



Agenda Date: 08/04/10  
Agenda Item: 5B

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**Two Gateway Center**  
**Newark, NJ 07102**  
**www.nj.gov/bpu**

**WATER**

IN THE MATTER OF THE PETITION OF )  
UNITED WATER NEW JERSEY INC. FOR )  
APPROVAL OF AN INCREASE IN RATES )  
FOR WATER SERVICE AND OTHER )  
TARIFF CHANGES )

ORDER ADOPTING  
INITIAL DECISION/STIPULATION

BPU DOCKET NO. WR09120987  
OAL DOCKET NO. PUC 01200-2010N

Stephen B. Genzer, Esq., Saul Ewing LLP, One Riverfront Plaza, Suite 1520, Newark, NJ,  
Attorney for Petitioner

**BY THE BOARD:**

On December 9, 2009, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12 et seq., United Water New Jersey Inc. ("UWNJ" or "Company") a public utility of the State of New Jersey subject to the jurisdiction of the Board of Public Utilities ("Board"), filed a petition seeking approval of an increase in rates for water service and to make other tariff changes in the amount of \$37,819,306 or 21.30% over pro forma present rate revenues. The Company also requested approval to implement a Distribution System Improvement Charge ("DSIC"), an Energy and Chemical Cost Adjustment Clause ("ECCA"), and to establish a late payment fee for non-residential customers.

By this Order, the Board considers the Initial Decision recommending adoption of the Stipulation of Settlement ("Stipulation") executed by the Company, the Division of Rate Counsel ("Rate Counsel") and Board Staff (collectively, the "Parties"), agreeing to an overall increase in revenues in the amount of \$13,650,000 representing a 7.72% increase over total Company revenues. The increase will result in total Company revenues of \$190,454,000. The requests for a DSIC, an ECCA and to establish a late payment fee for non-residential customers were withdrawn by the Company as part of the Stipulation.

**BACKGROUND/PROCEDURAL HISTORY**

UWNJ services more than 195,000 customers located in the northern and western portions of the State of New Jersey. Specifically, UWNJ serves customers in portions of Bergen, Hudson, Hunterdon, Morris, Passaic and Sussex Counties. UWNJ also supplies water for resale service to the Township of Saddle Brook and the Boroughs of Fairlawn, Saddle River, Allendale, Mahwah, and Ramsey.

This matter was transmitted to the Office of Administrative Law ("OAL") where it was assigned to Administrative Law Judge ("ALJ") Richard McGill. ALJ McGill conducted a pre-hearing conference on February 17, 2010. A public hearing was held at 6:30 PM on April 15, 2010, at the Bergen County Freeholders Public Meeting Room, in Hackensack, New Jersey. Several members of the public appeared to testify at the hearing. Their comments generally focused on the costs of public fire service and the impact of the proposed increases on municipal budgets in a difficult economy.

The Company proposed to make its rates effective on January 21, 2010. By Order dated January 21, 2010, the Board initially suspended the requested increase in rates until May 21, 2010, and further suspended the requested increase by Order dated April 28, 2010, until September 21, 2010.

The Parties in this proceeding are UWNJ, Rate Counsel and Board Staff. Public Service Electric and Gas Company ("PSE&G") filed a motion to intervene on April 5, 2010, to ALJ McGill and was granted participant status.

The Parties exchanged discovery requests throughout this proceeding. Subsequent to the public hearing and prior to evidentiary hearings in this matter, the Parties engaged in settlement negotiations. As the result of those negotiations, the Parties reached a settlement on all issues and entered into a Stipulation. A copy of the Stipulation is attached.

ALJ McGill issued his Initial Decision on July 19, 2010, recommending adoption of the Stipulation executed by the Parties, finding that the Parties had voluntarily agreed to the Stipulation and that the Stipulation fully disposes of all issues and is consistent with the law. No exceptions were received by the Board.

#### DISCUSSIONS AND FINDINGS

Among the provisions of the Stipulation, the Parties recommend a rate base of \$550,000,000 and that the Company be authorized a return on equity of 10.3% for an overall rate of return of 8.07%. Pursuant to the Stipulation, the average bill for a typical UWNJ residential customer with a 5/8" meter using on average 89,760 gallons of water per year will increase from the current rate of \$462.81 per year to \$501.08 per year, an increase of \$38.27 per year (\$9.56 per quarter) or approximately 8.27%.

Having reviewed ALJ McGill's Initial Decision and the Stipulation among the Parties, the Board HEREBY 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. The Board HEREBY FINDS the Initial Decision which adopts the Stipulation to be reasonable and in the public interest.

Accordingly, the Board HEREBY ADOPTS the ALJ's Initial Decision and the Stipulation, attached hereto, including all attachments and schedules, as its own, incorporating by reference the terms and conditions as if fully set forth herein, subject to the following:

- a. The Board DIRECTS the Company to continue to address its level of non-revenue water. The Board DIRECTS the Company to continue to provide Board Staff and Rate Counsel with quarterly data on non-revenue water.

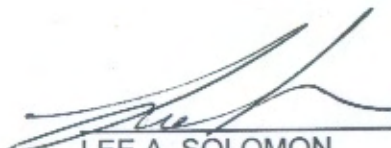
- b. The tariff sheets attached to the Stipulation containing rates and charges conforming to the Stipulation and designed to produce the additional revenues to which the Parties have stipulated herein are HEREBY ACCEPTED; and
- c. The stipulated increase and the tariff design allocations for each customer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

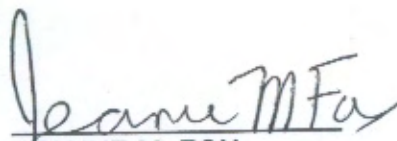
The Board HEREBY DIRECTS the Company to submit a complete revised tariff conforming to the terms and conditions of the Stipulation and this Order within ten (10) days from the date of this Order.

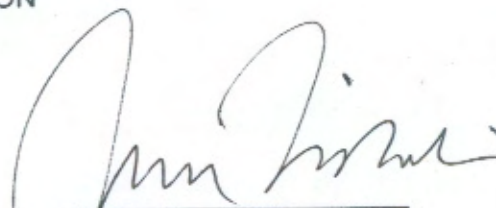
On December 30, 2009, the Appellate Division issued a decision invalidating certain provisions of the Board's Main Extension Rules. On March 24, 2010, the Board issued a Secretary's letter ("March 24 Letter") directing the utilities to process all applications and deposits for extensions received after December 30, 2009 as if they were in a 'Designated Growth Area' under N.J.A.C. 14:3-8.1 et seq. Pursuant to this Order, the Company will file a complete revised tariff to implement the terms of the Stipulation and this Board Order. The Board, HEREBY ORDERS to the extent that filing addresses the Main Extension Rules, the newly filed tariff shall be consistent with the Centex Decision and the March 24 Letter.

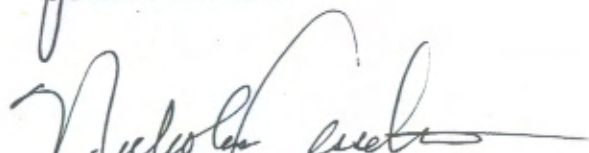
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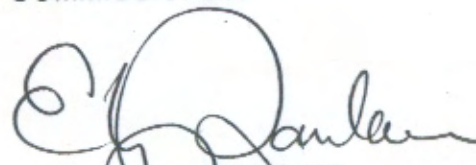
BOARD OF PUBLIC UTILITIES  
BY:

  
LEE A. SOLOMON  
PRESIDENT

  
JEANNE M. FOX  
COMMISSIONER

  
JOSEPH L. FIORDALISO  
COMMISSIONER

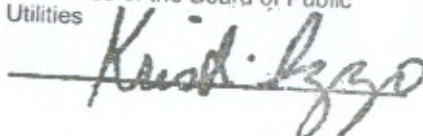
  
NICHOLAS ASSELTA  
COMMISSIONER

  
ELIZABETH RANDALL  
COMMISSIONER

ATTEST:

  
KRISTI IZZO  
SECRETARY

I HEREBY CERTIFY that the within  
document is a true copy of the original  
in the files of the Board of Public  
Utilities



UNITED WATER NEW JERSEY INC. FOR APPROVAL OF AN INCREASE  
IN RATES FOR WATER SERVICE AND OTHER TARIFF CHANGES  
BPU Docket No. WR09120987 & OAL Docket No. PUC 01200-2010N

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CMS  
BESLOW  
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GERSTEN

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**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

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BOARD OF PUBLIC UTILITIES  
NEWARK, N.J.

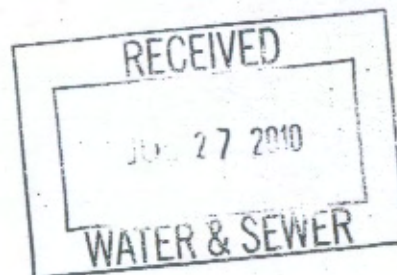
INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 01200-10

AGENCY DKT. NO. WR09120987

IN THE MATTER OF THE PETITION OF  
UNITED WATER NEW JERSEY INC. FOR  
APPROVAL OF AN INCREASE IN RATES  
FOR WATER SERVICE AND FOR OTHER  
TARIFF CHANGES.



Stephen B. Genzer, Esq., for United Water New Jersey Inc.  
(Saul Ewing, attorneys)

Alex Moreau, Deputy Attorney General, for the Staff of the Board of Public  
Utilities (Paula T. Dow, Attorney General of New Jersey, attorney)

Susan E. McClure, Assistant Deputy Rate Counsel, and Christine M. Juarez,  
Assistant Deputy Rate Counsel, for the Division of Rate Counsel (Stefanie  
A. Brand, Director, Division of Rate Counsel, attorney)

Record Closed: July 15, 2010

Decided: July 19, 2010

BEFORE RICHARD MCGILL, ALJ:

On December 9, 2009, United Water New Jersey Inc. (the "Company") filed a verified petition with the Board of Public Utilities ("Board") seeking approval of an increase in rates for water service and other tariff changes. The Company's proposed rates were designed to produce additional annual revenues of \$37,819,306, representing an increase of approximately 21.3 percent. The other tariff changes included a Distribution System Improvement Charge and an Energy and Chemicals Cost Adjustment Clause.

The matter was transmitted to the Office of Administrative Law on January 2, 2010, for determination as a contested case. In addition to the Company, the full parties to this proceeding include Board Staff and the Division of Rate Counsel. Participant status was granted to Public Service Electric and Gas Company. A public hearing was conducted during the evening of April 15, 2010, in the service territory, specifically, Hackensack, New Jersey. The comments focused on the impact of a rate increase on municipal budgets, particularly, fire hydrants.

The evidentiary hearings were scheduled to begin on July 19, 2010. Prior to the commencement of the evidentiary hearings, the parties reached an agreement and subsequently submitted a Stipulation of Settlement ("Settlement"). The Settlement provides for a revenue increase of \$13.65 million or 7.72 percent. The request for a Distribution System Improvement Charge and an Energy and Chemicals Cost Adjustment Clause were withdrawn by the Company.

Having reviewed the record and the settlement terms, I FIND as follows:

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

Therefore, I **CONCLUDE** that the agreement meets the requirements of N.J.A.C. 17:27-19.1 and that the settlement should be approved. Accordingly, it is **ORDERED** that the parties comply with the settlement terms, and it is **FURTHER ORDERED** that the proceedings in this matter be concluded.

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.

July 19, 2010

\_\_\_\_\_  
DATE

Date Received at Agency: 7/21/10

Date Mailed to Parties: \_\_\_\_\_

cml

Richard McGill  
RICHARD MCGILL, ALJ

Floyd Long Jr.  
\_\_\_\_\_

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

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**IN THE MATTER OF THE PETITION OF  
UNITED WATER NEW JERSEY INC. FOR  
APPROVAL OF AN INCREASE IN RATES  
FOR WATER SERVICE AND OTHER  
TARIFF CHANGES**

---

**: BPU DOCKET NO. WR09120987  
: OAL DOCKET NO. PUC 01200-10N**

**: STIPULATION OF  
: SETTLEMENT**

**APPEARANCES:**

Stephen B. Genzer, Esq., and Colleen A. Foley, Esq., Saul Ewing LLP, on behalf of  
United Water New Jersey Inc., Petitioner

Alex Moreau, Deputy Attorney General (Paula T. Dow, Attorney General of New  
Jersey), on behalf of the Staff of the New Jersey Board of Public Utilities

Susan E. McClure, Esq., Assistant Deputy Rate Counsel, and Christine M. Juarez, Esq.,  
Assistant Deputy Rate Counsel, on behalf of the Division of Rate Counsel

**TO THE HONORABLE BOARD OF PUBLIC UTILITIES:**

The Parties in this proceeding are as follows: United Water New Jersey Inc.  
("Petitioner" or the "Company"), the Department of the Public Advocate, Division of Rate  
Counsel ("Rate Counsel"), and the Staff of the Board of Public Utilities ("Staff"). Public Service  
Electric and Gas Company ("PSE&G") filed a Motion to Intervene on April 5, 2010, and was  
granted participant status instead under N.J.A.C. 1:1-1.16.6(c) in an Order dated May 13, 2010.

As a result of an analysis of Petitioner's verified petition, pre-filed testimony and  
exhibits, extensive discovery, and a public comment hearing held in the Bergen County  
Freeholders Public Meeting Room on April 15, 2010, the Petitioner, Staff, and Rate Counsel  
(collectively, the "Signatory Parties") have come to an agreement on the issues in dispute in this  
matter. The Signatory Parties hereto agree and stipulate as follows:

The procedural history of this matter is as follows:

On December 9, 2009, Petitioner, a public utility corporation 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 to increase rates for water service and to make other tariff changes. Specifically, the Petitioner requested a rate increase of approximately \$37,819,306 or approximately 21.3% above the adjusted annual level of revenues for the post-test year period ending July 31, 2010. The Petitioner also sought authority to implement both a Distribution System Improvement Charge and an Energy and Chemicals Cost Adjustment clause, and to establish a late payment fee for non-residential customers.

The Board transmitted this matter to the Office of Administrative Law ("OAL"), and Administrative Law Judge ("ALJ") Richard McGill was assigned to hear the case. On January 21, 2010, the Board entered an Order suspending until May 21, 2010 the implementation of changes the Petitioner sought to make to its tariffs. A Pre-Hearing Conference was convened by ALJ McGill on February 17, 2010, and a Pre-Hearing Order was issued on March 31, 2010. On April 28, 2010, the Board issued a second Order suspending the implementation of proposed rates until September 21, 2010.

Extensive discovery was conducted by the Parties with Petitioner providing responses to hundreds of data requests, many with multiple parts. After proper notice, a public hearing was held in the Petitioner's service territory on the evening of April 15, 2010 in Hackensack, New Jersey.<sup>1</sup>

Numerous settlement discussions have been held, and the agreements reached during those discussions have resulted in the following stipulation by the Signatory Parties:

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<sup>1</sup> Several members of the public appeared to testify at the hearing; their comments generally focused on the costs of public fire service and the impact of the proposed increases on municipal budgets in a difficult economy.

1. The Signatory Parties agree, that for purposes of this settlement, rate base is established at \$ 550,000,000.

2. The Signatory Parties agree that, for the purposes of this proceeding and this settlement only, an overall rate of return of 8.07% will be used, which will result in an overall additional revenue requirement of \$13,650,000. For the purposes of this proceeding, this overall rate of return is calculated with 45.85 % long-term debt calculated at a rate of 5.57%, 1.17% preferred stock at a rate of 4.70 %, and 52.98 % common equity calculated at a rate of 10.30 %.

The additional revenue requirement amount was calculated as follows:

|                            |                |
|----------------------------|----------------|
| Rate Base                  | \$ 550,000,000 |
| Rate of Return             | x 8.07%        |
| Required Operating Income  | \$ 44,385,000  |
| Test Year Operating Income | - 36,805,000   |
| Deficiency                 | 7,580,000      |
| Revenue Conversion Factor  | x 1.80083      |
| Revenue Requirement        | \$ 13,650,000  |

3. The Signatory Parties stipulate that a revenue increase for the Petitioner of \$13,650,000 or approximately 7.72% over total present water sales revenues of \$176,804,000 is an appropriate result of this matter. The Signatory Parties recommend that the Board consider the above stipulated revenue increase and all remaining agreed-upon issues embodied in this Stipulation at its next scheduled agenda meeting. The Signatory Parties further acknowledge that any increase or issue contained in this Stipulation and approved by the Board will become effective on a date to be determined by the Board. The Signatory Parties agree that this settlement resolves all issues regarding consolidated taxes and should represent a level of revenues necessary to ensure that the Petitioner will continue to provide safe, adequate, and proper water service to its customers.

4. The Signatory Parties agree that the attached changed tariff pages (Exhibit A), reflecting a 4% increase for public and private fire charges and an across-the-board implementation of the terms of this Stipulation for all other classes of service, should be adopted by the Administrative Law Judge and the Board in their entirety. Attached to this Stipulation as Exhibit B is a Proof of Revenues at proposed rates.

5. Pursuant to the settlement of this proceeding, the Signatory Parties agree that the Company's requests for (i) an Energy and Chemicals Cost Adjustment Clause, and (ii) a Distribution System Improvement Charge are withdrawn as part of this proceeding.

6. This Stipulation is the product of extensive negotiations by the Signatory 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 Signatory Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Signatory 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 Signatory Parties have stipulated herein. The Signatory Parties agree that the within Stipulation reflects 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 Signatory Parties hereto expressly 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 Signatory Party hereto materially affected thereby shall not be bound to proceed under this Stipulation. The Signatory 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 Signatory 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. Also, all rates are subject to audit by the Board.

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

Date July 15, 2016

UNITED WATER NEW JERSEY INC.  
Attorney for Petitioner

By: [Signature]

Saul Ewing LLP  
Stephen B. Genzer, Esq.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for the Staff of the New Jersey  
Board of Public Utilities

Date \_\_\_\_\_

By: \_\_\_\_\_

Alex Moreau, DAG

STEFANIE A. BRAND, ESQ.  
DIRECTOR, DIVISION OF RATE COUNSEL

Date \_\_\_\_\_

By: \_\_\_\_\_

Susan E. McClure, Esq. Assistant Deputy Rate Counsel  
Christine Juarez, Esq. Assistant Deputy Rate Counsel

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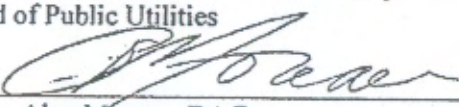
UNITED WATER NEW JERSEY INC.  
Attorney for Petitioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Saul Ewing LLP  
Stephen B. Genzer, Esq.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for the Staff of the New Jersey  
Board of Public Utilities

July 15, 2010  
Date

By:   
Alex Moreau, DAG

STEFANIE A. BRAND, ESQ.  
DIRECTOR, DIVISION OF RATE COUNSEL

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Susan E. McClure, Esq. Assistant Deputy Rate Counsel  
Christine Juarez, Esq. Assistant Deputy Rate Counsel

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UNITED WATER NEW JERSEY INC.

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Saul Ewing LLP  
Stephen B. Genzer, Esq.  
Attorney for Petitioner

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Alex Moreau, DAG  
Attorney for the Staff of the New Jersey  
Board of Public Utilities

STEFANIE A. BRAND, ESQ.  
DIRECTOR, DIVISION OF RATE COUNSEL

7/15/10  
Date

By: \_\_\_\_\_

Susan E. McClure, Esq. Assistant Deputy Rate Counsel  
Christine Juarez, Esq. Assistant Deputy Rate Counsel

## Exhibit A

UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS

Sheet  
No.

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS

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### STANDARD TERMS AND CONDITIONS

In the event of a complaint or questions, call the Public Utilities' Division of Customer Assistance a 1-973-648-2350 or 1-800-624-0241 or visit the website [www.nj.gov/bpu/](http://www.nj.gov/bpu/).

#### DEFINITIONS OF TERMS

- 1.1 "Company" means United Water New Jersey Inc., a corporation of the State of New Jersey, having offices located at 200 Old Hook Road, Harrington Park, New Jersey.
- 1.2 "Tariff," as referred to herein, is this entire "Tariff for Water Service," as the same may be amended or revised from time to time.
- 1.3 "Water Service" includes all service necessary to supply customers with their water at their premises.
- 1.4 "Customer" means a person that is an end user, a customer of record, or both.
- 1.5 "Residential Customer" means a customer who receives service from a regulated entity for use in a residence.
- 1.6 "Customer of Record" means the person that applies for utility service and is identified in the account of records of a public utility as the person responsible for payment of the public utility bill. A customer may or may not be an end-user.
- 1.7 "End-User" means a person who receives, uses or consumes water service. An end-user may or may not be a customer of record.
- 1.8 "Person" means an individual, firm, joint venture, partnership, co-partnership, corporation, association, State, county municipality, public agency or authority, bi-state or interstate agency or authority, public utility, regulated entity, cable television company, cooperation association, or joint stock association, trust, limited liability company, governmental entity, or other legal entity, and includes any trustee, receiver, assignee, or personal representative thereof.
- 1.9 "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.

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- (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, which is adaptable to separate metering.
  - (g) Each building, portion of a building or combination of buildings within a commercial or residential condominium, co-operative, or apartment development, including garden-type apartments, when individual units or apartments within such developments are not adaptable to separate metering.
- 
- 1.10 A "transmission main" is a pipeline of large diameter (usually 16" and larger) which delivers water from the various pumping stations and distribution reservoirs to the distribution mains.
  - 1.11 A "distribution main" is a pipe which delivers water to the service pipes attached thereto to serve the premises of customers.
  - 1.12 A "tap or corporation stop" is the fitting inserted in the distribution main to which the service pipe is attached. It is used for shutting off the water in case of repairs to the service pipe.
  - 1.13 A "service pipe" is a supply pipe leading from the corporation stop at the main to the curb stop.
  - 1.14 A "curb stop" is the fitting attached to the service pipe at the curb, for turning on and shutting off water in emergencies or for purposes of repair.
  - 1.15 A "connecting pipe" is the supply pipe connected to the service pipe at the curb stop and leading therefrom to the meter on the customer's premises.
  - 1.16 A "meter" is a mechanical device which registers the quantity of water supplied to the customer.
  - 1.17 A "pressure regulator" is a device which is placed in pipelines to maintain automatically a given working pressure on its outlet side regardless of the pressure on the inlet side.

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- 1.18 A "pressure relief valve" is a device installed in pipe lines and other pressure systems to relieve automatically excess house system pressure, above the predetermined setting of the relief valve.
- 1.19 A "check valve" is an automatically operated valve designed to permit the flow of water in one direction only.
- 1.20 A "water main extension" is an addition to the existing system of transmission and distribution mains, constructed by the Company.
- 1.21 A "remote meter reading device" consists of an encoder register which attaches to the customer's water meter and which records and encodes the customer's water consumption for later transmission to a tamper-proof receptacle located on the outside of the customer's premises. Water consumption data is retrieved by inserting an electronic readout device into the receptacle.
- 1.22 An "unapproved source of supply" is any water source or supply which is not a Public Community Water System as defined in law or regulation.
- 1.23 "Multi-Use Service" – Water service supplied to a structure through one water line extending from the water main to the structure and which is used inside the structure for both domestic water service and fire suppression service.
- 1.24 "Customer's Water System" – All water facilities on the customer's side of the meter, or on the customer's side of the water service, which are owned or controlled by the customers.

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APPLICATIONS FOR SERVICE

2.1 Application for water service shall be in accordance with the following:

- (a) Application for water service to a new building or to premises not previously supplied shall be made at the Customer Service Office of the Company, in person, by regular mail, facsimile transmission, electronic mail where available, or by telephone, by the owner, lessee or duly authorized agent. The applicant shall be required to sign a form provided by the Company which may be subsequently submitted to the customer.
- (b) Application for water service to premises previously supplied shall be made at the Customer Service Office of the Company, in person, by regular mail, facsimile transmission, electronic mail where available or by telephone, by the owner, lessee or duly authorized agent.
- (c) A utility shall not place the name of a second individual on the account of a residential customer unless specifically requested by said second individual N.J.A.C. 14:3-3.2(b).

2.2 The Company shall provide or extend water service to applicants or customers connected to an unapproved source of supply, in accordance with the following:

- (a) All non-residential applicants or customers shall install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the applicant or customer upon request.
- (b) Upon determination by the Company that a threat of contamination to the public water supply exists, residential applicants or customers shall be required to install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the customer or application upon request.

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- 2.3 A utility shall advise a customer of the rate schedule most applicable to that customer and suggest a change in rate schedule, if and when appropriate N.J.A.C. 14:3-3.2(c). An applicant for water service shall state at the time of making application, the purposes for which service will be used and may be required to sign an agreement or other form covering special circumstances for the supply of such service. A separate application is required for a supply of water for special purposes.
- 2.4 The Company may reject applications for water 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 the Company's standard terms and conditions or any applicable plumbing codes.
  - (d) Where the applicant refuses to agree to comply with the Company's standard terms and conditions.
  - (e) When any valid bill to the applicant for water service furnished at any previous or present location remains outstanding. However, the Company will accept applications in such situations if the customer agrees to a reasonable payment arrangement as set forth in N.J.A.C. 14:3-7.13 (c).
- 2.5 Within two business days of receipt of the customer's application for utility service, or on a mutually agreed upon date, the Company shall initiate service except in those cases where the utility or customer must install or contract to install an extension to the structure where said service shall be received. N.J.A.C. 14:3-3.2(g). Applications for water service are not transferable. Each new owner or occupant of the premises to be supplied is required to make an application for water service as provided in Paragraph 2.1 of this Tariff.
- 2.6 A utility shall not require a social security number as a condition of service N.J.A.C. 14:3-3.2(h).
- 2.7 Except as authorized by the Company, a customer shall not provide water service to others through the meter located in his premises, or use water at any premises not designated in the application.

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- 2.8 If application is made for the supply of water for building construction purposes, the Company shall have the options of providing metered or unmetered service. If metered, the water used shall be billed at the rates applicable to General Metered Service set forth in Rate Schedule No. 1 of this Tariff. If unmetered, the water used shall be billed at the rates applicable to Building Construction Service set forth in Rate Schedule No. 5 of this tariff.
- 2.9 Application may be made for a new connection and service pipe through which water service is not immediately desired or desired for temporary use. Upon making the application the customer shall enter into a special form of agreement with the Company, which provides that the customer shall bear the entire expense of making the connection but shall be entitled to a refund of the cost of installing the service line from the main to the curb, including the curb stop, whenever permanent regular service is begun within ten years from the date of installation of the connection.
- 2.10 The Company, where necessary, will make application for any street or highway opening permits for installing service connections and shall not be required to furnish water service until a reasonable time after such permits are granted. Any charge for permission to open the street or highway for installing facilities which is imposed by a municipality or other governmental agency controlling the street or highway shall be paid by the party desiring water service.
- 2.11 The Company will provide water service to premises owned in whole or in part by a condominium association under the following terms and conditions:
- (a) Whenever practicable, water service will be provided through a separate meter for each condominium "unit" as such term is defined in the Condominium Act of New Jersey. Upon determination by the Company that condominium units cannot be separately metered, water service shall be provided through a separate meter for each building, or portion thereof or combination of buildings.
  - (b) Where water service to condominiums will be provided through separate meters for each condominium unit, a separate meter or separate meters shall be provided for the common elements as such term is defined in the Condominium Act of New Jersey.

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- 3.4 The Company will review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years. If this review indicates that the customer has established credit satisfactory to the Company, the outstanding deposit will be refunded to the customer N.J.A.C. 14:3-3.5(a).
- 3.5 Simple interest on all deposits held by the Company pursuant to Paragraph 3.1 of this Tariff will accrue at the current rate prescribed by the Board of Public Utilities. Interest payments will be made at least once during the 12 month period in which a deposit is held. N.J.A.C. 14:3-3.5(d).
- 3.6 Upon closing a customer's account, the balance of any deposit remaining with the Company shall be applied to the customer's account and any credit balance will be returned to the customer with interest due.
- 3.7 If the utility refunds a deposit in cash, the utility shall accept the receipt for the deposit, or proof of the customer's identity, as proof of entitlement to the deposit. N.J.A.C. 14:3.5(C)

When a utility refunds a deposit or pays a customer interest on a deposit, the utility shall offer the customer the option of a credit to the customer's account or a separate check. In either case, the utility shall provide the full refund or payment within one billing period after the review required under N.J.A.C.14:3-3.5(a) above is completed, or after the interest payment is due, as applicable, unless other reasonable arrangements are made between the customer and the utility. N.J.A.C. 14.3-3.5(h).

- 3.8 Good credit is established when the customer pays the bills rendered within 30 days of receipt of the bill. This is only applicable to the deposit section and does not impair the Company's right to also take collection action in accordance with the Board of Public Utilities Rules. Credit will not be impaired for disputing a bill.

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**STANDARD TERMS AND CONDITIONS**

**8. PRIVATE FIRE PROTECTION SERVICE**

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

(a) Customers are required to make separate written application for private fire protection service, whether for a metered service connection or for unmetered service through fire hydrants owned and maintained by the Company or customer, and to enter into a written agreement with the Company.

(b) Applications for private fire protection service to condominiums shall be made by the condominium association.

(c) As a condition to providing fire protection service, the Company requires all applicants to install (1) an "approved physical connection installation," as defined by and in accordance with the regulations of the New Jersey Department of Environmental Protection applicable to physical connections when the applicant's fire protection system will consist of an interconnection between pipes on the premises supplied by the Company and any unapproved source of supply; or (2) an acceptable backflow prevention device if the Company determines that such installation is necessary to protect the public water supply from contamination. Where a tank, standpipe or other storage facility is used for fire protection purposes, it shall be so constructed, arranged, operated and maintained as to protect the water from pollution and shall conform with all applicable rules and regulations of the New Jersey Department of Environmental Protection, including the regulations relative to physical connections, or those of the Company. Arrangements shall be provided to permit drainage of the facilities for inspection and cleaning.

(d) Private fire protection service installations shall be made in accordance with the provisions of this Tariff regarding the installation of service and connecting pipes and other facilities. Separate service pipes are required for customers desiring metered or unmetered private fire protection service to supply sprinkler heads, hose connections, fire hydrants or any other type of fire protection system.

(e) Private fire protection service lines for metered service should be equipped with special meters and should be used exclusively for fire protection purposes. The service pipe shall be comparable in size to the meter.

(f) As an additional condition to providing fire protection service, the Company requires the applicant to supply: (1) the name and address of the insurance company that provides the applicant with fire protection insurance for the property listed on the application; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-3.2. Failure to provide this information may result in termination of service.

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- (g) On a semiannual basis, the Company shall solicit from its fire protection customers: (1) the name and address of the insurance company providing fire protection insurance at the time; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-7.2. The customer must respond to the Company's request for information within 14 days of the customer's receipt of the request. Failure to provide this information may result in termination of service.
- (h) No water should be used through private fire protection facilities except for permitted testing purposes or in case of fire.

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

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

**8.3 Rooming and boarding houses as defined in the "Rooming and Boarding House Act of 1974" and those residential health care facilities as defined in the "Health Care Facilities Planning Act," which have furnished proof of certification by the appropriate state agency that the particular facility or house is entitled to exemption, will be exempt from the charges of Rate Schedule No. 3. Customers entitled to this exemption, will be subject to charges for metered water use in accordance with Rate Schedule No. 1 of this Tariff and also for the cost of installing the service pipe as provided in Paragraph 5.1(b) of this Tariff.**

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- 10.4 Those customers to whom access to the premises cannot be secured shall be provided the opportunity, upon request, to transmit meter reading information to the Company over the telephone or through the use of postage paid business reply card supplied by the Company in accordance with the regulations of the Board of Public Utilities N.J.A.C. 14:3-7.2(e)2.
- 10.5 The Company will maintain and repair meters except in case of misuse by the customer or damage by frost, hot water or external causes in which event the cost of repairing or replacing the meter shall be charged to the customer in accordance with Rate Schedule No. 6.
- 10.6 All meters are carefully tested before being placed in service and are inspected periodically while in service. The quantity of water recorded by the meter, as ascertained by periodic meter readings, shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering inaccurately in excess of actual use by more than one and one-half percent or has ceased to register. When the accuracy of a meter is questioned, the Company will test it upon request, preferably in the presence of the customer. No charge will be made for such test, provided that the customer has not made a request for a test within a period of twelve months prior to such request N.J.A.C. 14:3-4.5(a). If a test is requested at an interval of less than 12 months, a charge will be made for each such test as specified on Rate Schedule No. 6 unless the meter is found to be inaccurate to the disadvantage of the customer. If a customer has a complaint filed with the Board reflecting on the accuracy or performance of the meter, the utility shall not remove the customer's meter from service during the pendency of said complaint, or during the 30 days following the Board's decision on the complaint, unless otherwise authorized by the Board's staff. N.J.A.C. 14:3-4.8. A report giving the results of such tests shall be made to the customer. When a billing dispute is known to exist and a decision has been made to test the meter, in accordance with N.J.A.C. 14:3-4.5, the customer may have the meter tested by the Company or may have the Board of Public Utilities either conduct a test of the meter or witness a testing of the meter by the Company or have the test witnessed by a third party N.J.A.C. 14:3-4.5(c). If a meter, upon testing, is found to register within the prescribed limits of accuracy, the Company reserves the right to reset the same meter in the premises from which it was removed.

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## STANDARD TERMS AND CONDITIONS

11. **BILLS**

- 11.1 All bills will be computed in accordance with the rates of the Company set forth in this Tariff, as the same may be amended or revised from time to time. Rates are subject to such changes as the Board of Public Utilities or any other state regulatory body having jurisdiction may require, authorize or allow. The Customer shall have at least 15 days to pay a valid bill for service from the date of the bill. N.J.A.C. 14:3-3A.3(c). Payment may be paid in person, by mail at the Customer Service Office of the Company or at a designated agency of the territory served. Before discontinuing a customer's service for non-payment, a utility shall notify the customer that the bill has not been paid and that service will be discontinued N.J.A.C. 14:3-3A.3(a). The notice of discontinuance shall be postmarked no earlier than 15 days after the postmark of the outstanding bill, except for a customer with fire protection or multi-use service under N.J.A.C. 14:3-3A.4(j). In the absence of a postmark, the burden of proving the date of mailing shall be upon the utility.
- 11.2 Bills for general metered water service will be rendered at a minimum quarterly, or monthly, as determined by the Company.
- 11.3 Bills will show meter readings at the beginning and end of the period, the reading dates, the quantity used, the date payment is due, the consumption charges, the facilities charges and information which reflects the estimated amount of money collected for the gross receipts and franchise tax for the billing period. Bills will also contain a statement that a schedule of rates is available upon request. Average or estimated bills will be distinctively marked N.J.A.C. 14:3-7.2.
- 11.4 Where a bill has been estimated due to the fact that the Company has been unable to gain access to the meter, it will be so noted on the bill. During the billing period when the next regular meter reading is obtained, an appropriate adjustment will be made for any difference between actual use and estimated use of water.
- 11.5 Except in a case where the meter has been found to be registering in excess of actual use by more than one and one-half percent or has ceased to register, the amount of the bill, based on the reading of the meter, is deemed conclusive and must be paid.
- 11.6 A customer having two or more meters on the same premises will be charged the appropriate facilities charge for each meter.
- 11.7 A customer's responsibility to pay for water service begins upon commencement of service and continues until service is discontinued. A customer wishing to discontinue service shall give notice to the utility. Within 48 hours of said notice, the utility shall discontinue service or obtain a meter reading for the purpose of calculating a final bill. Where such notice is not received by the utility, the customer shall be liable for service until the final reading of the meter is taken.

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Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate. N.J.A.C. 14:3A.4 (b)

- 11.8 The Company shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party, as well as to the customer N.J.A.C. 14:3-3A.4(b). However, this accommodation will in no way relieve the customer of record of the responsibility of paying such charges. The customer of record shall receive a copy of any notice of discontinuance for non-payment of bills, which is sent to an agent or a third party.
- 11.9 The Company may discontinue service to a customer for non-payment of bills in accordance with the regulations of the Board of Public Utilities. Where water service is discontinued for non-payment of bills, service will not be resumed until payment or satisfactory arrangements for payment have been made.
- 11.10 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in accordance with Paragraph 3.1 (b) of this Tariff. If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and may require that the deposit be restored to its original amount N.J.A.C. 14:3-3.4.
- 11.11 Should the Company receive a negotiable instrument from the applicant for service or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge of \$5.00 plus any charges the Company is required to pay its bank or other agency for handling such instrument.
- 11.12 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

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Date of Issue:

Effective:

**Docket No. WR09120987**

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

**STANDARD TERMS AND CONDITIONS**

rendered will be required. In cases of bankruptcy where the Company is a listed creditor, the Company may require the customer or trustee in bankruptcy to furnish it with adequate assurances of payment in accordance with the Bankruptcy Code.

- 11.13 The Company will offer residential customers at least twice annually the option to pay their bill on a monthly budgeted basis via bill message or bill insert. The budget plan year will be a 12-month timeframe. **If a customer is a new customer with little or no prior history of utility use, the monthly budget amount shall be determined using a reasonable estimate of likely usage. N.J.A.C. 14:3-7.5(f).** The monthly budget amount will be reviewed against the actual usage charges at the midpoint of the plan year and adjusted up or down if necessary. The Company will notify the customer of any change in the budget-billing amount by bill message prior to the change. Any balance (credit or debit) remaining at the end of the budget plan year will be rolled into the next budget plan year, with the monthly budget amount adjusted accordingly. If the customer opts out of the budget billing, payment of the total charges incurred to date will be due immediately, or credit applied to the account. The plan bill shall contain the information required by N.J.A.C. 14:3-7.2. The plan bill shall show the monthly budget amount, budget balance and, when feasible, the budget billing to date and the actual cost of service rendered billing to date. A customer may go off a plan at any time, in which event the customer shall pay the amount owed for service rendered or, in the alternative, agree to a stipulated payment agreement according to N.J.A.C. 14.3-7.7.

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**STANDARD TERMS AND CONDITIONS**

**12. DISCONTINUANCE OF SERVICE**

12.1 The Company may, upon reasonable notice, when such notice can reasonably be given, suspend, curtail or discontinue service in accordance with the regulations of the Board of Public Utilities for the following reasons in accordance with N.J.A.C. 14:3-3A.1:

- (a) For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system.
- (b) For compliance in good faith with any governmental order or directive, regardless of whether such order or directive subsequently may be held to be invalid.
- (c) For any of the following acts or omissions on the part of the customer;
  - (1) Non-payment of any valid bill due for service furnished at any present or previous location in accordance with N.J.A.C. 14:3-3A.2. However, non-payment for business service shall not be a reason for discontinuance of a customer's residential service except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8.
  - (2) Connecting to or disconnecting the meter or in any way tampering or interfering with the meter or remote meter reading device, or tampering with any other facility of the Company without permission.
  - (3) Fraudulent representation in relation to the use of service.
  - (4) Moving from the premises, unless the Company is notified that service be continued.
  - (5) Providing water service to others without the approval of the Company.
  - (6) Failure to make or increase an advance payment or deposit as provided in this Tariff.
  - (7) Refusal to contract for service where such contract is required.
  - (8) Connecting or operating any piping or other facility on the customer's premises in such manner as to adversely affect

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200 Old Hook Road, Harrington Park, New Jersey 07640

**STANDARD TERMS AND CONDITIONS**

the safety or adequacy of service provided to other customers present or prospective.

- (9) Failure to remove any non-conforming temporary or permanent physical connection or interconnection to any unapproved source of supply. A non-conforming connection or interconnection is one which does not conform to Paragraph 7.6 of this Tariff.
  - (10) Maintenance of any water outlet improperly protected against backflow or back-siphonage.
  - (11) Willful waste of water through improper or imperfect pipes, fixtures or otherwise.
  - (12) Failure to maintain, in good order, connecting pipes, connections, fixtures owned by the customer, backflow prevention devices, or approved physical connection installations as required under this Tariff or any law or regulation.
  - (13) Failure or neglect of the customer to connect to a service pipe which has been relocated by the Company at the request of the customer.
  - (14) Failure to properly construct and maintain meter housings.
  - (15) Failure to comply with the standard terms and conditions contained in this Tariff or because of violation of any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.
  - (16) Where the condition of the customer's installation presents a hazard to life or property.
- (d) For refusal to allow reasonable access to the customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance or removal of the Company's property. The Company shall provide reasonable notice to the customer, to the extent reasonably possible. N.J.A.C. 14:3-3A.1-5(d).
- (e) Discontinuance of residential service for nonpayment is prohibited for up to 60 days if a medical emergency exists within the residential premises which would be aggravated by a discontinuance of service N.J.A.C. 14:3-3A.2(i). The Board may extend the 60 day period for good cause. The customer shall request such an extension from the Board Staff in writing N.J.A.C. 14:3-3A.2(j). The request shall be accompanied by an updated physician's note that meets the requirements specified in N.J.A.C. 14:3-3A.2(i).

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**STANDARD TERMS AND CONDITIONS**

- (f) When the Company estimates an account for four consecutive billing periods (where billings are monthly) or two consecutive billing periods (where billings are quarterly), the Company will initiate a program to mail a notice marked "Important Notice" to the customer on the fifth and seventh months explaining that a meter reading must be obtained and the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted including, but not limited to, offering to schedule meter readings for evenings and on weekends, the Company may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board of Public Utilities has been so notified and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the Company may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for non-payment N.J.A.C. 14:3-7.2(3).
- (g) Where a private or public fire protection customer or municipality fails to respond to a Company request for information about fire protection insurance or where there is a misrepresentation with regard to the information sought pursuant to Section 8.1 (f) and (g) and 9.1 (d) and (e) of this Tariff, the customer will be given notice of discontinuance pursuant to N.J.A.C. 14:3-7.12. Such notice will allow the customer sufficient time for the opportunity to supply the information, or correct the discrepancy, prior to discontinuance of fire protection service.
- 12.2 Where the landlord-tenant relationship exists at residential premises being served, the Company, for the reasons set forth in Paragraph 12.1 of this Tariff, may discontinue service in accordance with the regulations of the Board of Public Utilities applicable to discontinuance of residential service to tenants N.J.A.C. 14:3-3A.6(c).
- 12.3 Water Service shall be restored within 12 hours upon proper application when the conditions under which such service was discontinued are corrected and payment of all charges due is received at the Company or at an authorized payment center and the Company has received notice of the payment. N.J.A.C. 14:3-3A.9. Conditions of service may include a reasonable deferred payment plan and restoration shall not be contingent upon any unbilled service or charges.

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

UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Ninth Revised Sheet No. 37  
Superseding Eighth Revised Sheet No. 37

**RATE SCHEDULE NO. 1**  
**GENERAL METERED SERVICE**

**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

Consumption Charge: \$ 3.5607 per hundred cubic feet \*  
\$ 4.7603 per thousand gallons

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

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

\* One hundred cubic feet equals 748 gallons

Facilities Charge:

| <u>Size of Meter</u> | <u>Per Quarter</u> |
|----------------------|--------------------|
| 5/8 Inch             | \$18.45            |
| 3/4 Inch             | 26.28              |
| 1 Inch               | 43.82              |
| 1-1/2 Inch           | 87.54              |
| 2 Inch               | 140.16             |
| 3 Inch               | 262.81             |
| 4 Inch               | 438.01             |
| 6 Inch               | 875.96             |
| 8 Inch               | 1,401.61           |
| 10 Inch              | 2,014.80           |
| 12 Inch              | 3,766.89           |

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

UNITED WATER NEW JERSEY INC.

BPU NO. 4 – WATER

Second Revised Sheet No. 38  
Superseding First Sheet No. 38

RATE SCHEDULE NO. 1 (Continued)

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:

Payment is due within **15 days after the bill date**. Bills for metered water services are rendered at a minimum quarterly.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 28 and 29. For lawn sprinklers and irrigation systems, see Paragraph 13.1 and 13.2, Sheet Nos. 34.

SPECIAL PROVISIONS:

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

Where bills are rendered on less than a quarterly basis, the facility charges will be prorated.

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

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Seventh Revised Sheet No. 39  
Superseding Sixth Revised Sheet No. 39

RATE SCHEDULE NO. 2

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

\$ 1.9340 per hundred cubic feet.

TERMS OF PAYMENT:

Payment is due within 15 days after the bill date.

Bills will be rendered monthly.

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200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Eighth Revised Sheet No. 40  
Superseding Seventh Revised Sheet No. 40

**RATE SCHEDULE NO. 3**

**PRIVATE FIRE PROTECTION SERVICE**

**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

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

| <u>Size of Meter/Service</u> | <u>Per Month</u> |
|------------------------------|------------------|
| * 1-1/2 Inch                 | \$ 16.79         |
| * 2 Inch                     | 29.97            |
| 3 Inch                       | 84.01            |
| 4 Inch                       | 133.28           |
| 6 Inch                       | 247.87           |
| 8 Inch                       | 488.66           |
| 10 Inch                      | 763.53           |
| 12 Inch                      | 1,099.48         |

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

Rate per Hydrant per Month

Hydrant \$ 59.04

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200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Sixth Revised Sheet No. 41  
Superseding Fifth Revised Sheet No. 41

**RATE SCHEDULE NO.3 (Continued)**

CONSUMPTION CHARGE:

Customers shall receive an allowance of 400 cubic feet per month for testing. Pursuant to Paragraph 8.2 (a), of the "Standard Terms and Conditions," water used for purposes other than fire fighting or permitted testing shall be charged to the customer in accordance with the consumption charges shown on Rate Schedule No. 1.

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Payment is due within 15 days after the bill date. Bills are rendered monthly.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 28 and 29.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Paragraphs 8.1 through 8.8 inclusive, Sheet Nos. 19, 20, 21 and 22.

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

EXEMPTIONS:

See "Standard Terms and Conditions," Paragraph 8.3, Sheet No. 20.

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

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200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Seventh Revised Sheet No. 42  
Superseding Sixth Revised Sheet No. 42

**RATE SCHEDULE NO. 4**

**PUBLIC FIRE PROTECTION SERVICE**

**APPLICABILITY:**

Applicable to municipalities throughout entire territory for public fire protection.

**CHARACTER OF SERVICE:**

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

**RATE:**

**A: For Territories within Bergen and Hudson Counties:**

**Inch Foot Charge**

Yearly charge of \$ 0.05361 per inch foot of distribution and transmission mains serving the municipality.

**Hydrant Charge**

**\$ 200.16** yearly for each hydrant

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

**B: For the territory formerly known as United Water Lambertville:**

**\$ 504.00** yearly for each hydrant

**MINIMUM CHARGE:**

None

**TERMS OF PAYMENT:**

Payment is due within **15 days** after the bill date.

Bills are rendered monthly.

**SPECIAL PROVISIONS:**

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

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**200 Old Hook Road, Harrington Park, New Jersey 07640**

UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Second Revised Sheet No. 45  
Superseding First Revised Sheet No. 45

**RATE SCHEDULE NO 5 (Continued)**

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

Payment in advance.

TERM:

On completion of building.

SPECIAL PROVISIONS:

Under this schedule, water service will be supplied for concreting, for foundations, cellars and sidewalks and also through a temporary slip joint for testing purposes.

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

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

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

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

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Fifth Revised Sheet No. 47  
Superseding Fourth Revised Sheet No. 47

**RATE SCHEDULE NO. 6**  
**MISCELLANEOUS SERVICE**

**APPLICABILITY:**

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

**RESTORATION OF SERVICE CHARGE:**

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

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

**LATE PAYMENT FEE**

A late payment charge of 1.5% per month may be applied to all unpaid balances no sooner than 25 days after the bill is rendered. This late payment charge is applicable to non-residential customers excluding State, County or Municipal Government entities. [N.J.A.C. 14:3-7.1 (e)].

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Second Revised Sheet No. 49  
Superseding First Revised Sheet No. 49

**RATE SCHEDULE NO. 6 (Continued)**

HYDRANT FLOW TEST

For all work and labor performed and all materials furnished by the Company for hydrant flow tests, a charge of \$ 163.00 will be charged to the (non - United Water) customer or party requiring such service.

TERMS OF PAYMENT:

Payment is due within **15 days after the bill date.**

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," particularly Paragraph 11.11, Sheet No. 28 and Paragraph 12.3, Sheet No. 32.

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Fourth Revised Sheet No. 50  
Superseding Third Revised Sheet No. 50

**RATE SCHEDULE NO. 7**

**HOMEOWNER'S ASSOCIATION WATER SERVICE**

APPLICABILITY:

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

RATE:

A. UNMETERED

Flat Rate Charge:       \$ 0.94 per month per residential unit

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

B. METERED

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

C. FIRE PROTECTION CHARGE

Flat Rate Charge:       \$ 1.92 per month per residential unit

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

MINIMUM CHARGE:

Applicable Facilities Charge and Fire Protection Charge.

TERMS OF PAYMENT:

Payment is due within 15 days after the bill date.

SPECIAL PROVISIONS:

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

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UNITED WATER NEW JERSEY INC.

BPU NO. 4 - WATER

Second Revised Sheet No. 51  
Superseding First Sheet No. 51

RATE SCHEDULE NO. 8

GENERAL FLAT RATE WATER SERVICE

APPLICABILITY:

Applicable to the use of water supplied to customers in the entire territory served by the former United Water Vernon Hills.

RATE:

General Service:                      \$ 89.81 per quarter

TERMS OF PAYMENT:

Payment is due within 15 days after the bill date.

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                    200 Old Hook Road, Harrington Park, New Jersey 07640

## Exhibit B

**UNITED WATER NEW JERSEY**  
Test Year (12 Months Ending January 31, 2010) Operating Revenues  
at Current and Proposed Rates  
Private Fire @ 4%; Public Fire @ 4%

| Line No. |                            | At Current Rates |            |           |                | At Proposed Rates |                |       |
|----------|----------------------------|------------------|------------|-----------|----------------|-------------------|----------------|-------|
|          |                            | (1)              | (2)        | (3)       | (4)            | (5)               | (6)            | (7)   |
| 1        | Unmetered Sales            | 464              |            | \$ 151.63 | \$ 70,356      | 164.17            | \$ 76,175      | 8.27% |
| 2        | <u>Metered Sales</u>       |                  |            |           |                |                   |                |       |
| 3        | Facility Charges Monthly   |                  |            |           |                |                   |                |       |
| 4        | Meter                      | Number of        | Number of  |           | Fixed          |                   | Fixed          |       |
| 5        | Size                       | Customers        | Bills      | Rate      | Revenue        | Rate              | Revenue        |       |
| 6        |                            | Average          | Monthly    | Existing  |                | Proposed          |                |       |
| 7        | 5/8"                       | 4,664            | 55,968     | 5.68      | \$ 317,898     | 6.15              | \$ 344,203     | 8.27% |
| 8        | 3/4"                       | 2,027            | 24,324     | 8.09      | \$ 196,781     | 8.76              | \$ 213,078     | 8.28% |
| 9        | 1"                         | 3,394            | 40,728     | 13.49     | \$ 549,421     | 14.61             | \$ 595,036     | 8.30% |
| 10       | 1 1/2"                     | 2,774            | 33,288     | 26.95     | \$ 897,112     | 29.18             | \$ 971,344     | 8.27% |
| 11       | 2"                         | 2,531            | 30,372     | 43.15     | \$ 1,310,552   | 46.72             | \$ 1,418,980   | 8.27% |
| 12       | 3"                         | 755              | 9,060      | 80.91     | \$ 733,045     | 87.60             | \$ 793,656     | 8.27% |
| 13       | 4"                         | 345              | 4,140      | 134.85    | \$ 558,279     | 146.00            | \$ 604,440     | 8.27% |
| 14       | 6"                         | 207              | 2,484      | 269.68    | \$ 669,885     | 291.99            | \$ 725,303     | 8.27% |
| 15       | 8"                         | 6                | 72         | 431.51    | \$ 31,069      | 467.20            | \$ 33,638      | 8.27% |
| 16       | 10"                        | -                | -          | 620.29    | \$ -           | 671.60            | \$ -           |       |
| 17       | 12"                        | -                | -          | 1,159.70  | \$ -           | 1,255.63          | \$ -           |       |
| 18       | Flat (VH)                  | 12               | 144        | 27.65     | \$ 3,982       | 29.94             | \$ 4,311       | 8.28% |
| 19       |                            | 16,715           | 200,580    |           | \$ 5,268,023   |                   | \$ 5,703,990   | 8.28% |
| 20       | Facility Charges Quarterly |                  |            |           |                |                   |                |       |
| 21       | Meter                      | Number of        | Number of  |           | Fixed          |                   | Fixed          |       |
| 22       | Size                       | Customers        | Bills      | Rate      | Revenue        | Rate              | Revenue        |       |
| 23       |                            | Average          | Quarterly  | Existing  |                | Proposed          |                |       |
| 24       | 5/8"                       | 161,182          | 644,728    | 17.04     | \$ 10,986,165  | 18.45             | \$ 11,895,232  | 8.27% |
| 25       | 3/4"                       | 6,712            | 26,848     | 24.27     | \$ 651,601     | 26.28             | \$ 705,565     | 8.28% |
| 26       | 1"                         | 6,474            | 25,896     | 40.47     | \$ 1,048,011   | 43.82             | \$ 1,134,763   | 8.28% |
| 27       | 1 1/2"                     | 15               | 60         | 80.85     | \$ 4,851       | 87.54             | \$ 5,252       | 8.27% |
| 28       | 2"                         | 7                | 28         | 129.45    | \$ 3,625       | 140.16            | \$ 3,924       | 8.27% |
| 29       | 3"                         | 1                | 4          | 242.73    | \$ 971         | 262.81            | \$ 1,051       | 8.27% |
| 30       | 4"                         | -                | -          | 404.55    | \$ -           | 438.01            | \$ -           |       |
| 31       | 6"                         | -                | -          | 809.04    | \$ -           | 875.96            | \$ -           |       |
| 32       | 8"                         | -                | -          | 1,294.53  | \$ -           | 1,401.61          | \$ -           |       |
| 33       | 10"                        | -                | -          | 1,860.87  | \$ -           | 2,014.80          | \$ -           |       |
| 34       | 12"                        | -                | -          | 3,479.10  | \$ -           | 3,766.89          | \$ -           |       |
| 35       | Flat (VH)                  | 49               | 196        | 82.95     | \$ 16,258      | 89.81             | \$ 17,603      | 8.27% |
| 36       |                            | 174,440          | 697,760    |           | \$ 12,711,482  |                   | \$ 13,763,391  | 8.28% |
| 37       | Facility Charges Bimonthly |                  |            |           |                |                   |                |       |
| 38       | Meter                      | Number of        | Number of  |           | Fixed          |                   | Fixed          |       |
| 39       | Size                       | Customers        | Bills      | Rate      | Revenue        | Rate              | Revenue        |       |
| 40       |                            | Average          | Bimonthly  | Existing  |                | Proposed          |                |       |
| 41       | 5/8"                       | 602              | 3,612      | 11.36     | \$ 41,032      | 12.30             | \$ 44,428      | 8.27% |
| 42       |                            | 602              | 3,612      |           | \$ 41,032      |                   | \$ 44,428      |       |
| 43       | Total Facility Charges     | 191,757          |            |           | \$ 18,020,537  |                   | \$ 19,511,808  | 8.28% |
| 44       | <u>Consumption Charges</u> |                  |            |           |                |                   |                |       |
| 45       | General Metered            |                  | CCF        | Rate      | Revenue        | Rate              | Revenue        |       |
| 46       | HWA Flat Rate Cons         | 12,516           | 40,144,889 | \$ 3.2887 | \$ 132,024,496 | 3.5607            | \$ 142,943,906 | 8.27% |
| 47       |                            |                  |            | 0.87      | \$ 10,889      | 0.94              | \$ 11,790      | 8.28% |
| 48       | Total Metered Sales        |                  |            |           | \$ 132,035,385 |                   | \$ 142,955,696 | 8.27% |
|          |                            |                  |            |           | \$ 150,055,922 |                   | \$ 162,467,504 | 8.27% |

Private Fire @ 4%; Public Fire @ 4%

| Line No. | At Current Rates                                 |             |             |                |             | At Proposed Rates |           |                 |
|----------|--------------------------------------------------|-------------|-------------|----------------|-------------|-------------------|-----------|-----------------|
|          | (1)                                              | (2)         | (3)         | (4)            | (5)         | (6)               |           |                 |
| 1        | <u>Description</u>                               | <u>CCF</u>  | <u>Rate</u> | <u>Revenue</u> | <u>Rate</u> | <u>Revenue</u>    |           |                 |
| 2        | Sales for Resale                                 | 2,104,674   | 1.7863      | \$ 3,759,578   | 1.9340      | \$ 4,070,439      | 8.27%     |                 |
| 3        | Consumption Billed at Minimum                    | 200,648     |             | \$ 412,144     |             | \$ 446,222        | 8.27%     |                 |
| 4        | Total Sales for Resale                           |             |             | \$ 4,171,723   |             | \$ 4,516,661      |           |                 |
| 5        | Raw Water                                        | 59,510      | 0.4900      | \$ 29,160      | 0.50225     | \$ 29,889         | 2.50%     | Contractual Inc |
| 6        | Intercompany                                     |             |             |                |             |                   |           |                 |
| 7        | 3/4"                                             | 1           | 12          | 6.95           | 83          | 7.53              | 90        | 8.31%           |
| 8        | 2"                                               | 1           | 12          | 37.08          | 445         | 40.15             | 482       | 8.27%           |
| 9        | CCF (less GRAFT)                                 | 1,838       | 2.8262      | 5,195          | 3.0600      | 5,625             | 8.27%     |                 |
| 10       | Total Intercompany                               |             |             | \$ 5,724       |             | \$ 6,197          | 8.27%     |                 |
| 11       | <u>Private Fire Service</u>                      |             |             |                |             |                   |           |                 |
| 12       | (Includes Reduction for Residential 2" and Less) |             |             |                |             |                   |           |                 |
| 13       | Meter                                            | Number of   | Number of   | Fixed          |             | Fixed             |           |                 |
| 14       | Size                                             | Customers   | Bills       | Revenue        | Rate        | Revenue           |           |                 |
| 15       |                                                  | Average     | Monthly     | Existing       | Proposed    |                   |           |                 |
| 16       | 1 1/2"                                           | 76          | 916         | 16.14 \$       | 14,783      | 16.79 \$          | 15,378    | 4.03%           |
| 17       | 2"                                               | 286         | 3,432       | 28.82          | 98,907      | 29.97 \$          | 102,854   | 3.99%           |
| 18       | 3"                                               | 251         | 3,015       | 80.78          | 243,565     | 84.01 \$          | 253,304   | 4.00%           |
| 19       | 4"                                               | 1,926       | 23,115      | 128.15         | 2,962,202   | 133.28 \$         | 3,080,783 | 4.00%           |
| 20       | 6"                                               | 1,777       | 21,322      | 264.30         | 5,635,509   | 274.87 \$         | 5,860,887 | 4.00%           |
| 21       | 8"                                               | 749         | 8,985       | 469.87         | 4,221,574   | 488.66 \$         | 4,390,394 | 4.00%           |
| 22       | 10"                                              | 35          | 423         | 734.16         | 310,309     | 763.53 \$         | 322,723   | 4.00%           |
| 23       | 12"                                              | 1           | 12          | 1,057.19       | 12,266      | 1,099.48 \$       | 12,756    | 4.00%           |
| 24       |                                                  | 5,102       |             | \$ 13,499,116  |             | \$ 14,039,080     | 4.00%     |                 |
| 25       | All Monthly HYD                                  | 607         | 7284        | 56.77          | 413,513     | 59.04             | 430,047   | 4.00%           |
| 26       | Hampton Qtrly HYD                                | 15          | 181         | 47.15          | 8,534       | 59.04             | 10,686    | 25.22%          |
| 27       |                                                  | 622         |             | \$ 422,047     |             | \$ 440,734        | 4.43%     |                 |
| 28       | Total Private Fire Service                       |             |             | \$ 13,921,163  |             | \$ 14,479,813     | 4.01%     |                 |
| 29       | <u>Public Fire Service</u>                       |             |             |                |             |                   |           |                 |
| 30       | HYD                                              | 14,758      | 177,098     | 16.04 \$       | 2,840,652   | 16.68             | 2,953,995 | 3.99%           |
| 31       | HYD                                              | 65          | 780         | 40.38          | 31,496      | 42.00             | 32,760    | 4.01%           |
| 32       |                                                  |             |             |                | 2,872,148   |                   | 2,986,755 | 3.99%           |
| 33       | Inch Feet                                        | 101,820,171 | 0           | 0.05155        | 5,248,830   | 0.05361           | 5,458,579 | 4.00%           |
| 34       | HWA RATE                                         | 1,955       | 23,460      | 1.85 \$        | 43,401      | 1.92 \$           | 45,137    | 4.00%           |
| 35       | Total Public Fire Service                        |             |             | \$ 8,164,379   |             | \$ 8,490,471      | 3.99%     |                 |
| 36       | Total Revenue from Sales                         |             |             | \$ 176,418,426 |             | \$ 190,066,711    | 7.74%     |                 |
| 37       | Miscellaneous Revenue                            |             |             | \$ 385,112     |             | \$ 385,112        | 0.00%     |                 |
| 38       | Total Operating Revenue                          |             |             | \$ 176,803,538 |             | \$ 190,451,822    | 7.72%     |                 |
| 39       | Variance                                         |             |             |                |             | (1,716)           |           |                 |
| 40       | Target                                           |             |             |                |             | \$ 190,453,538    | Target    |                 |
| 41       | Increase                                         |             |             |                |             | \$ 13,650,000     | Increase  |                 |
| 42       | % Increase                                       |             |             |                |             | 7.72%             |           |                 |
|          |                                                  |             |             |                |             | 7.895%            |           |                 |