

UNITED WATER SEWER SERVICES INC.

BPU NO. 3 – SEWER

UNITED WATER SEWER SERVICES INC.

TARIFF

FOR

SEWERAGE SERVICE

APPLICABLE

IN

A PORTION OF THE

TOWNSHIP OF VERNON, IN THE COUNTY

OF SUSSEX, STATE OF NEW JERSEY

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Date of Issue: July 22, 2011

Issued by: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

Effective: July 25, 2011
Docket No. WR10100785

TERRITORY SERVED

The territory served by United Water Sewer Services Inc., in which the rates and conditions of this apply is all that franchised portion of the Township of Vernon, in the County of Sussex, State of New Jersey.

Block 183 Lots 12 & 13

Block 184 Lots 10, 12, 13, 14, 15, 16, 18, 25 & 25.01

Block 190 Lots 9, 10, 10.01, 10.02, 11 & 16

Blocks 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 233 Lots 7 & 7.01

Blocks 233.01, 233.02, 233.03 & 233.04

Block 233.05, Lot 6

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STANDARD TERMS AND CONDITIONS

United Water Sewer Services Inc. hereby adopts the Regulations for Sewer Utilities promulgated by the Board of Public Utilities of the State of New Jersey, which Regulations are incorporated herein by reference thereto:

In the event of a complaint or question, call the Board of Public Utilities' Division of Customer Assistance at 1-973-648-2350 or 1-800-624-0241 or visit the website www.nj.gov/bpu/.

1. DEFINITION OF TERMS

- 1.1 "Company" as herein used shall be the United Water Sewer Services Inc., the party rendering sewer service.
- 1.2 "Tariff", as referred to herein" is the entire "Tariff for Sewerage Service," as the same may be amended or revised from time to time by the Board of Public Utilities Order.
- 1.3 "New Account" as herein used shall be defined as an account opened as the result of the construction of a new building. "New Customer Account" shall be defined as an account opened for a customer where service has not been supplied to that customer at that location or premises.
- 1.4 "Sewerage Service" includes all service necessary to supply customers with sewage removal at their premises.
- 1.5 "Customer" means a person that is an end user, a customer of record, or both.
- 1.6 A "Residential Customer" means a customer who receives service from a regulated entity for use in a residence.
- 1.7 "Customer of Record" means the person that applies for utility service and is identified in the account records of a public utility as the person responsible for payment of the public utility bill. A customer may or may not be an end-user.
- 1.8 "End user" means a person who receives, uses or consumes wastewater service. An end user may or may not be a customer of record.
- 1.9 "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.

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- 1.10 "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.
- 1.11 "Building Sewer Lateral" shall mean the extension from the building drain to Sewer Service Lateral and/or other point of connection to the Company system. The Building Sewer Lateral shall be the responsibility of and be maintained by the Customer.
- 1.12 "Connecting Sewer" shall mean the extension from the customer's collection system to the manhole before the Company's pumping station where it connects to the Company Sewerage System. The connecting sewer shall be the responsibility of and be maintained by the customer.
- 1.13 "Sewer Service Lateral" 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 Lateral. The Service Lateral shall be the responsibility of and be maintained by the Company.
- 1.14 "Company Sewerage System" shall mean those sewers, pipes, manholes, pumping stations or other facilities of the Company used for collecting and conveying sewage.
- 1.15 "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.
- 1.16 "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.
- 1.17 "pH" shall mean the logarithm to the base ten of the reciprocal of the weight of hydrogen ions in moles per liter of solution.

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- 1.18 "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.
- 1.19 "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.
- 1.20 "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.
- 1.21 "Premises" include the following:
- (a) A house or building 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 garden-type apartments.
- 1.22 A "collection main" is a pipe which collects sewage from the Sewer Service Laterals which serve the premises of customers.
- 1.23 A "meter" is a mechanical device which registers the quantity of water consumed by the customer.

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- 1.24 A “force main pipeline” carries wastewater from a pump station to other pipes further along in the system. The word "force" refers to the fact that the pipeline is under pressure, rather than relying on gravity to move wastewater

2. APPLICATIONS FOR SERVICE

- 2.1 Applications for sewerage service shall be in accordance with the following:

- (a) Applications by a customer for the establishment of service may be made at the utility’s office either in person, by regular mail, facsimile transmission, electronic mail, where available, or by telephone. If the utility require a written application, the application may be subsequently submitted to the customer for signature as designated on Original Sheet No. 24. N.J.A.C. 14:3-3.2(a).
- (b) 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).
- (c) 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 sewerage 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 sewerage service for special purposes. Applicants will not be made to sign agreements that conflict with BPU rules and policies.
- (d) 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 sewerage service are not transferable. Each new owner or occupant of the premises to be serviced is required to make an application for sewerage service as provided in Paragraph 2.1 of this Tariff. All bills shall be prorated as of the date of establishment or termination of service.
- (e) A utility shall not require a social security number as a condition of providing service. N.J.A.C. 14:3-3.2(h).

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- 2.2 The Company may reject applications for sewerage 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 other customers, present or prospective.
 - (c) When the applicant's piping installation is not in accordance with applicable plumbing codes or state codes.
 - (d) Where the condition of the customers installation presents a hazard to life or property.
 - (e) Where the applicant refuses to agree to comply with the Company's standard terms and conditions.
 - (f) When any valid bill to the applicant for service furnished at a present or previous location remains outstanding in accordance with N.J.A.C. 14:3-3A.2, except where a customer and the Company agree to a reasonable payment agreement. The utility may not refuse to furnish or supply service to or for any building or premises by reason of a bill remaining outstanding by a previous occupant.
- 2.3 Application may be made for a new connection and service line through which sewerage service is not immediately desired or is 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 clean out, whenever permanent regular service is begun within ten years from the date of installation of the connection.
- 2.4 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 sewerage service until a reasonable time (i.e. where reasonably possible 7 days or a date the customer agrees to) 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 shall be paid by the applicant desiring sewerage service.

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- 2.5 The Company will provide sewerage service to premises owned in whole or in part by a condominium association under the following terms and conditions:
- (a) Whenever practicable and when a flat rate is not the method of billing, water used for billing of sewerage service to condominiums will be provided through separate meters for each condominium unit, and 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. Upon determination by the Company that condominium units cannot be separately metered, consumption used for measurement of sewerage service shall be provided through separate meters for each building, or portion thereof, or combination of buildings.
 - (b) Applications for sewerage service to condominium units shall be made prior to the provision of service. Additionally, no service to the common elements shall be provided until separate application has been made by a qualified applicant.
 - (c) Each applicant 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.
 - (d) 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.
 - (e) Each customer of record shall be held liable for valid bill for service, for all charges for sewerage service to the common elements, and where individual condominium units cannot be separately metered, for all charges for sewerage service rendered to such condominium association and its unit owners or customer of record.

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3. CUSTOMERS' DEPOSITS

3.1 Deposits may be required under the following circumstances:

- (a) Deposits may be required where a new applicant for service has not established credit as defined in paragraph 3.7 of this section. The amount of the deposit will be the estimated averaged bill of the customer for a 12 month billing period increased by one month's estimated average bill. Any payments for service which are received in advance shall be excluded from the deposit amount. If the actual bills of the customer subsequently rendered prove that the deposit is either insufficient or excessive, the deposit shall be changed in accordance with the facts. N.J.A.C. 14:3-3.4.
- (b) The Company may require an existing customer to furnish a deposit if the customer fails to pay a bill within 15 days after the due date printed on the bill. The deposit required shall be in an amount sufficient to secure the payment of future bills.

3.2 If the Company requires a customer to furnish or increase a deposit under (a) or (b), the utility shall bill the customer for the deposit amount. If the customer fails to pay that required deposit amount within 15 days of the bill, the Company shall not discontinue the customer's service, except in accordance with N.J.A.C. 14:3-3A.2. N.J.A.C. 14:3-3.4 (e).

If a customer's service has been discontinued for nonpayment under N.J.A.C. 14:3-3A.2, and the Company holds a deposit for that customer, the utility may apply the deposit as necessary to liquidate the bill. The Company may also, in accordance with N.J.A.C. 14:3-3A.9(c), require that the customer restore the deposit to the original amount. N.J.A.C. 14:3-3.4(f).

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. N.J.A.C. 14:3-3.4.

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- 3.4 In accordance with N.J.A.C. 14.3-3.5(a), the Company shall review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years. If this review indicates that the customer has met the Company's standard requirements for establishing credit, the Company shall refund the customer's deposit.
- 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)&(e).
- 3.6 Upon closing an account, the Company shall refund to the customer the balance of any deposit remaining after the closing bill for service has been settled, including any interest required. N.J.A.C. 14.3-3.5(b).

If the utility refunds a deposit in cash, the Company 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. 14.3-3.5(c).

When the Company refunds a deposit or pays a customer interest on a deposit, the Company shall offer the customer the option of a credit to the customer's account or a separate check. In either case, the Company 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 Company. N.J.A.C. 14.3-3.5(h).

- 3.7 Good credit is established when the customer pays bills within 30 days of receipt. This is only applicable to the deposit section and does not impair the Company's right to take collection action.

4. CUSTOMER'S PREMISES

- 4.1 (a) The Company may refuse to connect with any customer's installation when it is not in accordance with the standard terms and conditions of the Company furnishing service, which have been filed with the Board, and with the provisions of applicable all Federal, State, municipal and other regulations.

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- (b) When, because of its size or character, the customer installation desired to be connected to the facilities of the Company is so unusual as to adversely affect the adequacy of the service furnished to customers, present or prospective, the Company may require special provisions for the service in question or may refuse the same.
- 4.2 The Company shall have the right of reasonable access to the customer's premises, at all reasonable times, for the purpose of inspection incident to the rendering of service or repairing its facilities used in connection with supplying service, or for the removal of its property. N.J.A.C. 14:3-3.6(a).
- 4.3 The customer shall obtain or cause to be obtained, all permits, consents and certificates necessary to give the Company access to its facilities. N.J.A.C. 14:3-3.6(b).
- 4.4 Access to the Company's facilities shall not be given except to authorized employees of the Company or duly authorized governmental officials. The Company representative must display identification on the upper left torso. N.J.A.C. 14:3-3.6(c).
- 4.5 In case of defective service, the customer shall not tamper or interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately.
- 4.6 In any premises where an auxiliary sewage disposal is available, the customer shall be responsible for marking the pipes carrying sewage to the mains of the Company in some distinctive manner for ready identification.
- 4.7 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 by the customer of record, the Company will discontinue service. All bills shall be prorated upon establishment and termination of service.
- 4.8 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 within a reasonable time, the Company reserves the right to discontinue sewerage service after proper notice until such time as the leak is repaired. The restoration of service charge will be billed to the account.
- 4.9 Upon making service connections, the tapping of the main shall be done and the clean outs, the service line from main to curb and the connection to the collecting main and the service from the connecting main to the curb shall be furnished by the Company or its agent at its expense.

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5. METERS

The Company will provide sewer service to Non-Residential customers only where the water used on the premises is measured by a water meter except for those customers of the former United Water Vernon Sewage Inc. currently not metered and receiving service under Rate Schedules 2 and 3. For all other Non-Residential customers, both existing and new customers, the water so used shall be measured by a meter furnished, installed and maintained by the Company without charge at a location approved by the Company and the customer. Sewer charges for the metered Non-Residential customers shall be based on the volume of water supplied to the premises and measured by the water meter.

The water meter shall be governed by the Standard Terms and Conditions of the governing water Company, United Water New Jersey Inc., and in accordance with the N.J.A.C. The applicable rates and charges associated with the water meter contained in the United Water New Jersey tariff, Rate Schedule 6, shall apply.

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6. BILLS

- 6.1 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 change as the Board of Public Utilities or any other State regulatory body having jurisdiction may properly require, authorize or allow, in accord with applicable regulations. Customers have at least fifteen (15) days to pay a valid bill from the date of the bill. N.J.A.C. 14:3-3A.3(b). Bills may be paid in person or by mail at an address provided by the Company. Before discontinuing a customer's service for non-payment, the Company 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 15 days after the postmark of the outstanding bill. In the absence of a postmark, the burden of proving the date of mailing shall be upon the utility. N.J.A.C. 14:3-3A.3(b). The notice of discontinuance for nonpayment shall provide the customer with an additional period of at least 10 days to pay the outstanding past due bill. The 10 days shall begin on the postmark date of the notice of discontinuance. N.J.A.C. 14:3-3A.3(c).
- 6.2 Bills for service shall be rendered quarterly or monthly as determined by the Company and such decision will be maintained unless customers are notified in advance of any change in the frequency of bills for service. Bills shall be prorated upon establishment and termination of service. N.J.A.C. 14:3-7.4(a).
- 6.3 Bills for metered service shall show the meter reading at the beginning and end of the billing period, the dates on which the meter is read, the number and kind of units measured, identification of the applicable rate schedule, or if not shown, the bill will carry a statement to the effect that the applicable rate will be furnished upon request, the facilities charge, a notation indicating whether the meter reading was a customer reading, remote reading or estimated reading. N.J.A.C. 14:3-7.2.
- 6.4 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 sewerage service. N.J.A.C. 14:3-7.2.

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- 6.5 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.
- 6.6 A customer having two or more meters on the same premises will be charged the appropriate facilities charge for each meter.
- 6.7 A customer's responsibility to pay for sewerage service begins upon commencement of service and continues until service is discontinued. A customer wishing to discontinue service shall give notice to the Company. 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 Company, the customer shall be liable for service until the final reading of the meter is taken. In the case of unmetered service, the final date is the date the customer requests discontinuance. All final and initial bills shall be prorated upon establishment and termination of service. 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).
- 6.8 The Company shall annually notify all 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, the 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.
- 6.9 The Company may obtain a guarantee of payment from any third party. However, such guarantee will not relieve the customer of record the responsibility of paying such charges.
- 6.10 The Company may discontinue sewage service for non-payment of valid bills in accordance with the rules and regulations of the Board of Public Utilities. Service will be restored when payment is made or reasonable payments arrangements have been negotiated or if the Board so directs when a dispute is pending before it or if a medical emergency which would be aggravated by discontinuance of residential sewage service is known to exist.

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- 6.11 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 is restored to its original amount. N.J.A.C. 14:3-3.4.
- 6.12 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 in accordance with Rate Schedule No. 5.
- 6.13 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.

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- 6.14 The Company will offer residential customers not billed on a flat rate at least twice annually the option to pay their bill on a monthly budgeted basis via bill message or bill insert. N.J.A.C. 14:3-7.5(h). The budget plan 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 rolled into the next budget plan year, with the monthly budget amount adjusted accordingly. If the customer opts out of 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.

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7. DISCONTINUANCE OF SERVICE

7.1 The Company may, upon reasonable notice, when such notice can be reasonably given, suspend, curtail or discontinue sewerage 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:

- (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 notwithstanding 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 a valid bill due for service furnished at a 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 residence service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8, and service shall not be discontinued for non-payment of repair charges, merchandise charges and non-tariff contracted service charges between the customer and the utility, nor shall notice threatening such discontinuance be given. Additionally, as outlined in the introduction hereto, service shall not be terminated if the customer owing the debt enters into a mutually agreed upon and reasonable payment arrangement with the Company and adheres to the payment arrangement.
 - (2) Tampering with any facility of the utility.
 - (3) Fraudulent representation in relation to the use of service.
 - (4) Customer moving from the premises, unless the customer requests that service be continued.
 - (5) Providing a utility's service to others without approval of the utility.
 - (6) Failure to make or increase an advance payment or deposit as provided for in the regulations or in this Tariff.
 - (7) Refusal to contract for service where such contract is required.

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- (8) Connecting and operating in such manner as to produce disturbing effects on the service of the Company or other customers.
 - (9) Failure of the customer to comply with any reasonable standard terms and conditions contained in this Tariff.
 - (10) Where the condition of the customer's installation presents a hazard to life or property.
 - (11) Failure of customer to repair any faulty facility of the customer.
- (d) For refusal of reasonable access to 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(d).
- 7.2 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.
- 7.3 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, and Sundays or on the day before a holiday or on a holiday, absent such emergency. N.J.A.C. 14:3-3A.1(c).
- 7.4 Discontinuance of residential service for non-payment is prohibited if a medical emergency exists within the premises which would be aggravated by discontinuance of service and the customer gives reasonable proof of inability to pay. Discontinuance shall be prohibited for a period of up to two months when a customer submits a physician's statement in writing to the Company as to the existence of the emergency, its nature and probable duration, and that termination of service will aggravate the medical emergency N.J.A.C. 14:3-3A.2(i). Recertification by the physician as to continuance of the medical emergency shall be submitted to the Company after 30 days. However, at the

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end of such period of emergency, the customer shall still remain liable for payment of service(s) rendered, subject to the provisions of N.J.A.C. 14:3-7.6.

(a) The Board may extend the 60-day period for good cause. The customer shall request such an extension from 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).

(b) The Company may in its discretion delay discontinuance of residential service for non-payment prior to submission of the physician's statement required by this subsection when a medical emergency is known to exist.

7.5 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 evening 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(3).

7.6 Where a landlord-tenant relationship exists at residential premises being serviced, the Company, for the reasons set forth in Paragraph 7.1 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(c).

7.7 Sewerage service shall be restored within 12 hours upon proper application when:

(a) All of the conditions under which service was discontinued are corrected; and

(b) 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.

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8. GENERAL RULES

- 8.1 When the sewerage service 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 reasons shall be preceded by reasonable notice to all affected customers, and the work shall be planned so as to minimize customer inconvenience.
- 8.2 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.
- 8.3 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 presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.
- 8.4 Unless authorized by the Company, no person is permitted to tamper with, disconnect or remove, any meter without the consent of the Company. Any Remedies or penalties provided by law for any such action will be rigidly enforced.
- 8.5 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.
- 8.6 Resale by a customer, except by a duly authorized sewerage utility, of sewerage service supplied by the Company is prohibited.
- 8.7 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.

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- 8.8 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.
- 8.9 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.
- 9. SPECIAL REQUIREMENTS RELATING TO SEWER SERVICE
 - 9.1 Separate and independent service lines shall be installed for each customer when practicable.
 - 9.2 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, contaminated cooling water or polluted industrial process water.
 - 9.3 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 Company will consider the effect upon receiving sewers, as well as the conditions placed upon the Company by any local, state or federal regulations.
 - 9.4 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.

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- 9.5 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 and Sussex County Municipal Utilities Authority. 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.
- 9.6 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.
- 9.7 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, ashes, cinders, sand, mud, straw, metal shavings, glass, rags, feathers, tar, plastic, wood, paunch manure, hair fleshings, 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.
- 9.8 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 waste water as they deem necessary.
- 9.9 The Company will extend sewer 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.

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UNITED WATER SEWER SERVICES INC.

BPU NO. 3 – SEWER

Original Sheet No. 24

APPLICATION FOR SEWER SERVICE
UNITED WATER SEWER SERVICES INC.

MED ATLANTIC OPERATIONS
PO BOX 1190
115 Barry Drive North
HIGHLAND LAKES, NJ 07422
TEL 973-764-9708
FAX 973-764-9718
WWW.UNITEDWATER.COM



The acceptance of this application is subject to inspection of the premises to be supplied. It is agreed that sewer services will be furnished in accordance with the rules and regulations of the company as approved by the Board of Public Utility Commissioners of the State of New Jersey. Installation of this service is subject to the availability of an existing main in the street in front of the premises to be supplied.

(Please print)

United Water Sewer Services Inc
Application for Sewer Service

Form with fields for Customer Name, Service Location Address, Lot number, Block number, Municipality (PLAINSBORO), Email Address, Mailing address, Business address, Telephone, Closing Date, Type of construction, Square Footage, Circle type of waste to be discharged, and plumber information.

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RATE SCHEDULE NO. 1

GENERAL METERED SEWAGE SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection services by customers throughout the territory formerly served by the United Water Great Gorge Inc.

RATE:

Consumption Charge: \$6.74 per thousand gallons of water meter registration

Facilities Charge:

<u>Size of Meter</u>	<u>Per Quarter</u>
5/8-inch	\$ 82.38
3/4-inch	\$ 123.59
1-inch	\$ 205.97
1-1/2-inch	\$ 411.92
2-inch	\$ 659.07
3-inch	\$ 1,235.75
4-inch	\$ 2,059.58
6-inch	\$ 4,119.16

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

MINIMUM CHARGE:

Applicable Facilities Charge.

TERMS OF PAYMENT:

Bills for service furnished under this schedule will be rendered quarterly in the arrears and are due 15 days after the bill date.

PRORATION OF BILLS:

When requested by the customer of record, the Company will discontinue service within a reasonable time. All bills will be prorated upon establishment and termination of service.

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**RATE SCHEDULE NO. 2
EXEMPT SEWAGE TRANSMISSION SERVICE**

APPLICABILITY:

Applicable to the use of sewage transmission service by utilities exempt from Gross Receipts and Franchise Taxes throughout the territory formerly served by the United Water Vernon Sewage Inc.

RATE:

Capacity Charge: \$1221.48 per year per allocated capacity unit
(TGAL/DAY avg. projected flow in year 1991)

Transmission Charge: \$4.83 per thousand gallons of sewage pumped
through company mains

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

MINIMUM CHARGE:

Applicable Capacity Charge.

TERMS OF PAYMENT:

Bills for service furnished under this schedule will be rendered quarterly in the arrears and are due 15 days after the bill date.

PRORATION OF BILLS:

When requested by the customer of record, the Company will discontinue service within a reasonable time. All bills will be prorated upon establishment and termination of service.

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**RATE SCHEDULE NO. 3
NONEXEMPT SEWAGE TRANSMISSION SERVICE**

APPLICABILITY:

Applicable to the use of sewage transmission service by customers not exempt from Gross Receipts and Franchise Taxes throughout the territory formerly served by the United Water Vernon Sewage Inc.

RATE:

Capacity Charge: \$1334.04 per year per allocated capacity unit
(TGAL/DAY avg. projected flow in year 1991)

Transmission Charge: \$5.27 per thousand gallons of sewage pumped
through company mains

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

MINIMUM CHARGE:

Applicable Capacity Charge.

TERMS OF PAYMENT:

Bills for service furnished under this schedule will be rendered quarterly in the arrears and are due 15 days after the bill date.

PRORATION OF BILLS:

When requested by the customer of record, the Company will discontinue service within a reasonable time. All bills will be prorated upon establishment and termination of service.

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RATE SCHEDULE NO. 4

**PURCHASED WASTEWATER TREATMENT ADJUSTMENT CLAUSE (PSTAC)
CHARGES**

APPLICABILITY:

Applicable to all sewer service customer classes. The PSTAC charge is a surcharge designed to recover the cost of purchased wastewater treatment or disposal costs associated with the normal operations of the Company, and allow the Company to achieve a zero or near-zero deferred balance each July 31st on its purchased wastewater treatment or disposal costs. The PSTAC charge shall be calculated based on thousands of gallons of water consumed for general metered sewage service customers or based on thousands of gallons of sewage pumped through company mains for non-exempt and exempt sewage transmission service customers. The PSTAC charges will be included as part of the Customer's period bill.

RATE:

The PSTAC charge shall be calculated based on the formula below in accordance with N.J.A.C 14:9-7.7 (b)

$$\text{PSTAC per '000 GL} = [(\text{CPWC} - \text{BCPW} + \text{RCE} + \text{DC}) * \text{RCF}] / \text{BWT in '000 GL}$$

Where:

- CPWC Current Purchased Wastewater Costs
- BCPW Base Cost of Purchased Wastewater as approved in WR10100785
- RCE Rate Case Expenses
- DC Deferred Costs
- RCF Revenue Conversion Factor of 1.7173 as approved in WR10100785
- BWT Base Wastewater treatment or disposal (Thousand Gallons) as approved in WR10100785
- PSTAC Purchased Wastewater Adjustment Clause Charge.

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RATE SCHEDULE NO. 4 (Continued)

SURCHARGE:

Based on the Calculation above, the surcharge effective July 25, 2011 will be \$0.

YEAR -END TRUE UP FILING.

The Company shall make an annual PSTAC filing within 45 days after the end of the year covered by the PSTAC. The annual PSTAC filing shall be done in conjunction with the Company's petition for approval of an adjustment of its PSTAC for the following year. If the reconciliation of actual purchased wastewater costs versus estimated wastewater costs indicates that the Company recovered more or less than was necessary to reflect its cost of purchased wastewater treatment, the Company shall submit as part of its annual filing, the under or over recovery plus a calculation of the interest for the year in accordance with N.J.A.C 14:3-13. The Company shall adjust the PSTAC filing for the following year by the total amount.

TERMS OF PAYMENT

As provided for in Rate Schedule No.1, Rate Schedule No.2 and Rate Schedule No.3.

TERM

Continuous until sewer service to the customer is permanently discontinued.

CONDITIONS

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

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**RATE SCHEDULE NO. 5
MISCELLANEOUS SERVICE**

APPLICABILITY:

Applicable to the following classes of miscellaneous service throughout the entire territory.

CHARACTER OF SERVICE:

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

RESTORATION OF SERVICE CHARGE:

A charge for restoring sewer service to an existing customer after discontinuance due to non-payment of bills or violation of the Company's Tariff or at the request of the customer will be made as follows:

During normal business hours (8:00 a.m. to 4:30 p.m.)	\$ 49.00
During all other hours	\$ 64.00

No Charge will be made to a new customer.

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 \$5.00 plus any payments the company was required to pay its bank or other agency for handling such instrument.

TERMS OF PAYMENT:

Payment is due within 15 days after the bill date.

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