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APR 23 2019

RECEIVED BOARD OF PUBLIC UTILITIES
CASE MANAGEMENT TRENTON, NJ

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FORWARD
CASE MANAGEMENT

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BOARD OF PUBLIC UTILITIES
TRENTON, NJ

APR 23 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

April 22, 2019

Via Federal Express and email

Honorable Aida Camacho-Welch, Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue, Suite 314
P.O. Box 350
Trenton, NJ 08625-0350

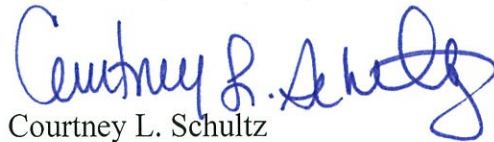
Re: IN THE MATTER OF THE PETITION OF VILLAGE UTILITY LLC FOR APPROVAL OF A MUNICIPAL CONSENT TO PROVIDE SEWERAGE SERVICE TO A PORTION OF THE TOWNSHIP OF SPARTA, FOR APPROVAL OF IMPLEMENTATION OF AN INITIAL TARRIF FOR WASTEWATER SERVICE WITHIN THE TOWNSHIP OF SPARTA, AND FOR OTHER REQUIRED APPROVALS
Docket No. WE18080926

Dear Secretary Camacho-Welch,

Pursuant to the Board's Order dated March 29, 2019, enclosed for filing please find the initial Wastewater Tariff submitted on behalf of Village Utility LLC ("Petitioner") in the above-referenced matter.

Please contact me if you have any questions. Thank you for your attention to this matter.

Respectfully submitted,


Courtney L. Schultz

Enclosures

cc: Per attached Certificate of Service

Case mgmt
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APR 23 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

SERVICE LIST

In the Matter of the Petition of Village Utility LLC for Approval of a
Municipal Consent to Provide Sewerage Service to a Portion of the
Township of Sparta, for Approval of Implementation of an Initial
Tariff for Wastewater Service Within The Township of Sparta,
And For Other Required Approvals

BPU Docket Number WE18080926

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BPU No. 1 - SEWER

VILLAGE UTILITY LLC
TARIFF
FOR SEWER SERVICE
APPLICABLE IN
SPARTA TOWNSHIP – SUSSEX COUNTY
NEW JERSEY

Issued: April 22, 2019

Effective: April 1, 2019

By: Owen Dykstra, President
334 Sparta Avenue, Suite B
Sparta, NJ 07871

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WE18080926
Dated March 29, 2019.

AN INTRODUCTION TO CUSTOMERS

The approved tariff located in the Company's office is available for your review. The Company is responsible to maintain its tariff with any changes approved by the Board of Public Utilities and must, by State law and regulations, maintain it in exactly the same format as the Company's tariff on file at the Board of Public Utilities, 44 South Clinton Ave., 3rd Floor, Suite 314, P.O. Box 350, Trenton, New Jersey 08625-0350.

If, after you review this tariff and discuss it with appropriate Company employees, you still have questions regarding clarification or interpretations, please contact the Board of Public Utilities, Division of Water and Wastewater, Bureau of Rates and Tariff Design, at 609-633-9800 or the Board's Division of Customer Relations at 1-800-624-0241 or 609-341-9188.

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

The Company also has available in its office a leaflet entitled "An Overview of Common Customer Complaints and Customer Rights". This is a summary of the most frequent customer complaints and rights. It does not include all customer rights or utility obligations.

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

AN OVERVIEW OF COMMON CUSTOMER COMPLAINTS AND CUSTOMER RIGHTS

- (1) No public utility shall refuse to furnish or supply service to a qualified application. (Board Order CX86602155).
- (2) The utility shall not place the name of a second individual on the account of a residential customer unless specifically requested by the second individual (N.J.A.C. 14:3-3.2).
- (3) Each utility shall, upon request, furnish its customers with such information as is reasonable in order that the customers may obtain safe, adequate, and proper service (N.J.A.C. 14:3-3.3(a)). Each utility shall inform its customers, where peculiar or unusual circumstances prevail, as to the conditions under which sufficient and satisfactory service may be secured from its system. (N.J.A.C. 14:3-3.3(c)). Each utility shall supply its customers with information on the

furnishing and performance of service in a manner that tends to conserve energy resources and preserve the quality of the environment (N.J.A.C. 14:3-3.3(d)).

(4) A utility must maintain records of customers' accounts for such billing period occurring within a six (6) year period. Such records shall contain all information necessary to permit computation of the bill. (N.J.A.C. 14:3-6.1(b)).

(5) Bills rendered must contain the following information (a) the number and kind of units measured; (d) identification of applicable rate schedule or a statement that the applicable rate schedule will be furnished on request; (b) the amount of the bill; and (c) the gross receipts and franchise tax statement. (N.J.A.C. 14:3-7.2).

DEPOSITS

(6) If after notice of the methods of establishing credit and being afforded an opportunity, a customer has not established satisfactory credit, the utility may require a deposit. Deposits shall be calculated in accordance with the Board's regulations. (N.J.A.C. 14:3-3.4(b)).

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

DEFERRED PAYMENT AGREEMENTS

(8) A residential customer is entitled to at least one deferred payment plan in one year. In the case of a residential customer who receives more than one utility service from the same utility (ex: water and sewer, gas and electric) and the amount which is in arrears is a combination of those services, the utility shall offer a separate deferred payment agreement for each service based on the outstanding balance for that service. The Company shall renegotiate the deferred payment agreement should the customer's financial situation change significantly. The Company must also issue a new discontinuance notice each time it intends to shut off service, including defaults on the terms of the agreement. In the case of a residential customer who receives more than one utility service from the same utility and has subsequently entered into an agreement for each separate service, default on one such payment agreement shall constitute grounds for discontinuance of only that service. (N.J.A.C. 14:3-7.7).

DISCONTINUANCE OF SERVICE

(9) A sewer utility shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute provided the disputed charges are paid and a request is made to the Board within five (5) business days for investigation of the disputed charge. The Company must advise the customer of their right to appeal to the Board of Public Utilities. (N.J.A.C. 14:3-7.6).

(10) A customer has twenty-five (25) days from the date of the postmark on the envelope in which the bill was transmitted, or the date the Bill was transmitted if transmitted electronically, to pay a bill. Sewerage service may be discontinued by the Company for non-payment, upon due notice given, where a 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)). Where payment is not received within twenty-five (25) days, the Company shall provide the Customer with at least ten (10) days' notice prior to discontinuance of service. The utility shall make a good faith effort to determine which of its residential customers are over 65 years of age, and shall make good faith efforts to notify such customers of discontinuance of service by telephone in addition to notice by regular mail. This effort may consist of an appropriate inquiry set forth on the notice informing customers that they may designate a third party to receive notice of discontinuance. Utilities shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party as well as to the customer of record. (N.J.A.C. 14:3-3A.3 – 14:3-3A.5).

(11) Public utilities 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, or Sundays, or on the day before a New Jersey State holiday or on a New Jersey State holiday absent such emergency.

(12) Where a landlord-tenant relationship is known to exist, a tenant of a single or two family dwelling shall be notified of a pending service discontinuance at least fifteen (15) days prior to the service being discontinued. (N.J.A.C. 14:3-3A.6).

(13) A customer has the right to have any complaint against the utility handled promptly by that utility. Board Order, (Docket Number C08602155).

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Issued: April 22, 2019

Effective: April 1, 2019

By: Owen Dykstra, President
334 Sparta Avenue, Suite B
Sparta, NJ 07871

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WE18080926
Dated March 29, 2019.

TERRITORY SERVED

County of Sussex

Block 16001: Lots 4, 89 and 91 (and parcels created therefrom), also known as the North Village at Sparta, in the Township of Sparta.

Issued: April 22, 2019

Effective: April 1, 2019

By: Owen Dykstra, President
334 Sparta Avenue, Suite B
Sparta, NJ 07871

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WE18080926
Dated March 29, 2019.

STANDARD TERMS AND CONDITIONS

Village Utility LLC (or the "Company") hereby adopts the regulations for Sewer Utilities promulgated by the Board of Public Utilities of the State of New Jersey ("BPU" or "Board"), which regulations are incorporated herein by reference thereto.

The Company shall own and maintain all house lateral connections from its mains to the curb box enclosing a "cleanout tee" installed by the Company near the sidewalk for each house lateral connection. The customer shall maintain the house lateral connection from the curb box into and on the premises of the customer.

Property owners wishing to connect their premises with the sewer line of the Company shall make application at the office of the Company and must agree to the terms, conditions and rates as set forth in this and subsequent tariffs of the Company.

Grease interceptors shall be provided by the customer, at customer's expense when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease or other ingredients harmful to the sewer system or sewage treatment plant or processes.

The size and type of each interceptor shall be determined according to maximum volume and rate of discharge, and each interceptor shall be approved by the Company. No wastes other than those requiring separation shall be discharged into any interceptor.

A grease interceptor or interceptors for major installations shall be mechanical devices which are not solely dependent upon employees, for maintenance and operation.

All interceptors shall be installed upon the lines of the customers in such a manner and location that they are accessible for inspection by the employees of the Company.

No fixture or fixtures shall be installed in the premises of a customer in a basement or at any other point, unless the trap of the fixture is at least 6 inches above the level of the manhole cover of the Company's main which is nearest to the connection to said customer's premises. This provision does not apply where adequate pumping facilities are installed on the premises. The Company may require the removal of any fixture which violates this provision and failure to remove such fixture within the time specified shall be cause for the Company to discontinue service and refuse further services until the offending fixture or fixtures are removed.

Water discharged from a garbage disposal unit shall be prohibited.

Issued: April 22, 2019

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334 Sparta Avenue, Suite B
Sparta, NJ 07871

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Dated March 29, 2019.

STANDARD TERMS AND CONDITIONS
(Continued)

The Company shall not be liable, whatever the cause, for any damage, resulting from a backing up of sewerage through open traps in fixtures located in basements or otherwise or from open joints in sewer lines located in basements or elsewhere, where such traps or lines are less than 6 inches above the level of the manhole cover of the Company's main which is nearest to the connection to the premises of the customer.

In accordance with the National Standard Plumbing Code adopted by the Uniform Construction Code of the State of New Jersey, no storm drainage system of a building shall be connected directly or indirectly to the sanitary drainage system. The Company adopts the above provision and prohibits the drainage of storm water into its collecting system.

All persons, whose premises are connected with the Company's sewerage system or otherwise discharging sewage wastes, water or other liquids either directly or indirectly into the sewerage system, shall be charged for such service according to the approved rates filed with the Board.

Sewerage service may be discontinued by the Company, upon reasonable notice, to the extent reasonably possible, for the following reasons (N.J.A.C. 14:3-3A.1(a)):

1. In order to make permanent or temporary repairs, changes or improvements in any part of the Company's system;
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
3. For any of the following acts or omissions on the part of the Customer:
 - Refusal of reasonable access to the Customer's premises;
 - Tampering with any facility of the Company;
 - Fraudulent representation in relation to use of service;
 - Providing the Company's service to others without approval of the Company;
 - Refusal to contract for service where such contract is required;
 - Connecting and operating in such a manner as to interfere with the service of the Company or other Customers;
 - Failure to comply with any reasonable standard terms and conditions contained in the Company's tariff;
 - Where the condition of the Customer's installation presents a hazard to life or property; or
 - Failure to repair any faulty facility of the Customer.

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Effective: April 1, 2019

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Sparta, NJ 07871

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WE18080926
Dated March 29, 2019.

STANDARD TERMS AND CONDITIONS
(Continued)

Sewerage service may be discontinued by the Company for non-payment, upon due notice given, where a 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)). Where payment is not received within twenty-five (25) days, the Company shall provide the Customer with at least ten (10) days' notice prior to discontinuance of service.

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

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 below, 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.

When a customer's service is discontinued for any of the above reasons, prior to reconnection the customer will be required to correct the conditions under which service was disconnected, to pay any delinquent amounts (or to enter into a deferred payment arrangement, if appropriate), and to pay the greater of (i) a reconnection charge in the amount of \$75.00, or (ii) the actual costs associated with the discontinuance and restoration of service.

For any payment returned by the Bank for insufficient funds, the customer will be charged an insufficient funds fee of \$35.00, in addition to the amount due

All notices herein of discontinuance shall be delivered to the owner by mail, addressed to the last address of the owner listed in the records of the Company or by telephone. On all notices of discontinuance to residential customers, there shall be included:

1. A statement that the utility is subject to the jurisdiction of the New Jersey Board of Public Utilities and the address and phone number of the Board. The telephone numbers of the Board to be indicated on such statement are (609) 341-9188 and (800) 624-0241 (toll free).
2. A statement that in the event the customer is either unable to make payment of a bill or wishes to contest a bill the customer should contact the utility. The notice shall contain information sufficient for the customer to make appropriate inquiry.
3. A statement that if the customer is presently unable to pay an outstanding bill, the customer may contact the utility to discuss the possibility of entering into a reasonable deferred payment agreement. In the case of a residential customer receiving more than one different service from the same utility, the statement shall state that deferred payment agreements are available separately for each utility service.

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STANDARD TERMS AND CONDITIONS
(Continued)

The utility shall make every reasonable attempt to determine when a landlord-tenant relationship exists at a residential premises being served. If such a relationship is known to exist, discontinuance of residential service is prohibited unless the utility has posted notice of discontinuance in the common areas of multiple family premises and has given the individual notice to occupants of single and two family dwellings and has offered the tenants continued service to be billed to the tenants, unless the utility demonstrates that such billing is not feasible. The continuation of service to a tenant shall not be discontinued upon payment by the tenant of any outstanding bills due upon the account of any other person.

The utility shall not be held to the requirements of this provision if the existence of a landlord-tenant relationship could not be reasonably ascertained.

The Company reserves the right subject to approval of the Board, to change, take from, or add to the foregoing rules, regulations, terms and conditions.

Issued: April 22, 2019

Effective: April 1, 2019

By: Owen Dykstra, President
334 Sparta Avenue, Suite B
Sparta, NJ 07871

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WE18080926
Dated March 29, 2019.

GENERAL PROVISIONS

Definition of Terms

The Company shall mean Village Utility LLC

The Company's lines shall mean its laterals, mains, manholes, and appurtenances.

Buildings shall include structures of all types which are directly or indirectly connected to the Company's lines.

Nature and Extent of Service

Sanitary sewerage service for all dwellings will be furnished to all customers at rates set forth in this Tariff.

Sanitary sewerage service for business, commercial and industrial buildings will be furnished at rates set forth in this Tariff, but only to the extent that the demand therefore will not interfere with the maintenance of adequate sanitary sewerage service to other customers of the Company.

Quarterly Charge for Sewerage Service

The quarterly charge for any residence, firm, public entity, or corporation situated within the service territory of the Company, having any connection with the Company's sewerage system, shall be a fixed charge based on the number of Equivalent Dwelling Units (EDU) billed in accordance with Rate Schedule No. 1 contained in this Tariff.

Billing

Quarterly bills for sewerage service will be billed in advance in accordance with the billing cycle.

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

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Dated March 29, 2019.

Payment for Sewerage Service

Bills for service furnished under this schedule will be rendered quarterly in advance and are due twenty five (25) days from the date of the postmark on the envelope in which the bill was transmitted or the date the Bill was transmitted if transmitted electronically. Accounts will be considered delinquent when payment for the full amount is not received within twenty five (25) days of the postmark date or the date the Bill was transmitted if transmitted electronically.

Requests for Discontinuance of Service

Customers wishing to discontinue service must give notice to the Company to that effect. Where such notice is not received by the Company, the customer shall remain liable for quarterly charges until such notice is received.

Customers who properly notify the Company during a billing cycle will be given a prorated credit or rebate based on the number of days remaining in the billing cycle after the desired discontinuance date.

Customer Deposits

1. The Company reserves the right to require a deposit. The amount of said deposit shall be calculated in accordance with N.J.A.C. 14:3-3.4(b).

2. (a) Upon customer closing of an account the balance of any deposit remaining after the closing bill for service has been settled shall be returned promptly to the depositor with interest due.

(b) The Company shall review a residential customer's account at least once every year and a non-residential customer's account at least once every two years and if such review indicates that the customer has established credit satisfactory to the Company, then the outstanding deposit shall be refunded to the customer. The Company shall afford its customers the option of having the deposit refund applied to the customer's account in the form of a credit or of having the deposit refunded by separate check in a period not to exceed one billing cycle. Good credit is established when the bills have been consistently paid within twenty five (25) days from the date of the postmark on the envelope in which the bill was transmitted or the date the Bill was transmitted if transmitted electronically.

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(c) Simple interest at a rate equal to the average yields on new six month treasury bills for the 12-month period ending each September 30 shall be paid by the Company on all deposits held by it, provided the deposit has remained with the utility for at least three months. Said rate, which shall be rounded up or down to the nearest half percent, shall become effective on January 1 of the following year. The Board shall perform the annual calculation to determine the applicable interest rate and shall notify the affected public utilities of said rate.

- (i) The interest based upon the average yields on new six month treasury bills shall be applied to all deposits received by the public utility on and after January 1, 2019.
- (ii) Interest payments shall be made at least once during each 12 month period in which a deposit is held and shall take the form of credits on bills toward utility service rendered or to be rendered. The effect of this subsection shall be limited to those deposits, if any, held by the Company to secure residential accounts.

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LIMITATIONS ON WASTEWATER DISCHARGES

No person shall discharge directly or indirectly into the system, any wastewater the characteristics of which do not conform to the concentration limits prescribed herein, or to discharge into the system any toxic substances or any other objectionable material or substances as specified in this schedule.

No person shall discharge or permit the discharge or infiltration into the system any of the following:

1. Any liquid having a temperature higher than 150 degrees (65 degrees C).
2. Any liquid containing fat, wax, grease or oils, whether emulsified or not, in excess of 100 mg/1 or containing substances which may solidify or become viscous at temperatures between 32 degrees F and 150 degrees F (0 degrees and 65 degrees C).
3. Any water or wastes that contain hydrogen sulfide in sufficient quantity to cause damage or excessive odor within the wastewater treatment system.
4. Any residue from petroleum storage, refining or processing fuel or lubrication oil, gasoline, naphtha, benzene, or other explosive or inflammable liquids, solids, or gases in such concentrations which would cause or potentially cause an explosive, flammable, or other hazardous condition.
5. Any solid or viscous substance in quantities or of such size, capable of causing obstruction to the flow in sewers such as, but not limited to, mud, straw, metal, rags, non-woven fabrics, glass, tar, plastics, wood and shavings.
6. Wastes which will interfere with the proper operation of the treatment plant and/or the collection and conveyance system.
7. No rain water, ground water or storm drainage system of any building. No sump pump, pump or syphon for discharge of ground water or draining of a swimming pool may be connected directly or indirectly to the Company's sewer system. No water discharged from a garbage disposal.

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8. Any pollutant that will cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities, but in no case discharges having a pH lower than 5.0 Standard Units or greater than 9.0 Standard Units.
9. Any waste containing noxious or malodorous solids, liquids or gases, which, either single or by interaction with any other wastes, are capable of creating a public nuisance or hazard to life, or are or may be sufficient to prevent entry into a sewer for its maintenance and repair.
10. Any water or waste containing toxins or pollutants in sufficient quantity and/or concentration to cause injury, damage or hazard to personnel, structures or equipment, or interference with the Wastewater Treatment System or any portion of the liquid or solids treatment or handling processes, or that will pass through the wastewater treatment system in such condition that it will not achieve state, federal or other existing requirements for the effluent or for the receiving waters.
11. Customers shall not allow discharge to the Company's sewer system from leaking pipes and/or toilets.

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Dated March 29, 2019.

RATE SCHEDULE 1

GENERAL FIXED RATE SERVICE

APPLICABILITY:

Applicable for general flat rate residential, commercial, and industrial wastewater service to customers served by the Company.

CHARACTER OF SERVICE:

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

RATE:

All wastewater service customers shall pay a fixed charge as indicated below, based on the number of Equivalent Dwelling Units (EDU) assigned to the customer.

FIXED CHARGE
GENERAL WASTEWATER CUSTOMERS

Quarterly (for each EDU) \$425.00

EQUIVALENT DWELLING UNITS (EDU)

An EDU represents the annual volume of wastewater contributed to the sewer system and is equivalent to approximately 82.125 thousand gallons per year.

Single family homes and townhomes = 1 EDU

The number of EDUs for all other customers will be calculated based on the estimated annual volume of wastewater contributed to the sewer system divided by 82.125 thousand gallons per year.

The Company may calculate the number of EDUs based on the actual annual water consumption of the previous year divided by 82.125 thousand gallons. The volume of wastewater used is assumed to equal water meter registration.

TERMS OF PAYMENT

Valid bills for wastewater service furnished under this schedule will be rendered quarterly in advance and are due twenty-five (25) days from the date of the postmark on the envelope in which the bill was transmitted, or the date the bill was transmitted if transmitted electronically.

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

Issued: April 22, 2019

Effective: April 1, 2019

By: Owen Dykstra, President
334 Sparta Avenue, Suite B
Sparta, NJ 07871

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