

VEOLIA WATER NEW JERSEY INC.

TARIFF

FOR

WATER AND WASTEWATER SERVICE

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461 From Road, Paramus, NJ 07652

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SERVICE AREA NO. 1 - WATER
(Area previously served by VEOLIA Water New Jersey)

TERRITORY
LIST OF MUNICIPALITIES

BERGEN COUNTY

Alpine	Harrington Park	Ridgefield
Allendale	Hasbrouck Heights	Ridgefield Park
Bergenfield	Haworth	**Ridgewood
Bogota	Hillsdale	River Edge
Carlstadt	Leonia	River Vale
Cliffside Park	Little Ferry	Rochelle Park
Closter	*Lodi Borough	Rockleigh
Cresskill	**Mahwah	Rutherford
Demarest	Maywood	**Saddle Brook
Dumont	Montvale	**Saddle River
East Rutherford	Moonachie	South Hackensack
Edgewater	New Milford	Teaneck
Emerson	Northvale	Tenafly
Englewood	Norwood	Teterboro
Englewood Cliffs	*Oakland	Upper Saddle River
**Fair Lawn	Old Tappan	*Wallington
Fairview	Oradell	Washington Township
Fort Lee	Palisades Park	Westwood
Franklin Lakes	Paramus	Woodcliff Lake
Hackensack	**Ramsey	Wood-Ridge

HUDSON COUNTY

Guttenberg	Secaucus	Weehawken
North Bergen	Union City	West New York

PASSAIC COUNTY

The entire development known as Bald Eagle Commons Block 5308, Lots 1, 2, 3 & 4; Block 5309, Lots 1, 2, 4, & 10, Block 5310, Block 5311, Block 5312, Block 5313, Block 5314, Block 5315, Block 5316, Block 5317, Block 5318, Block 5319, Block 5320, Block 5321, Block 5501, Lots 13, 14, 20, 21, 22, & 23, Block 5504, Block 5505, Block 5506, Block 5507 the developments of Birch Hill, Greenbrook, Parkway, Awosting, Crescent Park, Olde Milford, Highview, Bald Eagle Village, Greenwood Lake and Village on Ridge in the Township of West Milford, New Jersey.

* Partially Served
**Served Wholesale

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SERVICE AREA NO. 1 – WATER (Continued)
(Area previously served by VEOLIA Water New Jersey)

TERRITORY
LIST OF MUNICIPALITIES

SUSSEX COUNTY

Block 141, Lot 10.01 also known as Valley View Apartments, Vernon Township; Block 184, Lot 13, Block 190, Lots 9, 11, & 16 Block 199.01, 199.02, 199.03, 199.07, 199.08, 199.10 & 199.13; Block 231, Lots 12, 12.01, 12.02, 12.03, & 12.04; Block 232.01 Lots 1-44 also known as Great Gorge Terrace Condominiums, Vernon Township; Block 233, Lots 7 & 7.01; Blocks 233.01, 233.02, 233.03, 233.04 & Block 233.05, Lot 6; Former Territory of Sunset Ridge Water as referenced in Decision and Order in Docket No. 8312-1117 dated March 2, 1989; Vernon Township, Sussex Park Homes , Andover Township; Hamptons Commons, Hampton Township; Subdivisions in the Township of Vernon commonly known as : Aspen Woods , Cliffwood Lakes, Grandview Estates , Sussex Hill No. 1, Sussex Hill No.2 , Lake Conway, Stayman/Mott , Omega Drive, Vanderhoff Court, Predmore Estates, Samis Road, Macintosh , Cortland Road, Warren Drive, Barry Lakes, Highland Lakes, Blackman Estates, Walnut Hills Estates; Village of Lake Glenwood; Subdivision in the Township of Wantage commonly known as Woodridge Estates; Block 263, Lots 1.02, 1.03 and 1.04, also known as Viking Village, in the Township of Vernon. East Brookwood Estates, Byram Township.

MORRIS COUNTY (Arlington Hills)

Mount Arlington*

Block 61, Lots: 23.01, 23.03, 23.04, 23.05, 23.06, 23.07, 23.09, 23.10, 23.11 & 23.12, Block 61.02; Block 61, Lots 42.01; 42.02; and Lot 42.03; Block 72, Lots 1.01 and 1.02; Block 72.01, Lot 3; Block 82, Lots 1.01, 1.02, 1.03, and 1.04; Block 82.01, Lot 1; Block 83, Lots 9, 15.01 and 15.02 ; Block 83.01, Lot 1; Block 84, Lot 3; Block 72, Lot 2; Block 72, Lot 3.

Roxbury*

Block 12301, Lots 1 & 2.

HUNTERDON COUNTY

City of Lambertville

Township of West Amwell Block 3 Lot 6, 7, 8, 9, 10, 17.01, 17.02, and 20.

* Partially Served

WARREN COUNTY

Township of Independence (former MUA).

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SERVICE AREA NO. 2 - WATER
(Area previously served by VEOLIA Water Toms River)

TERRITORY
LIST OF MUNICIPALITIES

OCEAN COUNTY

Toms River Township (mainland portion)
Borough of South Toms River
*Berkeley Township
*Brick Township

MONMOUTH COUNTY

*Colts Neck Township
** Gordons Corner Water Company
** Township of Freehold
** Township of Manalapan

* Partially Served
**Served Wholesale

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SERVICE AREA NO. 3 - WASTEWATER
(Area previously served by VEOLIA Water Arlington Hills)

TERRITORY
LIST OF MUNICIPALITIES

MORRIS COUNTY (Arlington Hills)

Mount Arlington*

Block 61, Lots: 23.01, 23.03, 23.04, 23.05, 23.06, 23.07, 23.09, 23.10, 23.11 & 23.12, Block 61.02;
Block 61, Lots 42.01; 42.02; and Lot 42.03; Block 72, Lots 1.01 and 1.02; Block 72.01, Lot 3;
Block 82, Lots 1.01, 1.02, 1.03, and 1.04; Block 82.01, Lot 1; Block 83, Lots 9, 15.01 and 15.02 ;
Block 83.01, Lot 1; Block 84, Lot 3; Block 72, Lot 2; Block 72, Lot 3.

Roxbury*

Block 12301, Lots 1 & 2.

* Partially Served

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SERVICE AREA NO. 4 - WASTEWATER
(Area previously served by VEOLIA Water Princeton Meadows)

TERRITORY
LIST OF MUNICIPALITIES

MIDDLESEX COUNTY

The franchise area includes all blocks and lots in accordance with Ordinance 21-04 of the Township of Plainsboro.

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SERVICE AREA NO. 5 - WASTEWATER
(Area previously served by VEOLIA Water West Milford)

TERRITORY
LIST OF MUNICIPALITIES

PASSAIC COUNTY

*West Milford

The entire development known as Bald Eagle Commons, Block 5301, Lot 21.01, Lot 21.03, Lot 21.04, Lot 21.05, Lot 21.06, Lot 21.07, Lot 21.08, Lot 21.09, Lot 21.10, Lot 21.11; and Block 5305, Lot 1, Lot 2, Lot 3 and Lot 4 the developments of Birch Hill, Greenbrook, Parkway, Awosting, Crescent Park, Olde Milford, Highview, Bald Eagle and Greenwood Lake in the Township of West Milford, New Jersey.

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STANDARD TERMS AND CONDITIONS

In the event of a complaint or questions, call the Board of Public Utilities' Division of Customer Assistance at 1-609-341-9188 or 1-800-624-0241 or visit the website www.nj.gov/bpu.

DEFINITIONS OF TERMS WATER AND WASTEWATER

- 1.1 "Company" means VEOLIA WATER NEW JERSEY INC., a corporation of the State of New Jersey, having offices located at 461 From Road, Paramus, New Jersey 07652.
- 1.2 "Customer" means a person that is an end user, a customer of record, or both.
- 1.3 "Customer of Record" means the person that applies for utility service and is identified in the account of 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.
- 1.4 "End-User" means a person who receives, uses or consumes water service. An end-user may also be a customer who receives wastewater service. An end-user may or may not be a customer of record.
- 1.5 "Person" means an individual, firm, joint venture, partnership, co-partnership, corporation, association, State, county municipality, public agency or authority, bi-state or interstate agency or authority, public utility, regulated entity, cable television company, cooperation association, or joint stock association, trust, limited liability company, governmental entity, or other legal entity, and includes any trustee, receiver, assignee, or personal representative thereof.
- 1.6 "Premises" include the following:
 - (a) a house or building under one roof owned or leased by one customer, and occupied as one residence or one place of business.
 - (b) Each building within a combination of buildings owned or leased by one customer, in one common enclosure occupied by one customer as a residence or place of business.
 - (c) Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family, or one corporation or firm, as a residence or place of business.
 - (d) A public building.
 - (e) A single plot, such as a park, playground or cemetery.
 - (f) Each unit or apartment, within a residential or commercial condominium, co-operative or apartment development, including

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STANDARD TERMS AND CONDITIONS

garden-type apartments, which is adaptable to separate metering.

- (g) Each building, portion of a building or combination of buildings within a commercial or residential condominium, co-operative, or apartment development, including garden-type apartments, when individual units or apartments within such developments are not adaptable to separate metering
 - (h) An apartment building is defined as a premises having a minimum of 20 (twenty) units.
- 1.7 “Residential Customer” means a customer who receives service from a regulated entity for residential use in a Premises as defined in Section 1.6 (a), (b), or (c)..
- 1.8 “Sewer Service” includes all actions necessary to provide for the removal and disposal of wastewater from the customer’s Premises.
- 1.9 “Tariff,” as referred to herein, is this entire “Tariff for Water and Wastewater Service,” as the same may be amended or revised from time to time.
- 1.10 “Water Service” includes all actions necessary to supply water to customers at their premises.

DEFINITIONS OF TERMS WATER

- 1.11 “Bulk Water Purchaser” is a customer who has a contract with the Company that establishes the specific terms and conditions for the Company’s provision of Water Service.
- 1.12 “Check Valve” is an automatically operated valve designed to permit the flow of water in one direction only.
- 1.13 “Connecting Pipe” is the supply pipe connected to the service pipe at the Curb Stop and leading therefrom to the customer’s premises. The Connecting Pipe is owned and maintained by the Customer.
- 1.14 “Curb Stop” is the fitting attached to the service pipe at the curb, for turning on and shutting off water in emergencies or for purposes of repair.
- 1.15 “Customer’s Water System” means all water facilities from and including the Connecting Pipe that are owned and maintained by the Customer.
- 1.16 “Distribution Main” is a pipe which delivers water to the service pipes attached thereto to serve the premises of customers.

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STANDARD TERMS AND CONDITIONS

- 1.17 "Meter" is a device which registers the quantity of water supplied to the customer.
- 1.18 "Multi-Use Service" – Water service 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.
- 1.19 "Pressure Regulator" is a device which is placed in pipelines to maintain automatically a given working pressure on its outlet side regardless of the pressure on the inlet side.
- 1.20 "Pressure Relief Valve" is a device installed in pipe lines and other pressure systems to relieve automatically excess house system pressure, above the predetermined setting of the relief valve.
- 1.21 "Radio Reading Device" is a device that collects a reading from the meter and transmits the reading to a collection/receiver device located in a vehicle that's being driven through a neighborhood. Alternatively, this same radio read can be transmitted to centrally located collectors and transferring that data to a central database for billing, troubleshooting, and analyzing.
- 1.22 "Remote Meter Reading Device" consists of an encoder register which attaches to the customer's water meter and which records and encodes the customer's water consumption for later transmission to a tamper-proof receptacle located on the outside of the customer's premises. Water consumption data is retrieved by inserting an electronic readout device into the receptacle.
- 1.23 "Service Pipe" is a supply pipe leading from the corporation stop at the main to the curb stop.
- 1.24 "Tap or Corporation Stop" is the fitting inserted in the distribution main to which the service pipe is attached. It is used for shutting off the water in case of repairs to the service pipe.
- 1.25 "Theft of Service" Includes meter tampering or piping that bypasses the Company's metering device or unauthorized use of fire hydrants.
- 1.26 "Transmission Main" is a pipeline of large diameter (usually 16" and larger) which delivers water from the various pumping stations and distribution reservoirs to the distribution mains.
- 1.27 "Unapproved Source of Supply" is any water source or supply which is not a Public Community Water System as defined in law or regulation.
- 1.28 "Water Main Extension" is an addition to the existing system of transmission and distribution mains, constructed by the Company.

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DEFINITIONS OF TERMS WASTEWATER

- 1.29 "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.
- 1.30 "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 outside the face of the building wall at a clean out, or if no clean out exists, five (5) feet outside the face of the building wall from whence it becomes known as the building sewer. The Building Drain shall be the responsibility of and maintained by the customer.
- 1.31 "Building Sewer" shall mean the extension from the building drain to service line and/or other point of connection to the Company system. The Building Sewer shall be the responsibility of and be maintained by the customer.
- 1.32 "Collection Main" is a pipe which collects sewage from the service pipes which serve the premises of customers.
- 1.33 "Company Sewerage System" shall mean those sewers, pipes, manholes, pumping stations or other facilities of the Company used for collecting and conveying sewage.
- 1.34 "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.
- 1.35 "PH" shall mean the logarithm to the base ten of the reciprocal of the weight of hydrogen ions in moles per liter of solution.
- 1.36 "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.
- 1.37 "Service Line" shall mean the extension from the Company collection system, usually to a clean out at the curb line, where it then connects to the Building Sewer. The Service Line shall be the responsibility of and be maintained by the Company. If there is no cleanout, the Company's responsibility ends at the curb line.
- 1.38 "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.

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STANDARD TERMS AND CONDITIONS

- 1.39 "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.

APPLICATIONS FOR SERVICE

- 2.1 Application for water and/or wastewater service shall be in accordance with the following:
- (a) Application for water and/or wastewater service to a new building or to premises not previously supplied shall be made at the New Business Department of the Company, by regular mail, electronic mail where available, or by telephone, by the owner, lessee or duly authorized agent. The applicant shall be required to sign a form provided by the Company which may be subsequently submitted to the customer. N.J.A.C. 14:3-3.2 (a)
 - (b) Application for water and/or wastewater service to premises previously supplied shall be made at the New Business Department of the Company by regular mail, electronic mail where available, or by telephone, by the owner, lessee or duly authorized agent.
 - (c) A 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).
 - (d) Customers requesting water service and/or wastewater collection service must have a water main and/or wastewater collection main that fronts, at a minimum, the mid-point of the property in order to receive such service. If not, a main extension will be required. See Section 4.
- 2.2 The Company shall provide or extend water service to applicants or customers connected to an unapproved source of supply, in accordance with the following:
- (a) All non-residential applicants or customers shall install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the applicant or customer upon request.
 - (b) Upon determination by the Company that a threat of contamination to the public water supply exists, residential applicants or customers shall be

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STANDARD TERMS AND CONDITIONS

required to install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the customer or applicant upon request.

- 2.3 A utility shall advise a customer of the rate schedule most applicable to that customer and suggest a change in rate schedule, if and when appropriate N.J.A.C. 14:3-3.2(c). An applicant for water and/or wastewater service shall state at the time of making application, the purposes for which service will be used and may be required to sign an agreement or other form covering special circumstances for the supply of such service. A separate application is required for a water and/or wastewater service for special purposes.
- 2.4 The Company may reject applications for water and/or wastewater service for the following reasons:
- (a) Where such service is not available.
 - (b) Where such service might adversely affect the safety or adequacy of service furnished to other customers present or prospective.
 - (c) When the applicant's piping installation is not in accordance with the Company's standard terms and conditions or any applicable plumbing codes.
 - (d) Where the applicant refuses to agree to comply with the Company's standard terms and conditions.
 - (e) When any valid bill to the applicant for water and/or wastewater service furnished at any previous or present location remains outstanding. However, the Company will accept applications in such situations if the customer agrees to a reasonable payment arrangement as set forth in N.J.A.C. 14:3-7.7.
- 2.5 Within two business days of receipt of the customer's application for utility service, or on a mutually agreed upon date, the Company shall initiate service except in those cases where the utility or customer must install or contract to install an extension to the structure where said service shall be received. N.J.A.C. 14:3-3.2(g). Applications for water and/or wastewater service are not transferable. Each new owner or occupant of the premises to be supplied is required to make an application for water and/or wastewater service as provided in Paragraph 2.1 of this Tariff.

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461 From Road, Paramus, NJ 07652

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- 2.6 A utility shall not require a social security number as a condition of service N.J.A.C. 14:3-3.2(h).
- 2.7 Except as authorized by the Company, a customer shall not provide water service to others through the meter located in his premises, or use water at any premises not designated in the application.
- 2.8 If application is made for the supply of water for building construction purposes, the Company shall have the options of providing metered or unmetered service. If metered, the water used shall be billed at the rates applicable to General Metered Service set forth in Rate Schedule No. 1 of this Tariff. If unmetered, the water used shall be billed at the rates applicable to Building Construction Service set forth in Rate Schedule No. 11 of this Tariff.
- 2.9 Application may be made for a new connection and service pipe through which water and/or wastewater service is not immediately desired or desired for temporary use. Upon making the application the customer shall enter into a special form of agreement with the Company, which provides that the customer shall bear the entire expense of making the connection but shall be entitled to a refund of the cost of installing the service line from the main to the curb, including the curb stop, whenever permanent regular service is begun within ten years from the date of installation of the connection.

In addition, should the project and demands that will come from that project create a demand greater than what the existing water distribution or wastewater collection system can provide or will impact the current level of service level and reliability to existing customers, the developers will be required to contribute to the replacement of existing infrastructure or upgrading of current facilities

- 2.10 The Company, where necessary, will make application for any street or highway opening permits for installing service connections and shall not be required to furnish water and/or wastewater service until a reasonable time after such permits are granted. Any charge for permission to open the street or highway for installing facilities which is imposed by a municipality or other governmental agency controlling the street or highway, including but not limited to any special pavement restorations, shall be paid by the party desiring water service.
- 2.11 The Company will provide service to premises owned in whole or in part by a condominium association under the following terms and conditions:
- (a) Whenever practicable, a separate meter would be installed for each condominium "unit" as such term is defined in the Condominium Act of New Jersey. Upon determination by the Company that condominium units cannot be separately metered, water service shall be provided through a separate meter for each building, or portion thereof or combination of buildings.

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- (b) Where water service to condominiums will be provided through separate meters for each condominium unit, a separate meter or separate meters shall be provided for the common elements as such term is defined in the Condominium Act of New Jersey.
 - (c) Applications for water and/or wastewater service to condominium units which are separately metered shall be made by the unit owners. Application for water and/or wastewater service to condominium units which are not separately metered and applications for water service to the common elements shall be made by the condominium association.
 - (d) Each condominium association will be held liable, as customer of record, for all charges for water and/or wastewater services to the common elements, and where individual condominium units cannot be separately metered, for all water and/or wastewater service rendered to such condominium association and its unit owners.
 - (e) Each condominium association or unit owner making application for service shall be responsible for the maintenance and repair of any facilities installed which do not become the property of the Company.
- 2.12 Where water for billing of sewerage service to condominiums will be provided through separate meters for each condominium unit, a separate meter or separate meters shall be provided for the common elements as such term is defined in the Condominium Act of New Jersey.
- 2.13 If the Customer of Record can not be determined after notification by the company and services are being rendered to the premises the company has the option of establishing the customer of record from the public tax records associated to the premises. If there needs to be a change to the customer of record after an invoice is generated, the updates will be applied.

3. CUSTOMERS' DEPOSITS

- 3.1 Deposits may be required under the following circumstances:
- (a) Deposits may be required where applicants for water service have not established their credit. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increased by one month's estimated average bill.
 - (b) Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increased by one month's estimated average bill. Service may be discontinued for failure to make such deposit, after proper notice.

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- (c) Deposits will be required to guarantee the payment for metered water used for construction purposes where no advance payments have been made. These deposits will be based upon the sum of the cost of the meter, the estimated amount of water which may be used during construction, the facilities charge times the number of months being requested and a calibration restocking fee. When the meter is returned to the Company in good condition, the outstanding deposit will be refunded with interest due, less any amount due for unpaid bills.
- 3.2 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 will require that the deposit be restored to its original amount.
- 3.3 The Company will furnish a deposit receipt to each customer who has made a deposit. Customers will be required to surrender the deposit receipt upon return of their deposits. If the receipt cannot be produced, a written agreement, to indemnify the Company against any claim arising from failure to surrender the original receipt, may be required.
- 3.4 The Company will review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years. If this review indicates that the customer has established credit satisfactory to the Company, the outstanding deposit will be refunded to the customer N.J.A.C. 14:3-3.5(a).
- 3.5 Simple interest on all deposits held by the Company pursuant to Paragraph 3.1 of this Tariff will accrue at the current rate prescribed by the Board of Public Utilities. Interest payments will be made at least once during the 12 month period in which a deposit is held. N.J.A.C. 14:3-3.5(d).
- 3.6 Upon closing a customer's account, the balance of any deposit remaining with the Company shall be applied to the customer's account and any credit balance will be returned to the customer with interest due. N.J.A.C. 14:3-3.5 (b)
- 3.7 If the utility refunds a deposit in cash, the utility shall accept the receipt for the deposit, or proof of the customer's identity, as proof of entitlement to the deposit. N.J.A.C. 14:3.5(C)

When a utility refunds a deposit or pays a customer interest on a deposit, the utility shall offer the customer the option of a credit to the customer's account or a separate check. In either case, the utility shall provide the full refund or payment within one billing period after the review required under N.J.A.C.14:3-3.5(a) above is completed, or after the interest payment is due, as applicable, unless other reasonable arrangements are made between the customer and the utility. N.J.A.C. 14:3-3.5(h).

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- 3.8 Good credit is established when the customer pays the bills rendered within 30 days of receipt of the bill. This is only applicable to the deposit section and does not impair the Company's right to also take collection action in accordance with the Board of Public Utilities Rules. Credit will not be impaired for disputing a bill.
4. WATER AND WASTEWATER MAIN EXTENSIONS
- 4.1 Applications for main extensions shall be made online or by mail, to the New Business Department of the Company. Upon receipt of such application, complete with all forms, the Company will make a survey and advise the applicant as to the most suitable plan for installing the proposed main extension and the probable cost to the applicant.
- 4.2 Distribution and/or collection mains will be extended only in public streets or highways provided that the consent of the public body responsible for the repair and maintenance of such streets or highways is first obtained, or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority. The Company will require an easement in cases where the streets or highways have not yet been accepted. In no case, however, will distribution and/or collection mains be installed until streets or highways have been rough graded to an established and approved grade and a curb line installed.
- 4.3 Main extensions will be installed and deposits will be required pursuant to agreements between the Company and the applicant.
- 4.4 Each main extension shall become part of the distribution system or collection system of the Company and shall be owned, maintained and controlled by the Company.
- 4.5 The Company will extend service in accordance with all applicable laws of the State and Board of Public Utilities regulations and orders including but not limited to those regulations contained in N.J.A.C. 14:3-1, N.J.A.C. 14:3-6, and N.J.A.C. 14:3-8.
5. SERVICE PIPES
- 5.1 The service pipe from the distribution mains to the curb line, including the curb stop will be furnished, installed and maintained by the Company at its expense, except as follows:
- (a) Where water service is not immediately desired or desired for temporary use, the customer shall be responsible for the cost of installing the service pipe in accordance with Paragraph 2.9 of this Tariff.
- (b) Where customers are exempt pursuant to Paragraph 8.3 of this Tariff, the actual cost of installing the service pipe shall be reimbursed to the Company by the customer.

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- (c) Curbs stops and service pipe will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer is responsible to the Company for any injury or damage rising from his fault or neglect. The customer shall permit no one except an agent of the Company to remove, inspect or tamper with the curb stop or service pipe or other property of the Company on his premises. All damage caused by the customer, including but not limited to the unauthorized operation of the curb stop or installation of trees, bushes, sidewalks, etc. in the close proximity of the curb stop, shall be paid by the customer, and the Company will not be liable for any damage arising from the conditions beyond its control.
- 5.2 Only employees or other persons authorized by the Company will be permitted to make connections to the mains of the Company.
- 5.3 The Company will control the size of the opening to be made in the distribution main and the size of the service pipe to be installed.
- 5.4 No service pipe will be installed where the connecting pipe is laid or to be laid in the same trench with a sewer pipe, gas pipe, electric conduit or any other facility; nor within three feet of any open excavation or vault.
- 5.5 A curb stop will be installed by the Company at or near the curb line, in such a manner as to permit the attachment of the customer's connecting pipe. Where the service pipe is four inches or greater in diameter, a valve will be installed at the tap and behind the curb for the purpose of turning on and shutting off water. Only Company employees or persons duly authorized by the Company are permitted to operate the curb stop or valve.
- 5.6 Unless otherwise agreed to by the Company and the customer, no premises shall be supplied by more than one service pipe. Where two or more customers are supplied through a single service pipe, a suitable location, approved by the Company, shall be provided for the meters. Whenever practicable, the piping of any building shall be installed so that each customer can be supplied through independent piping and a separate meter.
- 5.7 Any change requested by the Customer in the location of the existing service pipe, provided such change is approved by the Company, shall be made at the expense of the Customer, who shall pay in advance the Company's estimated cost of such change.
- 5.8 Where a service pipe is available in front of a new customer's premises, said customer may obtain a smaller size meter without charge; provided such service is established on a permanent basis.
- 5.9 Where a large size service pipe has been installed at the request of a customer, in front of the premises not previously supplied, any subsequent request for a reduction

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in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the large size service pipe and the cost of installing a service pipe normally installed for meters of the size requested by the customer.

- 5.10 There shall be a stop placed on the connecting pipe, inside the wall line of the building supplied, and so located as to drain all of the pipes in the building, approved by the Company, easily accessible to the occupants for their protection in enabling them to turn off the water in case of leaks and to drain the pipes to prevent freezing. Proper drainage of the discharge from the stop and waste valve will be provided by the customer. A suitable air gap will be provided between the stop and waste valve and the drain.
- 5.11 When work performed by the Customer requires the relocation of a curb stop valve or any other appurtenance owned by the Company, the cost of the relocation shall be paid for by the Customer.
- 5.12 Curb stops or valves shall be located in an accessible place, protected from vehicular traffic, away from sidewalks, driveways, terraces, fences, or other structures and shall be located so that they will not be a hazard to pedestrians. The lids for the curb stops or valves must be kept clear of snow, ice, dirt, stone, or any other objects which may prevent easy operation and inspection. Relocation of a curb stop or valve for any of the above reasons will be done at the Customer's expense. In the event that the customer reconfigures property whereby a curb stop is located in a driveway, any damage will be the responsibility of the customer.

6. CONNECTING PIPES

- 6.1 A connecting pipe to convey the water within the property of the customer shall be attached to the service pipe and installed at the expense of the customer. The connecting pipe is the property of the customer and the customer, at his expense, shall be responsible for its maintenance and repair.
- 6.2 The connecting pipe shall be of such strength and material quality as to conform with Federal, State, local and other applicable codes, and shall be approved by the Company. The minimum diameter of the pipe shall be $\frac{3}{4}$ -inch. The connecting pipe shall be installed by a licensed plumber or other approved mechanic and shall be installed without sharp bends, at right angles to the line of the street, in a trench not less than four feet in depth, to avoid damage and possible interruption to service caused by freezing. Other utility service pipes, such as sewer, gas or electric shall not be installed in the same trench. No attachment shall be made to the service or connecting pipe, or any branch thereof, between the meter and the main.

The Building Sewer shall be a minimum of 4" in diameter and it shall be installed at a minimum slope of 2%.

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Where the Connecting Pipe or Building Sewer is composed of an approved non-metallic material, tracer wire is to be laid in same trench and installed in such a manner as to allow the Connecting Pipe or Building Sewer to be traced without loss or deterioration of signal.

- 6.3 The Company reserves the right to inspect the installation prior to backfilling the trench and to withhold service whenever such installation or any part thereof is deemed by the Company to be leaking, unsafe, inadequate or unsuitable for receiving service, or to interfere with or impair the continuity or quality of service to the customer or to others.
- 6.4 The customer shall make all changes in the connecting pipe due to changes in grade, relocation of mains, or other causes, at his expense; provided, however, that if the need for such change in the connecting pipe arises solely as a result of a decision by the Company to relocate mains, the Company shall be responsible for the cost of making such change.
- 6.5 Where it is necessary to install a connecting pipe on the property of persons other than the applicant for service, an easement from such property owner, in form satisfactory to the Company, shall be obtained by the applicant.

CUSTOMERS' PREMISES

- 7.1 All piping within the customer's premises must be at a sufficient depth to prevent freezing and shall otherwise comply with the regulations of the Company and with Federal, State, municipal and other regulations, in force with respect thereto. The Company may refuse to provide water and/or wastewater service to any customer whose piping system is not installed in accordance with the above.
- 7.2 The Company shall have the right of reasonable access to a customer's premises and to all property supplied by it, at reasonable times, for the purpose of inspection incident to the rendering of service, reading meters, or inspecting, testing or repairing its facilities used in connection with supplying service, or for the removal of its property.
- 7.3 The customer shall obtain or cause to be obtained, all permits, consents and certificates necessary to give the Company access to its facilities.
- 7.4 The customer shall not permit access to the meter or other facilities of the Company to anyone except authorized employees of the Company or duly authorized State regulatory officials.
- 7.5 The customer shall not tamper or interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately in case of defective service. Tampering with Company equipment or affecting customer piping

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to receive unmetered or unauthorized water service shall be prohibited and subject to a charge of \$500 as shown on Rate Schedule 12.

- 7.6 Physical connections, such as cross connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply are prohibited except to the extent specifically authorized by law or regulation. Subject to the requirements pertaining to residential premises as specified in Paragraph 2.2 of this Tariff, customers with an unapproved source of supply wishing to interconnect their system with water supplied by the Company or customers with dual but physically separate piping, where piping from the customer's unapproved source of supply and piping from the Company's distribution system both enter the customer's premises, shall obtain a physical connection permit from the State of New Jersey, Department of Environmental Protection, by following that Department's permit application procedure. All connections shall comply with VEOLIA Water's approved NJDEP Cross Connection Control Program. Installation, operation and maintenance of authorized physical connections shall be in accordance with the following:
- (a) All authorized connections and associated hardware, including, but not limited to, a double check valve assembly or a reduced pressure zone backflow preventer assembly as defined in the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall be purchased, owned, installed and maintained solely at the customer's expense and at no expense to the Company. Proof of annual testing of devices shall be made available to the Company upon request.
 - (b) Customers with authorized connections who meet the criteria of the NJDEP approved Cross Control Program, shall maintain all records required by law or regulation and shall upon request make the same available for inspection to authorized Company representatives.
 - (c) Dual water supply customers who are interconnected in violation of law, those customers holding valid physical connection permits who fail to have said permits renewed in accordance with the provisions of this Tariff or applicable laws and regulations, and those customers holding valid permits who fail to comply with all legal requirements and procedures with respect to the installation, operation and maintenance of "approved physical connection installations," including but not limited to the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall have their water service discontinued in accordance with Paragraph 12.1- (c)(9) of this Tariff.
- 7.7 In any premises where an auxiliary water source is available, the customer shall be responsible for marking the pipes carrying water from the mains of the Company in some distinctive manner for ready identification.

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- 7.8 If a water pressure reducing valve is required, it should be installed between the inlet stop valve and the meter at the customer's expense by a licensed plumber.
- 7.9 If a premises is to remain unoccupied for an indefinite period, it is the customer's responsibility to drain the interior plumbing to avoid damage to pipes and fixtures. When requested, the Company will suspend service to unoccupied premises temporarily by shutting off the water at the curb and removing the meter. The charge for resetting the meter when service is restored to the customer who made the request is specified on Rate Schedule No. 12. There is no charge for resetting the meter for new customers.
- 7.10 When leakage occurs on pipes and facilities owned by the customer, the customer shall make the necessary repairs without delay. If the customer fails to make said repairs with a reasonable time, the Company reserves the right to discontinue water and/or wastewater service until such time as the leak is repaired and the customer pays the Company the restoration of service charge as specified on Rate Schedule No. 12.
- 7.11 It is the customers responsibility to properly maintain valves utilized for change out/testing of the Company's meter. In the event valves are inoperable preventing meter change out/testing, the customer shall have a licensed plumber complete the necessary repairs to place valves in operating condition. After a reasonable time and upon providing customer notification pursuant to N.J.A.C. 14:3-3A.1(d), if the customer does not complete necessary repairs, water service shall be turned off until repairs are made and meter change has occurred.
8. PRIVATE FIRE PROTECTION SERVICE AND MULTI-USE SERVICE
- 8.1 The Company shall provide private fire protection service in accordance with the following terms and conditions:
- (a) Customers are required to make separate written application for private fire protection service, whether for a metered service connection or for unmetered service through fire hydrants owned and maintained by the Company and to enter into a written agreement with the Company. Service for hydrants owned by the customer shall be metered. In addition to the charges found on Rate Schedule No. 5 if the water is used through this connection, that usage will be billed at the consumption charge found on Rate Schedule No. 1.
 - (b) Applications for private fire protection service to condominiums shall be made by the condominium association.
 - (c) As a condition to providing fire protection service, the Company requires all applicants to install (1) an "approved physical connection installation," as defined by and in accordance with the regulations of the New Jersey

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Department of Environmental Protection and the Company's Cross Control Connection Program applicable to physical connections when the applicant's fire protection system will consist of an interconnection between pipes on the premises supplied by the Company and any unapproved source of supply; or (2) an acceptable backflow prevention device if the Company determines that such installation is necessary to protect the public water supply from contamination. Where a tank, standpipe or other storage facility is used for fire protection purposes, it shall be so constructed, arranged, operated and maintained as to protect the water from pollution and shall conform with all applicable rules and regulations of the New Jersey Department of Environmental Protection, including the regulations relative to physical connections, or those of the Company. Arrangements shall be provided to permit drainage of the facilities for inspection and cleaning.

- (d) Private fire protection service installations shall be made in accordance with the provisions of this Tariff regarding the installation of service and connecting pipes and other facilities. Except as modified by Section 8.6 through 8.8 of this Tariff, separate service pipes are required for customers desiring metered private fire protection service to supply sprinkler heads, hose connections, fire hydrants or any other type of fire protection system.
- (e) Private fire protection service lines for metered service should be equipped with meters and shall be used exclusively for fire protection purposes. If the water is used through this connection for uses other than fire suppression, that usage will be billed at the consumption charge found on Rate Schedule No. 1.
- (f) As an additional condition to providing fire protection service, the Company requires the applicant to supply: (1) the name and address of the insurance company that provides the applicant with fire protection insurance for the property listed on the application; and (2) the policy number under which the fire protection is being provided. Failure to provide this information may result in termination of service.
- (g) On a semiannual basis, the Company shall solicit from its fire protection customers: (1) the name and address of the insurance company providing fire protection insurance at the time; and (2) the policy number under which the fire protection is being provided. The customer must respond to the Company's request for information within 14 days of the customer's receipt of the request. Failure to provide this information may result in termination of service.
- (h) No water shall be used through private fire protection facilities except for permitted testing purposes or in case of fire. However, the Company must be notified at least 72 hours prior to testing of any fire protection connection

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and shall be given the opportunity to witness said test. Leaks not repaired in a timely manner and/or the use of private fire protection for other reasons will result in termination of service upon providing customer notification pursuant to N.J.A.C. 14:3-3A.1(d).

8.2 The charges for private fire protection service are as follows:

- (a) The charge for private fire protection service is based on the size of the service and shall be in accordance with Rate Schedule No. 5. The customer shall not be charged for water used solely for fire extinguishing purposes or for permitted testing purposes not in excess of 400 cubic feet (3,000 gallons) per month. If water used for such purposes is billed, the customer shall be entitled to a refund upon notifying the Company of any payments made for water used solely for such purposes. Water used for any other purpose, however, shall be billed in accordance with the consumption charges shown on Rate Schedule No. 1. If requested by the Company, the customer will be required to furnish the Company with information as to the use of water for said fire extinguishing or testing purposes.
- (b) The charge for private fire protection service through hydrants owned by the Company or Customer on Rate Schedule No. 5 of this Tariff and is based on the number of hydrants installed by the Company. If the water is used through this connection, for uses other than fire suppression, that usage will be billed at the consumption charge found on Rate Schedule No. 1.

Applicable only to Service Area No. 2 (the former VEOLIA Water Toms River Inc.) the rate charged based on service opening size installed to the company owned main is applicable to all new connections after May 1, 2013. For connections made prior to May 1, 2013, customers will continue to be billed in the same manner as they had previously been billed.

- (c) Bills for private fire protection service shall be rendered monthly.
- (d) Private fire protection shall not be charged for service to private fire hydrants supplied after a master meter on a multi-use service. A master meter on a multi-use service will be billed pursuant to Rate Schedule No. 1.

8.3 Rooming and boarding houses as defined in the "Rooming and Boarding House Act of 1974" and those residential health care facilities as defined in the "Health Care Facilities Planning Act," which have furnished proof of certification by the appropriate state agency that the particular facility or house is entitled to exemption, will be exempt from the charges of Rate Schedule No. 5. Customers entitled to this exemption, will be subject to charges for metered water use in accordance with Rate Schedule No. 1 of this Tariff and also for the cost of installing the service pipe as provided in Paragraph 5.1(b) of this Tariff. Nursing homes and assisted living facilities are not exempt from this charge.

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- 8.4 Private unmetered fire protection service shall be available only through fire hydrants connected to mains of the Company installed along private or public streets or rights-of-way. An easement, in form satisfactory to the Company, will be required before the Company will install mains along private streets or rights-of-way.
- 8.5 Authorized representatives of the Company shall have the right to inspect all fire protection facilities on a customer's premises at reasonable hours. The inspection or non-rejection of the customer's fire protection facilities by the Company shall not be deemed as a guarantee or an assumption or responsibility as to the adequacy of such fire protection facilities for the purpose of extinguishing fires.
- 8.6 The Company shall provide multi-use service to a customer or builder upon request unless the Company can show good cause to refuse to supply a multi-use service.
- 8.7 By applying for multi-use service, the customer or builder certifies, in addition to the applicable requirements for Private Fire Protection Service, the following:
- (a) The customer or builder has hydraulically calculated the demand for the customer's or builder's water system based on the simultaneous domestic demand and fire sprinkler demand. The customer or builder shall make this calculation in accordance with the Uniform Construction Code.
 - (b) 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.
 - (c) The customer will, prior to installation of the meter, obtain a construction permit in accordance with the Uniform Construction Code from the enforcing agency having jurisdiction over the system.
 - (d) 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, unless caused by negligence of the water utility
- 8.8 By applying for multi-use service, and operating the same, the customer agrees:
- (a) To include a backflow prevention device(s) as defined at N.J.A.C. 7:10-1.3 and as specified at N.J.A.C. 7:10-10.3.
 - (b) To be solely responsible for all costs and expense relating to the installation, operation, maintenance, repair and replacement of the customer's water system including the fire suppression system and backflow prevention devices(s).

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- (c) To ensure the customer's water system complies with the applicable requirements of the Uniform Construction Code in effect at the time of system installation, including any applicable building, plumbing, and fire protection subcodes.
- (d) To ensure that the customer's water system is maintained in accordance with all applicable law so as to protect against backflow, back-siphonage and contamination of the potable water system.
- (e) 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 service at N.J.A.C. 14:3-3.A.4(j).
- (f) That under average demand conditions, the time for water to flow from the company main to the first end user domestic point of use in any premise is not more than five minutes in order to maintain water quality.

9. PUBLIC FIRE PROTECTION

9.1 The Company shall provide public fire protection service in accordance with the following terms and conditions:

- (a) Upon application of duly authorized representatives of municipalities in the territory supplied, the Company will install fire hydrants for purposes of public fire protection, at locations agreed upon by officials of the municipalities and representatives of the Company.
- (b) Hydrants are owned by the Company and subject to regular inspection and maintenance by the Company.
- (c) Hydrants are not to be used for any purpose other than public fire protection without the written permission from the Company.
- (d) As a condition to providing fire protection service, the Company requires each municipality to supply: (1) the name and address of the insurance company that provides the municipality with fire protection insurance and/or information pertaining to whether the municipality is self-insured, in full or in part and to what extent; and (2) the policy number under which the fire protection is being provided. Failure to provide this information may result in termination of service.
- (e) On a semiannual basis, the Company shall solicit from each municipality: (1) the name and address of the insurance company providing fire protection insurance at the time and/or information pertaining to whether the municipality is self-insured, in full or in part; and (2) the policy number under which the fire protection is being provided. The municipality must respond

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to the Company's request for information within 14 days of the customer's receipt of the request. Failure to provide this information may result in termination of service.

- (f) The Company may suspend providing public fire protection service to perform inspection, maintenance and rehabilitation of facilities, including but not limited to water production facilities, water storage facilities, pumping facilities and water mains upon reasonable notice to the fire department having jurisdiction.

9.2 Municipalities shall pay a monthly charge for public fire protection in accordance with Rate Schedule No. 6 set forth in this Tariff.

9.3 Municipal departments should promptly inform the Company of any hydrant which has been used, or is leaking, or in need of attention so that such hydrant may be placed in readiness for instant operation.

9.4 No person/entity, other than municipal fire (for firefighting purposes only) and Company personnel, unless authorized by the Company is permitted to operate or take water from any public or private fire hydrant/connection for street sprinkling, flushing sewers, storm water drains, street sweeping, landscaping projects, or for building construction or any other purpose. Unauthorized operation of a fire hydrant/connection is subject to all fines and penalties under local Municipal Ordinances plus cost for any water used and the actual cost for the repair of any damages to the Company's property resulting there from.

9.5 Use of fire hydrants may be permitted for specific purposes when special permission is obtained from the Company by written permit. Permits to use hydrants will not be issued during cold weather particularly the period from December 1 to April 1. The Company will charge for this service on Rate Schedule 11 and will require a deposit for the meter furnished by the Company for the service. Any special permission grant shall be revocable at any time by the Company.

10. METERS

10.1 All meters shall be furnished, installed and maintained at the Company's expense and remain the property of the Company, except as otherwise provided in Paragraphs 10.5, 10.6 and 10.10 of this Tariff, and will be equally sized based on service pipe size for all services larger than 1". The Company will determine the type and make of meter to be used, based on the service desired. Deduct metering arrangement will not be permitted by the Company. Any submetering arrangements are the responsibility of the applicant/property owner/or appropriate entity.

10.2 Meters shall be located or housed in accordance with the following conditions:

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- (a) The Company reserves the right to establish the size and location of the meter, which shall be accessible to the company and subject to its control. The location of meters and the arrangement of the fittings and piping are subject to inspection and approval of the Company and should meet Company's requirements presented herein.

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.

Meters installed indoors shall be located in a clean, dry, safe place not subject to great variations in temperature, at or near the front wall as close as possible to the point of entrance of the connecting pipe. Meters shall be on a support, which is free from appreciable vibration and shall be supported firmly, not less than 18 inches nor more than 36 inches above the level of the floor. For lock-wing meter set ups, the metering manifold must be set at a minimum of 12 inches above the level of the floor and a maximum of 42 inches above the level of the floor. The location shall be such as to be easily accessible, with a minimum of inconvenience to the customer or to the Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs. N.J.A.C. 14:3-4.2 (b) and (c).

- (b) When the Company requires that meters shall be installed outside of a building, the meter shall be placed in a convenient meter box or above-ground meter structure, often referred to as the meter housing. An above-ground meter structure is required to house meters for services greater than or equal to 2". New meter vaults are not permitted. The meter housing shall be located in an accessible place away from terraces, fences, paved areas, other structures or any location which would create a hazard to vehicles, pedestrians or Company personnel accessing the meters. The meter housing shall be frost-proof and either well drained or watertight and shall be provided with a strong cover fastened with a convenient locking device. The cover shall be kept clear of snow, ice, dirt or any other objects which might prevent easy access for reading, inspecting, testing, changing and making necessary adjustments or repairs of the meter. This installation is subject to the approval of the Company. The cost of installing and maintaining the meter housing is the responsibility of the customer or property owner and as such is owned by the customer or property owner. The meter housing shall be located just inside the property line near the curb stop. Relocation of a meter pit or failure to comply with any of the above will be done at the Customer's expense.
- (c) If the meter housing is to be installed upon property which is not owned or controlled by the customer, the Company will require that the customer

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obtain an easement or, where an easement cannot be obtained, the written consent of the owner of the property on which the meter housing will be installed.

- (d) The location of the meter and the arrangement of the fittings to be supplied by the Company and pipe shall be subject to inspection and approval by the Company. A gate valve, or ball valve for 2" and smaller, is to be installed on the inlet and outlet side of the meter, unless another type of valve is specified by the Company. The customer or property owner shall own and be obligated to maintain these valves in working order at all times. All cost associated with the repair/replacement/ maintenance of these valves is the sole responsibility of the customer.
- (e) In instances where condominium units will be separately metered as provided in Paragraph 2.11 of this Tariff and it becomes necessary (1) to house the meter of one customer or the meters of several customers on one customer's property; or (2) to house the meters of several customers in a common area whether inside or outside of a building, the Company will require that provision for such a meter housing arrangement be contained in the declaration of the condominium association or deed conveying the unit to the customer on whose property the meters will be located. As well as indication of the associated premises to each meter.
- (f) The Company at its own expense may install a meter pit when performing maintenance on an existing curb stop. Future maintenance of meter pits installed by the Company is the responsibility of the customer or property owner
- (g) For meters 1 1/2" in size and larger, and when service cannot readily be interrupted for testing or replacing, the installation shall include piping of a type and arrangement approved by the Company to permit the removal or testing without interruption of water service.

10.3 Remote meter reading devices, which may include a meter interface unit (MIU), shall be installed in accordance with the following terms and conditions:

- (a) Remote meter reading devices will be installed by the Company at the customer's premises at the Company's expense.
- (b) The remote meter reading device and all parts and portions thereof shall be and remain the sole property of the Company shall be maintained by the Company insofar as ordinary wear and tear is concerned. The customer will be responsible for the cost of repair due to damage, other than ordinary wear and tear. The charge for such repair shall not exceed the cost of a new device plus installation costs.

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- (c) For all new construction, provisions shall be made by the owner to allow for the Company to install reading devices on the exterior of structures.
- 10.4 Those customers to whom access to the premises cannot be secured shall be provided the opportunity, upon request, to transmit meter reading information to the Company over the telephone or through the use of postage paid business reply card supplied by the Company in accordance with the regulations of the Board of Public Utilities N.J.A.C. 14:3-7.2(e)2.
- 10.5 Meters will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer is responsible to the Company for any injury or damage rising from his fault or neglect. The customer shall permit no one except an agent of the Company to remove, inspect or tamper with the meter or other property of the Company on his premises. All damages due to freezing, hot water, or other external causes shall be paid by the customer, and the Company will not be liable for any damage arising from conditions beyond its control. In which event the cost of repairing or replacing the meter shall be charged to the customer in accordance with Rate Schedule No. 12. The customer is responsible for removing air from the line after a meter change by the Company.
- 10.6 All meters are carefully tested before being placed in service and are inspected periodically while in service. The quantity of water recorded by the meter, as ascertained by periodic meter readings, shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering inaccurately in excess of actual use by more than one and one-half percent or has ceased to register. When the accuracy of a meter is questioned, the Company will test it upon request, preferably in the presence of the customer. No charge will be made for such test, provided that the customer has not made a request for a test within a period of twelve months prior to such request N.J.A.C. 14:3-4.5(a). If a test is requested at an interval of less than 12 months, a charge will be made for each such test as specified on Rate Schedule No. 12 unless the meter is found to be inaccurate to the disadvantage of the customer. If a customer has a complaint filed with the Board reflecting on the accuracy or performance of the meter, the utility shall not remove the customer's meter from service during the pendency of said complaint, or during the 30 days following the Board's decision on the complaint, unless otherwise authorized by the Board's staff. N.J.A.C. 14:3-4.8. A report giving the results of such tests shall be made to the customer. When a billing dispute is known to exist and a decision has been made to test the meter, in accordance with N.J.A.C. 14:3-4.5, the customer may have the meter tested by the Company or may have the Board of Public Utilities either conduct a test of the meter or witness a testing of the meter by the Company or have the test witnessed by a third party N.J.A.C. 14:3-4.5(c). If a meter, upon testing, is found to register within the prescribed limits of accuracy, the Company reserves the right to reset the same meter in the premises from which it was removed.

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- 10.7 As permitted by the regulations of the Board of Public Utilities, the Company may estimate meter readings where the meter has ceased to register or where access to the meter cannot be obtained.
- 10.8 If a meter is found to be registering fast in excess of more than 1-1/2%, an adjustment of charges will be made in accordance with the regulations of the Board of Public Utilities. N.J.A.C. 14:3-4.6
- 10.9 Bills are based on water passing through the meter. If a customer observes an unusual increase or decrease over the average quantity of water used which cannot be accounted for, the customer shall inform the Company immediately.
- 10.10 The Company will not charge for replacing a meter at the request of the customer, unless the meter has been in use for less than two years, in which case a charge may be made in accordance with Rate Schedule No. 12. No charge will be made for replacing a meter for testing purposes or for replacing a defective meter, unless the defect is due to the negligence of the customer. Only employees or persons authorized by the Company shall remove the meter under any circumstances. The customer is responsible for making all plumbing adjustments to accept the change.
- 10.11 Meter records of acquisition, testing and installation shall be stored and retained in accordance with the regulations of the Board of Public Utilities.
- 10.12 Connecting to or disconnecting the meter or in any way tampering or interfering with the meter without written permission from the Company is prohibited. Penalties provided by law for any such action will be rigidly enforced.
11. **BILLS**
- 11.1 All bills will be computed in accordance with the rates of the Company set forth in this Tariff, as the same may be amended or revised from time to time. Rates are subject to such changes as the Board of Public Utilities or any other state regulatory body having jurisdiction may require, authorize or allow. The Customer shall have at least 20 days to pay a valid bill for service from the postmark of the bill. N.J.A.C. 14:3-3A.3 (b). Payment may be made by mail, call the Company or in person at a designated agency of the territory served. Payment made also be made electronically or by credit card. Before discontinuing a customer's service for non-payment, a utility shall notify the customer that the bill has not been paid and that service will be discontinued N.J.A.C. 14:3-3A.3(a). The notice of discontinuance shall be postmarked no earlier than 20 days after the postmark of the outstanding bill, except for a customer with fire protection or multi-use service under N.J.A.C. 14:3-3A.4(j). In the absence of a postmark, the burden of proving the date of mailing shall be upon the utility.
- 11.2 Bills for general metered water and/or wastewater service will be rendered monthly.

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- 11.3 Bills will show meter readings at the beginning and end of the period, the reading dates, the quantity used, the date payment is due, the consumption charges, the facilities charges and information which reflects the estimated amount of money collected for the gross receipts and franchise tax for the billing period. Bills will also contain a statement that a schedule of rates is available upon request. Average or estimated bills will be distinctively marked N.J.A.C. 14:3-7.2.
- 11.4 Where a bill has been estimated due to the fact that the Company has been unable to gain access to the meter, it will be so noted on the bill. During the billing period when the next regular meter reading is obtained, an appropriate adjustment will be made for any difference between actual use and estimated use of water.
- 11.5 Except in a case where the meter has been found to be registering in excess of actual use by more than one and one-half percent or has ceased to register, the amount of the bill, based on the reading of the meter, is deemed conclusive and must be paid.
- 11.6 A customer having two or more meters on the same premises will be charged the appropriate facilities charge for each meter.
- 11.7 A customer's responsibility to pay for water and/or wastewater service begins upon commencement of service and continues until service is discontinued. 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. No allowance will be made in cases where the customer does not occupy the premises unless the Company is notified in writing in the manner stated above. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate. N.J.A.C. 14:3 – 3A.1(b).
- 11.8 The Company shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party, as well as to the customer N.J.A.C. 14:3-3A.4(b). However, this accommodation will in no way relieve the customer of record of the responsibility of paying such charges. The customer of record shall receive a copy of any notice of discontinuance for non-payment of bills, which is sent to an agent or a third party.
- 11.9 The Company may discontinue service to a customer for non-payment of bills in accordance with the regulations of the Board of Public Utilities N.J.A.C. 14:3-3A.3. Where water and/or wastewater service is discontinued for non-payment of bills, service will not be resumed until payment or satisfactory arrangements for payment have been made.

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- 11.10 Service may be restored if directed by the Board of Public Utilities when there is a dispute or if a medical emergency is known to exist.
- 11.11 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in accordance with Paragraph 3.1 (b) of this Tariff. 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.
- 11.12 Should the Company receive a negotiable instrument from the applicant for service or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge pursuant to Rate Schedule 12.
- 11.13 In cases of fraud or when the Company reasonably believes that the customer is preparing to vacate the premises serviced, an immediate payment for all services rendered will be required. In cases of bankruptcy where the Company is a listed creditor, the Company may require the customer or trustee in bankruptcy to furnish it with adequate assurances of payment in accordance with the Bankruptcy Code.
- 11.14 The Company will offer residential customers at least twice annually the option to pay their bill on a monthly budgeted basis via bill message or bill insert. The budget plan year will be a 12-month timeframe. 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. N.J.A.C. 14:3-7.5(f). The monthly budget amount will be reviewed against the actual usage charges at the midpoint of the plan year and adjusted up or down if necessary. The Company will notify the customer of any change in the budget-billing amount by bill message prior to the change. Any balance (credit or debit) remaining at the end of the budget plan year will be trued up and either a refund or bill will be sent to the customer. If the customer opts out of the budget billing, payment of the total charges incurred to date will be due immediately, or credit applied to the account. The plan bill shall contain the information required by N.J.A.C. 14:3-7.2. The plan bill shall show the monthly budget amount, budget balance and, when feasible, the budget billing to date and the actual cost of service rendered billing to date. A customer may go off a plan at any time, in which event the customer shall pay the amount owed for service rendered or, in the alternative, agree to a stipulated payment agreement according to N.J.A.C. 14:3-7.7.
12. DISCONTINUANCE OF SERVICE
- 12.1 The Company may, upon reasonable notice, when such notice can reasonably be given, suspend, curtail or discontinue service in accordance with the regulations of the Board of Public Utilities for the following reasons in accordance with N.J.A.C. 14:3-3A.1:

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- (a) For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system.
- (b) 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.
- (c) For any of the following acts or omissions on the part of the customer;
 - (1) Non-payment of any valid bill due for service furnished at any present or previous location in accordance with N.J.A.C. 14:3-3A.2. However, non-payment for business service shall not be a reason for discontinuance of a customer's residential service except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8.
 - (2) Connecting to or disconnecting the meter or in any way tampering or interfering with the meter or remote meter reading device, or tampering with any other facility of the Company without permission.
 - (3) Fraudulent representation in relation to the use of service.
 - (4) Moving from the premises, unless the Company is notified that service be continued.
 - (5) Providing water and/or wastewater service to others without the approval of the Company.
 - (6) Failure to make or increase an advance payment or deposit as provided in this Tariff.
 - (7) Refusal to contract for service where such contract is required.
 - (8) Connecting or operating any piping or other facility on the customer's premises in such manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective.
 - (9) Failure to remove any non-conforming temporary or permanent physical connection or interconnection to any unapproved source of supply. A non-conforming connection or interconnection is one which does not conform to Paragraph 7.6 of this Tariff.
 - (10) Maintenance of any water outlet improperly protected against backflow or back-siphonage.
 - (11) Willful waste of water through improper or imperfect pipes, fixtures or otherwise.

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- (12) Failure to maintain, in good order, connecting pipes, connections and fixtures owned by the customer, as required by this tariff or any law or regulation. Failure to install or maintain, in good order, backflow prevention devices, or approved physical connection installations as required under this Tariff or any law or regulation.
 - (13) Failure or neglect of the customer to connect to a service pipe which has been relocated by the Company at the request of the customer.
 - (14) Failure to properly construct and maintain meter housings.
 - (15) Failure to comply with the standard terms and conditions contained in this Tariff or because of violation of any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.
 - (16) Where the condition of the customer's installation presents a hazard to life or property.
 - (17) When the customer discharges into the wastewater system, the following, but not limited to: roof runoff, swimming pool water, sub-surface drainage, foundation or basement sump drainage, uncontaminated cooling water or unpolluted industrial process water.
- (d) For refusal to allow reasonable access to the customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance or removal of the Company's property. The Company shall provide reasonable notice to the customer, to the extent reasonably possible. N.J.A.C. 14:3 – 3A.1(a)5i; and N.J.A.C. 14:3 – 3A.1(d).
- This includes refusal to allow reasonable access to the customer's premises for necessary purposes of inspection and testing a backflow prevention device as required by the New Jersey Department of Environmental Protection. N.J.A.C. 7:10-10.6. This would include any additional requirements of NJDEP for testing of customer owned devices.
- (e) Discontinuance of residential service for nonpayment is prohibited for up to 60 days if a medical emergency exists within the residential premises which would be aggravated by a discontinuance of service N.J.A.C. 14:3-3A.2(i). The Board may extend the 60 day period for good cause. The customer shall request such an extension from the Board Staff in writing N.J.A.C. 14:3-3A.2(j). The request shall be accompanied by an updated physician's note that meets the requirements specified in N.J.A.C. 14:3-3A.2(i)

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- (f) When the Company estimates an account for four consecutive billing periods (where billings are monthly) or two consecutive billing periods (where billings are quarterly), the Company will 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 the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted including, but not limited to, offering to schedule meter readings for evenings and on weekends, 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 Company may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for non-payment N.J.A.C. 14:3-7.2(e) 3.
- (g) Where a private or public fire protection customer or municipality responds to a Company request for information about fire protection insurance and where there is a misrepresentation with regard to the information supplied pursuant to Section 8.1 (f) and (g) and 9.1 (d) and (e) of this Tariff, the customer will be given notice of discontinuance. Such notice will allow the customer sufficient time for the opportunity to supply the information, or correct the discrepancy, prior to discontinuance of fire protection service. N.J.A.C. 14:3 – 3A.1(d).
- 12.2 Where the landlord-tenant relationship exists at residential premises being served, the Company, for the reasons set forth in Paragraph 12.1 of this Tariff, may discontinue service in accordance with the regulations of the Board of Public Utilities applicable to discontinuance of residential service to tenants N.J.A.C. 14:3-3A.6.
- 12.3 Water and/or Wastewater Service shall be restored within 12 hours upon proper application when the conditions under which such service was discontinued are corrected and payment of all charges due is received at the Company or at an authorized payment center and the Company has received notice of the payment. N.J.A.C. 14:3-3A.9. Conditions of service may include a reasonable deferred payment plan and restoration shall not be contingent upon any unbilled service or charges.
- 12.4 When premises will be temporarily unoccupied, the customer shall notify the Company and the water will be turned off and all charges will cease from that date. When the property is again occupied the customer shall notify the Company in writing and the water will be turned on. No refund or allowance will be made for unoccupied property when notice, both at time of vacancy and at time of occupancy, has not been given as above provided.

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- 12.5 In cases of vacancy of a customer's property, the customer must notify the Company of such vacancy, and upon his failure so to do he will become responsible for any damage to the property of the company, arising from freezing, water damage, injury to meter, or any other failure.
- 12.6 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 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 and that a reconnection charge of \$500, or the actual cost incurred by the Company to excavate and physically disconnect and reconnect the service, whichever is more, will be made. See Rate Schedule 12.
- 12.7 A customer wishing to discontinue service must give notice to that effect. Within 48 hours of said notice, the Company shall discontinue service or obtain a meter reading for the purpose of calculating a final bill. N.J.A.C. 14:3-3A.1(b). 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.
- 12.8 The Company shall not discontinue residential service 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, Sundays or on the day before a holiday or on a holiday, absent such emergency.
13. LAWN SPRINKLER AND IRRIGATION SYSTEMS
- 13.1 All permanent lawn sprinkler or irrigation systems shall be equipped with an approved vacuum breaker and a satisfactory check valve, or an acceptable backflow prevention device, if required under law or regulation or by the Company to protect the public water supply from contamination.
- 13.2 In addition to the restrictions on water service, the Company may impose pursuant to Paragraph 14.3 of this Tariff, the Company may prohibit lawn sprinkling and irrigation entirely if it deems that such prohibition is necessary to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey during times of drought or at any other time. The Company will make every endeavor to notify customers in advance of such water use prohibitions.
- 13.3 The Company shall have the right to discontinue service upon the failure of the customer to comply with these provisions.

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14. GENERAL RULES

- 14.1 The Company reserves the right to install services and meters based on the normal requirements for service. The Company does not undertake to provide service for unduly high rates of water demand prevailing only for short periods of time and reserves the right to refuse to install over size services or meters to serve such high demands.
- 14.2 The Company does not undertake to render any special service or maintain any fixed pressure. The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities, but in case service is interrupted, irregular, defective or fails because of breakdown or emergency, or from causes beyond the control of the Company, the Company will not be liable for damage or inconvenience resulting therefrom. In the event of an accident or for other reasons, the Company may shut off the water in its mains and pipes and may restrict the use of water whenever the public welfare may require it. All customers requiring an uninterrupted supply or a uniform pressure of water for steam boilers, hot water or other apparatus, or for any other purpose, shall provide their own means of obtaining such service.
- 14.3 The Company may restrict water service during certain periods if it deems that such restriction is necessary to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or Department of Environmental Protection pursuant to the Water Supply Management Act.
- 14.4 As necessity may arise in case of a break, emergency, or other unavoidable causes, the Company shall have the right to temporarily cut off the water supply in order to make the necessary repairs, connections, etc., but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In no case will the Company be liable for any damage or inconvenience suffered by the customer, nor in any case for any claim against it for interruption of service, including incurred cost for fire watches, lessening of supply, inadequate pressures, poor quality of water, or any other service, lessening of supply, inadequate pressure, poor quality of water, or any other cause beyond its control. The Company may restrict or regulate the quantity of water used by customers in case of scarcity, or whenever the public welfare may require it. The Company does not undertake to render any special service or maintain any fixed pressure. All customers requiring an uninterrupted supply or a uniform pressure of water for steam boilers, hot water or other apparatus, or for any other purpose, shall provide their own means of obtaining such service.
- 14.5 When the supply of water is to be shut off temporarily or curtailed, a notice stating the purpose and probable duration of the shutoff or curtailment will, whenever practicable, be given to all affected customers. Planned interruptions for operating

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STANDARD TERMS AND CONDITIONS

reasons shall be preceded by reasonable notice to all affected customers, and the work shall be planned so as to minimize customer inconvenience.

- 14.6 The Company does not undertake to supply any uniform quality of water for special purposes, such as manufacturing or processing plants, laboratories, swimming pools bleaching or dyeing plants or laundries. Customers requiring water of special quality, or water at all times free from discoloration or turbidity, shall provide their own means of filtering the water or such other protection as may be deemed necessary for the purposes required.
- 14.7 Neither by inspection nor non-rejection, nor in any other way does the Company give any guarantee or assume any responsibility, express 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.
- 14.8 Except as to the liability, if any, imposed by law, the Company will not assume responsibility for any injury, casualty, or damage resulting from the supply, or use of water and/or wastewater service, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.
- 14.9 Unless authorized by the Company, no person is permitted to turn the water on or off at any street valve, corporation stop and curb stop, or other street connection, or tamper with, disconnect or remove, any meter or other device, including hydrants, without the consent of the Company.
- A charge for repairing or replacing damage to a curb stop, meter or hydrant caused from misuse by the customer and/or a charge for clearing an obstruction to a curb stop shall be made in accordance with the actual costs incurred by the Company for the work and equipment involved.
- 14.10 No agent, representative or employee of the Company has authority to modify any provision contained in this Tariff or to bind the Company by any promise or representation contrary thereto.
- 14.11 Resale by a customer, except by a duly authorized water utility, of water service supplied by the Company is prohibited.
- 14.12 This Tariff is made a part of all agreements for the supply of water and/or wastewater service unless specifically modified in a particular Rate Schedule.
- 14.13 The Company reserves the right to terminate, change, revise or supplement this Tariff, to the extent permitted by law, or permitted by the applicable regulations of the Board of Public Utilities or other state regulatory body having jurisdiction.

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- 14.14 The failure of the Company to insist in any one or more instances upon strict compliance with any provision of this Tariff shall not be construed as a waiver or relinquishment of right of the Company thereafter to require compliance with such provision of this Tariff.
- 14.15 Where these terms and conditions are in conflict with any regulations promulgated by the Board of Public Utilities, the regulations of the Board shall prevail.
15. EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY
- 15.1 Discontinuance of service for failure to comply with use restrictions.
- For compliance by the utility in good faith with any governmental order or directive, notwithstanding that such order or directive subsequently may be held to be invalid, the Company may, upon reasonable notice, as set forth in Sections 15.3 and 15.5 herein, suspend, curtail, or discontinue service pursuant to N.J.S.A. 48:2-24 and N.J.A.C. 14:3-3A.1 for any of the following acts or omissions on the part of the customer.
- (a) Connecting or operating any piping or other facility, including, but not limited to, lawn sprinkling on the customer's premises in such a manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective; or
 - (b) Continuing waste of water by customers after notice from the utility through improper or imperfect pipes, fixtures, or failure to comply with restrictions; or
 - (c) Failure to comply with the standard terms and conditions contained in this Tariff or failure to comply with any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.
- 15.2 Water service shall be restored when the conditions under which such service was discontinued, as specified above, are corrected and upon the payment of the SPECIAL RESTORATION OF SERVICE CHARGE of \$100.00 for each restoration.
- 15.3 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, 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 damage or inconvenience resulting therefrom. In the event of an extraordinary demand and/or diminished supply, 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

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restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other Sections of this tariff.

- 15.4 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 pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection 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.
- 15.5 When the supply of water to individual customers is to be shut off or curtailed for failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise its customers 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 including reverse 911. 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.

SPECIAL REQUIREMENTS RELATING TO SEWER SERVICE

- 16.1 Separate and independent service lines shall be installed for each customer when practicable. If separate service lines cannot be provided, provisions to isolate and turn off service to individual customers for non-payment, without impact to other customers, shall be provided by the applicant.
- 16.2 Upon making service connections, the tapping of the collection main and clean outs, the service line from main to curb shall be furnished by the Company or its agent at its expense.
- 16.3 No customer shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, swimming pool water, sub-surface drainage, foundation or basement sump drainage, uncontaminated cooling water or unpolluted industrial process water.
- 16.4 No customer shall discharge or cause to be discharged the following described substances, materials, waters, or wastes without the prior written approval of the Company. Such wastes can harm 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 private property or create a nuisance. In forming the opinions as to whether or not to permit the discharge, the

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Company will consider the effect upon receiving sewers, as well as the conditions placed upon the Company by any local, state or federal regulations.

- 16.5 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.
- 16.6 In the event pretreatment or flow equalization is required, the 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.
- 16.7 The wastes requiring written approval are:
- (a) Any liquid or vapor having a temperature in excess of 150° F.
 - (b) Any waters or waste waters containing phenols.
 - (c) Any waters or wastes having a pH in excess of 9.5.
 - (d) 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.
 - (e) Any water or waste water containing excessive discoloration.
 - (f) 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.
 - (g) Unusual volume of flow or concentrations of wastes constituting "slugs" as hereinbefore defined.
 - (h) Water or wastes containing substances not amenable to biological treatment processes.
- 16.8 No customers shall discharge or cause to be discharged any of the following described waters or wastes to the sewers:
- (a) 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 of which, in any way, may be injurious to personnel or the sewer system.

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- (b) 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.
 - (c) 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.
 - (d) 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,
 - (e) Any radioactive material.
 - (f) 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.
 - (g) Any garbage not properly shredded.
 - (h) Any solids of such size or characteristic capable of causing obstruction to the flow in sewers such as, but not limited to: disposable diapers, ashes, cinders, sand, mud, straw, metal shavings, glass, rags, feathers, tar, plastic, wood, paunch manure, hair fleshing's, offal, entrails, etc
 - (i) Any waters or wastes to the sewers, the discharge or emission of which shall violate any law or regulation of any local, state or federal agencies or authorities.
 - (j) Materials listed in 40 CFR §261.24 and in excess of the concentrations indicated;
 - (k) Hazardous wastes as defined in 40 CFR §261.30;
 - (l) Listed hazardous wastes from non-specific sources as defined in 40 CFR§261.31;
 - (m) Hazardous wastes from specific sources as defined in 40 CFR §261.32.
 - (n) "Hazardous wastes as defined in 40 C.F.R. § 261.3, including, but not limited to, materials listed in 40 C.F.R. § 261.24, and hazardous wastes identified in 40 C.F.R. §§ 261.30, 261.31, and 261.232."
- 16.9 Any customer discharging industrial wastes shall provide and maintain a control manhole suitable to facilitate observation, sampling and measurement of the wastes. The Company (and any local, state and federal government agencies having jurisdiction) shall have the right to inspect, sample, measure and analyze wastewater, as they deem necessary.

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RATE SCHEDULE NO. 1
 SERVICE AREA NO. 1 and 2
 (Formerly VEOLIA Water New Jersey Inc. and VEOLIA Water Toms River, Inc.)

GENERAL METERED SERVICE

APPLICABILITY:

Applicable for the use of water supplied through meters in the entire territory served by the Company.

CHARACTER OF SERVICE:

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

RATE:

Consumption Charge:

		<u>** Exempt Rate</u>
Service Area No. 1	\$ 5.6062 per hundred cubic feet *	\$ 4.8324 per hundred cubic feet
	\$ 7.4949 per thousand gallons	\$ 6.4604 per thousand gallons
Service Area No. 2	\$ 5.6062 per hundred cubic feet *	\$ 4.8324 per hundred cubic feet
	\$ 7.4949 per thousand gallons	\$ 6.4604 pr thousand gallons

Pursuant to N.J.S.A. 58:12A-17, the above rate is inclusive of the State Water Tax of 1-cent per thousand gallons.

SPECIAL PROVISION: Consumption charges for municipal water systems which purchase water under this Rate Schedule shall be reduced by \$0.00748 per hundred cubic feet.

* One hundred cubic feet equals 748 gallons

Facilities Charge:

<u>Size of Meter</u>	<u>Per Month</u>	<u>Per Day</u>	<u>**Exempt Rate</u>	
			<u>Per Month</u>	<u>Per Day</u>
5/8 Inch	\$ 21.00	\$ 0.6904	\$ 18.10	\$ 0.5951
¾ Inch	\$ 31.50	\$ 1.0356	\$ 27.15	\$ 0.8926
1 Inch	\$ 52.50	\$ 1.7260	\$ 45.25	\$ 1.4877
1-1/2 Inch	\$ 105.00	\$ 3.4521	\$ 90.51	\$ 2.9757
2 Inch	\$ 168.00	\$ 5.5233	\$ 144.81	\$ 4.7609
3 Inch	\$ 315.00	\$ 10.3562	\$ 271.52	\$ 8.9267
4 Inch	\$ 525.00	\$ 17.2603	\$ 452.54	\$ 14.8780
6 Inch	\$ 1,050.00	\$ 34.5205	\$ 905.08	\$ 29.7561
8 Inch	\$ 1,680.00	\$ 55.2329	\$ 1,448.13	\$ 47.6098
10 Inch	\$ 2,415.00	\$ 79.3973	\$ 2,081.68	\$ 68.4388
12 Inch	\$ 3,465.00	\$ 113.9178	\$ 2,986.76	\$ 98.1948

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RATE SCHEDULE NO. 1A
SERVICE AREA NO. 1
(Customers of the former East Brookwood Estates and former Viking Village)

GENERAL METERED SERVICE

APPLICABILITY:

Applicable for the use of water supplied to the customers of the former **East Brookwood Estates**

CHARACTER OF SERVICE:

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

RATE:

<u>Fixed Service Charge</u>	<u>Per Month</u>	<u>Per Day</u>
	\$56.62	\$1.8615

At such time as meters are installed, this Rate schedule will expire and these customers will be billed under Rate Schedule No. 1.

APPLICABILITY:

Applicable for the use of water supplied to the customers of the former **Viking Village**

CHARACTER OF SERVICE:

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

RATE:

<u>Size of Meter</u>	<u>Per Month</u>	<u>Daily Rate</u>
5/8"	\$21.00	\$0.6904
3/4"	31.50	1.0356
Consumption Charges		
CCF	\$5.6062	
MGL	7.4949	
Fixed Service Charges		
Per Bathroom	\$24.33	\$0.7999

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RATE SCHEDULE NO. 1B
SERVICE AREA NO. 1
(Customers of the former Village of Lake Glenwood)

GENERAL METERED SERVICE

APPLICABILITY:

Applicable for the use of water supplied to the customers of the former **Village of Lake Glenwood**.

CHARACTER OF SERVICE:

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

RATE:

<u>Fixed Service Charge</u>	<u>Per Month</u>	<u>Per Day</u>
	\$27.54	\$0.9054

Note: Per the agreement of sale, the water bill is to be paid by the Village of Lake Glenwood ("Seller").

At such time as meters are installed, this Rate schedule will expire and these customers will be billed under Rate Schedule No. 1.

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RATE SCHEDULE NO. 1C
SERVICE AREA NO. 1
(Customers of the former Township of Independence MUA)

GENERAL METERED SERVICE

APPLICABILITY:

Applicable for the use of water supplied to the customers of the former **Township of Independence MUA**.

CHARACTER OF SERVICE:

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

RATE:

<u>Fixed Service Charge</u>	<u>Per Month</u>	
5/8'	\$21.00	\$0.6904
3/4"	31.50	1.0356
1"	52.50	1.7260
1 1/2"	105.00	3.4521
2"	168.00	5.5233
<u>Consumption Charge</u>		

CCF \$3.9601

MGL 5.2943

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RATE SCHEDULE NO. 1D
SERVICE AREA NO. 1
(Customers of the former West Milford MUA)
GENERAL METERED SERVICE

APPLICABILITY:

Applicable for the use of water supplied to the customers of the former **West Milford MUA**.

CHARACTER OF SERVICE:

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

RATE:

<u>Fixed Service Charge</u>	<u>Per Month</u>	<u>Per Day</u>
5/8"	\$21.00	\$0.6904
3/4"	31.50	1.0356
1"	52.50	1.7260
1 1/2"	105.00	3.4521

Consumption Charge

CCF	\$5.6062
MGL	7.4949

<u>Commercial</u>	<u>Per Month</u>	<u>Per Day</u>
5/8'	\$21.00	\$0.6904
3/4"	31.50	1.0356
1"	52.50	1.7260
1 1/2"	105.00	3.4521
2"	168.00	5.5233

Consumption Charge

CCF	\$5.6062
MGL	7.4949

SEASONALRATE:

Fixed Service Charge	<u>Annual</u> \$493.72
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The annual fee is billed for the entire six month period even if customer is only at property for a portion of the period. The amount will be billed in two installments.

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RATE SCHEDULE NO. 1E
 (Customers of the former Borough of Allendale)

GENERAL METERED SERVICE

APPLICABILITY:

Applicable for the use of water supplied to the customers of the former Borough of Allendale.

CHARACTER OF SERVICE:

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

RATE:

Residential and Commercial

Consumption per 1,000 gallons

	<u>Quarterly</u>		<u>Monthly</u>		<u>Daily</u>
Facility Charge	\$28.06	Facility Charge	\$9.35	Facility Charge	\$0.30740
0 - 9 minimum	64.99	0 - 3 minimum	21.66	Minimum	0.71211
9 - 15	7.24	3 - 5	7.24		
15 - 50	8.51	5 - 16.67	8.51		
50 - 70	13.59	16.67 - 23.33	13.59		
70 - 100	14.47	23.33 – 33.33	14.47		
Greater than 100	15.31	Greater than 33.33	15.31		

Senior Residential

	<u>Quarterly</u>		<u>Monthly</u>		<u>Daily</u>
Facility Charge	\$28.06	Facility Charge	\$9.35	Facility Charge	\$0.30740
0 - 9 minimum	16.56	0 - 3 minimum	5.52	0-9 minimum	0.18148
9 - 15	5.52	3 - 5	5.52		
15 - 50	6.50	5 - 16.67	6.50		
50 - 70	10.39	16.67 - 23.33	10.39		
70 - 100	11.06	23.33 – 33.33	11.06		
Greater than 100	11.70	Greater than 33.33	11.70		

Council on Affordable Housing (COAH) and Special Senior*

	<u>Quarterly</u>		<u>Monthly</u>		<u>Daily</u>
Facility Charge	\$28.06	Facility Charge	\$9.35	Facility Charge	\$0.30740
Flat Fee per unit	\$49.67	Flat Fee per unit	\$16.56	Flat Fee per unit	\$0.54444

*The Senior, Special Senior and COAH rates only apply to customers already being charged those rates as of 11/30/2022. New customers after 11/30/2022 will be charged the Residential Rate.

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RATE SCHEDULE NO. 1 – 1D (Continued)
SERVICE AREA NO. 1 and 2
(Formerly VEOLIA Water New Jersey Inc., VEOLIA Water Toms River, Inc., East Brookwood Estates, Village of Lake Glenwood, Township of Independence MUA, West Milford MUA, and Borough of Allendale)

GENERAL METERED SERVICE

The amount of a customer's bill for a billing period will be the total of the Consumption Charge, the Facilities Charge and applicable DSIC Charge on Rate Schedule 4.

MINIMUM CHARGE:

Applicable Facilities Charge and DSIC Charge on Rate Schedule 4.

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for metered water services are rendered monthly.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 37 and 38. For lawn sprinklers and irrigation systems, see Paragraph 13.1 and 13.2, Sheet Nos. 43.

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

EXEMPTIONS

**Sales under this rate schedule to a public utility subject to a payment of Gross Receipts and Franchise Taxes shall be exempt the applicable Gross Receipt and Franchise Taxes.

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RATE SCHEDULE NO. 2
SERVICE AREA NO. 1 (Formerly VEOLIA Water New Jersey Inc.)

HOMEOWNER'S ASSOCIATION WATER SERVICE

APPLICABILITY:

Applicable to the use of water supplied to the common areas served by the Company.

RATE:

A. UNMETERED

Flat Rate Charge: **\$2.05** per month per residential unit **\$0.0674** daily rate

Pursuant to N.J.S.A. 48:12A-17, the above rate is inclusive of the State Water Tax of 1-cent per thousand gallons.

B. METERED

The rates shall be the same as set forth in Rate Schedule No. 1, General Metered Service

C. FIRE PROTECTION CHARGE

Flat Rate Charge: **\$2.46** per month per residential unit **\$0.0809** daily rate

The amount of a customer's bill for a billing period will be the total of the Flat Rate Un-metered Charge or Metered Charge and the Fire Protection Charge.

MINIMUM CHARGE:

Applicable Facilities Charge and Fire Protection Charge.

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for metered water services are rendered monthly.

SPECIAL PROVISIONS:

The Homeowner's Association will be liable for all charges for water service to the common elements.

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RATE SCHEDULE NO. 3
SERVICE AREA NO. 1 (Formerly VEOLIA Water New Jersey Inc.)

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABILITY:

Applicable to municipal water systems and water utilities (as defined in N.J.S.A. 48:2-13 in the entire territory purchasing water under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

	<u>Non-Exempt</u>	<u>Exempt*</u>
<u>Resale</u>		
CCF	\$3.1926	\$2.7520
MGL	4.2682	3.6791

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 28 and 37 Section 1

TERMS OF PAYMENT:

Bills for all metered service will be rendered monthly in arrears, at the rates shown above. Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b).

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

*Sales under this rate schedule to a public utility subject to a payment of Gross Receipts and Franchise Taxes shall be exempt the applicable Gross Receipt and Franchise Taxes.

The amount of a customer's bill for a billing period will be the total of the Consumption Charge.

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 3
SERVICE AREA NO. 2 (Formerly VEOLIA Water Toms River)

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABILITY:

Applicable to municipal water systems and water utilities (as defined in N.J.S.A. 48:2-13) in the entire territory purchasing water under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

	<u>Non-Exempt</u>	<u>Exempt*</u>
<u>Resale</u>		
CCF	\$3.1926	\$2.7520
MGL	4.2682	3.6791

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge per Rate Schedule No. 1 and any applicable DSIC charge on Rate Schedule No. 4.

MINIMUM CHARGE:

Applicable Facilities Charge and DSIC charge on Rate Schedule No. 4.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 28 and 37 Section 1.

TERMS OF PAYMENT:

Bills for all metered service will be rendered monthly in arrears, at the rates shown above. Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b).

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

*Sales under this rate schedule to a public utility subject to a payment of Gross Receipts and Franchise Taxes shall be exempt the applicable Gross Receipt and Franchise Taxes.

The amount of a customer's bill for a billing period will be the total of the Consumption Charge, the Facilities Charge and any applicable DSIC charge on Rate Schedule No. 4.

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 3
SERVICE AREA NO. 2 (Formerly VEOLIA Water Matchaponix, Inc.).

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABILITY:

Applicable to the sales of water for resale to all water purveyors purchasing bulk water in Service Area No. 2 pursuant to contract with the Company.

CHARACTER OF SERVICE:

Each individual contract between the Company and the water purveyor delineates the character of service on an individual basis.

RATE:

	<u>Non-Exempt</u>	<u>*Exempt</u>
CCF	\$2.9263	\$2.5732
MGL	3.9122	3.4401

TAKE OR PAY RATE

	<u>Non-Exempt</u>	<u>*Exempt</u>
CCF	\$2.6695	\$2.3474
MGL	3.5689	3.1382

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for metered water services are rendered monthly.

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RATE SCHEDULE NO. 4
SERVICE AREA NO. 1 (Formerly VEOLIA Water New Jersey Inc.)
SERVICE AREA NO. 2 (Formerly VEOLIA Water Toms River)

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the facilities charge provided for in this Tariff in Rate Schedule No.1 General Metered, the following charges will apply to all metered customers throughout the service territory of the Company in a Bills Rendered Basis.

RS No.1 General Metered

<u>Size of Meter</u>	<u>Non-Exempt Per Month</u>	<u>Non-Exempt Per Day</u>	<u>Exempt Per Month</u>	<u>Exempt Per Day</u>
5/8 Inch	\$0.00	\$0.00	\$0.00	\$0.00
3/4 Inch	0.00	0.00	0.00	0.00
1 Inch	0.00	0.00	0.00	0.00
1-1/2 Inch	0.00	0.00	0.00	0.00
2 Inch	0.00	0.00	0.00	0.00
3 Inch	0.00	0.00	0.00	0.00
4 Inch	0.00	0.00	0.00	0.00
6 Inch	0.00	0.00	0.00	0.00
8 Inch	0.00	0.00	0.00	0.00
10 inch	0.00	0.00	0.00	0.00
12 Inch	0.00	0.00	0.00	0.00

EXEMPTIONS:

*Sales to a public utility subject to a payment of Gross Receipts and Franchise Taxes shall be exempt from the applicable Gross Receipts and Franchise Taxes.

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 5
 SERVICE AREA NO. 1 (Formerly VEOLIA Water New Jersey Inc.)

PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to customers throughout entire territory for private fire protection service, as defined in the Standard Terms and Conditions, Section 8.

CHARACTER OF SERVICE:

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

RATE:

Private Fire Protection Service through service connections with or without hose or hydrants connected to them.

<u>Size of Service</u>	<u>Per Month</u>	<u>Daily Rate</u>	<u>**Exempt Rate</u>	
			<u>Per Month</u>	<u>Daily Rate</u>
*1 Inch	\$19.41	\$0.6381	\$16.73	\$0.5500
*1-1/2 Inch	19.41	0.6381	16.73	0.5500
*2 Inch	34.68	1.1402	29.89	0.9827
3 Inch	78.41	2.5779	67.59	2.2221
4 Inch	138.74	4.5613	119.59	3.9317
6 Inch	312.27	10.2664	269.17	8.8494
8 Inch	555.12	18.2505	478.50	15.7315
10 Inch	867.39	28.5169	747.67	24.5809
12 Inch	1,542.24	50.7038	1,329.38	43.7056

Private Fire Protection through hydrants owned by the Company or customer and connected to Company owned mains located in private rights-of-way.

	<u>Rate Per Hydrant</u>		<u>**Exempt Rate</u>	
	<u>Per Month</u>	<u>Daily Rate</u>	<u>Per Month</u>	<u>Daily Rate</u>
Hydrant	\$60.90	\$2.0022	\$52.49	\$1.7257

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RATE SCHEDULE NO. 5
SERVICE AREA NO. 1 (Formerly SUEZ Water New Jersey Inc.)
(Former Borough of Allendale)

PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to customers in the Borough of Allendale for private fire protection service, as defined in the Standard Terms and Conditions, Section 8.

CHARACTER OF SERVICE:

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

RATE:

Private Fire Protection Service through service connections with or without hose or hydrants connected to them.

Size	Per Year	Per Month	Daily Rate	Exempt Rate		
				Per Year	Per Month	Daily Rate
2"	\$84.19	\$7.02	\$0.2307	\$72.60	\$6.05	\$0.1989
3"	168.38	14.03	0.4613	145.08	12.09	0.3975
4"	280.58	23.38	0.7687	241.80	20.15	0.6625
6"	392.92	32.74	1.0765	338.64	28.22	0.9278
8"	561.29	46.77	1.5378	483.84	40.32	1.3256
10"	841.88	70.16	2.3065	725.64	60.47	1.9881

Exemption: All buildings owned or occupied by the Borough of Allendale are exempt from these surcharges. Special needs housing, including, Orchard Common and Crescent Common, are also exempt from these surcharges.

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RATE SCHEDULE NO. 5
 SERVICE AREA NO. 2 (Formerly VEOLIA Water Toms River)

PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to municipalities throughout entire territory for public fire protection excluding the Borough of Allendale..

CHARACTER OF SERVICE:

Continuous except as limited by "Standard Terms and Conditions":

RATE:

Private Fire Protection Service through service connections with or without hose or hydrants connected to them.

Size of Service	<u>Per Month</u>	<u>Daily Rate</u>	<u>** Exempt Rate</u>	
			<u>Per Month</u>	<u>Daily Rate</u>
*1 Inch	\$19.41	\$0.6381	\$16.73	\$0.5500
* 1 1/2 Inch	19.41	0.6381	16.73	0.5500
* 2 Inch	34.68	1.1402	29.89	0.9827
3 Inch	78.41	2.5779	67.59	2.2221
4 Inch	138.74	4.5613	119.59	3.9317
6 Inch	312.27	10.2664	269.17	8.8494
8 Inch	555.12	18.2505	478.50	15.7315
10 inch	867.39	28.5169	747.67	24.5809
12 inch	1,542.24	50.7038	1,329.38	43.7056

Private Fire Protection through hydrants owned by the Company or customer and connected to Company owned mains located in public right-of-ways.

	<u>Per Month</u>	<u>Daily Rate</u>	<u>** Exempt Rate</u>	
			<u>Per Month</u>	<u>Daily Rate</u>
For each Hydrant owned and maintained by the Company	\$28.09	\$0.9235	\$24.21	\$0.7959

For the service area formally known as S.B. Water Company:

For each Hydrant owned and maintained by the Company	28.09	0.9235	24.21	0.7959
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Private fire protection shall not be charged where the private fire service is rendered after a master meter on a multi-use service. A master meter on a multi-use service will be billed pursuant to Rate Schedule No. 1

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RATE SCHEDULE NO. 5 (Continued)
SERVICE AREA NO. 1 and 2
(Formerly VEOLIA Water New Jersey Inc. and VEOLIA Water Toms River, Inc.)

PRIVATE FIRE PROTECTION SERVICE

CONSUMPTION CHARGE:

Pursuant to Paragraph 8.2 (a), of the "Standard Terms and Conditions," water used for purposes other than fire fighting or permitted testing shall be charged to the customer in accordance with the consumption charges shown on Rate Schedule No. 1.

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills are rendered monthly.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet No 37..

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Paragraphs 8.1 through 8.8 inclusive, Sheet Nos. 27 - 30.

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period which service was provided.

EXEMPTIONS:

See "Standard Terms and Conditions," Paragraph 8.3, Sheet No. 29.

* Pursuant to R.S. 48:19-18, the above monthly meter/service charge is waived for residential customers 2" and less.

** Sales under this rate schedule to a public utility subject to a payment of Gross Receipts and Franchise Taxes shall be exempt the applicable Gross Receipt and Franchise Taxes.

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 6
SERVICE AREA NO. 1 (Formerly VEOLIA Water New Jersey Inc.)

PUBLIC FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to municipalities throughout entire territory for public fire protection excluding the Borough of Allendale.

CHARACTER OF SERVICE:

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

RATE:

A: For Territories within Bergen and Hudson Counties:

Inch Foot Charge

Monthly charge of **\$0.0048876** per inch foot of distribution and transmission mains serving the municipality.

Hydrant Charge

\$18.25 monthly for each hydrant **\$0.6000** daily rate for each hydrant

The amount of the bill will be the total of the Inch Foot Charge and the Hydrant Charge.

B: For the territory formerly known as VEOLIA Water Lambertville as well as public fire service in Morris, Passaic and Sussex Counties:

\$45.93 monthly for each hydrant **\$1.5100** daily rate for each hydrant

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b).
Bills are rendered monthly.

TERM:

Continuous until water service within municipality is permanently discontinued.

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RATE SCHEDULE NO. 6 (Continued)
SERVICE AREA NO. 1 (Formerly VEOLIA Water New Jersey Inc.)

PUBLIC FIRE PROTECTION SERVICE

SPECIAL PROVISIONS:

Whenever service to a customer is established and discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

The number of "inch feet" is computed by multiplying the linear feet by the internal diameter in inches of distribution and transmission mains serving a municipality (for example: 100 feet of 6 inch mains is equivalent to 600 inch feet.)

Inch Foot transmission system charges are allocated based upon the population of the town served by the transmission main.

See also "Standard Terms and Conditions," Paragraphs 9.1 through 9.5, inclusive, Sheet No.'s 31 and 32.

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RATE SCHEDULE NO. 6
SERVICE AREA NO. 2 (Formerly VEOLIA Water Toms River)

PUBLIC FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to Public Fire Hydrants in the entire territory served

CHARACTER OF SERVICE:

Continuous except as limited by "Standard Terms and Conditions":

RATE:

	<u>Per Month</u>	<u>Per Day</u>
For each Hydrant owned and maintained by the Company	\$20.44	\$0.6720
For the service area formally known as S.B. Water Company:		
For each Hydrant owned and maintained by the Company	20.44	0.6720

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Public Fire Hydrant service will be billed monthly in arrears, at the rates shown above.

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3 (b).

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

TERM:

Continuous until water service within municipality is permanently discontinued.

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 7
SERVICE AREA NO. 2 (Formerly VEOLIA Water Toms River)

RESIDENTIAL SEWERAGE SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by residential customers and Homeowner's Association throughout the entire territory served by the Company.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration **\$4.2418**

Facilities Charge:

<u>Size of Meter</u>	<u>Monthly</u>	<u>Daily</u>
5/8"	\$63.31	\$2.0814
3/4"	94.97	3.1221
1"	158.28	5.2036
1-1/2"	316.55	10.4072
2"	506.48	16.6515
3"	949.65	31.2215
4"	1,582.76	52.0358
6"	3,165.51	104.0716
8"	5,064.82	166.5146

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge.

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for sewer services are rendered monthly.

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RATE SCHEDULE NO. 7
SERVICE AREA NO. 3 and 5
(Formerly VEOLIA Water Arlington Hills Inc. and VEOLIA Water West Milford Inc.)

RESIDENTIAL SEWERAGE SERVICE
HOMEOWNER'S ASSOCIATION SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by residential customers and Homeowner's Association throughout the entire territory served by the Company.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration **\$22.1358**

Facilities Charge:

<u>Size of Meter</u>	<u>Monthly</u>	<u>Daily</u>
5/8"	\$63.31	\$2.0814
3/4"	94.97	3.1221
1"	158.28	5.2036
1-1/2"	316.55	10.4072
2"	506.48	16.6515
3"	949.65	31.2215
4"	1,582.76	52.0358
6"	3,165.51	104.0716
8"	5,064.82	166.5146

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge.

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for sewer services are rendered monthly.

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RATE SCHEDULE NO. 7A
SERVICE AREA NO 5
(Wastewater of the former West Milford MUA.)

RESIDENTIAL AND COMMERCIAL SEWERAGE SERVICE

APPLICABILITY:

Applicable to the collection of wastewater for customers of the former **West Milford MUA.**

RATE:

<u>Facility Charge Size of Meter</u>	<u>Per Month</u>	<u>Daily</u>
5/8"	\$63.31	\$2.0814
3/4"	94.97	3.1221
1"	158.28	5.2036
1-1/2"	316.55	10.4072
2"	506.48	16.6515
3"	949.65	31.2215
4"	1,582.76	52.0358
6"	3,165.51	104.0716
8"	5,064.82	166.5146
No Meter	\$63.31	\$2.0814

Consumption Charge:

Per thousand gallons of water meter registration **\$15.1945**

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RATE SCHEDULE NO. 8
SERVICE AREA NO.4 (Formerly VEOLIA Water Princeton Meadows, Inc.)

RESIDENTIAL AND COMMERCIAL SEWER SERVICE

APPLICABILITY:

Applicable throughout the entire territory served by the Company for residential and commercial service, including shopping centers, offices and schools, and industrial service.

CHARACTER OF SERVICE:

Continuous.

RATE:

	<u>Monthly Rate</u>	<u>Daily Rate</u>
(a) Residential –		
For each one bedroom residential living unit	\$41.38	\$1.3603
For each two bedroom residential living unit	48.27	1.5870
For each three bedroom residential living unit	58.17	1.9124
For each four bedroom residential living unit	59.86	1.9679
For each five bedroom residential living unit	60.18	1.9784
Customer Charge – Square Footage		
(b) Commercial Office	\$0.045381	\$0.001492
(c) Shopping Center	0.063531	0.002089
(d) Industrial	0.085133	0.002799
(e) School	0.045381	0.001492

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RATE SCHEDULE NO. 8 (Continued)
SERVICE AREA NO.4 (Formerly VEOLIA Water Princeton Meadows, Inc.)

RESIDENTIAL AND COMMERCIAL SEWER SERVICE

TERMS OF PAYMENT:

All bills for service furnished under this schedule are to be rendered bills monthly. Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3 (b).

OTHER:

All industrial customers will be required to sign a Sewer Service Agreement.

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RATE SCHEDULE NO. 9
SERVICE AREA NO. 3 and 5
(Formerly VEOLIA Water Arlington Hills Inc. and VEOLIA Water West Milford Inc.)

COMMERCIAL SEWERAGE SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by commercial customers throughout the entire territory served by the Company.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration **\$22.1358**

Facilities Charge:

<u>Size of Meter</u>	<u>Monthly Facilities Charge</u>	<u>Daily Facilities Charge</u>
5/8"	\$229.27	\$7.5376
3/4"	343.91	11.3066
1"	573.18	18.8443
1-1/2"	1,146.35	37.6881
2"	1,834.17	60.3016
3"	3,439.08	113.0655
4"	5,731.79	188.4425
6"	11,463.59	376.8851
8"	18,341.74	603.0161

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge.

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for sewer services are rendered monthly.

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RATE SCHEDULE NO. 10
SERVICE AREA NO. 3 and 5
(Formerly VEOLIA Water Arlington Hills Inc. and VEOLIA Water West Milford Inc.)

APARTMENT BUILDING SEWERAGE SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by Apartment Building customers throughout the entire territory served by the Company. The Apartment Building must have a minimum of 20 units.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration **\$22.1358**

Facilities Charge:

<u>Size of Meter</u>	<u>Monthly Facilities Charge</u>	<u>Daily Facilities Charge</u>
5/8"	\$208.35	\$6.8500
3/4"	312.54	10.2752
1"	520.89	17.1251
1-1/2"	1,041.80	34.2508
2"	1,666.87	54.8012
3"	3,125.39	102.7524
4"	5,208.83	171.2492
6"	10,417.66	342.4984
8"	16,668.26	547.9975

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge.

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for sewer services are rendered monthly.

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RATE SCHEDULE NO. 11

BUILDING CONSTRUCTION SERVICE

APPLICABILITY:

Applicable throughout entire territory served by the Company for water service for major construction projects only.

CHARACTER OF SERVICE:

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

RATE:

1) Metered:

Whenever possible, water for building purposes will be supplied through meters and with backflow devices supplied by the Company and charged at the General Metered Service, Rate Schedule No. 1. A monthly facilities charge for the number of months used.

When metered, deposit requirements as stated in "Standard Terms and Conditions" 3.1, Sheet No. 20, shall apply based upon Rate Schedule No. 1.

Facilities Charge

Size of Meter	Per Month
3"	\$315.00
Calibration and restock fee	177.59

Consumption Charge Service Area No. 1 former VWNJ	
CCF	\$5.6062
MGL	7.4949

Consumption Charge Service Area No. 2 former VWTR	
CCF	\$5.6062
MGL	7.4949

2) Unmetered:

Should a new service be required to provide temporary use, the customer shall pay the cost to install and remove the service.

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RATE SCHEDULE NO. 11 (Continued)

BUILDING CONSTRUCTION SERVICE

No person/entity, other than municipal fire (for firefighting purposes only) and Company personnel, unless authorized by the Company is permitted to operate or take water from any public or private fire hydrant/connection for street sprinkling, flushing sewers, storm water drains, street sweeping, landscaping projects, or for building construction or any other purpose. Unauthorized operation of a fire hydrant/connection is subject to all fines and penalties under local Municipal Ordinances, along with a minimum charge of \$500.00 for

the unauthorized use of Company facilities plus cost for any water used and the actual cost for the repair of any damages to the Company's property resulting there from.

Use of fire hydrants may be permitted for specific purposes when special permission is obtained from the Company by written permit. Permits to use hydrants will not be issued during cold weather particularly the period from December 1 to April 1. The Company will charge for this service and will require a deposit for the meter and with back flow device furnished by the Company for the service. Any special permission grant shall be revocable at any time by the Company.

The rates shall be the same as set forth under the General Metered Service, Rate Schedule No. 1 and calculated as follows:

A Consumption charge based on the Company's estimate of the volume of water to be used.

A Facility Charge based on the opening in the main providing service or the hydrant discharge multiplied by the Company's estimate of the number of months water is to be used.

Charges shall be payable in advance. At expiration of estimated duration or upon completion of building, whichever comes first, water service shall be discontinued until either a request for an extension of construction service or a regular application for service is submitted to the Company. When completion of building is less than the estimated months, a pro rata refund will be made upon discontinuance of service.

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

Payment in advance.

TERM:

On completion of building. The hydrant meter program is utilized from April 1st to November 30th of each year. All hydrant meters and back flow devices must be returned to VEOLIA Water by November 30th of each year. However, at the discretion of the Company, it may authorize continued use of hydrant meters and backflow devices beyond the November 30 deadline.

Filed pursuant to a decision by the Board of Public Utilities in Docket No. WM21060909

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Issued by: Alan Weland, Vice President and General Manager
461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 11 (Continued)

BUILDING CONSTRUCTION SERVICE

SPECIAL PROVISIONS:

Under this schedule, water service will be supplied for major construction projects which typically consist of foundations and major superstructures construction and project duration of no less than three months.

Upon completion of the building, if further water service is required, the customer shall make regular application for water service.

In instances where the Company permits hydrants to be used for major construction projects, the following terms and conditions shall apply:

A special permit issued by the Company is required before hydrants may be used for building construction purposes.

No wrenches of any sort, other than the one supplied with the permit, shall be used for opening and closing a hydrant.

The meter is to be returned in accordance with the building construction agreement. If not returned at that time, in addition to the monthly facility charges, a penalty will be charged at \$150.00 month.

Damage to the meter or the equipment will be billed at cost.

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 12

MISCELLANEOUS SERVICE

APPLICABILITY:

Applicable throughout entire territory served by the Company for water and/or wastewater service.

RESTORATION OF SERVICE CHARGE:

A charge for restoring service after discontinuance due to nonpayment of bills or violation of the Company's rules will be made as follows:

Water

Turn On During normal business hours (8:00 a.m. to 4:30 p.m.)	\$50.00
Turn-On During all other hours	\$135.00

If excavation is necessary pursuant to Section 12.6	\$500 or Actual Cost
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Wastewater

When sewer service has been discontinued from any premises due to non-payment of a valid bill or for any other violation of the Company's rules, the service will not be restored until the Company has been reimbursed \$350.

TAMPERING OR THEFT OF SERVICE

Tampering with Company equipment or affecting customer piping to receive unmetered or unauthorized water service shall be prohibited and subject to the following charges (See Section 7.5):

First occurrence	\$250
Second occurrence	\$500

If excavation is necessary pursuant to Section 12.6	\$500 or Actual Cost
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BAD CHECK CHARGE:

Should the Company receive a negotiable instrument from the applicant or customer in payment of any bill, charge or deposit due and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge of \$20.00.

REMOTE METER REPAIR CHARGE

The charge for repairing damage to a remote meter or MIU when the damage results from causes other than ordinary wear and tear shall made as follows:

<u>Meter Size</u>	<u>Inside Building</u>	<u>Meter Pit or Vault</u>
ALL	\$85.00	\$95.00

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 12 (Continued)

MISCELLANEOUS SERVICE

METER RESET CHARGE:

In cases where the Company suspends service to unoccupied premises pursuant to Paragraph 7.9 of the Tariff, the Company will charge the customer for resetting the meter as follows:

<u>Meter Size</u>	<u>Inside Buildings</u>	<u>Meter Pit or Vault</u>
5/8" – 1"	\$90.00	\$115.00
1-1/2" – 2"	115.00	177.00
3" and Larger	355.00	508.00

REPAIR AND REPLACEMENT CHARGE:

A charge for repairing damage to a meter or curb stop caused from misuse by the customer, frost, hot water or external causes; or for replacing a meter at the request of the customer where the meter has been in use for less than two years pursuant to Paragraph 10.10 of this Tariff, shall be made as follows:

<u>Meter Size</u>	<u>Inside Buildings</u>	<u>Meter Pit or Vault</u>
5/8"	\$80.00	\$95.00
3/4"	100.00	115.00
1"	115.00	130.00
1-1/2"	307.00	354.00
2"	370.00	408.00
* 3" and Larger	At Cost	At Cost
* Curb Stop	At Cost	At Cost

* At Cost – includes labor, materials and transportation.

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461 From Road, Paramus, NJ 07652

RATE SCHEDULE NO. 12 (Continued)

MISCELLANEOUS SERVICE

METER TESTING CHARGE:

If more than one test is made at the request of the customer in less than the interval of one year, a charge shall be made for each test after the first test as follows:

<u>Meter Size</u>	<u>Rate</u>
5/8"	\$100.00
3/4"	105.00
1"	110.00
1-1/2"	155.00
2"	155.00
3"	415.00
4"	415.00
6" and Larger	415.00

HYDRANT FLOW TEST

For all work and labor performed and all materials furnished by the Company for hydrant flow tests, a charge of \$455.00 will be charged to the customer or party requiring such service.

TERMS OF PAYMENT:

Payment is due within 20 days after the postmark date N.J.A.C. 14:3-3A.3(b)

TERM:

As required to meet the class of service rendered.

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