

AQUA NEW JERSEY, INC.
TARIFF
FOR
SEWER SERVICE
APPLICABLE IN
PORTIONS OF
BURLINGTON, GLOUCESTER,
HUNTERDON, MONMOUTH, MORRIS
AND SUSSEX COUNTIES,
NEW JERSEY

Issued:
By: Lawrence R. Carson, President
10 Black Forest Road
Hamilton, NJ 08691

Effective Date: January 1, 2021

Filed pursuant to decision and order of the Board of Public Utilities dated December 2, 2020, in Docket No. WR20010056.

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TERRITORY SERVED

The territory served is comprised of portions of:

Burlington County
North Hanover Township
Borough of Wrightstown

Gloucester County
Woolwich Township

Hunterdon County
Readington Township

Monmouth County
Howell Township

Morris County
Mount Olive Township

Sussex County
Fredon Township
Hardyston Township

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TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS:

The following words and phrases, when used in this tariff, shall have the meanings assigned below unless the context clearly indicates otherwise:

- 1.1 **Applicant:** A person, association, partnership, corporation, municipality, authority, state or federal governmental agency or other entity who applies to become a customer of the Company.
- 1.2 **Aqua or Company:** Aqua New Jersey, Inc., the party rendering water service.
- 1.3 **Biochemical Oxygen Demand (“B.O.D.”):** The quantity of oxygen utilized (demanded) in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days when incubated at twenty (20) degrees Centigrade. The standard laboratory procedure shall be that found in the latest approved edition of “Standard Methods for the Examination of Water and Sewage” published by the American Public Health Association, the American Water Works Association, and/or the Water Pollution Control Federation.
- 1.4 **BPU or Board:** The New Jersey Board of Public Utilities.
- 1.5 **Building Drain:** 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.
- 1.6 **Building Sewer:** The extension from the building drain to service line and/or other point of connection to the Company’s system. This is the privately-owned part of the lateral and is the customer’s responsibility.
- 1.7 **Combined Sewer:** A sewage collection system which conveys both sanitary sewage and storm water flow.
- 1.8 **Company Service Line:** Company owned wastewater service line from the sewer main of the Company which connects to the Customer Service Line at the edge of the right-of-way or actual property line.
- 1.9 **Customer:** A person or entity who is an owner, occupant or who contracts with the Company for or who takes or receives wastewater collection, treatment and/or disposal service.

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1. DEFINITIONS (CONTINUED):

- 1.10 **Diversion:** An unauthorized connection to pipes by which utility service registers on the Tenant-Customer's meter although such service is being used by other than the Tenant-Customer of record without his or her knowledge or cooperation. The unauthorized connection must not be apparent from the premises. (N.J.A.C. 14:3-7.8).
- 1.11 **Domestic Wastewater:** The liquid waste or liquid borne waste: (1) resulting from the non-commercial preparation, cooking and handling of food; (2) consisting of human excrement; or (3) consisting of wastewater, non-commercial laundering water, domestic housekeeping wastewater, and similar types of wastes from sanitary uses, whether generated in residences or sanitary facilities in commercial or industrial facilities, but does not include any storm water or ground water introduced from facilities such as roof leaders, sump pumps, floor drains or industrial wastewater.
- 1.12 **Deferred Payment Agreement ("DPA"):** A payment agreement which may be offered by the Company to a Customer upon request, as appropriate and in accordance with the Board's regulations.
- 1.13 **Garbage:** 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.
- 1.14 **Garbage Properly Shredded:** The term "Properly Shredded Garbage", as used herein, shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

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1. DEFINITIONS (CONTINUED):

- 1.15 **Grinder pump:** Any mechanical or powered device, owned by the Customer, used to grind, macerate or fluidize garbage so that it can be discharged into the Sanitary Sewer.
- 1.16 **Industrial/Commercial Wastes:** Any liquid, gaseous or water borne wastes from industrial processes or commercial establishments, as distinct from domestic wastewater.
- 1.17 **Industrial/Commercial Waste Permit:** A wastewater permit issued as required by the Company to an Industrial/Commercial user which discharges Industrial/Commercial Waste.
- 1.18 **Industrial/Commercial Waste Pretreatment Program:** A program established by the Company that requires industrial and commercial dischargers to monitor, test, treat and control as necessary pollutants in their wastewater prior to discharge into the Sanitary or Combined Sewer.
- 1.19 **Line extension (for line extension purposes):** An addition to the Company's main line which is necessary to serve the premises of a Customer.
- 1.20 **Main:** The Company's pipe, excluding service connections, located in a public highway, street, alley or private right-of-way which pipe is used in transporting wastewater.
- 1.21 **Meter:** Any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.
- 1.22 **NJ DEP:** The New Jersey Department of Environmental Protection.
- 1.23 **Nonresidential Service:** Wastewater service supplied to a commercial or industrial building, including a hotel or motel, or to a master-metered trailer park or multi-tenant apartment building, or to any customer who purchases wastewater service from the Company for the purpose of resale.

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TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS (CONTINUED):

- 1.24 **pH:** The logarithm to the base ten of the reciprocal of the weight of hydrogen ions in moles per liter of solution.
- 1.25 **Pretreatment:** The application of physical, chemical and/or biological processes to reduce the amount pollutants in, or alter the nature of the polluting properties of, an industrial/commercial process wastewater prior to discharging such wastewater into the Sanitary or Combined Sewer.
- 1.26 **Residential Applicant:** A natural person at least 18 years of age not currently receiving service who applies for residential service provided by the Company or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. A Residential Applicant does not include a person who, within 30 days after service termination or discontinuance of service, seeks to have another service reconnected at the same location or transferred to another location within the Company’s service territory.
- 1.27 **Residential Customer:** A natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested. A Residential Customer includes a person who, within 30 days after service termination or discontinuance of service, seeks to have service reconnected at the same location or transferred to another location within the Company’s service territory.
- 1.28 **Residential Service:** Wastewater service supplied to an individual single-family residential dwelling unit.
- 1.29 **Regulatory Agency:** Agencies, including but not limited to the BPU, the NJDEP, and the U.S. Environmental Protection Agency (“EPA”), which have authority over the operations of and/or discharges into and/or from the Company’s treatment facilities
- 1.30 **Sanitary Sewer:** A sewer which primarily carries sanitary wastewater, together with such storm, surface and ground water as may be present.

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TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS (CONTINUED):

- 1.31 **Storm Sewer:** A sewer which carries surface, ground water, or storm water from the buildings, ground, streets, or other areas.
- 1.32 **Storm Water Flow:** Any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
- 1.33 **Suspended Solids:** Solids that either float on the surface of, or are in suspension in water, wastewater, or other liquids, and which are largely removable by filtration.
- 1.34 **Slug:** 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.
- 1.35 **Tariff:** All of the service rates, rules and regulations issued by the Company, together with any supplements or revisions thereto, officially approved by the Commission and contained in this document.
- 1.36 **Tenant-Customer:** A Residential Customer of record at the time of the complaint who rents a dwelling unit in a multifamily building or owns a condominium. (N.J.A.C. 14:3-7.8).
- 1.37 **Toxic Substances:** Any substances where gaseous, liquid or solid waste which, when discharged to a public sewer in sufficient quantities, will be detrimental to any biological wastewater treatment process, constitute a hazard to human beings or animals, inhibit aquatic life, or create a hazard to recreation in receiving waters of the effluent from a wastewater treatment plant, or as defined pursuant to PL 92500 (Federal Water Pollution Control Act Amendments of 1972) or its amendments.
- 1.38 **Unauthorized Use of Service:** Unreasonable interference or diversion of service, including meter tampering (any act which affects the proper registration of service through a meter), by-passing unmetered service that flows through a device connected between a main or service line and customer-owned facilities, unauthorized service restoration, unauthorized stormwater/groundwater connection to Sanitary or Combined Sewer, or the otherwise taking or receiving of wastewater service without the knowledge or approval of the Company.

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TERMS AND CONDITIONS OF SERVICE**1. DEFINITIONS (CONTINUED):**

- 1.1 **Wastes:** Any liquid, gaseous, or solid substances or combination thereof which are discarded, leached, or spilled substances or combination thereof including sanitary wastewater but excluding storm-water.
- 1.2 **Wastewater:** The liquid and water-carried wastes from dwellings, commercial facilities, industrial facilities and institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, in the Company's sewer system.

2. GENERAL INFORMATION:

- 2.1 Aqua is regulated by the Board. The Company's provision of service is governed by New Jersey statutes and the pertinent rules and regulations promulgated by the Board, which statutes and rules and regulations are hereby adopted and incorporated by reference, as well as the terms of this tariff. If there is an inconsistency between the Company's tariff and the Board's regulations, the Board's regulations supersede the tariff provision absent specific approval to the contrary by the Board. However, if the tariff provides for more favorable treatment of a customer than the Board's regulations, the tariff shall control. (N.J.A.C. 14:3-1.3(i)).
- 2.2 The current Board-approved "Customer Bill of Rights" can be found on the Board's website at <http://www.bpu.state.nj.us/bpu/assistance/rights/>.
- 2.3 A copy of this Board-approved tariff can be found on the Company's website, www.aquaamerica.com, and is also available for public inspection both at the Company's offices and at the Board, 44 S. Clinton Avenue, Trenton, New Jersey 08625. (N.J.A.C. 14:3-1.3(h)). If after you review this tariff and discuss it with appropriate Company employees, you still have questions regarding this tariff or your service, you may contact the Board's Division of Customer Assistance in-person, by phone, toll free, at (800) 624-0241, or by mail. If you choose to write to the Board, please be sure to include your name, address and phone number (including the area code), and, if you are a Customer, please also include your account number.
- 2.4 The Company will endeavor to provide regular and uninterrupted wastewater service. However, if service shall be interrupted, irregular, or defective, or fail because of breakdown or emergency, the Company will not be liable for damage, inconvenience or lost income resulting there from.

Issued: December 6, 2021

Effective Date: December 8, 2021

By: Lawrence R. Carson, President
10 Black Forest Road
Hamilton, NJ 08691

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B.P.U. NO. 18 – SEWER

- 2.5 A customer's responsibility to pay for service continues from the time service is commenced, pursuant to his/her application, until written notice is received by the Company of a change of ownership or occupancy of the premises or written notice is received by the Company to discontinue the applicable service. Upon receipt of such notice, the Company will arrange for a final meter reading and billing. No allowance will be made in case of non-occupancy, unless the Company is notified in writing as stated above.
- 2.6 Neither by inspection approval nor failure to approve, nor in any other way, does the Company give any guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.
- 2.7 The Company will not be liable for any loss, injury, casualty, or damage resulting from the supply or use of wastewater service, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.
- 2.8 From time to time, the Company may provide public notices, specific notices, correspondence or other notifications ("Notices") regarding the presence of conditions affecting the quality and/or quantity of wastewater service provided by the Company. (Examples of such Notices include, but are not limited to, boil water alerts, notice of hydrant and main flushing, and notice of water quality testing results.) These Notices may contain information about actions members of the public may wish to, are recommended to, or should take in response to the conditions identified in the Notice. In the event the Company issues a Notice, the Company will not be liable for any expenses or costs incurred by a customer or end-user for any action taken in response to any condition identified in the Notice.

Issued: December 6, 2021
By: Lawrence R. Carson, President
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Effective Date: December 8, 2021

TERMS AND CONDITIONS OF SERVICE

3. BILLING, FEES AND CHARGES:

- 3.1 The Company will 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)).
- 3.2 The Company shall not assess a late payment charge on a Residential Customer, or on a State, county or municipal government entity. Any late payment charges, as appropriate, will not be applied before 25 days have elapsed from the date the bill is rendered. (N.J.A.C. 14:3-7.1(e)).
- 3.3 Tenant-Customers shall not be required to pay for charges associated with a Diversion where, after investigation, Aqua has determined a Diversion of service has occurred. (N.J.A.C. 14:3-7.8(b)).
- 3.4 Bad Checks Charge. Where the Customer submits a negotiable instrument to the Company in payment of a bill, charge, or deposit due and such instrument is subsequently dishonored or uncollectible for any reason, the Customer may be required to pay a Bad Check Charge equal to the costs incurred by the Company from the financial institution.
- 3.5 Restoration Charge. Prior to restoration of service following discontinuance of service at the Company's direction, including but not limited to discontinuance for non-payment, a Customer may be required to pay a Restoration Charge in the amount of \$100.00.

4. DEPOSITS:

- 4.1 While the Company does not typically request a deposit from a Customer upon initiation of new service, it reserves the right to do so consistent with the Board's regulations.
- 4.2 The Company may require that a Customer pay a deposit if the Customer fails to pay a bill within fifteen (15) days after the due date, or after service has been discontinued for non-payment. (N.J.A.C. 14:3-3.4).
- 4.3 Deposits shall be calculated in accordance with the Board's regulations. (N.J.A.C. 14:3-3.4(b)).

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TERMS AND CONDITIONS OF SERVICE

5. DISCONTINUANCE OF SERVICE:

- 5.1 **Customer Request:** Within 48 hours of notice to the Company by the Customer of a request to discontinue service, the Company shall discontinue service or obtain a meter reading for purposes of calculating the final bill. Where such notice is not provided by the Customer to the Company, the Customer shall be liable for service until the final meter reading is taken. A notice to discontinue service provided by the Customer shall not relieve the Customer from any minimum or guaranteed payment under any contract or rate. (N.J.A.C. 14:3-3A.1(b)).
- 5.2 **At the Company's Direction (For Reasons Other Than Nonpayment):** The Company may curtail, suspend or discontinue service, upon reasonable notice, to the extent reasonably possible, for the following reasons (N.J.A.C. 14:3-3A.1(a)):
- 5.2.1 In order to make permanent or temporary repairs, changes or improvements in any part of the Company's system;
- 5.2.2 For compliance in good faith with any governmental order or directive, regardless of whether such order or directive subsequently may be held to be invalid; or
- 5.2.3 For any of the following acts or omissions on the part of the Customer:
- Refusal of reasonable access to the Customer's premises;
 - Tampering with any facility of the Company;
 - Fraudulent representation in relation to use of service;
 - Providing the Company's service to others without approval of the Company;
 - Refusal to contract for service where such contract is required;
 - Connecting and operating in such a manner as to interfere with the service of the Company or other Customers;
 - Failure to comply with any reasonable standard terms and conditions contained in the Company's tariff;
 - Where the condition of the Customer's installation presents a hazard to life or property; or
 - Failure to repair any faulty facility of the Customer.

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TERMS AND CONDITIONS OF SERVICE

5. DISCONTINUANCE OF SERVICE (CONTINUED):

- 5.3 **At the Company's Direction (For Nonpayment):** The Company has the right to curtail, suspend or discontinue service for nonpayment of sewer charges or for nonpayment of a deposit, upon due notice given, where the Residential Customer's arrearage is (i) more than \$100.00, or (ii) more than three (3) months in arrears. (N.J.A.C. 14:3-3A.2(a)).
- 5.3.1 Customers shall be provided with at least fifteen (15) days from the postmark date of the outstanding bill to pay the sewer bill, or any deposit amount requested by the Company. (N.J.A.C. 14:3-3A.3).
- 5.3.2 Where payment is not received within fifteen (15) days, the Company shall provide the Residential Customer with at least ten (10) days' notice prior to discontinuance of service.
- 5.3.3 The Company shall make good faith efforts to contact all Residential Customers by phone prior to discontinuance of service, in addition to notice by first class mail.
- 5.3.4 The Company shall send the notice of discontinuance of service to the Residential Customer and also to any third party previously designated by the Residential Customer upon request to the Company. (N.J.A.C. 14:3-3A.4).
- 5.3.5 The Company shall not discontinue service to any Residential Customer for up to 60 days if a medical emergency exists within the residential premises, which would be aggravated by a discontinuance of service, provided that the Residential Customer has: (i) provided reasonable proof of inability to pay; and (ii) submitted the requisite Medical Certificate to the Company, as well as any requisite re-certification after 30 days have elapsed. At the end of such period of emergency, the Residential Customer shall remain liable for payment of all services rendered. (N.J.A.C. 14:3-3A.2(i)). The Medical Certificate can be found on the Company's website at <https://www.aquaamerica.com/customer-service-center/forms.aspx>.

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5. DISCONTINUANCE OF SERVICE (CONTINUED):

- 5.3.6 A Customer is responsible for payment of all undisputed charges. If a Customer disputes a charge, and after notice to the Company the dispute is unable to be resolved, the Customer has the right to make a request to the Board for an investigation of the disputed charge within five (5) business days after notice to the Company of the dispute. If such a request is not made within five (5) business days, the Customer's service may be discontinued for nonpayment in accordance with the Board's regulations. (N.J.A.C. 14:3-7.6).
- 5.4 The Company shall not discontinue service to Residential Customers involuntarily except between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, unless there is a safety-related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, and Sundays or on the day before a New Jersey State holiday or on a New Jersey state holiday absent such emergency. (N.J.A.C. 14:3-3A.1(c))
- 5.5 The Company shall make every reasonable effort to determine if a landlord/tenant situation exists at the residential premises being served and to provide notice to tenants prior to discontinuance of service. Where feasible, the Company shall offer affected tenants continued service to be billed in the tenant's name. (N.J.A.C. 14:3-3A.6).

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TERMS AND CONDITIONS OF SERVICE

6. DEFERRED PAYMENT AGREEMENTS:

- 6.1 Aqua will use good faith efforts to offer any Customer who is unable to pay an outstanding bill and/or deposit an opportunity to enter into at least one DPA per year. Customers who enter into a DPA for past due charges, however, are not relieved of the obligation to pay current bills on time. In the event that a Customer defaults on the terms of the DPA, Aqua may discontinue service upon due notice. (N.J.A.C. 14:3-7.7)
- 6.2 **Residential Customers.** Where a Residential Customer receives more than one service from Aqua (for example, water and sewer) and is in arrears as to both of those services, a separate DPA shall be offered for each service. In such situations, the Residential Customer may elect to enter into a DPA for one service and to discontinue the other service until satisfactory payment arrangements can be made so as not to add to the arrearage balance. The Company will renegotiate or amend the terms of an existing DPA upon satisfactory evidence provided by the Residential Customer that his or her financial circumstances have changed significantly due to factors beyond his or her control. Where a Residential Customer has DPAs for two services, default on one such DPA constitutes grounds for discontinuance of only that service. (N.J.A.C. 14:3-7.7).
- 6.3 **Non-Residential Customers.** DPAs will not be offered for a term of longer than three (3) months. (N.J.A.C. 14:3-7.7).

7. SPECIAL REQUIREMENTS RELATING TO SEWER SERVICE:

- 7.1 Separate and independent 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.
- 7.2 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.

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TERMS AND CONDITIONS OF SERVICE

7. SPECIAL REQUIREMENTS RELATING TO SEWER SERVICE (CONTINUED):

- 7.3 No Customer shall discharge or cause to be discharged into the Company's system the substances, materials, waters, or wastes described in Section 8.1 of this tariff 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 sewage treatment service providers including, but not limited to, the Logan Township Municipal Utilities Authority (LTMUA), the Ocean County Utilities Authority ("OCUA"), and the Sussex County Municipal Utilities Authority ("SCMUA").
- 7.4 The Customer shall be responsible for maintaining and repairing the "building drain" and "building sewer."

8. LIMITATIONS ON WASTEWATER DISCHARGES:

- 8.1 No Customer shall discharge the following wastes into the Company's system without the advance written approval of Aqua:
- 8.1.1 Any liquid or vapor having a temperature in excess of 150°F.
 - 8.1.2 Any waters or waste waters containing phenols.
 - 8.1.3 Any waters or wastes having a pH in excess of 9.5.
 - 8.1.4 Any water containing unusual concentrations of inert suspended solids, such as, but not limited to, diatomaceous earth, lime and lime slurries or of dissolved solids such as but not limited to sodium chloride or sodium sulfate.
 - 8.1.5 Any water or waste water containing excessive discoloration.
 - 8.1.6 Waste water having unusual "B.O.D." concentration, suspended solids concentration or high chlorine demand in such quantities as to constitute a significant load on the treatment plant.
 - 8.1.7 Unusual volume of flow or concentrations of wastes constituting Slugs.

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TERMS AND CONDITIONS OF SERVICE

8. LIMITATIONS ON WASTEWATER DISCHARGES (CONTINUED):

- 8.1.8 Water or wastes containing substances not amenable to biological treatment processes as provided by the Company's wastewater treatment service providers, including, but not limited to, LTMUA, OCUA and SCMUA.
- 8.2 The Company reserves the right upon review to:
 - 8.2.1 Reject the wastes.
 - 8.2.2 Require pretreatment to an acceptable condition for discharge.
 - 8.2.3 Require flow equalization.
- 8.3 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.
- 8.4 No Customer shall discharge or cause to be discharged any of the following described waters or wastes to the sewers:
 - 8.4.1 Any gasoline, benzene, naphtha, paints, lacquers, fuel oil or other flammable or explosive liquid, solid or gas which by reason of its nature or quality may cause fire or explosion or which, in any way, may be injurious to personnel or the sewer system.
 - 8.4.2 Any water or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either singly or by interaction with other wastes to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - 8.4.3 Any waters or wastes having a pH of lower than 5.5 or having any other corrosive property capable of causing damage or hazard to the sewerage system and/or personnel of the Company.

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8. LIMITATIONS ON WASTEWATER DISCHARGES (CONTINUED):

- 8.4.4 Plating mill waste water or other industrial process water containing spent pickle liquor concentrated plating solutions, chromium, zinc and similar toxic heavy metals, cyanides and cleaning solvents.
 - 8.4.5 Any radioactive material.
 - 8.4.6 Any water or wastes containing fats, wax, grease, tar, oils or any other substances, whether emulsified or not which may solidify or become viscous at temperatures between 32° and 150°F or which would impair, impede, affect, interfere with, or endanger personnel or the sewer system.
 - 8.4.7 Any garbage not properly shredded.
 - 8.4.8 Any solids of such size or characteristic capable of causing obstruction to the flow in sewers, such as, but not limited to, ashes, cinders, sand, mud, straw, metal shavings, glass, rags, feathers, tar, plastic, wood, paunch manure, hair fleshings, offal, entrails, etc.
- 8.5 Any industrial customer discharging industrial wastes shall provide and maintain a control manhole suitable to facilitate observation, sampling and measurement of the wastes. The Company (and its wastewater treatment service providers, including, but not limited to, LTMUA, OCUA and SCMUA) shall have the right to inspect, sample, measure and analyze waste water as they deem necessary.

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RATE SCHEDULE NO. 1
GENERAL SEWER SERVICE

APPLICABILITY:

Applicable to the use of wastewater service for all Customers served by the Company.

CHARACTER OF SERVICE:

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

RATE:

All wastewater service customers shall pay a fixed charge as indicated below.

FIXED MONTHLY CHARGE FOR ALL WASTEWATER CUSTOMERS

| Customer Type | Wallkill | Other than Wallkill |
|-----------------------------------|-----------------|----------------------------|
| Residential, Single Family | \$ 17.23 | \$ 38.35 |
| Non-Residential and Multi-Family | | |
| Water Meter Size – 5/8" | 17.23 | 38.35 |
| Water Meter Size – 3/4" | 20.68 | 46.02 |
| Water Meter Size – 1" | 41.35 | 92.04 |
| Water Meter Size – 1.5" | 86.15 | 191.75 |
| Water Meter Size – 2" | 127.50 | 283.79 |
| Water Meter Size – 3" | 258.45 | 575.25 |
| Water Meter Size – 4" | 344.60 | 767.00 |
| Water Meter Size – 6" | 861.50 | 1,917.50 |
| Water Meter Size – 8" | 1,378.40 | 3,068.00 |
| Oakwood Village Apartment Complex | ---- | 23,470.20 |
| Bear Brook Clubhouse | ---- | 859.04 |
| Stanton Ridge Clubhouse | ---- | 218.60 |
| Maxim Laundromat | ---- | 935.74 |

TERMS OF PAYMENT:

PAYMENT FOR ALL BILLS RENDERED IS DUE FIFTEEN (15) DAYS AFTER THE ORIGINAL POSTMARK DATE OF THE BILL. Bills for sewer service will be rendered at the close of each monthly billing period.

Issued:

Effective Date: January 1, 2021

By: Lawrence R. Carson, President
10 Black Forest Road
Hamilton, NJ 08691

Filed pursuant to decision and order of the Board of Public Utilities dated December 2, 2020, in Docket No. WR20010056

RATE SCHEDULE NO. 2
PURCHASED SEWERAGE TREATMENT ADJUSTMENT CLAUSE

APPLICABILITY:

In addition to the General Sewer Service Charge set forth in Rate Schedule No. 1, the following Purchased Sewerage Treatment Adjustment Clause rates, in accordance with N.J.A.C. 14:9-8.1 et seq., are applicable to the use of sewer service for all Customers served by the Company.

RATE:

All wastewater service customers shall pay a fixed charge as indicated below.

FIXED MONTHLY CHARGE FOR ALL WASTEWATER CUSTOMERS

| Customer Type | PSTAC Rate |
|-----------------------------------|-------------------|
| Residential, Single Family | \$ 25.60 |
| Non-Residential and Multi-Family | |
| Water Meter Size – 5/8" | 25.60 |
| Water Meter Size – 3/4" | 30.72 |
| Water Meter Size – 1" | 61.45 |
| Water Meter Size – 1.5" | 128.02 |
| Water Meter Size – 2" | 189.47 |
| Water Meter Size – 3" | 384.06 |
| Water Meter Size – 4" | 512.08 |
| Water Meter Size – 8" | 2,048.32 |
| Oakwood Village Apartment Complex | 15,669.65 |
| Bear Brook Clubhouse | 573.53 |
| Stanton Ridge Clubhouse | 145.95 |
| Maxim Laundromat | 624.73 |

*The above charges are based upon the Board of Public Utilities' ("Board") estimate of Aqua New Jersey, Inc.'s 12-month average cost of purchased sewerage treatment from the Logan Township Municipal Utilities Authority, Ocean County Utilities Authority, and Sussex County Municipal Utilities Authority. The estimated 12-month average cost shall be periodically re-determined by the Board in accordance with true-up procedures set forth in N.J.A.C. 14:9-8.1 et seq.

TERMS OF PAYMENT:

PAYMENT FOR ALL BILLS RENDERED IS DUE FIFTEEN (15) DAYS AFTER THE ORIGINAL POSTMARK DATE OF THE BILL. Bills for sewer service will be rendered at the close of each monthly billing period.

Issued: December 22, 2023
By: Mark H. McKoy, Interim President
10 Black Forest Road
Hamilton, NJ 08691

Effective Date: January 1, 2024

Filed pursuant to decision and order of the Board of Public Utilities dated December 20, 2023, in Docket No. WR230805768.

RATE SCHEDULE NO. 2
PURCHASED SEWERAGE TREATMENT ADJUSTMENT CLAUSE

Continued,

SPECIAL PROVISIONS:

No additional charge shall be established for recirculating water or air-cooled air conditioning units.

Rates apply to normal sewerage as defined by the NJDEP and the Ocean County Utilities Authority (“OCUA”). Aqua reserves the right to require pretreatment prior to discharge into the sewer system if the sewerage contains harmful substances such as gasoline, P.C.B.s, oil, explosive liquids, grease, phenols, acids, alkalines, lint, excessive detergents or any other toxic or hazardous substances as defined by NJDEP and/or OCUA. This paragraph includes but is not limited to laundromats or dry cleaners where the owner will be required to provide a screen or filter to remove excessive lint before discharge into the sewer system.

As of January 1, 1997, OCUA has imposed these local limits for industrial and non-domestic waste water discharged to its northern plant: 300 ppm B.O.D.; 300 ppm T.T.S. Any charges imposed by OCUA for treating these or any other special substances shall be passed through to the specific customer.

Issued:
By: Lawrence R. Carson, President
10 Black Forest Road
Hamilton, NJ 08691

Effective Date: January 1, 2021

Filed pursuant to decision and order of the Board of Public Utilities dated December 2, 2020, in Docket No. WR20010056.