



Agenda Date: 12/15/21
Agenda Item: 5A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE PETITION OF THE)	ORDER ADOPTING INITIAL
ATLANTIC CITY SEWERAGE COMPANY FOR)	DECISION/SETTLEMENT
APPROVAL TO INCREASE TARIFF RATES AND)	
CHARGES FOR SEWERAGE SERVICE AND OTHER)	DOCKET NO. WR21071006
TARIFF CHANGES)	OAL DOCKET NO. PUC 06672-20

Parties of Record:

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel
Courtney L. Schultz, Esq., Saul Ewing Arnstein & Lehr, LLP, on behalf of Atlantic City Sewerage Company

BY THE BOARD:

On July 23, 2021, Atlantic City Sewerage Company (“ACSC”, “Company” or “Petitioner”), a public utility company of the State of New Jersey, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, filed a petition with the New Jersey Board of Public Utilities (“Board”) seeking to increase its base tariff rates for sewerage service, to establish fees and make various changes to its tariff language. Specifically, the Company requested the following relief: to increase rates by approximately \$2,553,770 or 11.9% above the annual level of revenues for the test year ending November 30, 2021, and to make certain identified tariff changes.

According to ACSC, the need for base rate relief is primarily driven by increases in the Company’s operating expenses and needed capital improvements, as well as the continued loss of revenue from the hotel/casino class of customers, which class made up approximately 45% of ACSC’s revenues in 2020.

ACSC provides wastewater service to approximately 7,600 customers within the City of Atlantic City, Atlantic County, New Jersey. The Petitioner does not treat any sewage. The Petitioner purchases its wastewater treatment from the Atlantic County Utilities Authority (“ACUA”). The Petitioner does not meter wastewater flows, but bills its customers on the basis of water usage.

ACSC's previous base rate case concluded in March 2017, which rates were reduced as a result of the implementation of the tax savings obtained as a result of the 2017 Tax Cuts and Jobs Act.¹ ACSC's current Purchased Sewerage Treatment Adjustment Clause ("PSTAC") is currently pending before the Board in Docket NO. WR21091128. ACSC's previous PSTAC became effective on February 1, 2021.²

By this Order, the Board considers the Initial Decision recommending adoption of the Stipulation of Settlement ("Stipulation") executed by the Company, Board Staff, the New Jersey Division of Rate Counsel(collectively, "Parties"), agreeing to an overall increase in revenues totaling \$1,750,000 representing a 8.2% increase over total present water and wastewater sales revenues of \$21,430,953.³

BACKGROUND/PROCEDURAL HISTORY

On August 5, 2021, the Board transmitted the Company's base rate request to the Office of Administrative Law ("OAL") for hearing as a contested case, and the matter was assigned to the Administrative Law Judge ("ALJ") Jacob S. Gertsman.

By an Order dated August 18, 2021, the Board suspended rates until December 18, 2021, the implementation of changes the Company sought to make to its tariff. By way of a second suspension Order issued on December 1, 2021, the proposed rate increase was further suspended until April 1, 2022. A telephone Pre-Hearing Conference was convened by ALJ Gertsman on September 1, 2021, and a procedural schedule was agreed to by the Parties and submitted to ALJ Gertsman.

Extensive discovery was exchanged between the Parties, with the Company providing responses to data requests. After proper notice, two (2) virtual public comment hearings were held: one on the afternoon of October 20, 2021, and a second on the evening of the same day. No one from the public was in attendance. The virtual public comment hearings were transcribed and made a part of the record of this proceeding.

Several settlement discussions were held after notice to all parties. As a result of these discussions, the Parties executed the Stipulation resolving all issues in this proceeding.

ALJ Gertsman issued his Initial Decision recommending that the Board adopt the Stipulation.

¹I/M/O the New Jersey Board of Public Utilities' Consideration of the Tax Cuts and Jobs Act of 2017 and I/M/O the Atlantic City Sewerage Company's Petition with Calculation of Rates Under the Tax Cuts and Jobs Act of 2017, Docket Nos. AX1801001 and WR18030234 (Order dated February 27, 2019).

²I/M/O the Petition of the Atlantic City Sewerage Company to Increase the Level of its Purchased Sewerage Treatment Adjustment Clause, BPU Docket No. WR20090617and OAL Docket No. PUC 10007-2020 S (Order dated January 7, 2021).

³ There were no interveners in this matter.

STIPULATION OF SETTLEMENT

The Stipulation provides:⁴

1. The Parties stipulate that a revenue increase for the Company of \$1,750,000 is an appropriate resolution of this matter and is a just and reasonable level (as set out in Exhibit A of the Stipulation, proof of revenues) for sewerage service.
2. The Parties agree that, for the purposes of resolving this proceeding only, the Company shall have an authorized overall rate of return of 7.210%, which is based on the capital structure consisting of 45% long term debt with a cost rate of 3.80%, and 55% common equity with a cost rate of 9.60%.
3. The Parties further agree to a rate base balance of \$48,649,000.
4. The Parties acknowledge that the stipulated revenue increase reflects consideration of a consolidated income tax adjustment.
5. The Parties agree and recommend that the Stipulation shall be presented to the Board for approval at a December 2021 public agenda meeting. Each Party understands that a Board order adopting the Stipulation will become effective upon the service of said Board order, or upon such date after the service thereof as the Board may specify, in accordance with N.J.S.A. 48:2-40.
6. The Parties agree and recommend that the attached tariff pages, included as Exhibit B of the Stipulation, implementing the terms of the Stipulation and effective January 1, 2022, should be adopted by the Board in their entirety. Final tariff pages implementing these rates will be submitted upon Board approval of the Stipulation.
7. Based on the rate design in Exhibit A (proof of revenues) of the Stipulation, the base rate increase in the amount of \$1.75 million represents an 8.2% increase above present annual revenues of \$21,430,953. The revenue requirement of \$23,180,953 will be derived as follows: (i) \$11,354,792 from fixed service charges, and (ii) \$11,826,045 in volumetric charges, which includes and is based on a Collection Charge of \$9.098 per MCF and a Treatment Charge of \$26.125 per MCF. The Treatment Charge is also under review in BPU Docket No. WR21091128. Accordingly, the Company will continue to provide safe, adequate and proper service to its customers.
8. Under the terms of the Stipulation, the actual impact on customers will depend upon the meter size utilized by the customers. See Exhibit A of the Stipulation for a schedule demonstrating the net effect of the Stipulation on each of ACSC's customer classes.

⁴Although summarized in this Order, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusion in this Order.

DISCUSSION AND FINDINGS

The Board is mindful of the impact any rate increase has on its customers. However, the Board has been given broad authority in the general supervision, regulation of and control over public utilities. N.J.S.A. 48:2-13. The Legislature has delegated its power over the activities of public utilities and has vested the Board with broad discretion in the exercise of that authority. See, e.g., In re Public Service Elec. and Gas Company's Rate Unbundling, Stranded Costs and Restructuring Filings, 167 N.J. 377 (2001). In exercising its authority to set just and reasonable rates as mandated by N.J.S.A. 48:2-21, the Board carries out a legislative function which requires the use of its expertise in a manner that is sufficiently flexible to be responsive to changing conditions, and which balances complex and competing interests. Ibid. In reaching this decision, the Board must balance the needs of the ratepayer to receive safe, adequate, and proper service at reasonable rates, while allowing the utility the opportunity to earn a fair rate of return. See, e.g., FPC v. Hope Natural Gas, 320 U.S. 591, 64 S. Ct. 281, 88 L. Ed. 333 (1944); N.J.S.A. 48:2-21 and N.J.S.A. 48:3-1. Therefore, having reviewed the record in this matter, including ALJ Gertsman's Initial Decision and the Stipulation, the Board **FINDS** that the Parties have voluntarily agreed to the Stipulation, and that the Stipulation fully disposes of all issues in this proceeding and is consistent with the law. Based on the foregoing, the Board **FINDS** the Initial Decision, which adopts the Stipulation to be reasonable, in the public interest, and in accordance with the law. Therefore, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation, attached hereto, including all attachments and schedules, as its own, incorporating by reference the terms and conditions of the Stipulation, as if they were fully set forth at length herein, subject to the following:

- a. The tariff sheets attached to the Stipulation containing rates and charges conforming to the Stipulation and designed to produce the additional revenues to which the Parties have stipulated herein are; and
- b. The stipulated increase and the tariff design allocations for each customer classification are **HEREBY ACCEPTED**.

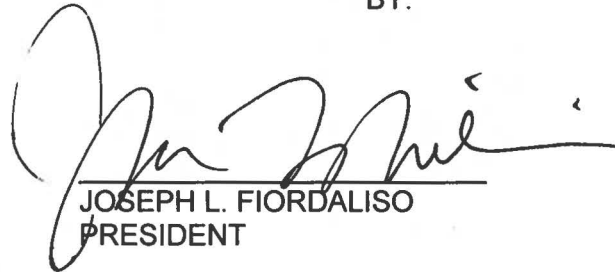
Based upon the forgoing, the Board **HEREBY APPROVES** an overall increase in revenues in the amount of \$1,750,000 representing an 8.2% increase over total present wastewater sales revenues. The typical 5/8" residential customer bill will increase annually by \$45.40 or 7.95%.

The Board **HEREBY ORDERS** the Company to submit complete revised tariffs conforming to the terms and conditions of the Stipulation and this Order within five (5) days from the date of this Order.

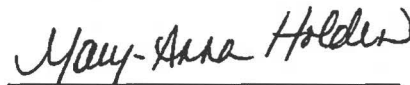
This Order is effective on December 22, 2021.

DATED: December 15, 2021

BOARD OF PUBLIC UTILITIES
BY:



JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER



UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

IN THE MATTER OF THE PETITION OF THE ATLANTIC CITY SEWERAGE COMPANY FOR
APPROVAL TO INCREASE ITS TARIFF RATES AND CHARGES FOR SEWERAGE SERVICE
AND OTHER TARIFF CHANGES

DOCKET NO. WR21071006
OAL DOCKET NO. PUC 06672-2021S

SERVICE LIST

<p>ACSC Courtney L. Schultz, Esq. Saul Ewing Arnstein & Lehr LLP Centre Square West 1500 Market Street Philadelphia, PA 19102-2186 courtney.schultz@saul.com</p> <p>Atlantic City Sewerage Company 1200 Atlantic Avenue, Suite 300 Atlantic City, NJ 08401</p> <p>Wendy E. Stewart, President wstewart@acsewage.com</p> <p>Carl Cordek, Chair of the Board cordekc@aol.com</p> <p>New Jersey Division of Rate Counsel 140 East Front Street, 4th Floor Post Office Box 003 Trenton, NJ 08625-0003</p> <p>Brian O. Lipman, Esq., Director blipman@rpa.nj.gov</p> <p>Susan McClure, Esq. smcclure@rpa.nj.gov</p> <p>Emily Smithman, Esq. esmithman@rpa.nj.gov</p> <p>New Jersey Department of Law and Public Safety Richard J. Hughes Justice Complex Public Utilities Section 25 Market Street, P.O. Box 112 Trenton, NJ 08625</p> <p>Pamela L. Owen, DAG Assistant Section Chief pamela.owen@law.njoag.gov</p>	<p>Board of Public Utilities 44 South Clinton Avenue, 1st Floor Post Office Box 350 Trenton, NJ 08625-0350</p> <p>Aida Camacho-Welch, Secretary board.secretary@bpu.nj.gov</p> <p>Division of Water Michael Kammer, Director mike.kammer@bpu.nj.gov</p> <p>Justin Cederberg justin.cederberg@bpu.nj.gov</p> <p>Rupal Patel rupal.patel@bpu.nj.gov</p> <p>Office of the Economist Benjamin Witherell, Chief Economist benjamin.witherell@bpu.nj.gov</p> <p>Counsel's Office Suzanne Patnaude, Esq. suzanne.patnaude@bpu.nj.gov</p>
---	---

Brandon Simmons, DAG
brandon.simmons@law.njoag.gov

Meliha Arnautovic, DAG
meliha.arnautovic@law.njoag.gov

Steven Chaplar, DAG
steven.chaplar@law.njoag.gov

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

IN THE MATTER OF THE PETITION OF	:	BPU DOCKET NO. WR21071006
THE ATLANTIC CITY SEWERAGE	:	OAL DOCKET NO. PUC06672-2021S
COMPANY FOR APPROVAL OF AN	:	
INCREASE IN RATES FOR SEWERAGE	:	STIPULATION OF SETTLEMENT
SERVICE AND OTHER TARIFF CHANGES	:	

APPEARANCES:

Courtney L. Schultz, Esq. & Stephen B. Genzer, Esq., Saul Ewing Arnstein & Lehr LLP, on behalf of the Petitioner, Atlantic City Sewerage Company

Brian O. Lipman, Director, and Susan E. McClure, Assistant Deputy Rate Counsel, on behalf of the Division of Rate Counsel

Meliha Arnautovic, Deputy Attorney General, (Andrew Bruck, Acting Attorney General of New Jersey), on behalf of the Staff of the New Jersey Board of Public Utilities

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

The Parties to this proceeding are as follows: Atlantic City Sewerage Company (“ACSC”, the “Company” or “Petitioner”), the Division of Rate Counsel (“Rate Counsel”), and the Staff of the Board of Public Utilities (“Board Staff” or “Staff”). As a result of an analysis of Petitioner’s pre-filed testimony and exhibits, extensive discovery, and two public comment hearings held virtually on October 20, 2021 (at 4:30 pm and 5:30 pm), the Company, Board Staff and Rate Counsel (collectively, the “Parties”) have come to an agreement on the issues in dispute in this matter. The Parties hereto agree and stipulate as follows:

Procedural History

On July 23, 2021, Petitioner, a public utility company of the State of New Jersey, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, filed a petition with the New Jersey Board of Public Utilities (“BPU” or the “Board”) seeking to increase its base tariff rates for sewerage service, to

establish fees and make various changes to its tariff language.

Specifically, the Company requested the following relief: to increase rates by approximately \$2,553,770 (or 11.9%) above the annual level of revenues for the test year ending November 30, 2021, and to make certain identified tariff changes. The need for base rate relief is primarily driven by increases in the Company's operating expenses and needed capital improvements, as well as the continued loss of revenue from the hotel/casino class of customers, which class made up approximately 45% of ACSC's revenues in 2020.

On August 5, 2021, the Board transmitted the Company's base rate request to the Office of Administrative Law ("OAL") for hearing as a contested case, and the matter was assigned to the Administrative Law Judge ("ALJ") Jacob S. Gertsman. By an Order dated August 18, 2021, the Board suspended until December 18, 2021, the implementation of changes the Company sought to make to its tariff. A telephone Pre-Hearing Conference was convened by ALJ Gertsman on September 1, 2021, and a procedural schedule was agreed to by the Parties and submitted to ALJ Gertsman.

Extensive discovery was conducted by the Parties with the Company providing responses to hundreds of data requests. After proper notice, two virtual public comment hearings were held: one on the afternoon of October 20, 2021, and a second on the evening of the same day. No one from the public was in attendance. The virtual public comment hearings were transcribed and made a part of the record of this proceeding.

Settlement discussions were held, and the agreements reached during those discussions have resulted in the following Stipulation of Settlement ("Stipulation") agreed to by the Parties:

1. The Parties stipulate that a revenue increase for the Company of \$1,750,000 is an appropriate resolution of this matter and is a just and reasonable level (as set out in **Exhibit A**, proof of revenues) for sewerage service.

2. The Parties agree that, for the purposes of resolving this proceeding only, the Company shall have an authorized overall rate of return of 7.210%, which is based on the capital structure consisting of 45% long term debt with a cost rate of 3.80%, and 55% common equity with a cost rate of 9.60%.

3. The Parties further agree to a rate base balance of \$48,649,000.

4. The Parties acknowledge that the stipulated revenue increase reflects consideration of a consolidated income tax adjustment.

5. The Parties agree and recommend that this Stipulation shall be presented to the Board for approval at a December 2021 public agenda meeting. Each Party understands that a Board order adopting this Stipulation will become effective upon the service of said Board order, or upon such date after the service thereof as the Board may specify, in accordance with N.J.S.A. 48:2-40.

6. The Parties agree and recommend that the attached tariff pages, included as **Exhibit B**, implementing the terms of this Stipulation and effective January 1, 2022, should be adopted by the Board in their entirety. Final tariff pages implementing these rates will be submitted upon Board approval of this Stipulation.

7. Based on the rate design in **Exhibit A** (proof of revenues), the base rate increase in the amount of \$1.75 million represents an 8.2% increase above present annual revenues of \$21,430,953. The revenue requirement of \$23,180,953 will be derived as follows: (i) \$11,354,792 from fixed service charges, and (ii) \$11,826,045 in volumetric charges, which includes and is

based on a Collection Charge of \$9.098 per MCF and a Treatment Charge of \$26.125 per MCF. The Treatment Charge is also under review in BPU Docket No. WR21091128. Accordingly, the Company will continue to provide safe, adequate and proper service to its customers.


8. Under the terms of this Stipulation, the actual impact on customers will depend upon the meter size utilized by the customers. See **Exhibit A** for a schedule demonstrating the net effect of this Stipulation on each of ACSC's customer classes.

9. This Stipulation is the product of extensive negotiations by the Parties, and it is an express condition of the settlement embodied by this Stipulation that it be presented to the Board in its entirety without modification or condition. It is also the intent of the Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Parties to this Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from the order adopting same as to those issues upon which the Parties have stipulated herein. The Parties agree that the within Stipulation reflects a mutual balancing of various issues and positions and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Parties hereto expressly and jointly state that they would not have signed this Stipulation had any terms been modified in any way. In the event any particular aspect of this Stipulation is not accepted and approved by the Board, then any Party hereto materially affected thereby shall not be bound to proceed under this Stipulation. The Parties further agree that the purpose of this Stipulation is to reach fair and reasonable rates, with any compromises being made in the spirit of reaching an agreement. None of the Parties shall be prohibited from or prejudiced in arguing a different policy or position before the Board in any other proceeding, as such agreements pertain only to this matter and to no other matter.

10. This Stipulation may be executed in as many counterparts as there are Parties of this Stipulation, each of which counterparts shall be an original, but all of which shall constitute one and the same instrument.

ATLANTIC CITY SEWERAGE COMPANY

Date: November 15, 2021



By: SAUL EWING ARNSTEIN & LEHR LLP
Courtney L. Schultz, Esq.
Attorney for Petitioner

ANDREW BRUCK
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the Staff of the
New Jersey Board of Public Utilities

November 17, 2021
Date

By: Meliha Arnautovic, DAG
Meliha Arnautovic
Deputy Attorney General

BRIAN O. LIPMAN, ESQ.
DIRECTOR – RATE COUNSEL

November 18, 2021
Date

By: Susan E. McClure
Susan E. McClure, Esq.
Assistant Deputy Rate Counsel

EXHIBIT A

THE ATLANTIC CITY SEWERAGE COMPANY

APPLICATION OF SETTLEMENT RATES TO PRO FORMA METER BILLING UNITS AND WATER VOLUME
AS OF NOVEMBER 30, 2021

Meter Size (1)	Meter Billing Units (2)	Annual Fixed Charge (3)	Fixed Charge Revenues (4)=(2)x(3)	Water Volume, (MCF) (5)	Volumetric Charge @ \$35.223 Per MCF* (6)	Total Settlement Annual Revenues (7)=(4)+(6)	Total Present Annual Revenues (8)	Increase	
								Amount (9)	Percent (10)
5/8	5,500	\$ 289.10	\$ 1,590,050	46,054.5	\$ 1,622,178	\$ 3,212,228	\$ 2,968,195	\$ 244,033	8.2%
3/4	1,249	\$ 501.90	626,873	17,436.0	614,148	1,241,021	1,145,656	95,365	8.3%
1	418	\$ 1,477.30	617,511	17,042.6	600,291	1,217,802	1,123,989	93,813	8.3%
1-1/2	117	\$ 3,642.00	426,114	11,618.9	409,253	835,367	770,790	64,577	8.4%
2	160	\$ 7,220.40	1,155,264	22,488.2	792,102	1,947,366	1,782,247	165,119	9.3%
3	56	\$ 17,590.00	985,040	19,871.2	699,923	1,684,963	1,543,406	141,557	9.2%
4	47	\$ 36,995.00	1,738,765	60,735.5	2,139,287	3,878,052	3,599,787	278,265	7.7%
6	27	\$ 119,595.00	3,229,065	114,253.2	4,024,340	7,253,405	6,734,995	518,410	7.7%
8	4	\$ 175,869.00	703,476	26,247.7	924,523	1,627,999	1,513,559	114,440	7.6%
10	1	\$ 282,633.00	282,633	-	-	282,633	248,329	34,304	13.8%
Rounding						117	117	117	
Total	<u>7,579</u>		<u>\$ 11,354,792</u>	<u>335,747.8</u>	<u>\$ 11,826,045</u>	<u>\$ 23,180,953</u>	<u>\$ 21,430,953</u>	<u>\$ 1,750,000</u>	8.2%

* Includes Collection Charge of
and Treatment Charge of

\$ 9.098
26.125
\$ 35.223

EXHIBIT B

TARIFF
FOR
SEWERAGE SERVICE

Applicable In
THE CITY OF ATLANTIC CITY
NEW JERSEY

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

Filed Pursuant to Decision and Order of the Board of Public Utilities in Docket No. WR21071006, dated December 15, 2021.

TABLE OF CONTENTS

	<u>Sheet No.</u>
TITLE PAGE	1
Section 1. Territory Served.....	3
Section 2. Definition of Terms	3
Section 3. General Rules and Information.....	4
Section 4. Billing, Deposits, Fees and Charges	5, 6 & 7
Section 5. Deferred Payment Arrangements.....	7
Section 6. Discontinuance of Service	8, 9 & 10
Section 7. Connections, Interceptors and Fixtures.....	11 & 12
Section 8. Nature and Extent of Service	13
Section 9. Wastewater Discharge Requirements	13
Section 10. Annual Charges For Sewerage Service.....	14
Section 11. Special Provisions Relating to Water Usage.....	14, 15 & 16
Schedule of Annual Rates	17 & 18

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

Filed Pursuant to Decision and Order of the Board of Public Utilities in Docket No. WR21071006, dated December 15, 2021.

TERMS AND CONDITIONS OF SERVICE

Section 1. Territory Served

1.1 The territory served is comprised of the City of Atlantic City which is in the County of Atlantic, in the State of New Jersey.

Section 2. Definition of Terms

2.1 The ACMUA shall mean the Atlantic City Municipal Utilities Authority.

2.2 The Company shall mean The Atlantic City Sewerage Company.

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

2.4 BPU or Board shall mean the New Jersey Board of Public Utilities.

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

2.6 Deferred Payment Arrangement ("DPA") shall mean a payment agreement which may be offered by the Company to a customer upon request, as appropriate and in accordance with the Board's regulations.

2.7 Nonresidential Service shall mean sewerage service supplied to a commercial or industrial building, including but not limited to a casino, hotel or motel, or to any customer who purchases sewerage service from the Company for the purpose of resale.

2.8 Residential Customer shall mean a natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or any adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential utility service is requested.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

Filed Pursuant to Decision and Order of the Board of Public Utilities in Docket No. WR21071006, dated December 15, 2021.

TERMS AND CONDITIONS OF SERVICE

Section 3. General Rules and Information

- 3.1 The Atlantic City Sewerage Company hereby adopts Regulations for Sewer utilities promulgated by the Board, which Regulations are incorporated herein by reference thereto. The Board is responsible for the final interpretation and enforcement of a utility’s Tariff provisions and rates. The utility is bound by New Jersey’s 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 Board. A utility company may provide for more liberal treatment than that provided for in the Board’s Regulations. (N.J.A.C. 14:3-1.3(i)).
- 3.2 The Company reserves the right, subject to approval of the Board, to change, take from, or add to the rules, regulations, terms and conditions as set forth herein.
- 3.3 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/>.
- 3.4 A copy of this Board-approved tariff is available for public inspection both at the Company’s office and at the Board, 44 South Clinton Avenue, Trenton, N.J. A copy is also available on the Company’s website, www.acsewerage.com. 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’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.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

Filed Pursuant to Decision and Order of the Board of Public Utilities in Docket No. WR21071006, dated December 15, 2021.

TERMS AND CONDITIONS OF SERVICE

Section 4. Billing, Deposits, Fees and Charges

4.1 Billing.

- (a) 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)).
- (b) All customers connected with the Company's sewerage system shall be billed in accordance with the Schedule of Sewer Rates contained in this tariff and approved by the Board.
- (c) 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)).
- (d) Annual bills for sewerage service shall be rendered on a cycle billing basis (identified as the Billing Year) for all customers beginning in January and each month thereafter through August of each year based on the quantity of water estimated to be used during the year. A billing adjustment for any difference between actual and estimated usage will be made the following year in the corresponding billing cycle.
- (e) Billing Year. The Billing Year shall be that twelve-month period which the Company designates for the purpose of billing, the beginning date of which shall be the first day of the month between the months of January and August, inclusive, nearest to but after the date of commencement of service to the property. Customers initiating service from September through December will be placed into the January billing cycle and a prorated bill will be rendered for the period from the date of the establishment of service through December 31.
- (f) Payment for Sewerage Services. All charges for sewerage service shown in the bill are payable in advance for the twelve (12) month period commencing on the first day of the appropriate Billing Year. The customer may pay one-half (1/2) of the total charges within 30 days of the day the bill is rendered and the remaining one-half (1/2) within six months of the date the bill is rendered. Accounts will be considered delinquent when payment of at least one-half (1/2) of the total charges is not received within thirty (30) days of the date the bill is rendered. The second, payment is considered delinquent if not received six months after the bill is rendered.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Billing, Deposits, Fees and Charges (Continued)

4.2 Deposits.

- (a) 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.
- (b) 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 as set forth in this tariff, or after service has been discontinued for non-payment. (N.J.A.C. 14:3-3.4)
- (c) Deposits shall be calculated in accordance with the Board's regulations. (N.J.A.C. 14:3-3.4(b)).

4.3 Fees and Charges.

- (a) Reconnection Fee. If service is discontinued at the Company's direction, including but not limited to discontinuance for Nonpayment of outstanding amounts due, a reconnection fee of \$100.00 shall be payable prior to restoration of service.
- (b) Dishonored Payments 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 Dishonored Payments Charge equal to the costs incurred by the Company from the financial institution related to dishonor.
- (c) Property Tampering Fee. Where service has been discontinued and the customer damages the Company's equipment used to effectuate the discontinuance, including but not limited to items such as locks and plugs, the customer shall be responsible for payment of a fee in the amount of \$250 or the actual costs of replacement of the property, whichever is less, prior to restoration of service.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Billing, Deposits, Fees and Charges (Continued)

- (d) Hazard Fee. Where the Company is required, at the direction of the health department, to cleanup a hazard on the customer's premise caused by a discharge, backup or other overflow from a vent at the customer's property that is a result of (a) customer malfeasance following discontinuation of service, whether for non-payment or otherwise; (b) when the system is improperly used by a customer placing prohibited materials into the system; and/or (c) when the system on the customer's side of the service connection box is not properly maintained, the customer shall be responsible for payment of a fee equal to the costs incurred by the Company to clean up the hazard on the customer's premise.

Section 5. Deferred Payment Arrangements

- 5.1 A customer is entitled to at least one deferred payment plan in one year. (N.J.A.C. 14:3-7.7(b)(2)).
- 5.2 Customers who enter into a DPA for past due charges 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, ACSC may discontinue service upon due notice. (N.J.A.C. 14:3-7.7(f)).
- 5.3 For Residential Customers, 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.
- 5.4 For customers receiving Non-Residential Service, DPAs will not be offered for a term of longer than three (3) months. (N.J.A.C. 14:3-7.7).

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Section 6. **Discontinuance of Service**

6.1 Customer Requests for Discontinuance of Service.

- (a) Customers wishing to discontinue service must give notice to that effect. Where such notice is not received by the Company, the customer shall remain liable for service until the final reading of the water meter. Customers wishing to discontinue service must (i) obtain a final meter reading from the ACMUA; (ii) have the water meter removed from the property; and (iii) submit satisfactory proof of same to the Company. All charges shall be prorated upon establishment and termination of service.

- (b) Customers who properly notify the Company during the Billing Year, in accordance with the above requirements, will be given a prorated credit or rebate. With respect to the Volumetric Collection and Treatment charges the credit or rebate will be calculated on the basis of the actual water used according to the water meter reading on the day service is discontinued.

6.2 Discontinuance of Service at the Company’s Direction – For Reasons Other than Nonpayment. Sewerage service may be curtailed, suspended or discontinued by the Company for any of the following reasons, upon reasonable notice to the extent reasonably possible (N.J.A.C. 14:3-3A.1(a)):

- (a) In order to make permanent or temporary repairs, changes or improvements in any part of the Company’s system;

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

- (c) For any of the following acts or omissions on the part of the Customer:
 - (i) Refusal of reasonable access to the Customer’s premises;
 - (ii) Tampering with any facility of the Company or the ACMUA;
 - (iii) Fraudulent representation in relation to use of service;
 - (iv) Providing the Company’s service to others without approval of the Company;
 - (v) Refusal to contract for service where such contract is required;

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Discontinuance of Service (Continued)

- (vi) Connecting and operating in such a manner as to interfere with the service of the Company or other Customers;
- (vii) Failure to comply with any reasonable standard terms and conditions contained in the Company's tariff;
- (viii) Where the condition of the Customer's installation presents a hazard to life or property; or
- (ix) Failure to repair any faulty facility of the Customer.

6.3 Discontinuance of Service at the Company's Direction – For Nonpayment. Sewerage service may be curtailed, suspended or discontinued by the Company for nonpayment of sewer charges or for nonpayment of a deposit, upon due notice given, where the Residential Customer's arrearage is (i) more than \$100.00, or (ii) more than three (3) months in arrears. (N.J.A.C. 14:3-3A.2(a)).

- (a) Customers shall be provided with at least fifteen (15) days from the postmark date of the outstanding bill to pay the sewer bill, or any deposit amount requested by the Company. (N.J.A.C. 14:3-3A.3).
- (b) The Company shall make good faith efforts to contact Residential Customers over 65 years of age by phone prior to discontinuance of service, in addition to notice by first class 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. (N.J.A.C. 14:3-3A.4(c)).
- (c) 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).

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Discontinuance of Service (Continued)

- (d) 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)).
- (e) 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).
- 6.4 The Company shall not discontinue service involuntarily to Residential Customers 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 discontinuance 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)).
- 6.5 Landlord-Tenant Inquiry. 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). 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.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Section 7. **Connections, Interceptors and Fixtures**

7.1 Connections.

- (a) The Company shall own and maintain all house lateral connections from its mains to the curb line of the property. A curb box enclosing a “cleanout tee” shall be installed by the Company on the sidewalk near the curb 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.
- (b) 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.
- (c) 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.
- (d) The customer shall be responsible for maintaining and repairing the “building drain” and “building sewer.”

7.2 Interceptors.

- (a) Grease interceptors shall be provided by the customer, at the 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.
- (b) 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.
- (c) A grease interceptor or interceptors for major installations shall be mechanical devices which are not solely dependent upon employees, for maintenance and operation.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Connections, Interceptors and Fixtures (Continued)

- (d) 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.

7.3 Fixtures.

- (a) 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.
- (b) The Company shall not be liable, whatever the cause, for any damages, resulting from a backing up of sewerage ("overflows") 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. Nor shall the Company be liable for damages resulting from overflows due to: (i) disconnection of service; (ii) changes to the sewer system by the customer, tenant, or their agent that are not permissible under this tariff or consistent with the BPU's regulations, and/or approved by the Company in writing; or (iii) discharges in to the system by the customer, tenant, or their agent that are not permissible discharges.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Section 8. Nature and Extent of Service

- 8.1 Sanitary sewerage service for all dwellings will be furnished to all customers at rates set forth in the Company's Schedule of Annual Rates.
- 8.2 Sanitary sewerage service for business, commercial and industrial buildings will be furnished at rates set forth in the Company's Schedule of Annual Rates, 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.
- 8.3 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 Company's Schedule of Annual Rates.
- 8.4 The Company will endeavor to provide regular and uninterrupted supply sewerage service through its facilities. However, if because of emergencies beyond the control of the Company, including governmental mandate, service is interrupted, irregular, defective or fails, the Company will not be liable for damages or inconvenience resulting there from.

Section 9. Wastewater Discharge Requirements

- 9.1 Since the Company is a customer of the Atlantic County Utilities Authority and must comply with the Rules and Regulations of said Authority, the Company has adopted the Authority's Requirements as to Wastewater Discharged: copies, of which, are available on the Authority's website, at <http://www.acua.com/uploadedFiles/Site/Wastewater/ACUA%20Schedule%20B.pdf>.
- 9.2 No customer shall discharge or cause to be discharged into the Company's system any storm water, surface water, ground water, roof runoff, sub-surface drainage, foundation or sump pump drainage, uncontaminated cooling water or industrial process water. Such wastes can harm either the sewerage system or treatment process and/or equipment, have an adverse effect upon the receiving stream for the treated wastewater, or an otherwise endanger life, limb or property or create a nuisance.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Section 10. Annual Charges For Sewerage Service

- 10.1 The annual charge for any customer within the service territory of the Company, having any connection with the Company's sewerage system, shall be the sum of:
- (a) a fixed charge, for each size water meter; and
 - (b) volumetric collection and sewerage treatment charges, based on the quantity of water used as measured by the water meter or meters then in use, owned by the customer or the entity rendering water service to the customer. For customers without water meters, the fixed and volumetric charges shall be based upon Company's estimate of annual water consumption until such time as a water meter is installed.

Section 11. Special Provisions Relating to Water Usage

- 11.1 Water Used from Sources Other Than the Public Water System.
- (a) The Company bills for sewerage service based upon metered water flow, registered upon meters of the Atlantic City Municipal Utilities Authority.
 - (b) In the event any person or entity discharging sanitary sewage, industrial waste, water or other liquids into the Company's sewerage system, either directly or indirectly, obtains part or all of the water used by him, her or it from sources other than a metered public water system, such user of other water shall, at his, her or its own expense, install and maintain water meters satisfactory to the Company for measuring all water usage other than that obtained from the public water system, and the quantity of water used to determine the volumetric collection and treatment charges as set forth in this tariff shall be the sum of the quantity measured by all such meters plus the quantity of water obtained from the public water system. The Company may estimate appropriate fixed charges.
 - (c) Company personnel shall at all reasonable times have authority to enter the customer's premises and have access to water meters owned by the customers for the purpose of recording the reading of those meters.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Special Provisions Relating to Water Usage (Continued)

- (d) Each water meter, whenever installed by the customer, shall have been tested for accuracy at the customer's expense, and thereafter, shall be tested, and recalibrated, periodically as deemed necessary by the Company, also, at the customer's expense. Testing and recalibration shall be performed and certified to by qualified independent contractors with copies of the certifications delivered to the Company.

11.2 Exemption for Water Not Entering the Sewerage System.

- (a) In the event it is established to the satisfaction of the Company that a portion of the water measured by the water meters, does not and cannot enter the sanitary sewerage system, then the Company may determine , in such a manner and by such method as it may deem practical, the portion of the metered water entering the sanitary sewerage system, or the Company may require or permit the installation of additional meters in such a manner as to determine either the quantity of water excluded from the sewerage system (i.e., diverted water meter), or the quantity of water actually entering the sanitary sewerage system (i.e., outflow meter). The sewerage volumetric charges shall be based upon the quantity of water estimated, measured or computed by the Company to be actually entering the sanitary sewerage system.
- (b) Persons requesting consideration for a reduction in the sewerage volumetric charges because of water not entering the sanitary sewerage system shall make written application to the Company for such consideration, giving the name of the individual, firm, industry or business, address, account number, and supporting data fully describing sources of water, as well as disposition of water alleged not to be entering the sewerage system. The application shall be accompanied by a drawing to approximate scale showing the plan of the property, water source, sewer layout, existing meters and proposed meters to determine the quantity of flow entering or not entering the sewerage system. The cost of furnishing, installing, and maintaining any meters other than those utilized to measure water purchased from the ACMUA shall be borne by the customer.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

TERMS AND CONDITIONS OF SERVICE

Special Provisions Relating to Water Usage (Continued)

The type, size, location, arrangement, and maintenance of such meters shall be subject to the approval of the Company. Every effort shall be made to put the meter in a location easily accessible to the Company.

- (c) Notwithstanding the foregoing, no reductions in sewerage volumetric charges will be considered for the following reasons: pool evaporation, running toilets, and sprinkler systems without a diverted water meter on file with the Company.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

Filed Pursuant to Decision and Order of the Board of Public Utilities in Docket No. WR21071006, dated December 15, 2021.

SCHEDULE OF ANNUAL RATES

APPLICATION

General

This schedule is applicable to all sewer customers located within the service territory of the Company.

All annual sewer bills shall be calculated according to the method set forth in the Terms and Conditions of Service of the Company's Tariff.

The volumetric collection and treatment charges shall be applied to the nearest one-tenth of a thousand cubic feet of water measured by a water meter.

Each water meter shall be considered a separate billing unit in applying the rates set forth in this Schedule.

Multiple Customers Served By a Single Water Meter

Except for buildings consisting of three or more dwelling units (e.g. apartment complexes and condominiums), when a single water meter serves more than one customer, (1) the volumetric collection and treatment charges shall be divided and billed equally among the customers served by the same water meter; and (2) the annual fixed charge shall be divided and billed equally among the customers of record served by the same water meter; however, in no such case shall multiple customers, served by a single water meter, be billed less than the annual fixed charge for a 5/8-inch water meter.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager 1200 Atlantic Avenue Atlantic City, New Jersey	rendered on and after January 1, 2022

Filed Pursuant to Decision and Order of the Board of Public Utilities in Docket No. WR21071006 dated December 15, 2021.

SCHEDULE OF ANNUAL RATES

Fixed Charge

All customers shall pay the following annual fixed charge, based on the size of the water meter used in rendering of water service:

Size of Meter	Total Annual Fixed Charge
5/8"	\$ 289.10
3/4	501.90
1	1,477.30
1-1/2	3,642.00
2	7,220.40
3	17,590.00
4	36,995.00
6	119,595.00
8	175,869.00
10 or larger	282,633.00

Volumetric Collection Charge

In addition to the annual fixed charge, all customers shall pay \$9.098 for each 1,000 cubic feet of metered water, measured to the nearest one-tenth.

Purchased Sewerage Treatment Adjustment Clause (PSTAC) Charge

In addition to the annual fixed charge and the volumetric collection charge, all customers shall pay \$26.125 for each 1,000 cubic feet of metered water, measured to the nearest one-tenth, for sewerage treatment costs assessed to the Company by the relevant treating wastewater facility.

Date of Issue:	December 15, 2021	Effective for Service
Issued by:	WENDY E. STEWART, President & General Manager	rendered on and after
	1200 Atlantic Avenue	January 1, 2022
	Atlantic City, New Jersey	

Filed Pursuant to Decision and Order of the Board of Public Utilities in Docket No. WR21071006, dated December 15, 2021.



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 06672-21

AGENCY DKT. NO. WR21071006

**IN THE MATTER OF THE PETITION OF
ATLANTIC CITY SEWERAGE COMPANY FOR
APPROVAL TO INCREASE ITS TARIFF
RATES AND CHARGES FOR SEWERAGE
SERVICE AND OTHER TARIFF CHANGES.**

Courtney L. Schultz, Esq., for petitioner (Saul Ewing Arnstein & Lehr, LLP, attorneys)

Meliha Arnautovic and **Brandon Simmons**, Deputy Attorneys General, for Staff of
the Board of Public Utilities (Andrew J. Bruck, Acting Attorney General of New
Jersey, attorney)

Susan E. McClure, Managing Attorney, and **Christine Juarez**, Assistant Deputy Rate
Counsel, for Division of Rate Counsel (Stefanie A. Brand, Director)

Record Closed: November 18, 2021

Decided: November 18, 2021

BEFORE **JACOB S. GERTSMAN**, ALJ t/a:

This proceeding involves a petition by Atlantic City Sewerage Company (Company) with the Board of Public Utilities (Board) seeking approval of its revised tariff sheets providing for an increase in its charges for sewerage service and to make other revisions of the Company's tariff, pursuant to N.J.S.A. 48:2-21, N.J.A.C. 14:1-5.12.

This matter was transmitted to the Office of Administrative Law (OAL), on August 6, 2021, for determination as a contested case, pursuant to N.J.A.C. 10:120A et seq. and assigned to the undersigned, who conducted the initial case management conference on September 1, 2021. Duly noticed public hearings were held via Zoom Video Communications (Zoom) on October 20, 2021, at 4:30 p.m. and 5:30 p.m.¹ No members of the public appeared at either hearing.²

Evidentiary hearings were scheduled for February 28, March 1, and 3, 2022. Prior to the commencement of the hearings, the parties filed on November 18, 2021, a Stipulation of Settlement (J-1), resolving all issues in this proceeding. Said Stipulation has been signed by petitioner, Staff of the Board of Public Utilities, and the Division of Rate Counsel. It indicates the terms of settlement and is attached and fully incorporated herein.

I have reviewed the terms of the settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document.
2. The settlement fully dispose of all issues in controversy between the parties and is consistent with the law.

¹ Public hearings were held virtually due to the COVID-19 pandemic.

² Transcripts of the public hearings have not been provided to the undersigned and will be forwarded to the Board by the parties.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified, or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify, or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

November 18, 2021
DATE



JACOB S. GERTSMAN, ALJ t/a

Date Received at Agency: _____

Date Mailed to Parties: _____

JSG/sm