

AQUA NEW JERSEY, INC.
TARIFF FOR
WATER SERVICE
APPLICABLE IN
ALL OR PART OF
WARREN, HUNTERDON, MERCER, BURLINGTON, CAMDEN, OCEAN,
SUSSEX, MONMOUTH, GLOUCESTER, ATLANTIC AND MORRIS COUNTIES
NEW JERSEY

Issued: May 28, 2019
By: John Hildabrant, President
10 Black Forest Road
Hamilton, NJ 08691

Effective Date: June 1, 2019

Filed pursuant to decision and order of the Board of Public Utilities dated May 28, 2019, in Docket No. WR18121351.

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TERRITORY SERVED

ATLANTIC COUNTY

Egg Harbor Township

BURLINGTON COUNTY

Chesterfield Township *
North Hanover Township
Borough of Wrightstown

CAMDEN COUNTY

Gloucester Township *

GLOUCESTER COUNTY

Woolwich Township

HUNTERDON COUNTY

Bloomsbury Borough*
Califon Borough
Holland Township*
Lebanon Township
Readington Township

MERCER COUNTY

Hamilton Township *
Lawrence Township
Robbinsville Township *

MONMOUTH COUNTY

Howell Township
Upper Freehold

MORRIS COUNTY

Washington Township
Mount Olive Township

OCEAN COUNTY

Berkeley Township

SUSSEX COUNTY

Byram Township*
Fredon Township
Green Township*
Hardyston Township *
Vernon Township *

WARREN COUNTY

Alpha Borough
Greenwich Township
Harmony Township
Lopatcong Township
Mansfield Township*
Town of Phillipsburg
Pohatcong Township

*Partially served

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TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS:

1.1 “Aqua” or “Company” shall be used herein to refer to Aqua New Jersey, Inc., the party rendering water service.

1.2 “BPU” or “Board” shall be used herein to refer to the New Jersey Board of Public Utilities.

1.3 “Classes of General Metered Service.” There are five classes of general metered service, based on the nature of the Customer and the use of the property receiving service, as follows:

1.3.1 **Residential Class:** An individually-metered dwelling unit intended for human habitation (including a detached house, rowhome, townhouse, condominium and mobile home) or an individually-metered home or building consisting of not more than two dwelling units.

1.3.2 **Commercial Class:** A building, store, restaurant or office which is primarily a site for the buying or selling of goods or the provision of professional or consumer services. In addition, apartments, condominium complexes, colleges, private and public schools, car washes, laundromats, construction sites, hotels, motels, and tanks filled at the Company’s premises are included in this class.

1.3.3 **Industrial Class:** A building or factory which is primarily a site for the manufacture or production of goods.

1.3.4 **Other Water Utility:** A public water utility, Municipal Corporation or water authority which purchases water for resale to their customers.

1.3.5 **Public:** A public building, library, park or playground which is owned by a governmental unit which has the power of taxation.

1.4 “Connecting line” is the portion of pipe that starts at the curb stop and conveys domestic water and/or fire service to the customer. The customer owns, and is responsible for the operation and maintenance of the connecting line .

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TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS (CONTINUED):

1.5 “Curb stop” is the fitting attached to the service line, and is used primarily for turning on and shutting off water at the curb in emergencies, for purposes of repair or to discontinue service to a customer.

1.6 “Customer” shall be used herein to refer to the party contracting for service to a property, or the party receiving and paying for the service, as appropriate.

1.7 “DSIC” shall be used herein to refer to the Distribution System Improvement Charge. (N.J.A.C. 14:9-10.2).

1.8 “Diversion” shall be used herein to refer to an unauthorized connection to pipes by which utility service registers on the Tenant-Customer’s meter although such service is being used by other than the Tenant-Customer of record without his or her knowledge or cooperation. The unauthorized connection must not be apparent from the premises. (N.J.A.C. 14:3-7.8).

1.9 “DPA” shall be used herein to refer to a Deferred Payment Agreement, which may be offered by the Company to a Customer upon request, as appropriate and in accordance with the Board’s regulations.

1.10 “Extension” is an addition to the existing system of mains, intended to service more than one customer, either at the time of installation or in the future.

1.11 “Interruptible Service” means service which may be interrupted in the sole discretion of the Company on not less than three (3) hours’ notice to the customer by telephone or otherwise.

1.12 “Main” is a pipe or conduit for conveying water or wastewater. A “water main” will exclusively convey water and a “sewer main” will exclusively convey wastewater.

1.13 “Meter” is a device to measure the quantity of water, wastewater and/or the rate of flow delivered to or from a customer.

1.14 “Meter pit” is a structure that houses a small meter or meters less than or equal to 2-inches. Unless agreed to by the Company and the customer, it is installed, furnished and maintained by the Customer.

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TERMS AND CONDITIONS OF SERVICE

1. DEFINITIONS (CONTINUED):

1.15 “Meter vault” is a structure that houses a meter or meters larger than 2-inches. Unless explicitly agreed to by the Company and the customer in writing, it is located and designed by the Company, and constructed, installed, furnished and maintained by the Customer at the sole expense to the customer.

1.16 “Multi-use service” shall be used herein to refer to water service that is supplied to a structure through one water line extending from the water main to the structure, and which is used inside the structure for both domestic water service and fire suppression service. (N.J.A.C. 14:9-8.1).

1.17 “NJ DEP” shall be used herein to refer to the New Jersey Department of Environmental Protection.

1.18 “PSTAC” or “Purchased wastewater treatment adjustment clause” is a provision that authorizes a utility to adjust its rates to compensate for an increase or decrease in the cost of wastewater treatment purchased from a wastewater treatment purveyor. (N.J.A.C. 14:9-7.2)

1.19 “PWAC” or “Purchased water adjustment clause” is a provision that authorizes a utility to adjust its rates to compensate for an increase or decrease in the cost of water purchased from a water purveyor. (N.J.A.C. 14:9-7.2)

1.20 “PWAC Year” and “PSTAC Year” shall mean the twelve-month period beginning each January 1 and ending December 31 of the following calendar year.

1.21 “Residential Customer” shall be used herein to refer to Customers who receive service for use in a residence. (N.J.A.C. 14:3-1.1).

1.22 “Service line” is the portion of pipe that starts from a main and ends at the curb stop. The service line is owned, operated and maintained by the Company. (N.J.A.C. 14:3-8)

1.23 “Tap” is the fitting inserted in the main to which the service line is attached. It is used to facilitate the tapping of the main and for shutting off water in case of repairs to the service line.

1.24 “Tariff,” as referred to herein, is the entire “Tariff for Water Service” as the same may be amended or revised from time to time in accordance with N.J.A.C. 14:3-1.3, Tariffs.

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AQUA NEW JERSEY, INC.

B.P.U. NO. 18 – WATER

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

1.25 “Tenant-Customer” shall be used herein to refer to a Residential Customer of record at the time of the complaint who rents a dwelling unit in a multifamily building or owns a condominium. (N.J.A.C. 14:3-7.8).

2. GENERAL INFORMATION:

2.1 Aqua is regulated by the Board. The Company’s provision of service is governed by New Jersey statutes and the pertinent rules and regulations promulgated by the Board, which statutes and rules and regulations are hereby adopted and incorporated by reference, as well as the terms of this tariff. If there is an inconsistency between the Company’s tariff and the Board’s regulations, the Board’s regulations supersede the tariff provision absent specific approval to the contrary by the Board. However, if the tariff provides for more favorable treatment of a customer than the Board’s regulations, the tariff shall control. (N.J.A.C. 14:3-1.3(i)).

2.2 The current Board-approved “Customer Bill of Rights” can be found on the Board’s website at <http://www.bpu.state.nj.us/bpu/assistance/rights/>.

2.3 A copy of this Board-approved tariff can be found on the Company’s website, www.aquaamerica.com, and is also available for public inspection both at the Company’s offices and at the Board, 44 S. Clinton Avenue, Trenton, New Jersey 08625. (N.J.A.C. 14:3-1.3(h)). If after you review this tariff and discuss it with appropriate Company employees, you still have questions regarding this tariff or your service, you may contact the Board’s Division of Customer Assistance in-person, by phone, toll free, at (800) 624-0241, or by mail. If you choose to write to the Board, please be sure to include your name, address and phone number (including the area code), and, if you are a Customer, please also include your account number.

2.4 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, if service shall be interrupted, irregular, or defective, or fail because of breakdown or emergency, the Company will not be liable for damage, inconvenience or lost income resulting there from.

2.5 A customer’s responsibility to pay for service continues from the time service is commenced, pursuant to his/her application, until written notice is received by the Company of a change of ownership or occupancy of the premises or written notice is received by the Company to discontinue the applicable service. Upon receipt of such notice, the Company will arrange for a final meter reading and billing. No allowance will be made in case of non-occupancy, unless the Company is notified in writing as stated above.

Issued: December 6, 2021

Effective Date: December 8, 2021

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

Filed pursuant to decision and order of the Board of Public Utilities dated December 1, 2021, in Docket No. WT21091110.

B.P.U. NO. 18 – WATER

2.6 The Company does not undertake to render any special service or maintain any fixed pressure. 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 any purpose, such as steam boilers, are cautioned to provide their own means of providing such special uninterrupted service. When the supply is to be interrupted or curtailed, the Company will endeavor to give notice.

2.7 The Company does not undertake to supply any uniform quality of water for special purposes, such as laboratories, manufacturing or processing plants, swimming pools, bleaching or dyeing plants, or laundries. Customers requiring water of special quality, or water free from discoloration or turbidity, are required to provide their own means of treating water, or provide such other protection as may be deemed necessary for the purpose required.

2.8 The location of meters and the arrangement of the fittings and piping are subject to inspection and approval of the Company and should meet the Company's requirements presented herein.

2.9 Neither by inspection approval nor failure to approve, nor in any other way, does the Company give any guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

2.10 The Company will not be liable for any loss, injury, casualty, or damage resulting from the supply or use of water service, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.

2.11 From time to time, the Company may provide public notices, specific notices, correspondence or other notifications ("Notices") regarding the presence of conditions affecting the quality and/or quantity of water service provided by the Company. (Examples of such Notices include, but are not limited to, boil water alerts, notice of hydrant and main flushing, and notice of water quality testing results.) These Notices may contain information about actions members of the public may wish to, are recommended to, or should take in response to the conditions identified in the Notice. In the event the Company issues a Notice, the Company will not be liable for any expenses or costs incurred by a customer or end-user for any action taken in response to any condition identified in the Notice.

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TERMS AND CONDITIONS OF SERVICE

3. BILLING, FEES AND CHARGES:

3.1 The Company will not place the name of a second individual on the account of a Residential Customer unless specifically requested by said second individual. (N.J.A.C. 14:3-3.2(b)).

3.2 The Company shall not assess a late payment charge on a Residential Customer, or on a State, county or municipal government entity. Any late payment charges, as appropriate, will not be applied before 25 days have elapsed from the date the bill is rendered. (N.J.A.C. 14:3-7.1(e)).

3.3 The Company shall not impose any fees or charges for any fire protection system to a Residential Customer served by a water service line of two inches or less in diameter. Nor will the Company impose any fees in excess of the cost of water actually used for any sprinkler system required by State statutes or regulations to be installed in any residential health care facility or rooming or boarding house. The Company may, however, require separate, dedicated lines for fire protection and that those lines be metered. (N.J.S.A. 48:19-18).

3.4 Tenant-Customers shall not be required to pay for charges associated with a Diversion where, after investigation, Aqua New Jersey, Inc. has determined a Diversion of service has occurred. (N.J.A.C. 14:3-7.8(b)).

3.5 The Distribution System Improvement Charge (DSIC) is a Board-approved charge that allows the Company to more timely recover costs of rehabilitating, improving, or replacing non-revenue producing water distribution infrastructure needed for conservation, continued system safety and reliability, improved water quality, and sustained economic growth in New Jersey. (N.J.A.C. 14:9-10.1). The DSIC rate (as specified in Rate Schedule No. 1D) is reflected as a separate line item on Customer bills, and is calculated in accordance with N.J.A.C. 14:9-10.9(a)3.

3.6 Restoration Charge. Prior to restoration of service following discontinuance of service at the Company's direction, including but not limited to discontinuance for non-payment, a Customer may be required to pay a Restoration Charge in the amount of \$50.00.

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TERMS AND CONDITIONS OF SERVICE

3. BILLING, FEES AND CHARGES (CONTINUED):

3.7 Bad Checks Charge. Where the Customer submits a negotiable instrument to the Company in payment of a bill, charge, or deposit due and such instrument is subsequently dishonored or uncollectible for any reason, the Customer may be required to pay a Bad Check Charge equal to the costs incurred by the Company from the financial institution.

3.8 Non-Standard Meter Connection Fees.

3.8.1 For metered connections which are set up for the temporary, short term sale of water such as to contractors, lawn care specialists, the Company will charge for the water taken based on the "General Metered Service" tariff. The Company shall have the right to designate where, how, when and if such water may be obtained. Anyone granted permission to obtain water in such a manner must have in place a mechanism acceptable to the Company that will protect against the backflow of water into the Company's system.

3.8.2 In addition, the Company shall require a \$1,600 deposit for any temporary meter obtained from the Company. This deposit shall be refunded upon return of the temporary meter, provided that the meter is returned in the same condition in which it was borrowed. The Company reserves the right to retain all or a portion of the deposit if the meter is returned in a condition other than that which it was borrowed and/or if the meter is not returned at all.

3.9 Bulk Water Purchase. For bulk water purchases, such as the filling of tanker trucks, the Company will charge for the water taken based on the "General Metered Service" tariff.

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4. DEPOSITS:

4.1 While the Company does not typically request a deposit from a Customer upon initiation of new service, it reserves the right to do so consistent with the Board's regulations.

4.2 The Company may require that a Customer pay a deposit if the Customer fails to pay a bill within fifteen (15) days after the due date, or after service has been discontinued for non-payment. (N.J.A.C. 14:3-3.4).

4.3 Deposits shall be calculated in accordance with the Board's regulations. (N.J.A.C. 14:3-3.4(b)).

5. DISCONTINUANCE OF SERVICE:

5.1 **Customer Request:** Within 48 hours of notice to the Company by the Customer of a request to discontinue service, the Company shall discontinue service or obtain a meter reading for purposes of calculating the final bill. Where such notice is not provided by the Customer to the Company, the Customer shall be liable for service until the final meter reading is taken. A notice to discontinue service provided by the Customer shall not relieve the Customer from any minimum or guaranteed payment under any contract or rate. (N.J.A.C. 14:3-3A.1(b)).

5.2 **At the Company's Direction (For Reasons Other Than Nonpayment):** The Company may curtail, suspend or discontinue service, upon reasonable notice, to the extent reasonably possible, for the following reasons (N.J.A.C. 14:3-3A.1(a)):

5.2.1 In order to make permanent or temporary repairs, changes or improvements in any part of the Company's system;

5.2.2 For compliance in good faith with any governmental order or directive, regardless of whether such order or directive subsequently may be held to be invalid; or

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TERMS AND CONDITIONS OF SERVICE

5. DISCONTINUANCE OF SERVICE (CONTINUED):

5.3 For any of the following acts or omissions on the part of the Customer:

- Refusal of reasonable access to the Customer's premises;
- Tampering with any facility of the Company;
- Fraudulent representation in relation to use of service;
- Providing the Company's service to others without approval of the Company;
- Refusal to contract for service where such contract is required;
- Connecting and operating in such a manner as to interfere with the service of the Company or other Customers;
- Failure to comply with any reasonable standard terms and conditions contained in the Company's tariff;
- Where the condition of the Customer's installation presents a hazard to life or property; or
- Failure to repair any faulty facility of the Customer.

5.4 **At the Company's Direction (For Nonpayment):** The Company has the right to curtail, suspend or discontinue service for nonpayment of water charges or for nonpayment of a deposit, upon due notice given, where the Residential Customer's arrearage is (i) more than \$100.00, or (ii) more than three (3) months in arrears. (N.J.A.C. 14:3-3A.2(a)).

5.4.1 Customers shall be provided with at least fifteen (15) days from the postmark date of the outstanding bill to pay the water bill, or any deposit amount requested by the Company, except for those Customers receiving fire protection or multi-use service. (N.J.A.C. 14:3-3A.3).

5.4.2 Where payment is not received within fifteen (15) days, the Company shall provide the Residential Customer with at least ten (10) days' notice prior to discontinuance of service.

5.4.3 The Company shall make good faith efforts to contact all Residential Customers by phone prior to discontinuance of service, in addition to notice by first class mail.

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TERMS AND CONDITIONS OF SERVICE

5. DISCONTINUANCE OF SERVICE (CONTINUED):

5.4.4 The Company shall send the notice of discontinuance of service to the Residential Customer and also to any third party previously designated by the Residential Customer upon request to the Company. (N.J.A.C. 14:3-3A.4).

5.4.5 The Company shall not discontinue service to any Residential Customer for up to 60 days if a medical emergency exists within the residential premises, which would be aggravated by a discontinuance of service, provided that the Residential Customer has: (i) provided reasonable proof of inability to pay; and (ii) submitted the requisite Medical Certificate to the Company, as well as any requisite re-certification after 30 days have elapsed. At the end of such period of emergency, the Residential Customer shall remain liable for payment of all services rendered. (N.J.A.C. 14:3-3A.2(i)). The Medical Certificate can be found on the Company's website at <https://www.aquaamerica.com/customer-service-center/forms.aspx>.

5.5 A Customer is responsible for payment of all undisputed charges. If a Customer disputes a charge, and after notice to the Company the dispute is unable to be resolved, the Customer has the right to make a request to the Board for an investigation of the disputed charge within five (5) business days after notice to the Company of the dispute. If such a request is not made within five (5) business days, the Customer's service may be discontinued for nonpayment in accordance with the Board's regulations. (N.J.A.C. 14:3-7.6).

5.6 The Company shall not discontinue service to Residential Customers involuntarily except between the hours of 8:00 a.m. and 4:00 p.m., Monday through Thursday, unless there is a safety-related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, and Sundays or on the day before a New Jersey State holiday or on a New Jersey state holiday absent such emergency. (N.J.A.C. 14:3-3A.1(c))

5.7 The Company shall make every reasonable effort to determine if a landlord/tenant situation exists at the residential premises being served and to provide notice to tenants prior to discontinuance of service. Where feasible, the Company shall offer affected tenants continued service to be billed in the tenant's name. (N.J.A.C. 14:3-3A.6).

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TERMS AND CONDITIONS OF SERVICE

5. DISCONTINUANCE OF SERVICE (CONTINUED):

5.8 **Service Restoration:** In cases where service has been discontinued at the Company's direction, as set forth herein, a charge for reconnection will be made as specified in Paragraph 3 herein, except where such discontinuance has been made by the Company in order to effectuate repairs, changes or improvements in any part of the Company's system.

6. DEFERRED PAYMENT AGREEMENTS:

6.1 Aqua will use good faith efforts to offer any Customer who is unable to pay an outstanding bill and/or deposit an opportunity to enter into at least one DPA per year. Customers who enter into a DPA for past due charges, however, are not relieved of the obligation to pay current bills on time. In the event that a Customer defaults on the terms of the DPA, Aqua New Jersey, Inc. may discontinue service upon due notice. (N.J.A.C. 14:3-7.7)

6.2 **Residential Customers.** Where a Residential Customer receives more than one service from Aqua (for example, water and sewer) and is in arrears as to both of those services, a separate DPA shall be offered for each service. In such situations, the Residential Customer may elect to enter into a DPA for one service and to discontinue the other service until satisfactory payment arrangements can be made so as not to add to the arrearage balance. The Company will renegotiate or amend the terms of an existing DPA upon satisfactory evidence provided by the Residential Customer that his or her financial circumstances have changed significantly due to factors beyond his or her control. Where a Residential Customer has DPAs for two services, default on one such DPA constitutes grounds for discontinuance of only that service. (N.J.A.C. 14:3-7.7).

6.3 **Non-Residential Customers.** DPAs will not be offered for a term of longer than three (3) months. (N.J.A.C. 14:3-7.7).

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TERMS AND CONDITIONS OF SERVICE

7. METERS:

7.1 Upon Customer request, the Company will provide one free meter test per year. Where a billing dispute exists, the Customer may request that the meter test be witnessed by the Board, or a third-party. A meter test arising from a billing dispute may be appropriate in instances which include, but are not limited to: unexplained increased consumption, crossed meters, consumption while an account is vacant or any other instance where the meter's accuracy might be an issue in a bill dispute. Upon application, a Customer may also request that his, her or its meter be tested by the Board. (N.J.A.C. 14:3-4.5).

7.2 Where a Customer has filed a complaint with the Board regarding meter accuracy or performance, Aqua shall not remove the Customer's meter from service during the pendency of said complaint, or during the thirty (30) days following the Board's decision on the complaint, unless otherwise authorized or directed by the Board (N.J.A.C. 14:3-4.8(c)).

7.3 Aqua shall make an adjustment of charges, to be determined consistent with N.J.A.C. 14:3-4.6, whenever a water meter is found to be registering fast by more than one and one-half percent.

8. EMERGENCY INTERRUPTIONS DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY:

8.1 The Company endeavors to provide a regular and uninterrupted supply of water through its facilities to its Customers. However, if because of emergencies beyond Aqua's control, including but not limited to, governmental mandate, service is interrupted, irregular, restricted, defective or fails, the Company shall not be liable for any damage or inconvenience resulting therefrom. In the event of an emergency for 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 will provide Customers, by phone, with detailed information regarding the conditions and restrictions, and the purpose and probable duration of the usage restriction or service interruption, curtailment or discontinuance.

8.2 Aqua New Jersey, Inc. may restrict or interrupt water service during certain periods in order to protect the public water supply, or to otherwise comply with any regulations or orders issued pursuant to the Water Supply Management Act, N.J.S.A. 58:1A-1 *et seq.* The Company will provide notice and subsequent outage reports to the Board in accordance with N.J.A.C. 14:3-3.7, as appropriate.

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TERMS AND CONDITIONS OF SERVICE

9. MULTI-USE SERVICE:

9.1 By applying for Multi-use service, the Customer agrees to be responsible for all claims, costs, and liability for personal injury, death and/or property damage, resulting from the Customer's individual water system, unless caused by the negligence of the Company. (N.J.A.C. 14:9-8.3(d)).

9.2 Terms of Payment: The Company 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. 14:3-3A.4(j). (N.J.A.C. 14:9-8.3(b)).

9.3 Conditions: By applying for Multi-use service, the Customer or builder certifies that:

9.3.1 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; and

9.3.2 The Customer or builder will ensure that the system is installed in accordance with the Uniform Construction Code at N.J.A.C. 5:23; and

9.3.3 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. (N.J.A.C. 14:9-8.3(c)).

9.4 Provision of Services: By applying for Multi-use service, and operating the same, the Customer agrees:

9.4.1 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;

9.4.2 To be solely responsible for all costs and expenses relating to the installation, operation, maintenance, repair and replacement of the Customer's water system, including the fire suppression system and backflow prevention device(s);

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9. MULTI-USE SERVICE (CONTINUED):

9.4.3 To ensure that 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; and

9.4.4 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. (N.J.A.C. 14:9-8.3(e)).

10. WATER SERVICE AND CONNECTING LINES

10.1 Company Side – Service Lines:

10.1.1 The Company is responsible for the installation and maintenance of the service line. N.J.A.C. 14 :3-8.1 et seq.

10.1.2 Only employees of the Company or persons duly authorized to do so by the Company are permitted to operate or otherwise access the curb stop.

10.1.3 No service line shall be used to supply more than one customer unless authorized in advance by the Company in writing.

10.1.4 Where two or more customers are supplied through a single service line, the customers must provide a suitable location(s) for a separate meter and separate shut-off valve that will be dedicated to each customer. The piping of the building must be so arranged that each customer can be supplied through an independent meter, shut off valve and piping system as may be required by the Company, at the Company's discretion. The meter pit or vault shall be installed at a location acceptable to, and with the express approval of, the Company.

10.1.5 No single building or single group of buildings in one common enclosure and under one ownership shall be supplied by more than one service line.

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10 Black Forest Road
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TERMS AND CONDITIONS OF SERVICE

10. WATER SERVICE AND CONNECTING LINES (CONTINUED):

10.2 Customer Side – Connecting Lines:

10.2.1 Connecting lines are owned, installed, maintained and repaired by the customer at the customer's sole expense. The connecting line should be maintained in a condition conducive for the Company to perform the services required to serve the customer. If the connecting pipe is not so maintained, any failure of this pipe following the operation of the curb stop by the Company will be the responsibility of the customer. While performing its duties, if the Company notices that the connecting pipe or other customer owned and maintained appurtenances appear to be in poor condition, the Company will attempt to notify the customer of such, including that the customer may desire to contact a licensed plumber for a professional evaluation and/or repair of the connecting pipe and appurtenances. Failure to repair a leaking connecting line is grounds for discontinuance of water service. (N.J.A.C. 14:3-3A.1(a)5.x).

10.2.2 Connecting lines should be installed, without sharp bends, at right angles to the line of the street and shall be installed in the trench not less than 3-1/2 feet in depth to avoid damage and possible interruption to service caused by freezing. Other utility service lines shall not be installed in the same trench as the connecting line.

10.2.3 No attachment shall be made to the connecting line between the curb stop and the meter except as otherwise authorized by the Company. Unauthorized attachments are grounds for termination of service. (N.J.A.C. 14:3-3A.1(a)5.ii). Connecting lines should not be less than 3/4 inch in inside diameter.

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TERMS AND CONDITIONS OF SERVICE

10. WATER SERVICE AND CONNECTING LINES (CONTINUED):

10.2.4 A Customer must install a water pressure reducing valve where required by State of New Jersey plumbing code. If a water pressure reducing valve is required to be installed, the customer must install a pressure relief valve (collectively both are referred to as the "Valves"). In all cases, the costs of installation and maintenance of the Valves shall be borne by the Customer. The Customer shall own and be obligated to maintain the Valves. The Company will not be liable for damage due to meter failures if the Customer is located in a high pressure zone and does not have a pressure reducing valve or has a pressure reducing valve downstream from a water meter that is installed inside the premises. For meters less than or equal to 2 inches the pressure reducing valve will be located on the downstream side of the meter if the meter is located outside of the Customer's premises and on the upstream side of the meter, if the meter is located inside of the Customer's premises. For meters greater than 2 inches the pressure reducing valve will always be located on the upstream side of the meter.

10.2.5 The Customer is required to make all changes in the connecting line due to changes in grade, relocation of mains, or other causes only if such changes are mandated by a municipality, county, state or other governmental body.

11. WATER MAIN EXTENSIONS:

11.1 The Company will extend water service in accordance with all applicable laws of the State of New Jersey and Board regulations and orders including N.J.A.C. 14:3-8.1 *et seq.* Upon request, an application will be provided to the applicant, which must be returned to the Company.

12. CUSTOMER'S PREMISES:

12.1 The Company may refuse to provide a water connection, or furnish water through a connection pipe already installed, when a customer's piping system is not installed in accordance with the regulations of the Company and of the municipality in which the premises are located; or when the system on the premises is not at sufficient depth to prevent freezing.

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TERMS AND CONDITIONS OF SERVICE

12. CUSTOMER'S PREMISES (CONTINUED):

12.2 The Company shall have the right of reasonable access to Customer's premises, and to all property furnished by the Company, at all reasonable times for the purpose of inspection of Customer's premises incident to the rendering of service, reading meters, or installing, relocating, inspecting, testing, replacing or repairing its facilities used in connection with supplying the service, or for the removal of its property. (N.J.A.C. 14:3-3.6). Service can be discontinued for refusal of reasonable access to the Customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, installation, replacement or relocation of meter reading devices, or the maintenance or removal of the utilities property. (N.J.A.C. 14:3-3A.1(a)5.i). A charge for reconnection will be made as specified in Paragraph 3 herein upon restoration of service.

12.3 Customers shall not permit access to the meter and other appliances of the Company except by authorized employees of the Company or properly authorized state or local inspectors.

12.4 In all cases the Customers should not interfere with property of the Company, but should immediately notify the Company of any problem.

12.5 It is the sole responsibility of each Customer to ensure that all piping and appurtenances within a Customer's premises comply with state, municipal and other public health regulations in force with respect hereto including state and local plumbing codes. The piping and appurtenances shall be maintained in a condition conducive for the Company to perform the services required to serve the Customer.

12.6 In any premises where devices are used which might produce a back pressure, such as steam boilers, carbonation equipment for soft drinks, booster pumps, etc., a check valve shall be installed by the Customer at the meter. In the event such check valve is installed, pressure relief valves should be provided by the Customer in the system.

12.7 In any premises where an auxiliary water source is available, the pipes carrying water from the mains of the Company are required to be marked in some distinctive manner for ready identification.

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TERMS AND CONDITIONS OF SERVICE

12. CUSTOMER'S PREMISES (CONTINUED):

12.8 Physical connections, such as cross-connections, interconnections, valves, pumps, or similar devices, either permanent or temporary, connecting the pipelines or facilities of the Company with other pipelines or facilities supplied with water from other sources will not be permitted without the express written consent of the Company. Water which has once been drawn from the Company's distribution network and used for any purpose or stored in tanks, is considered an unapproved source of supply.

12.9 The Company may require a cross-connection protective device on a customer's service, in accordance with N.J.A.C. 7:10-10, which shall be purchased and installed at the expense of the customer. The cross-connection device shall be of the type approved by the Company. Inspection and testing at intervals, in accordance to N.J.A.C. 7:10-10, shall be performed, at the expense of the customer.

12.10 No device or connection is permitted between pipes carrying water from the mains of the Company and any portion of the plumbing system of the premises, which may under any condition permit back-flow or back-siphonage unless prior written permission has been granted by the Company.

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RATE SCHEDULE NO. 1
GENERAL METERED SERVICE

APPLICABILITY:

Applicable to the use of water supplied through meters to all customers served by the Company including those supplied through approved Multi-Use Services.

CHARACTER OF SERVICE: Continuous

RATE:

Size of Meter

Fixed Service Charge

Amount Per Month

5/8"	\$ 16.50
3/4"	24.75
1"	41.25
1 1/2"	82.50
2"	132.00
3"	247.50
4"	412.50
6"	825.00
8"	1,320.00
10"	1,897.50
12"	3,547.50
Bulk Water Purchase	31.08
Flat Rate for Unmetered Customers	
Residential	\$ 55.21
Commercial, Industrial, Other Water Utility, and Public	75.87

Usage Charge Rate/1000 Gallons

All Service Areas (Except as noted below)	\$ 6.452
Wallkill Only	4.528
Byram Township and Seaview Harbor Only	11.560
Non-Potable Water	1.290
Resale	6.442

*The above rates, excepting the Resale rate, include a water tax of \$0.01 per 1,000 gallons of water, which water tax was established by the State of New Jersey with the passage of the Safe Drinking Water Act. (N.J.S.A. 58:12A-21).

TERMS OF PAYMENT:

PAYMENT FOR ALL BILLS RENDERED IS DUE FIFTEEN (15) DAYS FROM THE BILL DATE. Bills for metered service will be rendered at the close of the billing period.

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RATE SCHEDULE NO. 2
DISTRIBUTION SYSTEM IMPROVEMENT CHARGE
GENERAL METERED SERVICE

APPLICABILITY:

Applicable to the use of water supplied through meters to all Customers served by the Company.

CHARACTER OF SERVICE:

Continuous

RATE:

<u>Size of Meter</u>	<u>DSIC</u> <u>Amount Per Month</u>
5/8"	\$ 0.00
3/4"	0.00
1"	0.00
1 1/2"	0.00
2"	0.00
3"	0.00
4"	0.00
6"	0.00
8"	0.00
10"	0.00
12"	0.00

TERMS OF PAYMENT

PAYMENT FOR ALL BILLS RENDERED IS DUE FIFTEEN (15) DAYS AFTER THE ORIGINAL POSTMARK DATE OF THE BILL. The DSIC is assessed monthly for metered service, and is reflected on the Customer's bill rendered at the close of the billing period.

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RATE SCHEDULE NO. 3
PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to all Customers for service furnished exclusively to private fire protection facilities served by the Company, except as specifically provided elsewhere in this tariff.

CHARACTER OF SERVICE:

The Company will use due diligence at all times to provide Customers with service of the character or quality proposed to be supplied. However, if the service shall be interrupted, irregular, restricted, defective or fails, the Company shall not be liable for any damage or inconvenience resulting therefrom and is obligated only to use reasonably diligent efforts in the light of the circumstances then-existing to restore service.

RATE:

<u>Size of Service</u>	<u>Fixed Service Charge</u> <u>Amount Per Month</u>
Sprinklers	
2" or less	\$ 0.00
3"	96.40
4"	160.66
6"	321.32
8"	514.10
10"	739.02
12"	1,381.66
 Private Hydrants (per hydrant)	 \$ 41.28

TERMS OF PAYMENT:

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

SPECIAL PROVISIONS:

Private fire service lines shall be equipped with special meters or detection devices and are to be used exclusively for fire protection purposes. No water shall be used through these fire protection connections except for testing purposes or in case of fire. However, the Company shall be provided with at least 72 hours (or 3 days) notice prior to the testing of any fire protection connection and shall be given the opportunity to witness such testing.

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SPECIAL PROVISIONS (CONTINUED):

Customers desiring a separate service connection for private fire service are required to make separate written application for such service on forms prescribed by the Company. Private fire service installations must be made in accordance with the provisions of this tariff regarding the installation of service and connecting pipes and other facilities necessary for the provision of such service.

Service lines designated for private fire protection are installed for customers requiring a private fire service to supply sprinkler heads or hose connections. Any connection in which sprinkler heads and/or hose connections are supplied through a domestic service connection are not considered as part of a private fire protection service and shall not be subject to the requirements as set forth herein (i.e., limited fire protection). Residential Customers served by a 2-inch water service line or less in diameter will not be imposed a standby fee for a fire protection system.

The connection shall be in accordance with the applicable laws including but not limited to those of the BPU, NJ DEP and all federal, state and local agencies.

The Company shall not be liable for any loss, injury, casualty or damage resulting from fire or water, resulting from the supply or use of water service or the failure thereof, which may occur on account of the installation or presence of a private fire service connection, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises, or connected therewith.

The Company may not discontinue fire protection service unless it has provided written notice giving the customer at least thirty (30) days' notice, by certified mail, prior to the proposed discontinuance. (N.J.A.C. 14:3-3A.4(j)). However, in case of fraud, illegal use, or when it is clearly indicated that the customer is preparing to leave, immediate payment of accounts may be required, and service may be discontinued without further notice.

When hydrants are attached between the main and the meter, a charge per hydrant will be made. The installation and maintenance of fire hydrants and the supplying of water through such hydrants is for the sole use of authorized fire-fighting personnel for the control and extinguishment of any fire.

No additional charge shall be made for water used in testing or for fire. However, should it be determined by Aqua that water is being, or has been, used through a fire protection connection for other than fire protection or testing purposes, the Company shall have the right to charge for the water used based on its "General Metered Service" tariff and to order said unauthorized use to cease immediately subject to the termination of the service.

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RATE SCHEDULE NO. 4
PUBLIC FIRE PROTECTION SERVICE

APPLICABILITY:

This schedule is applicable to all municipal Customers served by the Company, for public fire protection service.

CHARACTER OF SERVICE:

The installation and maintenance of fire hydrants, and the supplying of water through such hydrants, is for the sole use of authorized fire-fighting personnel for the control and extinguishment of any fire. The Company will use due diligence at all times to provide Customers with service of the character or quality proposed to be supplied. However, if the service shall be interrupted, irregular, restricted, defective or fails, the Company shall not be liable for any damage or inconvenience resulting therefrom and is obligated only to use reasonably diligent efforts in the light of the circumstances then-existing to restore service.

RATE:

For each fire hydrant installed there shall be made a Monthly Fixed Fire Protection Charge of:

All Service Areas (Except as noted below)	\$ 53.65
Alpha Borough	23.28
Bayville Township	18.64
Califon Borough	51.23
Fredon Township	23.28
Hardyston Township	13.37
Holland Township – Church St.	51.23
Holland Township – Fox Hill Dr.	31.66
Lawrenceville Township	25.48
Tranquility Springs	46.57
Upper Freehold Township	30.74

For Byram Township only, the following Monthly Fixed Fire Protection Charge shall apply, per customer: \$5.34

TERMS OF PAYMENT:

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

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SPECIAL PROVISIONS:

All hydrants, lead valves, branches and other appurtenances shall be and remain the property of the Company.

Upon application or request by a duly authorized representative of a municipality in the Company's service area, the Company will install fire hydrants for purposes of public fire protection. The locations of such hydrants shall be selected upon agreement between the necessary municipal official(s) and representatives of the Company after careful consideration. Municipalities shall pay the Company a charge for service to public fire hydrants as provided in this tariff.

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