. 34F Superseding Second Revised Sheet: No. 34F

# RATE SCHEDULE A-14 IRRIGATION SERVICE - WATER

#### **APPLICABILITY**

Applicable to use of water supplied through meters located in Service Area 1D, formerly served by Applied Wastewater Management, Inc. ("Applied"), noted on Sheet Nos. 21 – 25 for the sole purpose of irrigation. Whenever service is established or is discontinued, all applicable fixed service charges shall be prorated to the date of establishment or discontinuance of service. The charge for the general metered service shall consist of the total of the Fixed Service Charge, the Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1, and the Distribution System Improvement Charge (DSIC), as shown on Rate Schedule K.

#### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### WATER CHARGE

Non-Exempt	Gallons	Gallons	Rate*	Rate*
	<u>Per Month</u>	<u>Per Quarter</u>	<u>Per 100 Gallons</u>	<u>Per 1,000 Gallons</u>
	All	All	\$0.76619	\$7.6619
Non-Exempt	Cubic Feet <u>Per Month</u> All	Cubic Feet <u>Per Quarter</u> All	Rate* <u>Per 10 Cubic Feet</u> \$0.573110	Rate* Per 100 Cubic Feet \$5.73110

#### **FIXED SERVICE CHARGE**

	Non-E	Exempt
Size of Meter	Rate Per Month	Rate Per Quarter
5/8" or 5/8" x ¾"	\$13.60	\$40.80
3/4"	20.40	61.20
1"	34.00	102.00
1 ½"	68.00	204.00
2"	108.80	326.40
3"	204.00	612.00
4"	340.00	1,020.00
6"	680.00	2,040.00
8"	1,088.00	3,264.00

#### **TERMS OF PAYMENT**

Valid bills for service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

#### **SPECIAL PROVISION**

\*Consumption charges reflect a water tax of \$.01 per 1,000 gallons (\$.00748 per 100 cubic feet) of water consumed pursuant to N.J.S.A. 58:12A-21(a). This water tax is not applicable for sales for resale service.

Issued: September 16, 2015 Effective: September 21, 2015

Effective: September 21, 2015

# RIDER A ECONOMIC DEVELOPMENT PROGRAM

#### **ELIGIBILITY:**

- Minimum Annual Average Monthly Volume: 35,000 gallons per monthly billing cycle for new customers or a net increase of 35,000 gallons for existing customers meeting the additional provisions below.
- Employment of a minimum of ten (10) new full-time equivalent employees or a 50% increase in the number of new full-time jobs created, whichever is less, who will be employed in the new or expanded space.
- Customer Classes: General Metered Service Commercial and General Metered Service Industrial
  - Customer class exception: Residential uses in Commercial class (Apartments and condominiums) while considered commercial customers, are not eligible for this program.
- New customers who lease, purchase or construct new space for manufacturing, retail, research, office
  or warehousing.
- Existing customers who lease, purchase or construct new space for manufacturing, retail, research, office or warehousing and/or expand its existing operations.
- Any existing space that is reconverted for use for the purpose of qualifying under this program must have been vacant for a minimum of one (1) year.
- Application to New Jersey American Water shall be made on the Company's form, which must be completed and submitted by the customer and approved by New Jersey American Water, at the Company's discretion, before the customer may participate in the program.
- An annual certification is required. The certification shall be made on the form prescribed by New Jersey American Water by an officer of the customer stating that eligibility requirements have been met Failure to submit the annual certification shall be grounds for termination of the customer's participation in the program. in the program.

#### **BENEFITS:**

- Credit on water consumption charge for up to four (4) years. Applicable fixed charges, PWAC charges, and any other applicable charges will continue to be applied at the standard rate, as set forth within this tariff
- Amount of Credit on Water Consumption Charges:

Year	Amount of Cred
1 <sup>st</sup> Year	50%
2 <sup>nd</sup> Year	40%
3 <sup>rd</sup> Year	25%
4 <sup>th</sup> Year	10%

Additional credit of five per cent (5%) on water consumption charges will be added to the above credits
for all of the Company's customers who qualify for the Economic Development Program and who are
also located in a "priority location" (Urban Enterprise Zone) as defined by the New Jersey Economic
Development Authority.

#### NOTE

The decision to accept the initial application, or continued participation, of a customer into the program resides with New Jersey American Water, at the Company's discretion. Also, the ability to include customers into the program is subject to available capacity as established through the New Jersey Department of Environmental Protection permitting process.

Failure of the customer to maintain the minimum monthly usage during 2 or more months in a rolling 12-month period shall be grounds to remove the customer from the Economic Development Program.

Issued: September 16, 2015

Fifth Revised Sheet: No. 37 Superseding Fourth Revised Sheet: No.37

# RATE SCHEDULE D SALES FOR RESALE - OFF-PEAK SERVICE

#### **APPLICABILITY**

Applicable to Sales for Resale customers served by the Company who have executed an Off Peak Water Sales Agreement ("Agreement") with an initial term of 10 years and a minimum Off Peak Demand, as defined in the Agreement, of 50,000 gallons per day. The charge for service shall consist of the total of the Fixed Service Charge, the Commodity Charge, the Demand Charge, the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1, and the Distribution System Improvement Charge (DSIC), as shown on Rate Schedule K.

#### **CHARACTER OF SERVICE**

Continuous, except as limited by the terms of the agreement.

#### FIXED SERVICE CHARGE

All such customers shall pay a monthly fixed service charge based on the size of each meter installed by the Company, in addition to the charge for the commodity of water used and the charge for the demand selected or experienced, whichever is greater. Customers with multiple meters shall be charged for each meter at the indicated rate. Whenever service is established for a new customer or discontinued for a customer leaving the system permanently, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service. The fixed service charge shall not be prorated for any service provided during the months of May through September of each year.

Non-Exempt		<u>pt</u>	Exempt	
Size of Meter	Per Month	Per Quarter	Per Month	Per Quarter
5/8"	\$13.60	\$40.80	\$11.73	\$35.19
3/4"	20.40	61.20	17.59	52.77
1"	34.00	102.00	29.32	87.96
1 1/2"	68.00	204.00	58.64	175.92
2"	108.80	326.40	93.82	281.46
3"	204.00	612.00	175.91	527.73
4"	340.00	1,020.00	293.19	879.57
6"	680.00	2,040.00	586.38	1,759,14
8"	1,088.00	3,264.00	938.21	2,814.63
10"	1,360.00	4,080.00	1,172.76	3,518.28
12"	1,700.00	5,100.00	1,465.95	4,397.85
16"	2,720.00	8,160.00	2,345.52	7,036.56

#### **COMMODITY CHARGE**

A charge will be rendered for all water used pursuant to the provisions of the Applicability section of this Rate Schedule D as follows:

	<u>Rate Per 100 Gallons</u>		Rate Per 1,000 Gallons	
Gallons Per Month	Non-Exempt	Exempt	Non-Exempt	Exempt
All	\$0.05264	\$0.04539	\$0.5264	\$0.4539
	Rate Per 10	Cubic Feet	Rate Per 10	Cubic Feet
Gallons Per Month	Non-Exempt	<u>Exempt</u>	Non-Exempt	Exempt
All	\$0.039375	\$0.033952	\$0.39375	\$0.33952

#### **DEMAND CHARGE**

A monthly charge will be rendered for all water available to the customer in accordance with the customer's Off Peak Demand, as provided for in the Agreement. The Demand Rate is 91.96% of the Commodity-Demand Service Demand Rate set forth on Rate Schedule C.

Off Peak Demand Charge Per Month				
Rate Per 100 Gallons of Off Peak Demand		Rate Per 1,000 Gallons	of Off Peak Demand	
Non-Exempt	Exempt	Non-Exempt	Exempt	
\$5.747	\$4.957	\$57.47	\$49.57	
Rate Per 10 Cubic	Feet of Off Peak Demand	Rate Per 100 Cubic Feet	t of Off Peak Demand	
Non-Exempt	<u>Exempt</u>	Non-Exempt	Exempt	
\$4.2989	\$3.7078	\$42.989	\$37.078	

#### TERMS OF PAYMENT

Valid bills for sales for resale service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due 30 days after the invoice date. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance.

Issued: September 16, 2015 Effective: September 21, 2015

First Revised Sheet: No. 39 Superseding Original Sheet: No. 39

Effective: January 1, 2011

#### RATE SCHEDULE E SALES FOR RESALE - MANASQUAN (Continued)

#### **DEFINITIONS:**

#### **UNINTERRUPTIBLE SERVICE**

Uninterruptible service is water service to be provided to customers in quantities specified in Appendix A herein or Schedule A of the Water Resale and Treatment Agreement. The Annual Purchase Requirement is the minimum total volume of water per year which will be purchased take-or-pay by the customer from the Company. The Company agrees to provide to the customer the quantity specified in Appendix A herein or Schedule A of the Water Resale and Treatment Agreement unconditionally, except to the extent that: (1) the limitations of Appendix A herein or Schedule A of the Water Resale and Treatment Agreement apply to restrict the quantity of water which the customer may take on a maximum monthly, maximum daily and peak hourly basis; and, (2) in those cases where the contracts have been executed, the provisions of Section 5 of the Agreement, regarding force majeure events, may apply under certain circumstances. The rate may be found on Rate Schedule E of the present tariff.

#### **INTERRUPTIBLE SERVICE**

Interruptible service means a supply of water, to the extent that the Company in its reasonable judgment determines that it has excess water available above the Annual Purchase Period Limitations specified in Appendix A herein or Schedule A of the Water Resale and Treatment Agreement, which may be provided to the customer: (1) to meet extraordinary consumer demand requirements; (2) for occasional, temporary, or emergent needs; or (3) in such other circumstances as shall be agreed upon by the Company and the customer. The rate may be found on Rate Schedule E of the present tariff.

#### **TERMS OF PAYMENT**

Valid bills for sales for resale service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due 30 days after the invoice date. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance.

(Continued)

Issued: January 1, 2011

By: John Bigelow, President 1025 Laurel Oak Road, Voorhees, New Jersey 08043 Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR10040260 dated December 6, 2010.

#### RATE SCHEDULE E SALES FOR RESALE - MANASQUAN

# APPENDIX A (Continued)

Borough of Matawan

Annual Purchase Requirement: 121.18 MGY

# Uninterruptible Service Annual Purchase Period Limitations

<u>Month</u>	Maximum Monthly Purchase (MG)	Maximum Daily Purchase (MG)	Peak Hourly Purchase (GPM)
January	24	1.20	900
February	21	1.05	900
March	23	1.15	900
April	21	1.05	900
May	0	0.00	0
June	0	0.00	0
July	0	0.00	O
August	0	0.00	0
September	0	0.00	0
October	23	1.15	900
November	23	1.15	900
December	23	1.15	900

Borough of Red Bank

Annual Purchase Requirement: 200.0 MGY

# Uninterruptible Service Annual Purchase Period Limitations

	Maximum Monthly	Maximum Daily	Peak Hourly
<u>Month</u>	Purchase (MG)	Purchase (MG)	Purchase (GPM)
January	51	2.55	2100
February	51	2.55	2100
March	51	2.55	2100
April	34	1.46	1200
May	6	0.30	300
June	6	0.30	300
July	6	0.30	300
August	6	0.30	300
September	6	0.30	300
October	34	1.46	1200
November	62	2.66	2150
December	62	2.66	2150

With mutual consent, the parties may agree to reduce delivery at one point while increasing delivery at the other point.

(Continued)

Issued: September 16, 2015

Effective: September 21, 2015

Effective: September 21, 2015

# RATE SCHEDULE F OPTIONAL INDUSTRIAL WHOLESALE

#### **APPLICABILITY**

Applicable only to customers that are served by the Company and that (a) use 1,250,000 or more cubic feet of water per month, each and every month (b) have loading factors not in excess of 1.2 times their monthly consumption on an average daily basis, (c) have signed an annual commitment as to their average monthly consumption on an average daily basis. The charge for service shall consist of the total of the Fixed Service Charge, the Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1, and the Distribution System Improvement Charge (DSIC), as shown on Rate Schedule K.

#### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### WATER CHARGE

Rate Per 100 Gallons		Rate Per 1	000 Gallons
Non-Exempt	Exempt	Non-Exempt*	Exempt*
\$0.35144	\$0.30305	\$3.5144	\$3.0305
Rate Per 10	Cubic Feet	Rate Per 10	0 Cubic Feet
Non-Exempt	Exempt	Non-Exempt*	Exempt*
\$0.262877	\$0.226681	\$2.62877	\$2.26681

#### **FIXED SERVICE CHARGE**

All such customers shall pay a Fixed Service Charge based on the size of the meter installed by the Company. Customers with multiple meters shall be charged for each meter at the indicated rate. Whenever service is established or discontinued, all applicable fixed charged shall be prorated to the date of establishment or discontinuance of service as follows:

	Non-Exe	<u>mpt</u>	Exemp	<u>ot</u>
Size of Meter	Per Month	Per Quarter	Per Month	Per Quarter
5/8"	\$13.60	\$40.80	\$11.73	\$35.19
3/4"	20.40	61.20	17.59	52.77
1"	34.00	102.00	29.32	87.96
1 1/2"	68.00	204.00	58.64	175.92
2"	108.80	326.40	93.82	281.46
3"	204.00	612.00	175.91	527.73
4"	340.00	1,020.00	293.19	879.57
6"	680.00	2,040.00	586.38	1,759.14
8"	1,088.00	3,264.00	938.21	2,814.63
10"	1,360.00	4,080.00	1,172.76	3,518.28
12"	1,700.00	5,100.00	1,465.95	4,397.85
16"	2,720.00	8,160.00	2,345.52	7,036.56

#### MINIMUM CONSUMPTION CHARGE

A minimum consumption charge is applicable. The minimum consumption charge is equal to 1,250,000 cubic feet of water per month multiplied by the appropriate Water Charge herein and the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1.

#### **TERMS OF PAYMENT**

Valid bills for sale of water under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance.

(Continued)

Issued: September 16, 2015

Fourth Revised Sheet: No. 45 Superseding Third Revised Sheet: No. 45

Effective: September 21, 2015

#### RATE SCHEDULE G SALES FOR RESALE - SERVICE TO OTHER SYSTEMS

#### **APPLICABILITY**

Applicable to Sales for Resale customers receiving service from the Company as of December 8, 2008. Applicable to customers served by the Company throughout Service Area 2 that have a contract demand of 500,000 or more gallons per day pursuant to a contract entered into with the Company at the Company's sole option. The charge for metered Service to Other Systems Under Contract shall consist of the total of Water Charge and the Purchased Water Adjustment Clause (PWAC) Charge, as shown on Rate Schedule O-1.

#### **CHARACTER OF SERVICE**

Continuous, except as limited by written agreement.

#### **WATER CHARGE**

<u>Consumption</u> Rate per Million Gallons
Non-Exempt Exempt

All water usage \$2,769.80 \$2,388.50

Rate Per 100 Gallons

 Non-Exempt
 Exempt

 All water usage
 \$0.27698
 \$0.23885

#### **TERMS OF PAYMENT**

Valid bills for sale of water under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance.

#### **TERMS**

Subject to written agreement.

#### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

Issued: September 16, 2015

Fifth Revised Sheet: No. 47 Superseding Fourth Revised Sheet: No. 47

#### RATE SCHEDULE K

#### **DISTRIBUTION SYSTEM IMPROVEMENT CHARGE**

Applicable to all general metered service and sales for resale customers throughout the entire territory served.

#### **CHARACTER**

Continuous, except as limited by the "Standard Terms and Conditions".

#### **DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)**

In addition to all other charges for general metered service (GMS) and sales for resale customers throughout the entire territory served, the following charges will be assessed on a fixed, per meter basis for each monthly bill, commencing September 21, 2015.

#### RATE

This charge is in addition to Rate Schedules A-1 through A-14, C, D, E, F and H.

Size of Meter	Non-Exempt Per Month	Exempt Per Month
5/8"	\$0.00	\$0.00
3/4"	0.00	0.00
1"	0.00	0.00
1 1/2"	0.00	0.00
2"	0.00	0.00
3"	0.00	0.00
4"	0.00	0.00
6"	0.00	0.00
8"	0.00	0.00
10"	0.00	0.00
12"	0.00	0.00
16"	0.00	0.00

#### **FILING**

The DSIC is authorized pursuant to N.J.A.C. 14:9-10.1 et seq. and the procedures for filing, reviewing, approving and implementing the DSIC are set forth therein. The DSIC is a based on the Company's Foundational Filing, which was reviewed and approved by the Board of Public Utilities on September 11, 2015. The approval process included public notice and four public hearings. The notice included proposed surcharge amounts, which were estimated based on projected construction schedules, costs and other factors. Pursuant to the approved Foundational Filing, the Company shall endeavor to make semi-annual DSIC filings at approximately six month intervals. The DSIC is subject to a maximum amount and other limitations in N.J.A.C. 14:9-10.1 et seq.

#### TERMS OF PAYMENT

See Rate Schedules for applicable customer classes.

#### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

Issued: September 16, 2015 Effective: September 21, 2015

Fourth Revised Sheet: No. 49 Superseding Third Revised Sheet: No.49

# RATE SCHEDULE L-2 PRIVATE FIRE PROTECTION SERVICE

#### **APPLICABILITY**

Applicable for service furnished exclusively to private fire protection facilities served by the Company in Service Area 1 in the townships of Logan and Woolwich, Gloucester County in the area formerly served by Logan Wells Water Company.

#### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### RATES

The charge for private fire protection shall consist of the total of the sprinkler head charge based on the number of sprinkler heads and the hydrant charge based on the number of hydrants.

	Per Month	Per Quarter
For each Sprinkler Head	\$0.92	\$2.76
For each Hydrant	\$28.86	\$86.58

#### **TERMS OF PAYMENT**

Valid bills for private fire protection service furnished under this schedule are to be rendered in monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least thirty (30) days' notice prior to the proposed discontinuance. The Company will adhere to all applicable notification requirements found in N.J.A.C. 14:3-3A.4(j) before discontinuing service.

#### **TERM**

Continuous until water service to the customer is permanently discontinued. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

#### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

#### SPECIAL PROVISIONS

No additional charge shall be made for water used in extinguishing fires or for underwriters' tests where service is furnished under this schedule.

Private fire service lines shall be equipped with special meters and are to be used exclusively for fire protection purposes. No water shall be used through these connections except for purposes of underwriters' tests or extinguishment of fire. Any water usage for other purposes will be computed under the General Metered Service Rate Schedule A-1.

Residential customers served by a water service line of two (2) inches or less in diameter will not be imposed a standby fee for fire protection system.

Certified residential health care facilities and rooming or boarding houses which are required to install private fire sprinkler systems pursuant to <u>P.L.</u> 1971, c. 136 (<u>N.J.S.A.</u> 26: 2H-1, <u>et seq.</u>) and <u>P.L.</u> 1979, c. 496 (<u>N.J.S.A.</u> 55:13B-1, <u>et seq.</u>) and regulations promulgated under these two statutes, shall be exempt from payment of the private fire protection service charges. Such exemption shall not be granted until the appropriate state agency, either the Department of Community Affairs or the Department of Health, certifies to the Company and to the Board of Public Utilities that the particular residential health care facility or rooming house or boarding house meets the requirements of <u>P.L.</u> 1981 c. 514 and the regulations adopted pursuant thereto and is thereby entitled to the exemption from the private fire sprinkler systems stand-by charge

Issued: September 16, 2015

By: William M. Varley, President 1025 Laurel Oak Road, Voorhees, New Jersey 08043 Filed pursuant to Order of the Board of Public Utilities entered in

Docket No. WR15010035 dated September 11, 2015.

Fourth Revised Sheet: No. 51 Superseding Third Revised Sheet: No. 51

Effective: September 21, 2015

# RATE SCHEDULE L-4 PRIVATE FIRE PROTECTION SERVICE (NOT APPLICABLE FOR NEW CUSTOMERS)

#### **APPLICABILITY**

Applicable for service furnished exclusively to customers in Service Area 2 existing as of September 1, 1970 for private fire protection facilities installed without meters served by the Company in Princeton, Mercer County, except as specifically provided elsewhere in this tariff.

#### **CHARACTER OF SERVICE**

Continuous, except as limited by the "Standard Terms and Conditions."

#### RATES

Sprinkler connections

 Size of Service
 Per Month
 Per Quarter

 For each 4-inch service
 \$75.87
 \$227.61

 For each 6-inch service
 112.22
 336.66

#### **TERMS OF PAYMENT**

Valid bills for private fire protection service furnished under this schedule are to be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least thirty (30) days' notice prior to the proposed discontinuance. The Company will adhere to all applicable notification requirements found in N.J.A.C. 14:3-3A.4(j) before discontinuing service.

#### **TERM**

Continuous until water service to the customer is permanently discontinued. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

#### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

#### SPECIAL PROVISIONS

No additional charge shall be made for water used in extinguishing fires or for underwriters' tests where service is furnished under this schedule.

Private fire service lines shall be equipped with special meters and are to be used exclusively for fire protection purposes. No water shall be used through these connections except for purposes of underwriters' tests or extinguishment of fire. Any water usage for other purposes will be computed under the General Metered Service Rate Schedule A-3.

Certified residential health care facilities and rooming or boarding houses which are required to install private fire sprinkler systems pursuant to <u>P.L.</u> 1971, c. 136 (<u>N.J.S.A.</u> 26: 2H-1, <u>et seq.</u>) and <u>P.L.</u> 1979, c. 496 (<u>N.J.S.A.</u> 55:13B-1, <u>et seq.</u>) and regulations promulgated under these two statutes, shall be exempt from payment of the private fire protection service charges. Such exemption shall not be granted until the appropriate state agency, either the Department of Community Affairs or the Department of Health, certifies to the Company and to the Board of Public Utilities that the particular residential health care facility or rooming house or boarding house meets the requirements of <u>P.L.</u> 1981 c. 514 and the regulations adopted pursuant thereto and is thereby entitled to the exemption from the private fire sprinkler systems stand-by charge.

Issued: September 16, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: January 1, 2011

Docket No. WR10040260 dated December 6, 2010.

Effective: September 21, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: September 16, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: September 1, 2010

By: John Bigelow, President

1025 Laurel Oak Road, Voorhees, New Jersey 08043 Filed pursuant to Order of the Board of Public Utilities entered in

Docket No. WM09110890 dated April 16, 2010.

THIS SHEET RESERVED FOR FUTURE USE

Issued: March 30, 2007

By: Walter Lynch, President
131 Woodcrest Road, Cherry Hill, New Jersey 08003
Filed pursuant to Order of the Board of Public Utilities entered in

Docket No. WR06030257 dated April 2, 2007

Fourth Revised Sheet: No. 57 Superseding Third Revised Sheet: No. 57

Effective: September 21, 2015

## RATE SCHEDULE M-2 PUBLIC FIRE PROTECTION SERVICE

### **APPLICABILITY**

Applicable to municipalities for public fire protection service provided by the Company in Service Area 1 in the Townships of Logan and Woolwich, Gloucester County in the area formerly served by Logan Wells Water Company as well as in Ortley Beach and the Pelican Island System in Toms River Township, Ocean County.

### **CHARACTER OF SERVICE**

Continuous, except as limited by the "Standard Terms and Conditions."

### **HYDRANT CHARGE**

Customers shall pay a fire hydrant charge for each fire hydrant as set forth on Rate Schedule M-1, then, adjusted for the following:

	Rate Adjustment	Effective	Expiration
	Per Month	<u>Date</u>	<u>Date</u>
All Hydrant Sizes	\$(10.23)	01/01/15	12/31/15
All Hydrant Sizes	(8.49)	01/01/16	12/31/16
All Hydrant Sizes	(6.66)	01/01/17	12/31/17
All Hydrant Sizes	(4.73)	01/01/18	12/31/18
All Hydrant Sizes	(2.72)	01/01/19	12/31/19

### TERMS OF PAYMENT

Valid bills for public fire protection service furnished under this schedule are to be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

### **TERM**

Continuous until water service to the municipality is permanently discontinued. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

Issued: September 16, 2015

Effective: December 8, 2008

THIS SHEET RESERVED FOR FUTURE USE

Issued: December 18, 2008

By: John Bigelow, President 131 Woodcrest Road, Cherry Hill, New Jersey 08003 Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR08010020 dated December 8, 2008.

## RATE SCHEDULE M-5 PUBLIC FIRE PROTECTION SERVICE (Continued)

The table hereafter defines the different tariff zones for Service Area 2:

Tariff Zone	Municipality
2A	Bedminster Township
2/1	Franklin Township
2C	Hillside Township
2D	Union Township
2E	Readington Township
2F	<ul> <li>Borough of Bound Brook</li> <li>Dunellen Borough</li> <li>Garwood Borough</li> <li>North Plainfield Borough</li> <li>Plainfield City</li> <li>Roselle Borough</li> </ul>
2G	<ul> <li>Cranford Township</li> <li>Middlesex Borough</li> <li>Peapack/Gladstone Borough</li> <li>Roselle Park Borough</li> <li>South Bound Brook Borough</li> <li>South Brunswick Township</li> <li>Town of Westfield</li> <li>Warren Township</li> </ul>
2Н	<ul> <li>Branchburg Township</li> <li>Hillsborough Township</li> <li>Kenilworth Borough</li> <li>Somerville Borough</li> <li>Tewksbury Township</li> <li>Chester Township</li> <li>Fanwood Borough</li> <li>Greenbrook Township</li> <li>Linden City</li> <li>Montgomery Township</li> <li>Raritan Borough</li> </ul>
21	<ul><li>Clark Township</li><li>Raritan Township</li><li>Scotch Plains Township</li></ul>
2J	<ul> <li>Bridgewater Township</li> <li>Cranbury Township</li> <li>Manville Borough</li> <li>Millstone Borough</li> <li>Mountainside Borough</li> <li>Piscataway Township</li> <li>South Plainfield Borough</li> <li>Watchung Borough</li> </ul>
2K	Princeton (f/k/a Princeton Township)
2L	<ul> <li>Edison Township</li> <li>Hopewell Township</li> <li>Lawrence Township</li> <li>Plainsboro Township</li> <li>West Windsor Township</li> </ul>

Issued: September 16, 2015

### **RATE SCHEDULE M-6** PUBLIC FIRE PROTECTION SERVICE

### **APPLICABILITY**

Applicable to all municipalities for public fire protection service provided by the Company in Service Area 3.

### **CHARACTER OF SERVICE**

Continuous, except as limited by the "Standard Terms and Conditions."

### **HYDRANT CHARGE**

The amount of the bill will reflect the hydrant charge as defined hereafter for each tariff zone located in Service Area 3 as defined in Rate Schedule M-6.

Tariff Zone	Per Month
3A	\$23.54
3B	27.94
3C	32.35
3D	36.76
3G	43.36

#### TERMS OF PAYMENT

Valid bills for public fire protection service furnished under this schedule are to be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

Continuous until water service within municipality is permanently discontinued. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

Issued: September 16, 2015

By: William M. Varley, President 1025 Laurel Oak Road, Voorhees, New Jersey 08043

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR15010035 dated September 11, 2015.

Fourth Revised Sheet: No. 64A Superseding Third Revised Sheet: No. 64A

Effective: September 21, 2015

### **RATE SCHEDULE M-7** PUBLIC FIRE PROTECTION SERVICE

### **APPLICABILITY**

Applicable to municipalities for public fire protection service provided by the Company throughout Service Area 1A, except as specifically provided elsewhere in this tariff. Applicable for flat rate fire protection service in the locations where the Company has facilities suitable and adequate for the desired service upon request from the proper authorities.

### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

### HYDRANT CHARGE

Per Month

Per Quarter

Per Hydrant

\$32.06

\$96.18

### **TERMS OF PAYMENT**

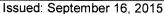
Valid bills for public fire protection service furnished under this schedule are to be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

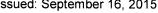
### **TERM**

Continuous until water service to the municipality is permanently discontinued. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.





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### RATE SCHEDULE 0-1 PURCHASED WATER ADJUSTMENT CLAUSE (PWAC)

### **APPLICABILITY**

Applicable to all Metered Water Customer classes served by the Company in all service areas for water service, except for Manasquan Uninterruptible Service. The PWAC charge, as defined under the Standard Terms and Conditions of this tariff, is designed to recover the cost of purchased water associated with the normal operations of the Company and allow the Company to achieve a zero or near-zero deferred balance each April 1<sup>st</sup> on its purchased water costs.

### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

### PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGE

In addition to all other charges for metered service, the following charges per one hundred gallons, per one thousand gallons, per 10 cubic feet and per 100 cubic feet for all sales will be made to recover purchased water costs not included in the Water Charge or any other Charge:

	Gallons	Gallons	Rate	Rate
	Per Month	Per Quarter	Per 100 Gallons	Per 1,000 Gallons
Non-Exempt	All	All	\$0.04348	\$0.4348
Exempt	All	All	\$0.03750	\$0.3750
	Cubic Feet	Cubic Feet	Rate	Rate
	Per Month	Per Quarter	Per 10 Cubic Feet	Per 100 Cubic Feet
Non -Exempt	All	All	\$0.0325230	\$0.325230
Exempt	All	All	\$0.0280500	\$0.280500

The PWAC Charge is also applicable to any difference between the quantity of water actually purchased by the customer and any applicable take-or-pay commitment.

### **FILING**

The Company shall endeavor to make an annual PWAC filing no later than December 1<sup>st</sup> of each year proposing a PWAC rate to be effective on or about the following April 1<sup>st</sup>.

The notice of filing and of public hearing in the annual PWAC proceedings shall include the specific rate change proposed to be implemented on April 1<sup>st</sup>. The notice shall also include the impact of such potential increases on a benchmark bill.

The annual PWAC filing shall contain, but not be limited to, the following:

- A reconciliation of actual versus estimated costs and revenues from the last Board approved PWAC charge for purchased water;
- 2. Projected rates supported by projected volumes, revenues, and projected purchased water costs;
- 3. Deferred balances and the timeframe over which they are proposed to be collected or returned;
- 4. A written explanation of the circumstances that caused the deferred balances in (3) above;
- 5. A written explanation of any significant activities or trends which may affect costs for the prospective period; and
- 6. Updated tariff sheets to reflect any change to the PWAC rate.

The benchmark bill shall be the average residential water customer bill for a twelve-month period.

(Continued)

Issued: March 25, 2015 Effective: April 1, 2015

Third Revised Sheet: No. 67 Superseding Second Revised Sheet: No.67

## RATE SCHEDULE P-1 MISCELLANEOUS SERVICE

### **APPLICABILITY**

Applicable throughout the entire area served by the Company for Miscellaneous Municipal Service, General Building Construction and Trucked Bulk Water Sales.

### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

#### RATES

- (a) <u>Miscellaneous Municipal Service</u>: Each customer shall pay for all water used for street sprinkling, street or sewer flushing, swimming pools or other miscellaneous uses at the General Metered Service Rate Schedules A-1 through A-15 of this tariff as applicable. Water consumption will determined by metering or by such other method as may be mutually agreed upon by the customer and the Company. Fire hydrants are not to be used for this service without the express consent of the Company in each circumstance where this service is required. No person, other than municipal fire and Company personnel is permitted to operate or take water from any public fire hydrant for street sprinkling, flushing sewers, storm water drains, or any purpose unless authorized by the Company and the fire chief of the municipality in writing and upon the terms and conditions set forth by the fire chief and the Company therein.
- (b) Water For Building Construction: Where water service is temporarily furnished for building construction and/or any other temporary use, it shall, wherever practical, be supplied through a meter at the General Metered Service Rate Schedules A-1 through A-15 of this tariff as applicable. Should a new service be required to provide this temporary use, the customer shall pay the cost to install and remove the service. No person, other than municipal fire and Company personnel, is permitted to operate or take water from any public fire hydrant for building construction or any purpose unless authorized by the Company and the fire chief of the municipality in writing and upon the terms and conditions set forth by the fire chief and the Company therein.
- (c) <u>Bulk Water Sales for water transfers using Trucks and Tanks</u>: Water sales to customers or entities using trucks or tanks to receive water service from the Company that require additional attention may affect the Company's daily operations. A surcharge in the amount of \$50 may be applied for each such request in addition to the water charge as set forth in the applicable Rate Schedule A-1 through A-15 of this tariff. If at any time the Company determines that a customer or entity has taken water without permission or proper compensation to the Company under this provision, the Company reserves the right to refuse to sell water to the customer or entity hereunder.

### **TERMS OF PAYMENT**

All charges rendered under this Rate Schedule are in arrears for metered service and in advance for un-metered service. At the option of the Company, a deposit may be required for metered service billed in arrears, in accordance with N.J.A.C. 14:3-3.4, et seq.. The Company may not require a deposit for un-metered service billed in advance in accordance with N.J.A.C. 14:3-3.4(i). Bills are due fifteen (15) days from the date of the postmark on the envelope in which the bill is transmitted.

### **TERM**

Continuous until water service to the customer is permanently discontinued.

### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

### SPECIAL PROVISIONS

Where metered service is provided through a hydrant meter, a deposit equal to the cost of the hydrant meter may be required by the Company. The meter shall be kept safe and accessible during its use. The deposit, less the cost of repairs to the meter, if any, will be returned to the applicant by the Company after surrender of the meter and payment of all charges for water supplied through it.

Issued: September 16, 2015

Effective: September 21, 2015

Second Revised Sheet: No. 69 Superseding First Revised Sheet: No. 69

# RATE SCHEDULE P-2 MISCELLANEOUS SERVICE – CHARGES NOT INVOLVING THE USE OF WATER (Continued)

3. Requirement for Customer to be Present for Reconnection. Customers must be present on the premises when the Company reconnects a discontinued water service to said premises. Notwithstanding the foregoing, if the customer is not present but has given consent to the Company to reconnect the water service in his, her or its absence, the Company may reconnect the water service. In such case, the customer is solely responsible for any damage incurred by the customer and/or to the customer's premises due to an approved reconnection of service when the customer is not present at the time of said reconnection, provided that the customer will not be responsible for damage due to the sole negligence of the Company.

### **CROSS CONNECTION INSPECTION CHARGE**

A charge of \$75.00 will be imposed by the Company for an inspection of each cross connection device installed between an unapproved source of supply and the Company's water supply, subject to the availability of Company resources. The customer must provide proof of inspection.

### METER TESTING AND REPLACEMENT CHARGE

1. <u>Customer Request for Additional Meter Testing</u>. If a customer requests that the Company test a meter during any twelve (12) month period in which the Company has already provided one free meter test per <u>N.J.A.C.</u> 14:3-4.5, or if the meter first referred to has been in use less than two years, and the meter is found to be accurate, the Company may charge the customer a fee for removing the meter and a fee for testing the meter as follows:

Schedule for removing and replacing a meter

Concadio for femoving and replacing a meter				
Meter Size	Rate			
Meters up to and including 2" in diameter	\$37.00			
Meters larger than 2" in diameter	Actual cost			

These charges will not exceed the replacement cost of the meter.

Schedule for testing the meter

Meter Size	Rate
All meters from % inches up to 1 inch	\$50.00
All meters from 1 ½ inches up to 3 inches	\$75.00
All meters from 4 inches up to 10 inches	\$100.00
All a meters from 12 inches and larger	\$125.00

- 2. <u>Removing, Repairing and Replacing Meters damaged due to negligence of the customer</u>. The Company may impose a charge on any customer who causes damage to a meter as follows:
  - (a) Repair Only: Actual cost of materials used to repair the meter, and the actual cost of labor required to repair and reinstall the meter.
  - (b) Meter Replacement for Non-repairable Meters: Actual cost of a new meter, materials used to replace the meter, and the actual cost to install the meter, including the cost of labor required to install the meter.

(Continued)

Issued: September 16, 2015

Effective: September 21, 2015

### RATE SCHEDULE P-3 MULTI-USE SERVICE LINE

### **APPLICABILITY**

The Company will provide an option to customers, upon request and where applicable, to use a "multi-use" service line per N.J.A.C. 14:9-8.3 et seq.

"Multi-use service" means water service that is supplied to a structure through one water line extending from the water main to the structure, and which is used inside the structure for both domestic water service and fire suppression service.

Terms and Conditions not defined specifically below for Multi-Use services shall be the same as those under the STANDARD TERMS AND CONDITIONS.

### **RATES**

Rates applicable to multi-use service are those found in the Company's tariff Rate Schedules A-1 to A-15 as applicable.

### **TERMS OF PAYMENT**

A water utility may terminate a customer's multi-use service for non-payment of a valid water bill for multi-use service, in accordance with the Board's rules governing discontinuance of such service at N.J.A.C. 14:3-3A.4(j) and N.J.A.C. 14:9-8.3

### **CONDITIONS**

By applying for multi-use service, the customer or builder certifies that:

- 1. The customer or builder has hydraulically calculated the demand for the customer's or builder's water system, based on the simultaneous domestic and fire sprinkler demand. The customer or builder shall make this calculation in accordance with the Uniform Construction Code and any other applicable state or local codes; and
- 2. The customer or builder will ensure that the system is installed in accordance with the Uniform Construction Code at N.J.A.C. 5:23; and
- The customer will, prior to installation of the meter, obtain and provide the Company with a copy of a valid construction permit in accordance with the Uniform Construction Code from the enforcing agency having jurisdiction over the system.

### **GENERAL TERMS AND CONDITIONS**

- 1- By applying for multi-use service, the customer agrees to be responsible for all claims, costs and liability for personal injury, death and/or property damage, resulting from the customer's individual water system, and agrees that the Company shall not be so liable unless caused by the negligence of the water utility. (N.J.A.C. 14:9-8.3(d))
- 2- All multi-use service lines shall be metered and the meter shall be located in a meter pit or vault located outside of the Customer's structure. The meter pit or vault shall be installed at a location acceptable to the express, advance approval of the Water Company, and otherwise shall comply with the Company's standard terms and conditions.
- 3- If a customer requests a change in meter size associated with a multi-service meter, the customer must re-apply for service and re-certify each item addressed in this Rate Schedule.

(Continued)

Issued: September 16, 2015

Effective: September 21, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: March 30, 2007

Effective: March 30, 2007

Second Revised Sheet: No. 75 Superseding First Revised Sheet: No. 75

### STANDARD TERMS AND CONDITIONS WASTEWATER

### **APPLICABILITY**

Applicable to all wastewater service customers served by the Company.

New Jersey-American Water Company hereby adopts the regulations for wastewater utilities promulgated by the Board of Public Utilities of the State of New Jersey, which regulations are incorporated herein by reference. New Jersey-American Water provides water and wastewater service to various municipalities, all in the State of New Jersey.

The Corporate Office is located at 1025 Laurel Oak Road, Voorhees, New Jersey 08043.

The Company's Customer Service personnel can be reached at 1-800-652-6987.

### **DEFINITIONS**

### **APPLICABILITY**

Applicable to wastewater service customers served by the Company in Howell Township, Lakewood Township, Ocean City, Plumsted Township, Tewksbury Township, and in Service Area 1D, the former Applied Wastewater Management Service Area ("Applied").

The following are definitions of specific terms that used hereafter in the tariff. Additional definitions are set forth in the Definitions section of the tariff for water and wastewater service.

- 1- "New Account" as herein used shall be defined as an account opened as the result of the construction of a new building.
- 2- "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from drainage pipes inside the walls of the building terminating five (5) feet outside the face of the building wall from whence it becomes known as the building sewer.
- 3- "Building Sewer" shall mean the extension from the building drain to service lateral line and/or other point of connection to the Company wastewater collection system.
- 4- "Biochemical Oxygen Demand", denoted hereinafter as "B.O.D.", shall mean the quantity of oxygen utilized (demanded) in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days when incubated at 20°C.
- 5- "Suspended Solids" shall mean solids that either float on the surface of or are carried in suspension in water, sewage or industrial wastes, and which are removable by laboratory filtering.
- 6- "pH" shall mean the logarithm to the base ten of the reciprocal of the weight of hydrogen ions in moles per liter of solution.
- 7- "Garbage" shall mean solid wastes from domestic and commercial preparation, cooking, dispensing or marketing of food or food products and from the handling, storage and sale of produce.
- 8- "Properly Shredded Garbage" shall mean garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the sewerage system with no particle greater than one-half inch (1/2") in any dimension.
- 9- "PSTAC Year" shall mean the twelve-month period beginning each April 1 and ending March 31 of the following calendar year.
- 10- "Slug" shall mean the discharge of water, sewerage, or industrial waste which in concentration of any constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four hour flow or concentration under normal operating conditions.

(Continued)

Issued: September 16, 2015 Effective: September 21, 2015

### STANDARD TERMS AND CONDITIONS WASTEWATER

Original Sheet: No. 76.1

Effective: September 21, 2015

### FINANCIAL AID

### **APPLICABILITY**

Applicable to all wastewater service customers served by the Company.

- 1- The Company understands that from time to time its customers may have difficulty paying their water and/or wastewater bills issued by the Company. If at any time customers find that they cannot pay their water and/or wastewater bill by the due date, the Company requests that the customers contact the Company's Customer Service Center, prior to the due date, to work out a payment arrangement with the Company to avoid a shut-off of service, at 1-800-652-6987.
- 2- In addition to working out payment arrangements with customers in times of financial difficulty, the Company has also established a residential customer assistance program for its low income customers who are having difficulty paying their water and/or wastewater bills issued by the Company. This residential customer assistance program, called the H2O Help to Others Assistance Program, is designed to provide financial assistance to qualified residential customers to pay their water and/or wastewater bills and protect them from an unnecessary discontinuance of their water and/or wastewater service. A grant from the H2O Help to Others Assistance Program may be awarded to cover a portion or all of the residential customer's outstanding bill based on the customer's ability to pay, income level and the availability of funds in the program. For more information about this program, please contact NJ Shares at 1-877-652-9426 or any subsequent program administrator whose contact information may be found on the Company's web site.
- 3- The Company established a second residential customer assistance program for customers with a total annual income at or below 200% of the Federal Poverty guidelines called the H20 Help to Others Low Income Payment Program ("LIPP") or Discount Program. Through this program, the Company will provide a discount off of the customer's monthly bill. The actual H2O LIPP discount is set equal to the customer's applicable water Fixed Service Charge (not greater than a 1" meter charge). If the customer is also provided wastewater service by the Company, the customer is also eligible for a wastewater service discount equal to the water service discount amount. Residential customers who need help and qualify for the H2O LIPP should call the NJ Shares toll free number at 1-877-652-9426 or any subsequent program administrator whose contact information may be found on the Company's web site. The customer bill reductions provided for under the H2O LIPP are accounted for as revenue reduction adjustments.
- 4- Upon acceptance into the LIPP, qualifying residential customers will be offered the opportunity to enroll in the Company's Conservation Program. Conservation Program offerings are free of charge to residential customers enrolled in the LIPP and can include instructions on performing a home water audit, a retrofit kit for use with certain appliances and fixtures, and a leak repair of fixtures for which the customer is responsible (value up to \$300).

Issued: September 16, 2015

Third Revised Sheet: No. 77 Superseding Second Revised Sheet: No. 77

Effective: September 21, 2015

### STANDARD TERMS AND CONDITIONS WASTEWATER

### **SEWER MAIN EXTENSIONS**

### **APPLICABILITY**

Applicable to all wastewater service customers served by the Company.

- 1- The Company will extend wastewater service in accordance with all applicable laws, regulations and orders of the State of New Jersey and Board of Public Utilities including N.J.A.C. 14:3-8, et seq.
- 2- Documentation on how standard sewer main extensions are handled can be found on the Company's website at <a href="http://www.amwater.com/njaw/working-with-us/doing-business-with-us/developers-customer-resources.html">http://www.amwater.com/njaw/working-with-us/doing-business-with-us/developers-customer-resources.html</a>.
- 3- Please also refer to item number 3 in the Application for Service Connection section of the Standard Terms and Conditions on page 76.

### SPECIAL REQUIREMENTS RELATING TO WASTEWATER SERVICE

### **APPLICABILITY**

Applicable to wastewater service customers served by the Company in the Borough of Haddonfield, Howell Township, Lakewood Township, and Ocean City.

- 1- Separate and independent wastewater service lines shall be installed for each customer. All building drains and building sewers shall be the responsibility of the customer and shall be installed and maintained by the customer.
- 2- No customer shall discharge or cause to be discharged into the Company's system any storm water, surface water, ground water, roof runoff, sub-surface drainage, foundation or basement sump drainage, uncontaminated cooling water or unpolluted industrial process water.
- 3- No customer shall discharge or cause to be discharged into the Company's system the following described substances, materials, waters, or wastes without the prior written approval of the Company. Such wastes can harm either the sewerage system or treatment process and/or equipment, have an adverse effect upon the receiving stream for the treated sewage, or can otherwise endanger life, limb or property or create a nuisance. In forming the opinions as to whether or not to permit the discharge, the Company will consider the effect upon receiving sewers, as well as the conditions placed upon the Company by its service agreements with the Ocean County Utilities Authority and the Cape May County Municipal Utilities Authority.
- 4- The customer shall be responsible for maintaining and repairing the "building drain" and "building sewer."
- 5- The customer shall be responsible for installing and maintaining a backwater valve in buildings that have fixtures below grade level. In the event of a gray water backup, the Company shall not be liable for any damage or inconvenience resulting from the absence/malfunctioning of this appurtenance.
- 6- The Company reserves the right upon completion of its findings to:
  - a. Reject the wastes.
  - b. Require pretreatment to an acceptable condition for discharge.
  - c. Require flow equalization.
- 7- In the event pretreatment facilities or flow equalization is required, the design and construction of such facilities shall be subject to approval of the Company and operation of said facilities shall be subject to inspection by the Company. Monitoring and/or sampling equipment shall be installed and operated by the customer as deemed necessary by the Company to ascertain proper operation of the pretreatment facilities.

(Continued)

Issued: September 16, 2015

By: William M. Varley, President 1025 Laurel Oak Road, Voorhees, New Jersey 08043 Filed pursuant to Order of the Board of Public Utilities entered in

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR15010035 dated September 11, 2015.

First Revised Sheet: No. 78A Superseding Original Sheet: No. 78A

## STANDARD TERMS AND CONDITIONS WASTEWATER

### SPECIAL REQUIREMENTS RELATING TO WASTEWATER SERVICE (Continued)

### **APPLICABILITY**

Applicable to wastewater service to customers served by the Company in Service Area 1D, the former Applied Wastewater Management Service Area ("Applied"), Plumsted Township, and Tewksbury Township, except as specifically provided elsewhere in this tariff.

- 1. The within rates are applicable to normal sewerage, as defined by the New Jersey Department of Environmental Protection, namely 250 ppm.5 day B.O.D. The utility company reserves the right to require pretreatment of the wastewater prior to discharge into sewers in the event that the sewage contains harmful substances such as gasoline, PCBs, oil, explosive liquids, phenols, acids, alkalines, lint, excessive detergents or any other substance as defined by NJDEP. Each customer shall be fully responsible for proper use of the wastewater system and shall therefore not discharge any chemicals or contaminants which are toxic and which may cause damage to the wastewater system's electrical, mechanical, biological, or physical process components or may harm either the groundwater, soil or atmosphere, as listed on Schedule A on Sheet No. 78C, as it may be periodically updated. Any cost involved in repairs of damage to the Company's facilities, environmental damages and penalties or fines levied against the utility caused by the introduction by the customer of unacceptable or harmful substances shall be the responsibility of the customer.
- 2. In accordance with the National Standard Plumbing Code adopted by the Uniform Construction Code of the State of New Jersey, no storm drainage system of a building shall be connected directly or indirectly to the sanitary drainage system. The company adopts the above provision and prohibits the drainage of storm water into its collecting system. Each customer shall be responsible to prevent any surface water or groundwater from entering into the wastewater system and therefore shall not connect or allow to be connected to the system any sump pumps, basement or crawl space drains, roof gutters, downspouts, or floor drains, and shall properly maintain all pipes and clean-outs to assure a watertight connection. Improperly discharging effluent from a non-approved drainage or collection system shall be considered the basis for immediate termination of service pursuant to N.J.A.C. 14:3-3A.1 et seq. The Company will provide notice of the termination of service to the extent reasonably possible.
- 3. Garbage disposal units are not permitted unless specifically authorized by the Company.
- 4. Each customer shall prevent damage to all system components located on the property being served, including components located within easement area; maintain the grass growth and prevent the growth of trees, shrubs, and ornamentals within the easement areas; maintain and repair pipes connecting the home to the septic tank to prevent clogging and leaking; and to notify the Company of any damage which may occur to system components.
- 5. Because the wastewater system can only handle a limited quantity of water, each residential customer may discharge no more than the maximum average of 350 gallons per day, or 32,000 gallons per quarter, of wastewater. In order to verify compliance with this provision, each customer must allow a representative of the Company to inspect all plumbing components upon request and to obtain all water meter readings as may be required.
- 6. Customers may not trespass on Company property or enter any Company facility without a representative of the Company being present.
- 7. A customer may permanently terminate service by giving notice to the Company, which shall terminate service within five (5) business days of receipt of each notification. Temporary discontinuance of wastewater service is not permitted and each customer shall pay the applicable fixed service charge and minimum monthly charge (i.e., "RATES"), per month or per quarter, as applicable, unless and until such time as a replacement customer commences service at the premise. Customers are advised that it is illegal to operate a dwelling without adequate functioning wastewater facilities, and that the Company is required to notify local health authorities of wastewater service termination.

(continued)

Issued: September 16, 2015 Effective: September 21, 2015

### AREA SERVED - WASTEWATER SERVICE

	County	Municipality	All or Portion	Development/Section	Wastewater System
A) B) D) A) * A) A) * A) A) * A) A) * A) A) A) * A) A) A) * A)	Burlington Burlington Burlington Burlington Burlington Cape May Cape May Hunterdon Hunterdon Hunterdon Hunterdon Hunterdon Hunterdon Monmouth Monmouth Monmouth Morris Morris Ocean Ocean Warren Bergen Somerset	Twp. Of Mansfield Twp. Of Mansfield Twp. Of Mansfield Twp. Of Mansfield Twp. Of Middle Ocean City Borough of Bloomsbury Twp. Of Tewksbury Twp. Of Tewksbury Twp. Of Union Twp. Of Clinton Twp. Of Union Twp. Of Union Twp. Of Upper Freehold Twp. Of Upper Freehold Twp. Of Howell Twp. Of Howell Twp. Of Seferson Twp. Of Jefferson Twp. Of Jefferson Twp. Of Lakewood Twp. Of Plumsted Twp. Of Washington Twp. Of Oakland Twp. Of Oakland Twp. Of Hillsborough	Portion	Mapleton (Mansfield Farms) Homestead (Country Walk) John Hydock Elementary School Northern Burlington School Avalon Country Club N/A Fawn Run Crossroads at Oldwick Pottersville Village Square Brass Castle Lookout Pointe Glen Meadows & Twin Oaks Four Seasons at Upper Freehold Beacon Hill Clubhouse N/A Country Oaks Four Seasons @ Chester Peaks @ Jefferson N/A Jensen's Deep Run Hawk Pointe Ramapo River Reserve Hillsborough Chase	Mapleton Homestead Mapleton Mapleton Avalon Links Ocean City/CMCMUA Fawn Run Crossroads Pottersville Village Square Brass Castle Lookout Pointe Glen Meadows Beacon Hill Beacon Hill Howell/MRRSA/OCUA Country Oaks Four Seasons @ Chester Jefferson Peaks Lakewood/OCUA Jensen's Hawk Pointe Ramapo River Reserve Hillsborough Chase
A) **	Morris Camden	Twp. Of Mount Olive Borough of Haddonfield	Portion All	Morris Chase N/A	Morris Chase Haddonfield/CCMUA

### KEY:

- A) Community On-Site Water and/or Wastewater System (COWS) (formerly served by Applied)
- B) Homestead (formerly served by Applied)
- C) Reserved
- D) Other Contracts (formerly served by Applied)
- \* Wastewater systems served by the Company prior to the merger of Applied Wastewater Management, Inc. ("Applied") into the Company on September 1, 2010.
- \*\* Systems acquired by the Company after January 1, 2011.

Eleventh Revised Sheet: No. 81 Superseding Tenth Revised Sheet: No. 81

### RATE SCHEDULE 1-A GENERAL METERED SERVICE

#### **APPLICABILITY**

Applicable for general residential, commercial, industrial and municipal wastewater service in the City of Ocean City. The charge for wastewater service shall consist of the total of the Minimum Service Charge, the Sewer Usage Charge and the Purchased Wastewater Treatment Adjustment Clause (PSTAC) Charge, as defined under the Standard Terms and Conditions in this tariff. The PSTAC charge is included within the Minimum Service Charge rates reflected below.

### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

### MINIMUM SERVICE CHARGE

All wastewater service customers shall pay a Minimum Service Charge in addition to the Sewer Usage Charge, if any, of \$26.91705 times the number of CCF (hundred cubic feet) or \$35.9854 times the number of thousand gallons of water usage at that property during the prior summer quarter, but in no case less than \$269.17 for non-exempt customers. Exempt charges are \$25.77361 per CCF or \$34.4567 per thousand gallons, but in no case less than \$257.74. Included within the Minimum Service Charges are \$18.61141 per CCF or \$24.8816 per thousand gallons for the PSTAC. On a percentage basis, the PSTAC represents 69.144% (\$24.8816 / \$35.9854) non-exempt or 72.211% (\$24.8816 / \$34.4567) exempt, of the Minimum Service Charge. Summer quarter consumption shall be determined based on an initial meter reading taken in June with the concluding meter reading taken approximately 90 days thereafter in September.

### SEWER USAGE CHARGE

The volume of sewer use is assumed to equal water meter registration. Charges shall be based on water consumption as indicated by water meter readings on a monthly or quarterly basis at the option of the Company.

	Gallons	Gallons	Rate	Rate
	Per Month	Per Quarter	Per 100 Gallons	Per 1,000 Gallons
Non-Exempt	All	All	\$0.18698	\$1.8698
Exempt	All	All	\$0.16124	\$1.6124
	Cubic Feet	Cubic Feet	Rate	Rate
	Per Month	Per Quarter	Per 10 Cubic Feet	Per 100 Cubic Feet
Non -Exempt	All	All	\$0.139861	\$1.39861
Exempt	All	All	\$0.120608	\$1.20608

### TERMS OF PAYMENT

The following plan for payment of the Minimum Service Charge is offered as a convenience to our customers and does not relieve the customer of the liability to pay the entire Minimum Service Charge if wastewater service is rendered for only a portion of the year.

For monthly billed customers, one-twelfth of the Minimum Service Charge shall be due and payable upon receipt of the regular bill for wastewater service. For quarterly billed customers, one-third of the Minimum Service Charge shall be due and payable upon receipt of the March billing, the June billing and the September billing for wastewater service.

If the Company determines by application of the following criteria that the customer's past record of payments does not warrant application of this payment plan, the Company may require payment of the entire service charge at one time rather than in installments.

- If a customer has been terminated at least once in the past two years for non-payment of a bill for wastewater service; or,
- 2. If a customer receives three (3) Final Reminder Notices during a twelve month period.

In addition, in the case of a reactivated account, the customer will be required to pay any installment(s) which would have been billed if the account had been active as of January 1. A new account will be required to pay a pro-rata share of the Minimum Service Charge based on the period of service to be rendered during that year.

Usage charges based upon meter readings shall be billed in monthly in arrears (or quarterly at the option of the Company).

Valid bills for service furnished under this schedule are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date.

Issued: March 25, 2015 Effective: April 1, 2015

Second Revised Sheet: No. 83 Superseding First Revised Sheet: No. 83

Effective: September 21, 2015

# RATE SCHEDULE 1-B PURCHASED SEWAGE TREATMENT ADJUSTMENT CLAUSE (PSTAC) (Continued)

### **PROVISIONS**

Interest shall be passed onto customers through the PSTAC rates at the beginning of each PSTAC Year succeeding any PSTAC year in which any net monthly purchased sewage treatment and disposal costs over recovery has taken place. Any debit or credit balance in the separate deferred revenue or separate cost of sewage treatment accounts shall be determined monthly. Monthly interest shall be calculated on the average of the current and prior month's ending cumulative deferred revenue or cost of sewage treatment balances. Interest on such sewage treatment costs shall be calculated utilizing the rate of return on rate base utilized to set rates in the Company's last preceding base rate case, and shall be changed from time to time, consistent with N.J.A.C. 14:9-7, et seq.

The clause shall be subject to deferred accounting, consistent with N.J.A.C. 14:9-7, et seq.

#### TERM

Continuous until wastewater service to the customer is permanently discontinued.

### **CONDITIONS**

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

Issued: September 16, 2015

THIS SHEET RESERVED FOR FUTURE USE

Second Revised Sheet: No. 87 Superseding First Revised Sheet: No. 87

Effective: September 21, 2015

### RATE SCHEDULE 2-B

### PURCHASED SEWAGE TREATMENT ADJUSTMENT CLAUSE (PSTAC)

(Continued)

### **PROVISIONS**

Interest shall be passed onto customers through the PSTAC rates at the beginning of each PSTAC Year succeeding any PSTAC year in which any net monthly purchased sewage treatment and disposal costs over recovery has taken place. Any debit or credit balance in the separate deferred revenue or separate cost of sewage treatment accounts shall be determined monthly. Monthly interest shall be calculated on the average of the current and prior month's ending cumulative deferred revenue or cost of sewage treatment balances. Interest on such sewage treatment costs shall be calculated utilizing the rate of return on rate base utilized to set rates in the Company's last preceding base rate case, and shall be changed from time to time, consistent with N.J.A.C., 14:9-7, et seq.

The clause shall be subject to deferred accounting, consistent with N.J.A.C. 14:9-7, et seq.

### **TERMS OF PAYMENT**

See Rate Schedules for applicable customer classes.

#### TERM

Continuous until wastewater service to the customer is permanently discontinued.

### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

Issued: September 16, 2015

Tenth Revised Sheet: No. 89 Superseding Ninth Revised Sheet: No. 89

### RATE SCHEDULE 3-B PURCHASED WASTEWATER TREATMENT ADJUSTMENT CLAUSE (PSTAC)

### **APPLICABILITY**

Applicable to all Wastewater Service customer classes including general residential, commercial, industrial and municipal wastewater service customers provided service by the Company's Adelphia System (service area of the former Adelphia Sewer Company) in the Township of Howell in Monmouth County. The PSTAC charge, as defined under the Standard Terms and Conditions in this tariff, is designed to recover the cost of purchased wastewater treatment and disposal associated with the normal operations of the Company, and allow the Company to achieve a zero or near-zero deferred balance each April 1<sup>st</sup> on its purchased wastewater treatment and disposal costs.

### CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

### PURCHASED WASTEWATER TREATMENT ADJUSTMENT CLAUSE (PSTAC) CHARGE

In addition to all other charges for general metered service, the following charges per one hundred gallons, per one thousand gallons, per 10 cubic feet and per 100 cubic feet for all sales will be made to recover purchased wastewater treatment and disposal costs not included in the Sewer Usage Charge or any other Charge as set forth in Rate Schedule 3-A of the current Tariff:

	Gallons	Gallons	Rate	Rate
	Per Month	Per Quarter	Per 100 Gallons	Per 1,000 Gallons
Non-Exempt and Exempt	All	All	\$0.58388	\$5.8388

### **FILING**

The Company shall endeavor to make an annual PSTAC filing no later than December 1<sup>st</sup> of each year, proposing a PSTAC rate to be effective on or about the following April 1<sup>st</sup>.

The notice of filing and of public hearing in the annual PSTAC proceedings shall include the specific rate change proposed to be implemented on April 1<sup>st</sup>. The notice shall also include the impact of such potential increases on a benchmark bill.

The annual PSTAC filing shall contain, but not be limited to, the following:

- A reconciliation of actual versus estimated costs and revenues from the last Board approved PSTAC charge for purchased wastewater treatment and disposal;
- 2. Projected rates supported by projected volumes, revenues, and projected purchased wastewater treatment and disposal costs;
- 3. Deferred balances and the timeframe over which they are proposed to be collected or returned;
- A written explanation of the circumstances that caused the deferred balances in (3) above;
- 5. A written explanation of any significant activities or trends which may affect costs for the prospective period; and
- 6. Updated tariff sheets to reflect any change to the PSTAC rate.

The benchmark bill shall be the average residential wastewater customer bill for a twelve-month period.

(Continued)

Issued: April 1, 2015 Effective: April 1, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: September 16, 2015

THIS SHEET RESERVED FOR FUTURE USE

Issued: September 16, 2015

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Second Revised Sheet: No. 92B Superseding First Revised Sheet: No. 92B

THIS SHEET RESERVED FOR FUTURE USE

Third Revised Sheet: No. 93 Superseding Second Revised Sheet: No. 93

### RATE SCHEDULE 9-A MISCELLANEOUS SERVICE CHARGES

### **APPLICABILITY**

Applicable to all classes of customers unless specified for the following classes of miscellaneous services throughout the entire area served by the Company.

### **CHARACTER OF SERVICE**

Continuous, except as limited by the "Standard Terms and Conditions."

#### **BAD CHECK CHARGE**

If the Company receives a negotiable instrument from a customer in payment of a bill, charge, or deposit due, and such instrument is subsequently dishonored or uncollectible for any reason, the Company shall charge the customer a handling charge per instrument of \$15.00.

If a bad check charge is applied to a customer account, that amount, as well as the amount of the dishonored check shall be paid with cash, certified check, money order, bank check, or other means of guaranteed payment before such account shall be deemed paid. Additionally, if a customer presents two checks that are dishonored by the bank as a result of the customer's error, the customer will be required to pay by the methods stated above for a period of twelve months from the date of the last dishonored check.

The provisions of this Tariff section shall not be deemed to require a customer to submit to automatic deduction from any bank account, credit card, or by on-line banking but the Company may offer same as an option provided the customer is presented with all other available options offered by the Company.

### <u>RESUMPTION OF SERVICE</u> AFTER PHYSICAL DISCONNECTION OR PLUGGING DUE TO NONPAYMENT OF BILLS OR VIOLATION OF THE COMPANY'S RULES

Sewer Service - At any time Greater of \$350.00 or actual cost

### CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

### SPECIAL PROVISIONS

The Company may waive the fees and charges referenced in this Rate Schedule 9-A for a customer who is enrolled in the Company's H20 Help to Others Program or the Low Income Payment Program, provided that the customer is not deemed to have been abusing and/or taking advantage of the system, including but not limited to repeatedly requiring service reconnections more than three (3) times in any twelve (12) month period.

Issued: September 16, 2015 Effective: September 21, 2015

### RATE SCHEDULE 11-A GENERAL METERED SERVICE

### **APPLICABILITY**

Applicable for general residential, commercial, industrial and municipal wastewater service to customers served by the Company's Haddonfield Collection System in Camden County. The charge for wastewater service shall consist of a Sewer Usage Charge based on the water consumption at the location for the same billing period.

### SEWER USAGE CHARGE - GENERAL METERED WASTEWATER CUSTOMERS

The volume of wastewater use is assumed to equal water meter registration. Charges shall be based upon water consumption as indicated by water meter readings on a monthly basis (or quarterly, at the option of the Company).

Consumption Per Month	<u>Consumption</u> <u>Per Quarter</u>	<u>Rate</u> Per 100 Gallons	
First 2,700 gallons	First 8,000 gallons	\$0.2690	
Next 10,700 gailons	Next 32,000 gallons	0.3390	
Over 13,400 gallons	Over 40,000 gallons	0.3770	

### **CHARACTER OF SERVICE**

Continuous, except as limited by the "Standard Terms and Conditions."

### **TERMS OF PAYMENT**

Valid bills for wastewater service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date.

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