

Agenda Date: 4/27/16 Agenda Item: 5E

STATE OF NEW JERSEY

Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE PETITION FOR APPROVAL OF AN INCREASE IN RATES FOR WATER SERVICE AND OTHER TARIFF CHANGES FOR SUEZ WATER NEW JERSEY INC.))	ORDER ADOPTING INITIAL DECISION/STIPULATION
)	BPU DOCKET NO. WR15101177 OAL DOCKET NO. PUC 16468-15

Parties of Record:

Stephen B. Genzer, Esq., Saul Ewing LLP, on behalf of SUEZ Water New Jersey, Inc. Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

On October 7, 2015, SUEZ Water New Jersey, Inc. (f/k/a United Water New Jersey, Inc.) ("SUEZ," "Company," or "Petitioner"), a public utility of the State of New Jersey, filed with the Board of Public Utilities ("Board"), pursuant to N.J.S.A. 48:2-21, N.J.A.C. 14:1-5.12, and N.J.A.C. 14:9-7.1 et seq., a petition ("Petition") to increase rates for water service and to make other tariff changes. Specifically, the Company requested an increase in base rate revenues of approximately \$29,485,322 or approximately 13.51% above the adjusted annual level of revenues for the post-test year period ending June 30, 2016. The Petitioner also sought: (a) to implement several tariff language changes further identified in the filing; (b) to revise aspects of the Board's Order to address property sales in Weehawken and New Milford, New Jersey; (c) to reflect the sale of the Company's former Harrington Park headquarters in rates; (d) to work with the Board to modify N.J.A.C. 14:9-10.1 et seq., the Distribution System Improvement Charge ("DSIC") regulations, to eliminate the "Gap Period"; and (e) to propose modifications to the current Board policy concerning the Test Year as set forth in I/M/O Elizabethtown Water Company, Docket No. WR8504330, Order dated May 23, 1985.

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¹ By letter dated January 27, 2016, from Stephen B. Genzer, Esq., to Honorable Irene Kim Asbury, Secretary, Board of Public Utilities, it was advised that the United Water Inc. companies have changed their operating names to SUEZ, the ultimate corporate parent of United Water, and therefore it was requested that the caption for this matter be revised as follows: "In the Matter of the Petition for Approval of an Increase in Rates for Water Service and Other Tariff Changes for SUEZ Water New Jersey Inc."

² See <u>I/M/O the Petition of United Water New Jersey, Inc. for Approval of the Sale of Land and Associated Regulatory Treatment</u>, Docket No. WM11030147, Order dated November 9, 2011 ("New Milford Weehawken Order").

³ The Petitioner's request to sell its former headquarters building is currently pending in <u>I/M/O the Petition of United Water New Jersey, Inc.</u>, Docket No. WM15010043.

By this Order, the Board considers the Initial Decision recommending adoption of the Stipulation of Settlement ("Stipulation") executed by the Company, Board Staff and the Division of Rate Counsel (collectively, the "Parties"), agreeing to an overall increase in revenues totaling \$11,000,000 representing a 5.01% increase over Company revenues totaling \$219,725,961.

BACKGROUND/PROCEDURAL HISTORY

The Company is engaged in the business of collecting, treating and distributing water for retail service to approximately 197,000 customers in certain portions of Bergen, Hudson, Passaic, Morris, Hunterdon and Sussex Counties. The Company also supplies water service to municipalities, under contract, including the Township of Saddle Brook, the Boroughs of Fairlawn, Saddle River, Allendale, Mahwah and Ramsey and the Village of Ridgewood.

The increase in rates was proposed to become effective on November 30, 2015. On November 16, 2015, the Board suspended the proposed rates until March 30, 2016. On March 18, 2016, the Board issued an Order further suspending rates until July 30, 2016.

This matter was transmitted to the Office of Administrative Law ("OAL") on October 14, 2015, and Administrative Law Judge ("ALJ") Evelyn J. Marose was assigned to hear the case. A Pre-Hearing Conference (via telephone) was convened by ALJ Marose on November 30, 2015.

After proper notice, a public hearing was held in the Petitioner's service territory on the evening of January 19, 2016, in Hackensack, New Jersey in the Bergen County Board of Chosen Freeholders Public Meeting Room. Several members of the public provided comments that focused on the adverse economic impact and financial hardships for the average SUEZ ratepayer.

Subsequent to the public hearing, the Parties to the proceeding engaged in numerous settlement negotiations and as a result of these discussions and extensive discovery, the Parties reached a settlement on all issues and subsequently executed a Stipulation.

On April 15, 2016, ALJ Marose issued an Initial Decision in this matter 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.

DISCUSSIONS AND FINDINGS

Among the provisions of the Stipulation,⁴ the Parties recommend that the Company's base rates be increased by \$11,000,000, representing a 5.01% increase over Company revenues totaling \$219,725,961. The Parties further recommend a rate base of \$730,000,000 adjusted for known and measurable changes and that the Company be authorized a return on equity of 9.75% and a 5.18% rate of the overall cost of long-term debt. This results in an overall rate of return of 7.60% utilizing a capital structure comprising a 47% debt to 53% equity ratio.

The 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 Parties agree that this settlement resolves all issues 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 Although described in the Order at some length, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions in this Order.

The Parties agree that the attached changed tariff pages (Exhibit A to the Stipulation), reflecting a one-percent (1%) increase for public fire charges as well as increases reflecting the allocations agreed upon by the Parties for all classes of customers, should be adopted by the Administrative Law Judge and the Board in their entirety. The Petitioner did not propose any increases in public fire protection service as a result of this proceedings, however, as set forth in the published Notice of Public Hearing, the Board NOTES that any relief determined by the Board to be just and reasonable may be allocated by the Board to any class or classes of customers of the Company in such manner, and in such amounts or percentages, as the Board may deem appropriate. Attached to the Stipulation, as Exhibit B, is a Proof of Revenues at proposed rates.

As part of the settlement of this proceeding, the Parties have extensively discussed the interaction between this base rate case and the filings for interim rate increases pursuant to the Company's prior DSIC Foundational Filing and agree that the interim rate increase already implemented earlier should be removed as an interim DSIC surcharge and included in base rates and the DSIC surcharge should be reset to zero. This stipulation effectuates that agreement.

The Company intends to submit a new DSIC foundational filing pursuant to N.J.A.C. 14:9-10.4 et seq., requesting implementation of semi-annual surcharges, if approved by the Board. The maximum annual revenues that may be recovered by the Company through the DSIC mechanism subsequent to this Base Rate Proceeding shall be limited to 5% of the adjusted revenues of \$230,725,965, which amount is \$11,536,298.

The Parties have agreed to the ratemaking treatment proposed by the Petitioner regarding the New Milford and Weehawken properties. The Weehawken property has sold while the sale of the New Milford property remains speculative. As a result, the Parties have agreed to the Company's proposal that the two sales be treated individually. The Parties have also agreed to recommend that Board alter the ratemaking treatment contained in the New Milford Weehawken Order. The sale of the Weehawken property has resulted in a net gain and there are substantial environmental mitigation costs related to the New Milford property. The Parties agree that all the costs related to the Weehawken sale, including remediation, be netted against the gain on the sale of the property and any remaining net gain be flowed 100% to customers in the then next rate case. The Parties further agree with respect to the continued uncertainty of the sale of the New Milford property, that the remediation costs already incurred of approximately \$12 million be amortized over 20 years, and that the recovery in rates of that amortization should begin upon the issuance of the Board Order in this matter. If and when the New Milford property is sold, any remaining costs, including new closing and related costs, would be netted against any gain, with any remaining gain also being flowed 100% to customers in the then next rate case.

The Board is mindful of the impact any rate increase has on its customers. However, having reviewed the record in this matter, including ALJ Marose'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. 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 FPC v. Hope Natural Gas, 320 U.S. 591 (1944); N.J.S.A. 48:2-21 and N.J.S.A. 48:3-1. Therefore, 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 <u>HEREBY ACCEPTED</u>; and
- b. The stipulated increase and the tariff design allocations for each customer classification are **HEREBY ACCEPTED**.

Based upon the forgoing, the Board <u>HEREBY APPROVES</u> an overall increase in revenues in the amount of \$11,000,000 representing a 5.01% increase over Company revenues totaling \$219,725,961.

The Board <u>HEREBY ORDERS</u> 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 shall be effective on May 7, 2016.

DATED: 4/27/10

BOARD OF PUBLIC UTILITIES

BY:

RICHARD S. MROZ

PRESIDENT

JOSEPH L. FIORDALISO

COMMISSIONER

MARY ANNA HOLDEN COMMISSIONER

DIÀNNE SOLOMON COMMISSIONER

ATTEST:

HENE KIM ASBURY

SECRETARY

UPENDRA J. CHIVUKULA

COMMISSIONER

IN THE MATTER OF THE PETITION OF SUEZ WATER NEW JERSEY INC. FOR APPROVAL OF AN INCREASE IN RATES FOR WATER SERVICE AND OTHER TARIFF CHANGES BPU DOCKET NO. WR15101177 OAL DOCKET NO. PUC 16468-15

SERVICE LIST

Stephen B. Genzer, Esq.
Saul Ewing, LLP
One Riverfront Plaza, Suite 1520
Newark, NJ 07102
sgenzer@saul.com

Stefanie A. Brand, Esq., Director Division of Rate Counsel 140 East Front Street, 4th Floor Post Office Box 003 Trenton, NJ 08625-0003 sbrand@rpa.state.ni.us

STATE OF NEW JERSEY BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE PETITION FOR APPROVAL OF AN INCREASE IN RATES FOR WATER SERVICE AND OTHER TARIFF CHANGES FOR SUEZ WATER NEW JERSEY INC.¹ BPU DOCKET NO. WR15101177 OAL DOCKET NO. PUC 16468-15

> STIPULATION OF SETTLEMENT

APPEARANCES:

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

Christopher Psihoules and Veronica A. Beke, Deputy Attorneys General, Robert Lougy, Acting Attorney General of New Jersey, on behalf of Staff of the New Jersey Board of Public Utilities

Debra F. Robinson, Esq., Managing Attorney and 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 include SUEZ Water New Jersey Inc. ("Petitioner" or the "Company"), the Division of Rate Counsel ("Rate Counsel"), and Staff of the Board of Public Utilities (the "Board" or "Staff").

As a result of an analysis of Petitioner's verified petition, pre-filed testimony and exhibits, extensive discovery, settlement meetings, and a public comment hearing held on

Doc. No. 53121.v10

¹ By letter dated January 27, 2016, from Stephen B. Genzer to the Honorable Irene Kim Asbury, Secretary, Board of Public Utilities, it was advised that the United Water Inc. companies have changed their operating names to SUEZ, the ultimate corporate parent of United Water. Therefore, it was requested that the caption for this matter be revised to In the Matter of the Petition for Approval of an Increase in Rates for Water Service and Other Tariff Changes for SUEZ Water New Jersey Inc.

January 19, 2016, Petitioner, Staff, and Rate Counsel (collectively, the "parties") have come to an agreement on all of the issues in dispute in this matter.

PROCEDURAL HISTORY

On October 7, 2015, Petitioner, a public utility corporation of the State of New Jersey, engaged in the business of collecting, treating and distributing water for retail service to customers located in the northern and western portions of the State, filed a petition to increase rates for water service and to make other tariff changes pursuant to N.J.S.A. 48:2-21, N.J.A.C. 14:1-5.12 and N.J.A.C. 14:9-7.1 et seq. Specifically, the Company petitioned to increase rates to produce additional base rate revenues of approximately \$29,485,322 or approximately 13.51% above the annual level of revenues for the post-test year period ending June 30, 2016. The test year used in the petition is the twelve-month period ending December 31, 2015 and the post-test year period ending June 30, 2016, both adjusted to reflect known and anticipated changes. The Petitioner also sought (a) to implement several tariff language changes further identified in the filing; (b) to revise aspects of the Board's order addressing property sales in Weehawken and New Milford; (c) to reflect the anticipated Harrington Park sale in rates; (d) to work with the Board to modify N.J.A.C. 14:9-10.1 et seq., the regulations applicable to the Distribution System Improvement Charge ("DSIC"), to eliminate the "Gap Period;" and (e) to propose modifications to the current Board policy concerning the Test Year and the Post-Test Year.

The Board transmitted this matter to the Office of Administrative Law ("OAL"), and Administrative Law Judge ("ALJ") Evelyn J. Marose was assigned to hear the case. On November 16, 2015, the Board entered an Order suspending increases, changes or alternations in rates until March 30, 2016 and the implementation of changes the Petitioner sought to make to

its tariffs pursuant to N.J.S.A. 48:2-21. On March 18, 2016, the Board entered an Order Further Suspending the rate implementation until July 30, 2016, pursuant to N.J.S.A. 48:2-21 pending Final Decision and Order.

Extensive discovery was conducted by the parties with Petitioner providing responses to hundreds of data requests. After proper notice, a public hearing was held in the Petitioner's service territory on January 19, 2016, in Hackensack, New Jersey in the Bergen County Administration Building. Several members of the public attended to provide comments, generally speaking in opposition to various aspects of the proposed rate request.

SETTLEMENT PROVISIONS

Numerous settlement discussions have been held, and the agreements reached during those discussions have resulted in the following stipulations:

- 1. The parties agree, that for purposes of this settlement, rate base is established at \$730,000,000.
- 2. The parties agree that, for the purposes of this proceeding and this settlement only, an overall rate of return to be used is 7.60% which is obtained based on a capital structure consisting of 53% equity and 47% long term debt, with a cost rate of 9.75% and 5.18%, respectively. Therefore, the calculation of the additional revenue requirement amount of \$11,000,000 is as follows:

Rate Base	\$ 730,000,000
Rate of Return	x 7.60 %
Required Operating Income	\$ 55,480,000
Test Year Operating Income	- 49,395,929
Deficiency	\$ 6,084,071
Revenue Conversion Factor	x 1.8080
Revenue Requirement	\$ 11,000,000

- 3. The parties stipulate to a total revenue requirement increase for the Petitioner of \$11,000,000, which is approximately 5.01% over total present water sales revenues of \$219,725,961, and recommend that this increase is an appropriate result of this matter. The parties recommend that the Board consider the above stipulated revenue increase and all remaining agreed-upon issues embodied in this Stipulation at its next public agenda meeting. The 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 parties agree that this settlement resolves all issues and represents a level of revenue necessary to ensure that Petitioner will continue to provide safe, adequate, and proper water service to its customers.
- 4. The parties have all negotiated a resolution between the Company's and Rate Counsel's differing formal rate design proposals. The parties agree that the revised tariff pages, reflecting a 1% increase for public fire charges, and reflecting increased allocations agreed upon by the parties for all other classes of customers, should be adopted by the Administrative Law Judge and the Board in their entirety. See attached Exhibit A, Tariff, and Exhibit B, Proof of Revenues.
- 5. On the DSIC, the parties agree that the effective interim rate increases should be removed as an interim DSIC surcharge and rolled into base rates. This stipulation effectuates that agreement provided new base rates are set.

The Company intends to submit a new DSIC foundational filing pursuant to N.J.A.C. 14:9-10.4 et. seq., requesting implementation of semi-annual surcharges, if approved by the Board. The parties agree, pursuant to the current regulations, that the maximum amount of annual DSIC revenues that may be recovered by the Company through the DSIC mechanism

subsequent to this Base Rate Proceeding shall be limited to 5% of the adjusted revenues of \$230,725,965 or \$11,536,298.

- 6. The Parties acknowledge that this Stipulation reflects that a Consolidated Tax Adjustment has been made in agreeing upon the increased revenue requirement.
- 7. The Parties agree to the ratemaking treatment proposed by the Petitioner and considered by the parties during this matter regarding the New Milford and Weehawken properties. Due to the length of time that has passed since the Weehawken property was sold, and the continued speculative nature of the New Milford property sale, the parties recommend that the ratemaking treatment contained in the November 9, 2011 Board Order (the "2011 Order") in Docket Number WM11030147, which required that the final net gain, be split 45% to customers and 55% to the company, be amended. However, by this Stipulation, the parties propose that 100% of the net gain be given to ratepayers in the then next rate case after any remaining remediation costs with respect to the Weehawken property are netted against the gain on the sale of the property.

Regarding the New Milford property, there are substantial environmental remediation mitigation costs. The Company has incurred approximately \$12,000,000 in remediation costs at the New Milford property. The Company is proposing to amortize the New Milford-related remediation costs over a twenty (20) year period and that amortization will begin on June 1, 2016. The Company has further proposed, and the parties agree, that if and when the New Milford property sells, any remaining costs and any new closing costs will be netted against the gain and that any remaining net gain be given 100% to ratepayers in the then next rate case. Thus, by this Stipulation, the parties propose that the 2011 Order be amended to reflect that the

two sales be treated individually, and that 100% of final net gain proceeds on either property be allocated to ratepayers in the then next rate case.

- 8. 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 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 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. Also, all rates are subject to audit by the Board.
- 9. 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.

SUEZ WATER NEW JERSEY INC. Attorney for Petitioner

4/14/16 Date	By: Stephen B. Genzer, Esq. Saul Ewing LLP
	ROBERT LOUGY ACTING ATTORNEY GENERAL OF NEW JERSEY Attorney for the Staff of the New Jersey Board of Public Utilities
Date	By:
	STEFANIE A. BRAND, ESQ. DIRECTOR, DIVISION OF RATE COUNSEL
Date	By: Christine Juarez, Esq. Assistant Deputy Rate Counsel

1

	Bv:	
Date	Stephen B. Genzer, Esq.	
	Saul Ewing LLP	

ROBERT LOUGY ACTING ATTORNEY GENERAL OF NEW JERSEY Attorney for the Staff of the New Jersey Board of Public Utilities

April 13,2016

Veronica A. Beke

Deputy Attorney General

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

Date 4/14/16

Christine Juarez, Esq.
Assistant Deputy Rate Counsel

EXHIBIT A

SUEZ WATER NEW JERSEY INC. (Formerly known as United Water New Jersey Inc.)

TARIFF

FOR

SERVICE

Filed pursuant to a November 12, 2015 Letter to the Board of Public Utilities declaring the Company's name from United Water New Jersey Inc. to SUEZ Water New Jersey Inc.

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Issued: November 9, 2015

Effective: November 9, 2015

By:

David Stanton, President

461 From Road, Suite 400, Paramus, NJ 07652

TERRITORY LIST OF MUNICIPALITIES

BERGEN COUNTY

Alpine
**Allendale
Bergenfield
Bogota
Carlstadt
Cliffside Park
Closter
Cresskill
Demarest
Dumont
East Rutherford
Edgewater
Emerson

East Rutherford
Edgewater
Emerson
Englewood
Englewood Cliffs
**Fair Lawn
Fairview

Fairview
Fort Lee
Franklin Lakes
Hackensack

* Partially Served **Served Wholesale Harrington Park Hasbrouck Heights Haworth

Hillsdale Leonia Little Ferry *Lodi Borough **Mahwah Maywood Montvale Moonachie

Moonachie New Milford Northvale Norwood Old Tappan Oradell

Palisades Park Paramus **Ramsey Ridgefield Ridgefield Park

**Ridgewood
River Edge
River Vale
Rochelle Park
Rockleigh
Rutherford

**Saddle Brook

**Saddle River

Teaneck Tenafly Teterboro

Upper Saddle River

South Hackensack

*Wallington

Washington Township

Westwood Woodcliff Lake Wood-Ridge

Effective: November 9, 2015

HUDSON COUNTY

Guttenberg North Bergen Secaucus Union City Weehawken West New York

PASSAIC COUNTY

The entire development known as Bald Eagle Commons Block 5308, Lots 1, 2, 3 & 4; Block 5309, Lots 1, 2, 4, & 10, Block 5310, Block 5311, Block 5312, Block 5313, Block 5314, Block 5315, Block 5316, Block 5317, Block 5318, Block 5319, Block 5320, Block 5321, Block 5501, Lots 13, 14, 20, 21, 22, & 23, Block 5504, Block 5505, Block 5506, Block 5507 in the Township of West Milford, New Jersey.

Issued: November 9, 2015

By: David Stanton, President

461 From Road, Suite 400, Paramus, NJ 07652

Filed pursuant to a November 12, 2015 letter to the Board of Public Utilities declaring the Company's name change from United Water New Jersey Inc. to SUEZ Water New Jersey Inc.

Effective: November 9, 2015

TERRITORY LIST OF MUNICIPALITIES

SUSSEX COUNTY

Block 141, Lot 10.01 also known as Valley View Apartments; Block 184, Lot 13, Block 190, Lots 9, 11, & 16 Block 199.01, 199.02, 199.03, 199.07, 199.08, 199.10 & 199.13; Block 231, Lots 12, 12.01, 12.02, 12.03, & 12.04; Block 232.01 Lots 1-44 also known as Great Gorge Terrace Condominiums; Block 233, Lots 7 & 7.01; Blocks 233.01, 233.02, 233.03, 233.04 & Block 233.05, Lot 6; Former Territory of Sunset Ridge Water as referenced in Decision and Order in Docket No. 8312-1117 dated March 2, 1989; Sussex Park Homes , Andover Township; Hamptons Commons, Hampton Township; Subdivisions in the Township of Vernon commonly known as : Aspen Woods , Cliffwood Lakes, Grandview Estates , Sussex Hill No. 1, Sussex Hill No.2 , Lake Conway, Stayman/Mott , Omega Drive, Vanderhoff Court, Predmore Estates , Samis Road, MacIntosh , Cortland Road, Warren Drive, Barry Lakes, Highland Lakes, Blackman Estates, Walnut Hills Estates; Subdivision in the Township of Wantage commonly known as Woodridge Estates.

MORRIS COUNTY (Arlington Hills)

Block 61, Lots: 23.01, 23.03, 23.04, 23.05, 23.06, 23.07, 23.09, 23.10, 23.11 &23.12, Block 61.02; Block 61, Lots 42.01; 42.02; and Lot 42.03; Block 72, Lots 1.01 and 1.02; Block 72.01, Lot 3; Block 82, Lots 1.01, 1.02, 1.03, and 1.04; Block 82.01, Lot 1: Block 83, Lots 9, 15.01 and 15.02; Block 83.01, Lot 1: Block 84, Lot 3; Block 72, Lot 2; Block 72, Lot 3; in the Borough of Mount Arlington; and Block 12301, Lots 1& 2 in the Township of Roxbury.

HUNTERDON COUNTY

The City of Lambertville, Hunterdon County, and Block 3 Lot 6, 7, 8, 9, 10, 17.01, 17.02, and 20 in the Township of West Amwell.

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By:

In the event of a complaint or questions, call the Board of Public Utilities' Division of Customer Assistance at 1-609-341-9188 or 1-800-624-0241 or visit the website www.nj.gov/bpu/.

DEFINITIONS OF TERMS

- 1.1 "Company" means SUEZ 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.
- "Person" means an individual, firm, joint venture, partnership, co-partnership, corporation, association, State, country 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 retrieve by inserting an electronic readout devise into the receptacle.
- 1.22 A "radio reading device" is a device that collects a reading from the meter and transmits the reading to a collection/receiver device located in a vehicle that's being driven through a neighborhood. Alternatively, this same radio read can be transmitted to centrally located collectors and transferring that data to a central database for billing, troubleshooting, and analyzing.
- 1.23 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.
- 1.24 "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.
- 1.25 "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 New Business Department 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 New Business Department 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. 14:3-7.7.
- 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.
- 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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- (c) Applications for water service to condominium units which are separately metered shall be made by the unit owners. Application for water service to condominium units which are not separately metered and applications for water service to the common elements shall be made by the condominium association.
- Each condominium association will be held liable, as customer of record, (d) for all charges for water services to the common elements, and where individual condominium units cannot be separately metered, for all water service rendered to such condominium association and its unit owners.
- Each condominium association or unit owner making application for service (e) shall be responsible for the maintenance and repair of any facilities installed which do not become the property of the Company.

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STANDARD TERMS AND CONDITIONS

3. CUSTOMERS' DEPOSITS

- 3.1 Deposits may be required under the following circumstances:
 - (a) Deposits may be required where applicants for water service have not established their credit. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increased by one month's estimated average bill.
 - (b) Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increased by one month's estimated average bill. Service may be discontinued for failure to make such deposit, after proper notice.
 - (c) Deposits will be required to guarantee the payment for metered water used for construction purposes where no advance payments have been made. These deposits will be based upon the sum of the cost of the meter, the estimated amount of water which may be used during construction, the facilities charge times the number of months being requested and a calibration restocking fee. When the meter is returned to the Company is good condition, the outstanding deposit will be refunded with interest due, less any amount due for unpaid bills.
- 3.2 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 will require that the deposit be restored to its original amount.
- 3.3 The Company will furnish a deposit receipt to each customer who has made a deposit. Customers will be required to surrender the deposit receipt upon return of their deposits. If the receipt cannot be produced, a written agreement, to indemnify the Company against any claim arising from failure to surrender the original receipt, may be required.

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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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4. WATER MAIN EXTENSIONS

- 4.1 Applications for water main extensions shall be made in person, by facsimile, online or by mail, at the New Business Department of the Company. Upon receipt of such application, the Company will make a survey and advise the applicant as to the most suitable plan for installing the proposed water main extension and the probably cost to the applicant.
- 4.2 Distribution mains will be extended only in public streets or highways provided that the consent of the public body responsible for the repair and maintenance of such streets or highways is first obtained, or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority. The Company will require an easement in cases where the streets or highways have not yet been accepted. In no case, however, will distribution mains be installed until streets or highways have been rough graded to an established and approved grade.
- 4.3 Water main extensions will be installed and deposits will be required pursuant to agreements between the Company and the applicant.
- 4.4 Each water main extension shall become part of the distribution system of the Company and shall be owned, maintained and controlled by the Company.
- The Company will extend water service in accordance with all applicable laws of the State and Board of Public Utilities regulations and orders including but not limited to those regulations contained in N.J.A.C. 14:3-1, N.J.A.C. 14:3-6, and N.J.A.C. 14:3-8.

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5. SERVICE PIPES

- 5.1 The service pipe from the distribution mains to the curb line, including the curb stop will be furnished, installed and maintained by the Company at its expense, except as follows:
 - (a) Where water service is not immediately desired or desired for temporary use, the customer shall be responsible for the cost of installing the service pipe in accordance with Paragraph 2.8 of this Tariff.
 - (b) Where customers are exempt pursuant to Paragraph 8.3 of this Tariff, the actual cost of installing the service pipe shall be reimbursed to the Company by the customer.
- 5.2 Only employees or other persons authorized by the Company will be permitted to make connections to the mains of the Company.
- 5.3 The Company will control the size of the opening to be made in the distribution main and the size of the service pipe to be installed.
- No service pipe will be installed where the connecting pipe is laid or to be laid in the same trench with a sewer pipe, gas pipe, electric conduit or any other facility.
- A curb stop will be installed by the Company at or near the curb line, in such a manner as to permit the attachment of the customer's connecting pipe. Where the service pipe is two inches or greater in diameter, a valve will be installed at the tap for the purpose of turning on and shutting off water. Only Company employees or persons duly authorized by the Company are permitted to operate the curb stop or valve.
- Unless otherwise agreed to by the Company and the customer, no premises shall be supplied by more than one service pipe. Where two or more customers are supplied through a single service pipe, a suitable location, approved by the Company, shall be provided for the meters. Whenever practicable, the piping of any building shall be installed so that each customer can be supplied through independent piping and a separate meter.

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- 5.7 Any change requested by the Customer in the location of the existing service pipe, provided such change is approved by the Company, shall be made at the expense of the Customer, who shall pay in advance the Company's estimated cost of such change.
- 5.8 Where a service pipe is available in front of a new customer's premises, said customer may obtain a larger size service pipe without charge; provided such service is established on a permanent basis. Any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the large size service pipe and the cost of installing a service pipe normally installed for meters of the size requested by the customer.
- 5.9 Where a service pipe is available in front of a new customer's premises, said customer may obtain a smaller size meter without charge; provided such service is established on a permanent basis.
- 5.10 Where a large size service pipe has been installed at the request of a customer, in front of the premises not previously supplied, any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the large size service pipe and the cost of installing a service pipe normally installed for meters of the size requested by the customer.

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6. CONNECTING PIPES

- A connecting pipe to convey the water within the property of the customer shall be attached to the service pipe and installed at the expense of the customer. The connecting pipe is the property of the customer and the customer, at his expense, shall be responsible for its maintenance and repair.
- 6.2 The connecting pipe shall be of such strength and material quality as to conform with Federal, State, local and other applicable codes, and shall be approved by the Company. The minimum diameter of the pipe shall be ¾-inch. The connecting pipe shall be installed by a licensed plumber or other approved mechanic and shall be installed without sharp bends, at right angles to the line of the street, in a trench not less than four feet in depth, to avoid damage and possible interruption to service caused by freezing. Other utility service pipes, such as sewer, gas or electric shall not be installed in the same trench. No attachment shall be made to the service or connecting pipe, or any branch thereof, between the meter and the main.

Where reconnecting pipe is approved non-metallic material, tracer wire is to be laid in same trench and installed in such a manner as to be able to properly trace all watermains without loss or deterioration of signal.

- 6.3 The Company reserves the right to inspect the installation prior to backfilling the trench and to withhold the supply of water service whenever such installation or any part thereof is deemed by the Company to be leaking, unsafe, inadequate or unsuitable for receiving service, or to interfere with or impair the continuity or quality of service to the customer or to others.
- 6.4 The customer shall make all changes in the connecting pipe due to changes in grade, relocation of mains, or other causes, at his expense; provided, however, that if the need for such change in the connecting pipe arises solely as a result of a decision by the Company to relocate mains, the Company shall be responsible for the cost of making such change.
- Where it is necessary to install a connecting pipe on the property of persons other than the applicant for service, an easement from such property owner, in form satisfactory to the Company, shall be obtained by the applicant.

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7. CUSTOMERS' PREMISES

- 7.1 All piping within the customer's premises must be at a sufficient depth to prevent freezing and shall otherwise comply with the regulations of the Company and with Federal, State, municipal and other regulations, in force with respect thereto. The Company may refuse to provide water service to any customer whose piping system is not installed in accordance with the above.
- 7.2 The Company shall have the right of reasonable access to a customer's premises and to all property supplied by it, at reasonable times, for the purpose of inspection incident to the rendering of service, reading meters, or inspecting, testing or repairing its facilities used in connection with supplying service, or for the removal of its property.
- 7.3 The customer shall obtain or cause to be obtained, all permits, consents and certificates necessary to give the Company access to its facilities.
- 7.4 The customer shall not permit access to the meter or other facilities of the Company to anyone except authorized employees of the Company or duly authorized State regulatory officials.
- 7.5 In case of defective service, the customer shall not tamper or interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately.
- Physical connections, such as cross connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply are prohibited except to the extent specifically authorized by law or regulation. Subject to the requirements pertaining to residential premises as specified in Paragraph 2.2 of this Tariff, customers with an unapproved source of supply wishing to interconnect their system with water supplied by the Company or customers with dual but physically separate piping, where piping from the customer's unapproved source of supply and piping from the Company's distribution system both enter the customer's

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premises, shall obtain a physical connection permit from the State of New Jersey, Department of Environmental Protection, by following that Department's permit application procedure. Installation, operation and maintenance of authorized physical connections shall be in accordance with the following:

- (a) All authorized connections and associated hardware, including, but not limited to, a double check valve assembly or a reduced pressure zone backflow preventer assembly as defined in the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall be purchased, owned, installed and maintained solely at the customer's expense and at no expense to the Company.
- (b) Customers with authorized connections shall maintain all records required by law or regulation and shall upon request make the same available for inspection to authorized Company representatives.
- (c) Dual water supply customers who are interconnected in violation of law, those customers holding valid physical connection permits who fail to have said permits renewed in accordance with the provisions of this Tariff or applicable laws and regulations, and those customers holding valid permits who fail to comply with all legal requirements and procedures with respect to the installation, operation and maintenance of "approved physical connection installations," including but not limited to the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall have their water service discontinued in accordance with Paragraph 12.1- (c)(9) of this Tariff.
- 7.7 In any premises where an auxiliary water source is available, the customer shall be responsible for marking the pipes carrying water from the mains of the Company in some distinctive manner for ready identification.

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- 7.8 If a water pressure reducing valve is required, it should be installed between the inlet stop valve and the meter.
- 7.9 If a premises is to remain unoccupied for an indefinite period, it is the customer's responsibility to drain the interior plumbing to avoid damage to pipes and fixtures. When requested, the Company will suspend service to unoccupied premises temporarily by shutting off the water at the curb and removing the meter. The charge for resetting the meter when service is restored to the customer who made the request is specified on Rate Schedule No. 6. There is no charge for resetting the meter for new customers.
- 7.10 When leakage occurs on pipes and facilities owned by the customer, the customer shall make the necessary repairs without delay. If the customer fails to make said repairs with a reasonable time, the Company reserves the right to discontinue water service until such time as the leak is repaired and the customer pays the Company the restoration of service charge as specified on Rate Schedule No. 6.
- 7.11 It is the customers responsibility to properly maintain valves utilized for change out/testing of the Company's meter. In the event valves are inoperable preventing meter change out/testing, the customer shall have a licensed plumber complete the necessary repairs to place valves in operating condition. After a reasonable time and upon providing customer notification pursuant to N.J.A.C. 14:3-3A.1(d), if the customer does not complete necessary repairs, water service shall be turned off until repairs are made and meter change has occurred.

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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. Service for hydrants owned by the customer shall be metered. In addition to the charges found on Rate Schedule No. 3if the water is used through this connection, that usage will be billed at the consumption charge found on Rate Schedule No. 1.
 - (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. If the water is used through this connection for uses other than fire suppression, that usage will be billed at the consumption charge found on Rate Schedule No. 1.
 - (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.

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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. The customer must respond to the Company's request for information within 14 days of the customer's receipt of the request.
- (h) No water should be used through private fire protection facilities except for permitted testing purposes or in case of fire. Leaks not repaired in a timely manner and/or the use of private fire protection for other reasons will result in termination of service upon providing customer notification pursuant to N.J.A.C. 14:3-3A.1(d).
- 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 service 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 fire protection service through hydrants owned by the Company or Customer on Rate Schedule No. 3 of this Tariff and is based on the number of hydrants installed by the Company. If the water is used through this connection, for uses other than fire suppression, that usage will be billed at the consumption charge found on Rate Schedule No. 1.
 - (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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- 8.4 Private unmetered fire protection service shall be available only through fire hydrants connected to mains of the Company installed along private or public streets or rights-of-way. An easement, in form satisfactory to the Company, will be required before the Company will install mains along private streets or rights-of-way.
- 8.5 Authorized representatives of the Company shall have the right to inspect all fire protection facilities on a customer's premises at reasonable hours. The inspection or non-rejection of the customer's fire protection facilities by the Company shall not be deemed as a guarantee or an assumption or responsibility as to the adequacy of such fire protection facilities for the purpose of extinguishing fires.

MULTI-USE SERVICE

- The Company shall provide multi-use service to a customer or builder upon request unless the Company can show good cause to refuse to supply a multi-use service.
- 8.7 By applying for multi-use service, the customer or builder certifies, in addition to the applicable requirements for Private Fire Protection Service, the following:
 - (a) The customer or builder has hydraulically calculated the demand for the customer's or builder's water system based on the simultaneous domestic demand and fire sprinkler demand. The customer or builder shall make this calculation in accordance with the Uniform Construction Code.
 - (b) The customer or builder will ensure that the system is installed in accordance with the Uniform Construction Code at N.J.A.C. 5:23.
 - (c) The customer will, prior to installation of the meter, obtain a construction permit in accordance with the Uniform Construction Code from the enforcing agency having jurisdiction over the system.
 - (d) By applying for multi-use service, the customer agrees to be responsible for all claims, costs, and liability for personal injury, death and/or property damage resulting from the customer's individual water system, unless caused by negligence of the water utility
- 8.8 By applying for multi-use service, and operating the same, the customer agrees:
 - (a) To include a backflow prevention device(s) as defined at N.J.A.C. 7:10-1.3 and as specified at N.J.A.C. 7:10-10.3.

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- (b) To be solely responsible for all costs and expense relating to the installation, operation, maintenance, repair and replacement of the customer's water system including the fire suppression system and backflow prevention devices(s).
- (c) To ensure the customer's water system complies with the applicable requirements of the Uniform Construction Code in effect at the time of system installation, including any applicable building, plumbing, and fire protection subcodes.
- (d) To ensure that the customer's water system is maintained in accordance with all applicable law so as to protect against backflow, back-siphonage and contamination of the potable water system.
- (e) A water utility may terminate a customer's multi-use service for non-payment of a valid water bill for multi-use service, in accordance with the Board's rules governing discontinuance of service at N.J.A.C. 14:3-3.A.4(j).

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9. PUBLIC FIRE PROTECTION

- 9.1 The Company shall provide public fire protection service in accordance with the following terms and conditions:
 - (a) Upon application of duly authorized representatives of municipalities in the territory supplied, the Company will install fire hydrants for purposes of public fire protection, at locations agreed upon by officials of the municipalities and representatives of the Company.
 - (b) Hydrants are owned by the Company and subject to regular inspection and maintenance by the Company.
 - (c) Hydrants are not to be used for any purpose other than public fire protection without the written permission from the Company.
 - (d) As a condition to providing fire protection service, the Company requires each municipality to supply: (1) the name and address of the insurance company that provides the municipality with fire protection insurance and/or information pertaining to whether the municipality is self-insured, in full or in part and to what extent; and (2) the policy number under which the fire protection is being provided,.
 - (e) On a semiannual basis, the Company shall solicit from each municipality: (1) the name and address of the insurance company providing fire protection insurance at the time and/or information pertaining to whether the municipality is self-insured, in full or in part; and (2) the policy number under which the fire protection is being provided. The municipality must respond to the Company's request for information within 14 days of the customer's receipt of the request.
- 9.2 Municipalities shall pay a monthly charge for public fire protection in accordance with Rate Schedule No. 4 set forth in this Tariff.
- 9.3 Municipal departments should promptly inform the Company of any hydrant which has been used, or is leaking, or in need of attention so that such hydrant may be placed in readiness for instant operation

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10. METERS

- 10.1 The Company will furnish, install and maintain meters without charge, except as otherwise provided in Paragraphs 10.5, 10.6 and 10.10 of this Tariff, and will determine the size, type and make of meter to be used, based on the service desired.
- 10.2 Meters shall be located or housed in accordance with the following conditions:
 - (a) The Company reserves the right to establish the size and location of the meter, which shall be accessible to the company and subject to its control. The location of meters and the arrangement of the fittings and piping are subject to inspection and approval of the Company and should meet Company's requirements presented herein.

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

Meters installed indoors shall be located in a clean, dry, safe place not subject to great variations in temperature, at or near the front wall as close as possible to the point of entrance of the connecting pipe. Meters shall be on a support which is free from appreciable vibration and shall be supported firmly, not less than 18 inches nor more than 36 inches above the level of the floor. For lock-wing meter set ups, the metering manifold must be set at a minimum of 12 inches above the level of the floor and a maximum of 42 inches above the level of the floor. The location shall be such as to be easily accessible, with a minimum of inconvenience to the customer or to the Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs. N.J.A.C. 14:3-4.2 (b) and (c).

(b) When the Company requires that meters shall be installed outside of a building, the meter shall be placed in a convenient meter box or above-ground meter structure, often referred to as the meter housing. An above-ground meter structure is required to house meters for services greater than 2". The meter housing shall be located in an accessible place away from terraces, fences, paved areas, other structures or any location which would create a hazard to vehicles, pedestrians or Company personnel accessing the meters. The meter housing shall be frost-proof and either

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well drained or watertight and shall be provided with a strong cover fastened with a convenient locking device. The cover shall be kept clear of snow, ice, dirt or any other objects which might prevent easy access for reading, inspecting, testing, changing and making necessary adjustments or repairs of the meter. This installation is subject to the approval of the Company. The cost of installing and maintaining the meter housing is the responsibility of the customer.

- (c) If the meter housing is to be installed upon property which is not owned or controlled by the customer, the Company will require that the customer obtain an easement or, where an easement cannot be obtained, the written consent of the owner of the property on which the meter housing will be installed.
- (d) The location of the meter and the arrangement of the fittings to be supplied by the Company and pipe shall be subject to inspection and approval by the Company. A gate valve is to be installed on the inlet and outlet side of the meter, unless another type of valve is specified by the Company.
- (e) In instances where condominium units will be separately meters as provided in Paragraph 2.11 of this Tariff and it becomes necessary (1) to house the meter of one customer or the meters of several customers on one customer's property; or (2) to house the meters of several customers in a common area whether inside or outside of a building, the Company will require that provision for such a meter housing arrangement be contained in the declaration of the condominium association or deed conveying the unit to the customer on whose property the meters will be located.
- 10.3 Remote meter reading devices shall be installed in accordance with the following terms and conditions:
 - (a) Remote meter reading devices will be installed by the Company at the customer's premises at the Company's expense.
 - (b) The remote meter reading device and all parts and portions thereof shall be and remain the sole property of the Company shall be maintained by the Company insofar as ordinary wear and tear is concerned. The customer will be responsible for the cost of repair due to damage, other than ordinary wear and tear. The charge for such repair shall not exceed the cost of a new device.

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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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- 10.7 As permitted by the regulations of the Board of Public Utilities, the Company may estimate meter readings where the meter has ceased to register or where access to the meter cannot be obtained.
- 10.8 If a meter is found to be registering fast in excess of more than 1-1/2%, an adjustment of charges will be made in accordance with the regulations of the Board of Public Utilities.
- 10.9 Bills are based on water passing through the meter. If a customer observes an unusual increase over the average quantity of water used which cannot be accounted for, he should inform the Company immediately.
- 10.10 The Company will not charge for replacing a meter at the request of the customer, unless the meter has been in use for less than two years, in which case a charge may be made in accordance with Rate Schedule No. 6. No charge will be made for replacing a meter for testing purposes or for replacing a defective meter, unless the defect is due to the negligence of the customer. Only employees or persons authorized by the Company shall remove the meter under any circumstances.
- 10.11 Meter records of acquisition, testing and installation shall be stored and retained in accordance with the regulations of the Board of Public Utilities.
- 10.12 Connecting to or disconnecting the meter or in any water tampering or interfering with the meter without written permission from the Company is prohibited. Penalties provided by law for any such action will be rigidly enforced.

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11. BILLS

- 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 postmark of the bill. N.J.A.C. 14:3-3A.3 (b). 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.

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- 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. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate. N.J.A.C. 14:3 3A.1(b).
- 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.

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- 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 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 trued up and either a refund or bill will be sent to the customer. 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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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 <u>N.J.A.C.</u> 14:3-3A.2. However, nonpayment 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 <u>N.J.A.C.</u> 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 asprovided 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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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 and fixtures owned by the customer, as required by this tariff or any law or regulation. Failure to install or maintain, in good order, 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(a)5i; and N.J.A.C. 14:3 3A.1(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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- (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(e) 3.
- (g) Where a private or public fire protection customer or municipality responds to a Company request for information about fire protection insurance and where there is a misrepresentation with regard to the information supplied 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. 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. N.J.A.C. 14:3 3A.1(d).
- 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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13. LAWN SPRINKLER AND IRRIGATION SYSTEMS

- All permanent lawn sprinkler or irrigation systems shall be equipped with an approved vacuum breaker and a satisfactory check valve, or an acceptable backflow prevention device, if required under law or regulation or by the Company to protect the public water supply from contamination.
- In addition to the restrictions on water service, the Company may impose pursuant to Paragraph 14.3 of this Tariff, the Company may prohibit lawn sprinkling and irrigation entirely if it deems that such prohibition is necessary to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey during times of drought or at any other time. The Company will may every endeavor to notify customers in advance of such water use prohibitions.
- 13.3 The Company shall have the right to discontinue service upon the failure of the customer to comply with these provisions.

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14. GENERAL RULES

- 14.1 The Company reserves the right to install services and meters based on the normal requirements for service. The Company does not undertake to provide service for unduly high rates of water demand prevailing only for short periods of time and reserves the right to refuse to install over size services or meters to serve such high demands.
- 14.2 The Company does not undertake to render any special service or maintain any fixed pressure. The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities, but in case service is interrupted, irregular, defective or fails because of breakdown or emergency, or from causes beyond the control of the Company, the Company will not be liable for damage or inconvenience resulting therefrom. In the event of an accident or for other reasons, the Company may shut off the water in its mains and pipes and may restrict the use of water whenever the public welfare may require it. All customers requiring an uninterrupted supply or a uniform pressure of water for steam boilers, hot water or other apparatus, or for any other purpose, shall provide their own means of obtaining such service.
- 14.3 The Company may restrict water service during certain periods if it deems that such restriction is necessary to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or Department of Environmental Protection pursuant to the Water Supply Management Act.
- When the supply of water is to be shut off temporarily or curtailed, a notice stating the purpose and probable duration of the shutoff or curtailment will, whenever practicable, be given to all affected customers. Planned interruptions for operating reasons shall be preceded by reasonable notice to all affected customers, and the work shall be planned so as to minimize customer inconvenience.
- 14.5 The Company does not undertake to supply any uniform quality of water for special purposes, such as manufacturing or processing plants, laboratories, swimming pools

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bleaching or dyeing plants or laundries. Customers requiring water of special quality, or water at all times free from discoloration or turbidity, shall provide their own means of filtering the water or such other protection as may be deemed necessary for the purposes required.

- 14.6 Neither by inspection nor non-rejection, nor in any other way does the Company give any guarantee or assume any responsibility, express or implied, as to the adequacy, safety, or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer, or leased by the customer from third parties.
- 14.7 Except as to the liability, if any, imposed by law, the Company will not assume responsibility for any injury, casualty, or damage resulting from the supply, or use of water service, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.
- 14.8 Unless authorized by the Company, no person is permitted to turn the water on or off at any street valve, corporation stop and curb stop, or other street connection, or tamper with, disconnect or remove, any meter or other device without the consent of the Company.

A charge for repairing or replacing damage to a curb stop or meter caused from misuse by the customer and/or a charge for clearing an obstruction to a curb stop shall be made in accordance with the actual costs incurred by the Company for the work and equipment involved.

Whenever the Company has determined that a customer's service has been reconnected without the permission of the Company after the service has been terminated for non-payment of bills or violation of the Company's Tariff, the Company will terminate the customer's service for a second time and give written notice to the customer that if service is reconnected again without permission of the Company, it will be necessary for the Company to excavate and physically disconnect service and that a reconnection charge of \$500 or the actual cost incurred by the Company to excavate and physically disconnect and reconnect the service, whichever is less, will be made. Penalties provided by law for any such action will be rigidly enforced.

- 14.9 No agent, representative or employee of the Company has authority to modify any provision contained in this Tariff or to bind the Company by any promise or representation contrary thereto.
- 14.10 Resale by a customer, except by a duly authorized water utility, of water service supplied by the Company is prohibited.

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- 14.11 This Tariff is made a part of all agreements for the supply of water service unless specifically modified in a particular Rate Schedule.
- 14.12 The Company reserves the right to terminate, change, revise or supplement this Tariff, to the extent permitted by law, or permitted by the applicable regulations of the Board of Public Utilities or other state regulatory body having jurisdiction.
- 14.13 The failure of the Company to insist in any one or more instances upon strict compliance with any provision of this Tariff shall not be construed as a waiver or relinquishment of right of the Company thereafter to require compliance with such provision of this Tariff.

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- 15. EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY
 - 15.1 Discontinuance of service for failure to comply with use restrictions.

For compliance by the utility in good faith with any governmental order or directive, notwithstanding that such order or directive subsequently may be held to be invalid, the Company may, upon reasonable notice, as set forth in Sections 15.3 and 15.5 herein, suspend, curtail, or discontinue service pursuant to N.J.S.A. 48:2-23, N.J.S.A. 48:2-24, and N.J.A.C. 14:3-3A.1 for any of the following acts or omissions on the part of the customer.

- (1) Connecting or operating any piping or other facility, including, but not limited to, lawn sprinkling on the customer's premises in such a manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective; or
- (2) Continuing waste of water by customers after notice from the utility through improper or imperfect pipes, fixtures, or failure to comply with restrictions; or
- (3) Failure to comply with the standard terms and conditions contained in this Tariff or failure to comply with any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.
- 15.2 Water service shall be restored when the conditions under which such service was discontinued, as specified above, are corrected and upon the payment of the SPECIAL RESTORATION OF SERVICE CHARGE of \$100.00 for each restoration.
- 15.3 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, because of emergencies beyond the control of the Company, including governmental mandate, service is interrupted, irregular, defective or fails, the Company

Issued: November 9, 2015

By:

David Stanton, President

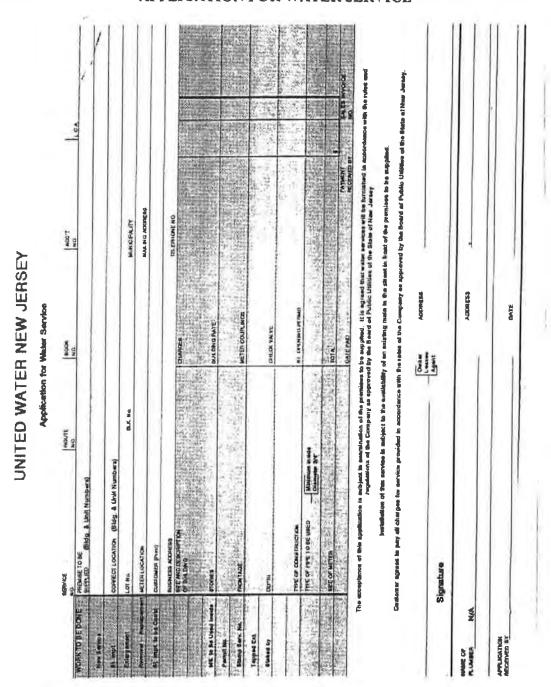
will not be liable for damage or inconvenience resulting therefrom. In the event of an extraordinary demand and/or diminished supply, the Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a newspaper of general circulation in the utility service area. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other Sections of this tariff.

- The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and the Board by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.7(*i*) within one week. Thereafter, the utility shall provide weekly reports for the duration of the emergency.
- When the supply of water to individual customers is to be shut off or curtailed for failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise its customers by placing a doortag on the front door of the home of the individual(s) in violation of the restrictions, at least twenty-four (24) hours prior to discontinuance or curtailment, or by giving another form of notice acceptable to the Board. The Company will advise business and commercial customers, in writing, by mailing a notice to the customers' billing address. In the case of doortags, they shall be sequentially numbered and include the date, time and nature of the violation and the procedure for restoration of service. All such notices shall be accounted for by the utility.

Issued: November 9, 2015 Effective: November 9, 2015

Effective: November 9, 2015

APPLICATION FOR WATER SERVICE

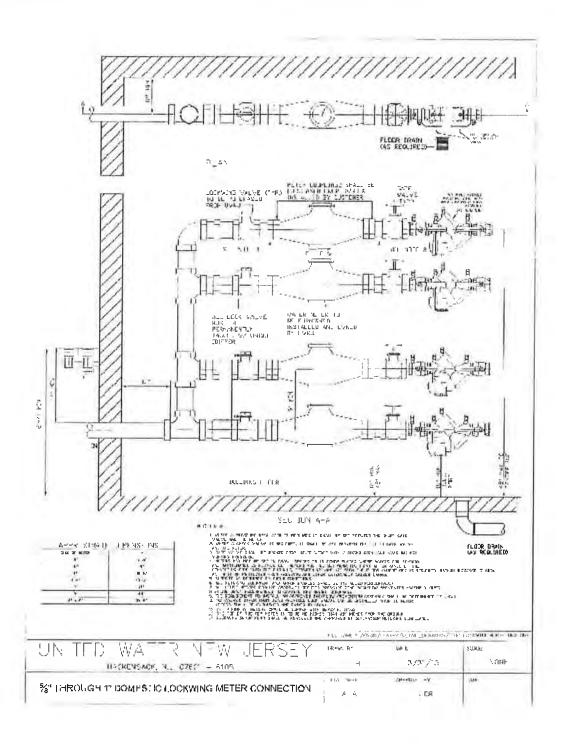


Pursuant to a March 13, 1991 decision by the Board of Public Utilities in Docket No. WR90090792J

Issued: November 9, 2015

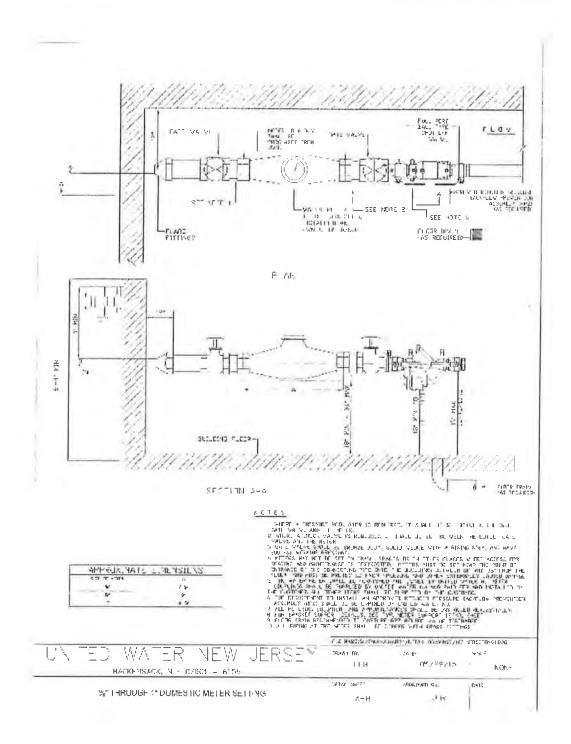
By:

David Stanton, President



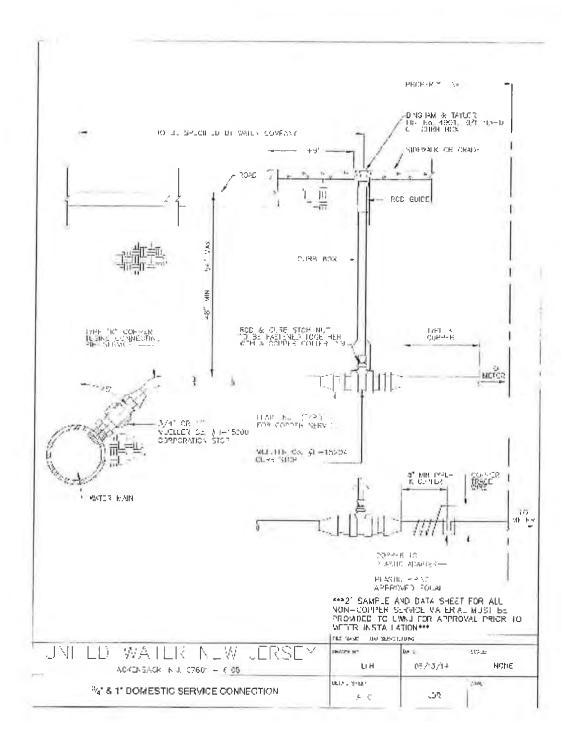
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By: David Stanton, President



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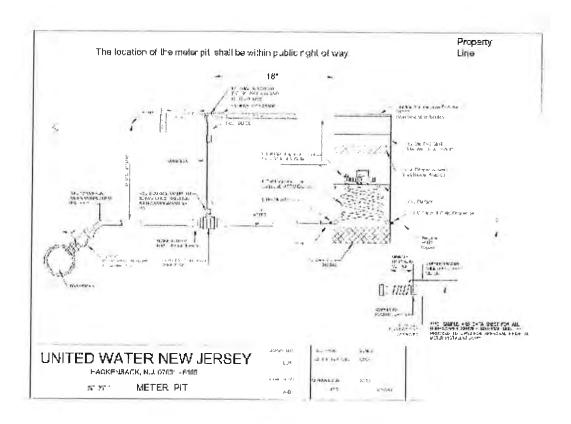
By: David Stanton, President



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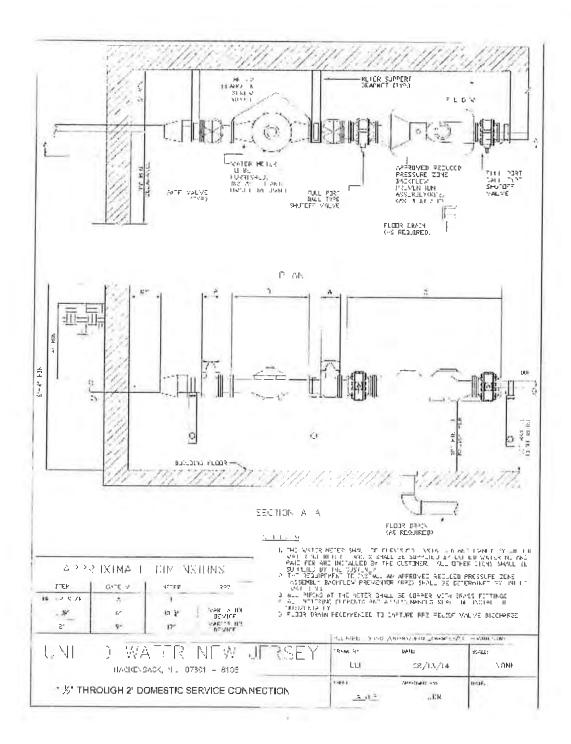
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By: David Stanton, President

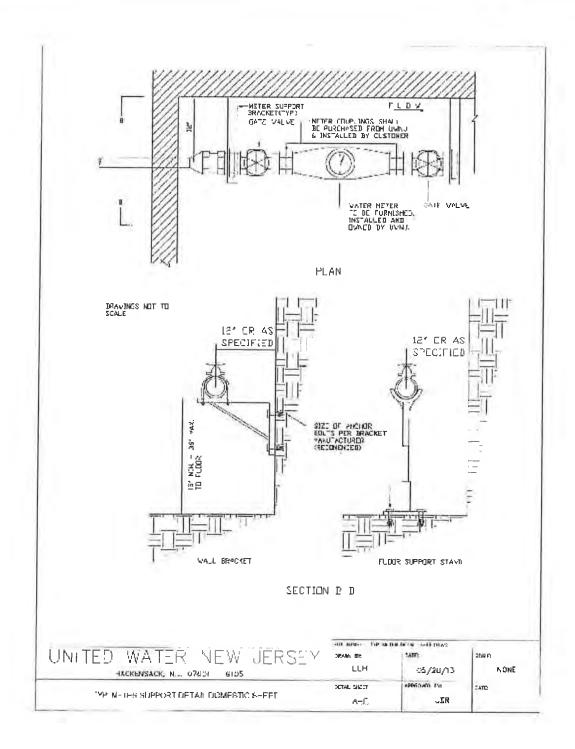


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By: David Stanton, President



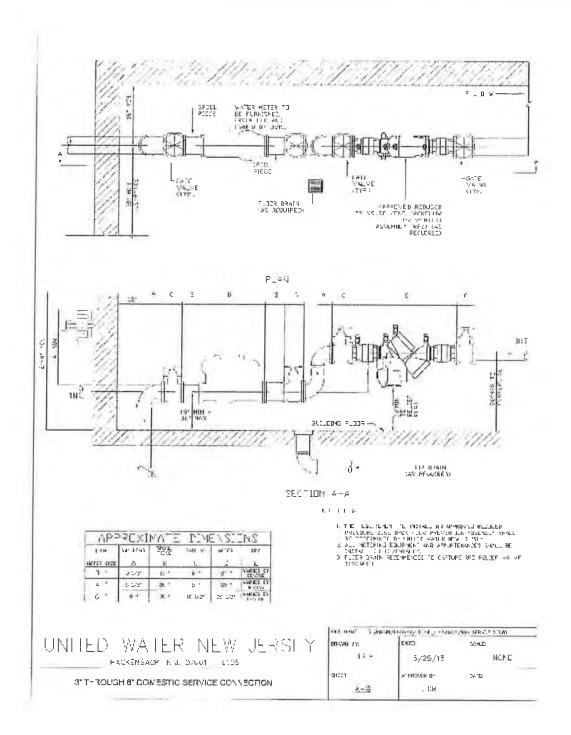
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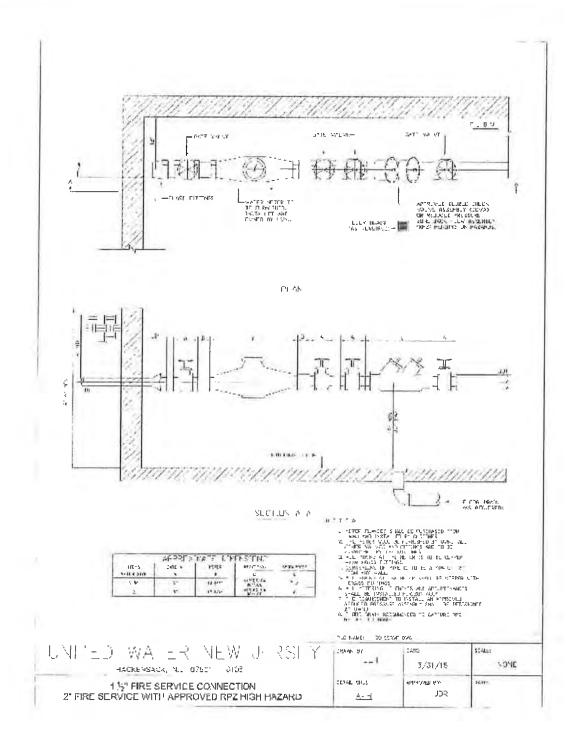
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Effective:

By: David Stanton, President



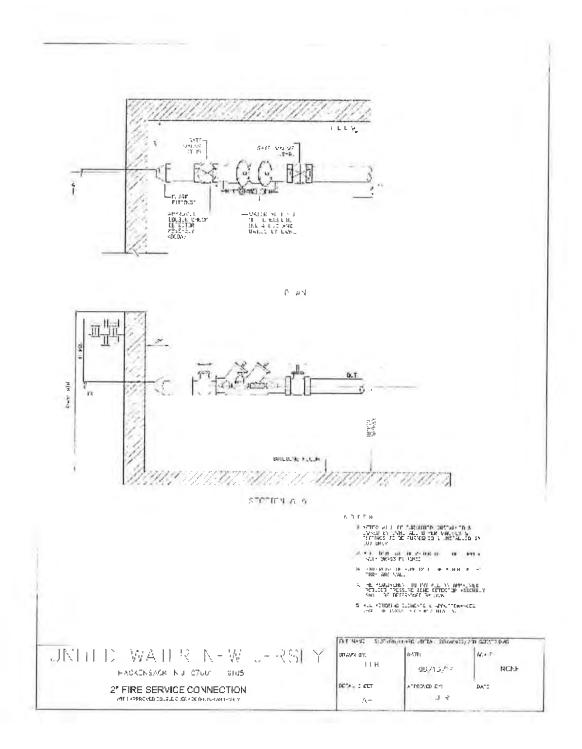
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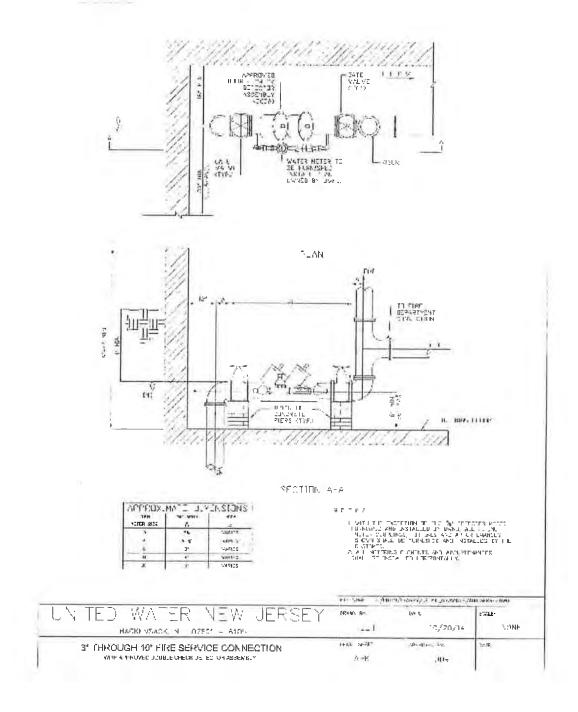
By: David Stanton, President



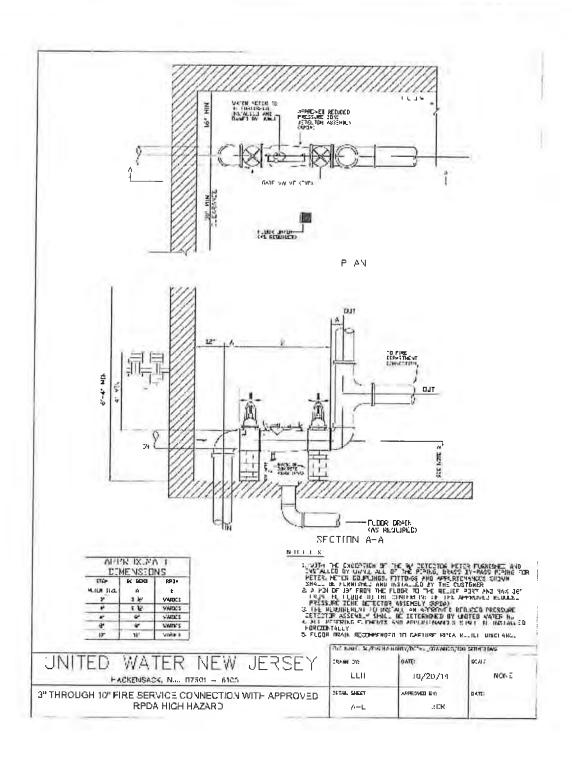
Issued: Effective:

By: David Stanton, President 461 From Road, Suite 400, Paramus, NJ 07652

Filed pursuant to a November 12, 2015 letter to the Board of Public Utilities declaring the Company's name change from United Water New Jersey Inc. to SUEZ Water New Jersey Inc.

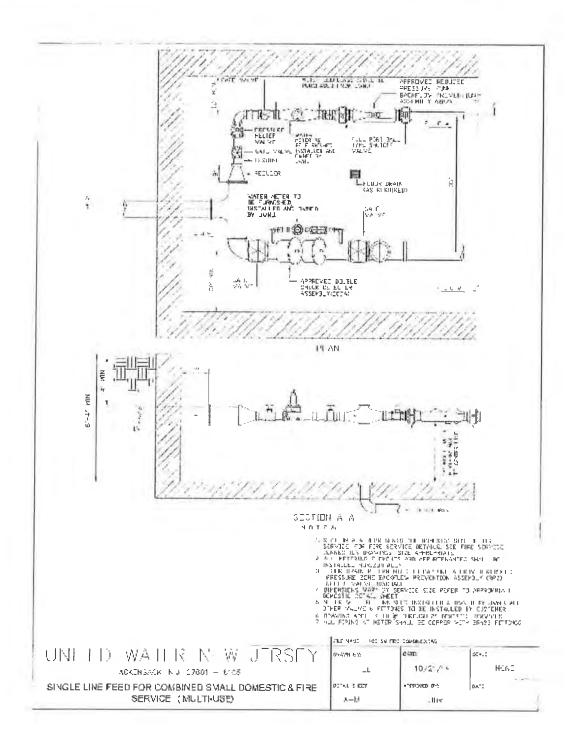


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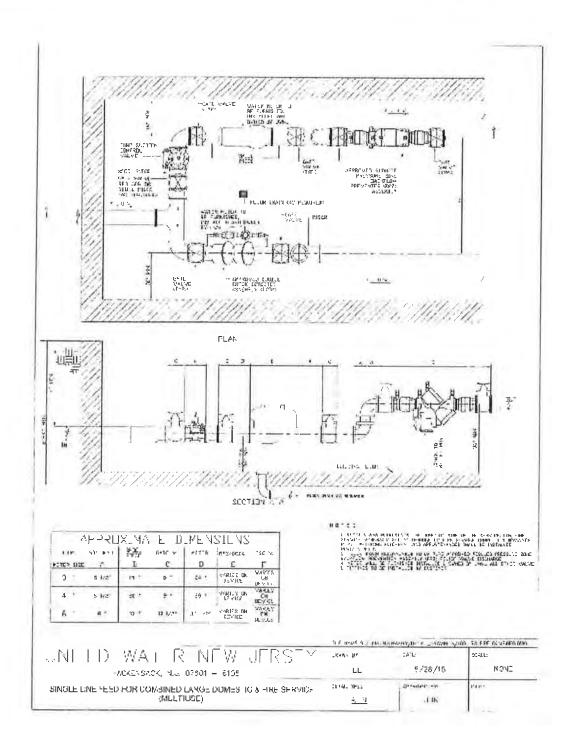
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By: David Stanton, President



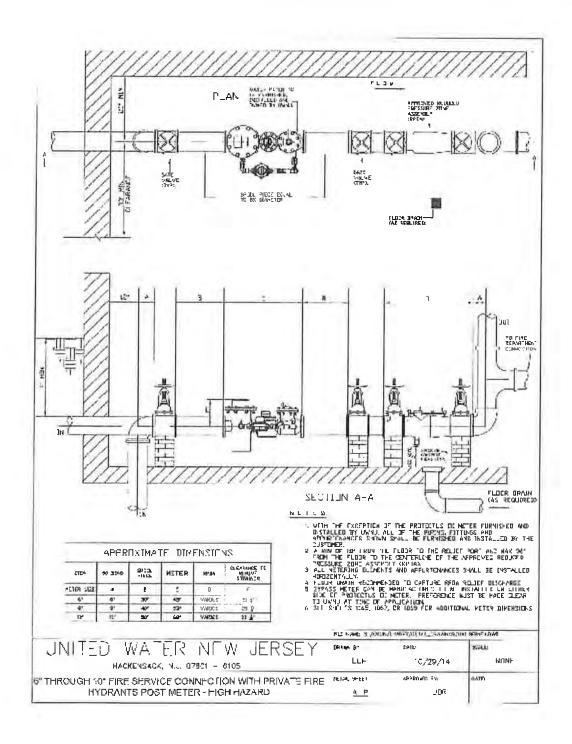
Effective:

By: David Stanton, President



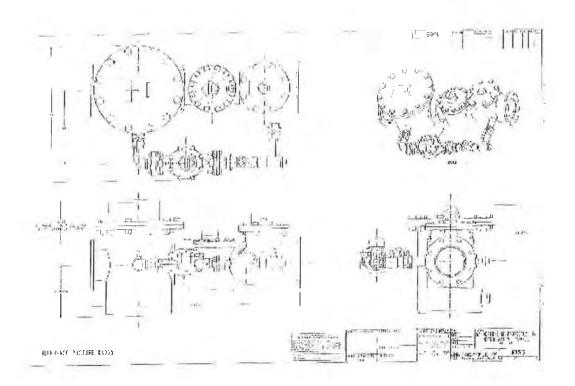
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By: David Stanton, President



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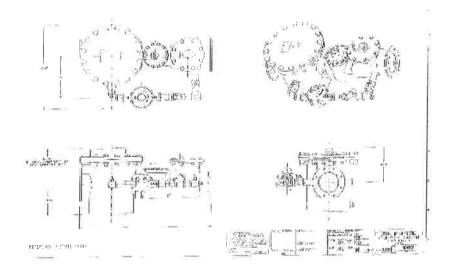
By: David Stanton, President



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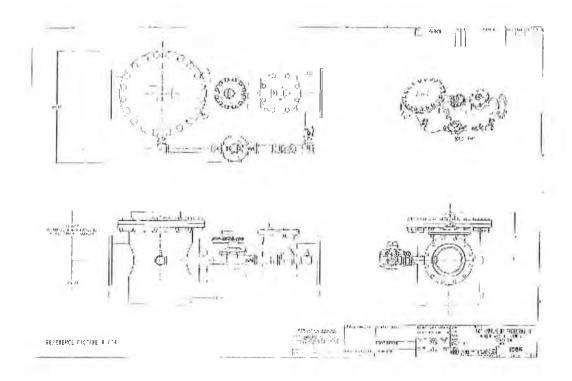
By:

David Stanton, President 461 From Road, Suite 400, Paramus, NJ 07652



Effective:

By: David Stanton, President



Effective:

By: David Stanton, President

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: \$4.2973 per hundred cubic feet *

** Exempt Rate \$3.7007 per hundred cubic feet \$ 4.9477 per thousand gallons

**Evennt Pate

\$ 4.2973 per fluidred cubic feet \$ 5.7451 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.

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

Facilities Charge:

			Lycillh	. Nate
Size of Meter	Per Month	<u>Per Day</u>	Per Month	<u>Per Day</u>
5/8 Inch	\$11.50	\$0.3781	\$9.90	\$0.3255
3/4 Inch	17.25	0.5671	14.86	4.4885
1 Inch	28.75	0.9452	24.76	0.8140
1-1/2 Inch	57.50	1.8904	49.52	1.6281
2 Inch	92.00	3.0247	79.23	2.6048
3 Inch	172.50	5.6712	148.55	4.8838
4 Inch	287.50	9.4521	247.59	8.1399
6 Inch	575.00	18.9041	495.18	16.2799
8 Inch	920.00	30.2466	792.29	26.0479
10 Inch	1,322.50	43.4795	1,138.91	37.4436
12 Inch	1,897.50	62.3836	1,634.09	53.7235

Issued:

Effective:

By:

David Stanton, President

^{*} One hundred cubic feet equals 748 gallons

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 postmark date $\underline{N.J.A.C.}$ 14:3 – 3A.3(b). 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.

** 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.

Issued:

Effective:

By: David Stanton, President

RATE SCHEDULE NO. 2

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABILITY:

Applicable to municipal water systems and water utilities (as defined in N.J.S.A. 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:

\$ 2.6482 per hundred cubic feet.

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date <u>N.J.A.C.</u> 14:3 – 3A.3(b). Bills will be rendered monthly.

Issued: Effective:

By: David Stanton, President

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 service connections with or without hose or hydrants connected to them.

			**Exempt I	Rate
Size of Service	Per Month	Daily Rate	Per Month	Daily Rate
*1-1/2 Inch	\$17.45	\$0.5737	\$15.03	\$0.4941
*2 Inch	31.14	1.0238	26.82	0.8818
3 Inch	87.28	2.8695	75.16	2.4710
4 Inch	138.46	4.5521	119.24	3.9202
6 Inch	285.56	9.3883	245.92	8.0850
8 Inch	507.66	16.6902	437.19	14.3734
10 Inch	793.22	26.0785	683.11	22.4584
12 Inch	1,142.22	37.5524	983.66	32.3395

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

	Per Month	<u>vdrant</u> Daily Rate
Hydrant	\$61.33	\$2.0163

Issued:

Effective:

By:

David Stanton, President

RATE SCHEDULE NO.3 (Continued)

CONSUMPTION CHARGE:

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 postmark date <u>N.J.A.C.</u> 14:3 – 3A.3(b). 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.
- ** 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.

Issued:

Effective:

By:

David Stanton, President

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

Monthly charge of \$ 0.00460388 per inch foot of distribution and transmission mains serving the municipality.

Hydrant Charge

\$ 17.18 monthly 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 SUEZ Water Lambertville: \$ 43.27 monthly for each hydrant

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). 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.

Issued:

Effective:

By: Da

David Stanton, President

RATE SCHEDULE NO. 4 (Continued)

TERM:

Continuous until water service within municipality is permanently discontinued.

SPECIAL PROVISIONS:

The number of "inch feet" is computed by multiplying the linear feet by the internal diameter in inches of distribution and transmission mains serving a municipality (for example: 100 feet of 6 inch mains is equivalent to 600 inch feet.)

Inch Foot transmission system charges are allocated based upon the population of the town served by the transmission main.

See also "Standard Terms and Conditions," Paragraphs 9.1 through 9.3, inclusive, Sheet No. 23.

Issued: November 9, 2015

Effective: November 9, 2015

By:

David Stanton, President

RATE SCHEDULE NO. 5

BUILDING CONSTRUCTION SERVICE

APPLICABILITY:

Applicable, throughout entire territory to water service for major construction projects only.

CHARACTER OF SERVICE:

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

RATE:

1) Metered:

Whenever possible, water for building purposes will be supplied through meters and with backflow devices supplied by the Company and charged at the General Metered Service, Rate Schedule No. 1. A monthly facilities charge for the number of months used.

When metered, deposit requirements as stated in "Standard Terms and Conditions" 3.1, Sheet No. 10, shall apply based upon Rate Schedule No. 1. Calibration and restock fee \$150.00

2) Unmetered:

Should a new service be required to provide temporary use, the customer shall pay the cost to install and remove the service.

No person/entity, other than municipal fire (for firefighting purposes only) and Company personnel, unless authorized by the Company is permitted to operate or take water from any public or private fire hydrant/connection for street sprinkling, flushing sewers, storm water drains, street sweeping, landscaping projects, or for building construction or any other purpose. Unauthorized operation of a fire hydrant/connection is subject to all fines and penalties under local Municipal Ordinances, along with a minimum charge of \$500.00 for the unauthorized use of Company facilities plus cost for any water used and the actual cost for the repair of any damages to the Company's property resulting there from.

Issued:

Effective:

By: David Stanton, President

RATE SCHEDULE NO 5 (Continued)

Use of fire hydrants may be permitted for specific purposes when special permission is obtained from the Company by written permit. Permits to use hydrants will not be issued during cold weather particularly the period from December 1 to April 1. The Company will charge for this service and will require a deposit for the meter and with back flow device furnished by the Company for the service. Any special permission grant shall be revocable at any time by the Company.

The rates shall be the same as set forth under the General Metered Service, Rate Schedule No. 1 and calculated as follows:

A Consumption charge based on the Company's estimate of the volume of water to be used.

A Facility Charge based on the opening in the main providing service or the hydrant discharge multiplied by the Company's estimate of the number of months water is to be used.

Charges shall be payable in advance. At expiration of estimated duration or upon completion of building, whichever comes first, water service shall be discontinued until either a request for an extension of construction service or a regular application for service is submitted to the Company. When completion of building is less than the estimated months, a pro rata refund will be made upon discontinuance of service.

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

Payment in advance.

TERM:

On completion of building. The hydrant meter program is only utilized from April 1st to November 30th of each year without exceptions. All hydrant meters and with back flow devices must be returned to SUEZ Water by November 30th of each year.

Issued:

Effective:

By:

David Stanton, President

RATE SCHEDULE NO 5 (Continued)

SPECIAL PROVISIONS:

Under this schedule, water service will be supplied for major construction projects which typically consist of foundations and major superstructures construction and project duration of no less than three months.

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 major construction projects, 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.

The meter is to be returned in accordance with the building construction agreement. If not returned at that time, in addition to the monthly facility charges, a penalty will be charged at \$150.00 month.

Damage to the meter or the equipment will be billed at cost.

Issued: November 9, 2015

Effective: November 9, 2015

By:

David Stanton, President

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:

At Meter:

During normal business hours (8:00 a.m. to 4:30 p.m.) \$70.00 During all other hours \$130.00

At Curb Stop \$500 or Actual Cost (whichever is less)

Issued: Effective:

By: David Stanton, President

RATE SCHEDULE NO. 6 (Continued)

METER RESET CHARGE:

In cases where the Company suspends service to unoccupied premises pursuant to Paragraph 7.9 of the Tariff, the Company will charge the customer for resetting the meter as follows:

Meter Size	Inside Buildings	Meter Pit or Vault
5/8" – 1" 1-1/2" – 2"	\$ 84.00 101.00	\$ 84.00 177.00
3" and Larger	355.00	508.00

REPAIR AND REPLACEMENT CHARGE:

A charge for repairing damage to a meter or curb stop caused from misuse by the customer, frost, hot water or external causes; or for replacing a meter at the request of the customer where the meter has been in use for less than two years shall be made as follows:

	Meter Size	Inside Bu	uildings	Meter	Pit or Vault
	5/8"	\$ 59	.00	\$	59.00
	3/4"	66	.00		66.00
	1"	74	.00		74.00
	1-1/2"	307	.00		354.00
	2"	370	.00	4	408.00
*	3" and Larger	At C	ost	A	At Cost
*	Curb Stop	At C	ost	P	At Cost

^{*} At Cost - includes labor, materials and transportation

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By: David Stanton, President

Effective: November 9, 2015

RATE SCHEDULE NO. 6 (Continued)

METER TESTING CHARGE:

If more than one test is made at the request of the customer in less than the interval of one year, a charge shall be made for each test after the first test as follows:

Meter Size	<u>Rate</u>
5/8"	\$ 46.00
3/4"	50.00
1"	50.00
1-1/2"	78.00
2"	78.00
3"	247.00
4"	255.00
6" and Larger	267.00

BAD CHECK CHARGE:

Should the Company receive a negotiable instrument from the applicant or customer in payment of any bill, charge or deposit due and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge of \$5.00 plus any payments the company was required to pay its bank or other agency for handling such instrument.

REMOTE METER REPAIR CHARGE:

The charge for repairing damage to a remote meter when the damage results from causes other than ordinary wear and tear shall not exceed the replacement cost of a new device.

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By:

David Stanton, President

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 \$250.00 will be charged to the 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.

Issued:

Effective:

By:

David Stanton, President

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:

\$ 1.53 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:

\$ 1.96 per month per residential unit

The amount of a customer's bill for a billing period will be the total of the Flat Rate Unmetered 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.

Issued:

Effective:

By:

David Stanton, President

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Issued: November 9, 2015

Effective: November 9, 2015

By:

David Stanton, President

RATE SCHEDULE NO. 9 DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the facilities charge provided for in this Tariff in Rate Schedule No.1 General Metered, the following charges will apply to all metered customers throughout the service territory of the Company.

RS No.1 General Metered

	General Meter	* Exempt Rate
Size of Meter	Per Month	Per Month
5/8 Inch	\$ 0.00	\$ 0.00
3/4 Inch	0.00	0.00
1 Inch	0.00	0.00
1-1/2 Inch	0.00	0.00
2 Inch	0.00	0.00
3 Inch	0.00	0.00
4 Inch	0.00	0.00
6 Inch	0.00	0.00
8 Inch	0.00	0.00
10 Inch	0.00	0.00
12 Inch	0.00	0.00

EXEMPTIONS:

*Sales to a public utility subject to a payment of Gross Receipts and Franchise Taxes shall be exempt from the applicable Gross Receipts and Franchise Taxes.

Issued:

Effective:

By:

David Stanton, President

EXHIBIT B

SUEZ WATER NEW JERSEY INC Operating Revenues at Present and Proposed Rates SETTLEMENT

Line No.		AS FILED at Present Rates	ED Rates	SETTLEMENT at Present Rates	SETTLEMENT at Proposed Rates	% <u>Increase</u>
		(2)		(3)	(4)	(5)
τ-	Metered Sales to General Customers	181,4	181,445,340	182,904,983	199,030,863	8.82%
7	Private Fire Protection Service	15,7	15,724,259	15,724,259	15,724,260	0.00%
က	Public Fire Protection Service	9,6	8,685,321	8,685,321	8,772,167	1.00%
4	Sales for Resale	5,6	5,935,177	5,970,849	6,557,025	9.82%
C)	Intercompany Sales		1.090	1,002	1,288	28.58%
9	Total Revenue from Sales	211,7	211,791,188	213,286,413	230,085,603	7.88%
~ 8	OTHER OPERATING REVENUES Miscellaneous Service Revenues	(*)	378,507	378,507	378,507	
6	Rents from Water Property	2	261,047	261,047	261,047	
10	Total Other Operating Revenues	9	639,554	639,554	639,554	0.00%
7	Total Operating Revenue:	\$ 212,4	212,430,742	\$ 213,925,967	\$ 230,725,157	7.85%
12	DSIC Revenue	5,7	5,799,994	5,799,994	1	
13	TOTAL	\$ 218,2	218,230,736	\$ 219,725,961	\$ 230,725,157	5.01%
4	Rounding:				805	
15	15 Target:				\$ 230,725,961	

SUEZ WATER NEW JERSEY INC PROOF OF REVENUE 3/14/2016

No.		PER SETTLEMENT At Current Rates	EMENT Rates			PER SETTLEMENT Proposed Rates	Rates	
	(1)	(2)	(3)	(4)	(2)	(9)	(1)	(8)
General Sales Facilities and Other Charges Water CCF Metered Sales	Construction Hydranis 30	<u>200F</u> 7,373	Avge Rate \$ 1,188.00 \$ 4.1211	35,640 30,385 \$ 66,025	Construction Hydranis 30	30 CCF 30 7,373	Avge Rate \$ 1,530,00 \$ 4,2973	45,900 31.684 77,584
Facility Charges Monthly <u>Meter Size</u>	Number of Bills Annual	Number of Bills Monthly	Rate Existing	Fixed	Number of Bills Annual	Number of Bills Monthly	Rate Proposed	Fixed
5/8" 3/4" 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	167,766 9,382 10,850	2,013,192 112,584 130,200	8.65 12.97 21.62	\$ 17,414,111 \$ 1,460,214 \$ 2,814,924	167,766 9,382 10,850	2,0		2
. ଦ ହ 4	2,640 2,640 789 745	31,680 31,680 9,468 5,340	69.20 129.75	\$ 2,192,256 \$ 1,228,473	2,640	., (.)		\$ 2,914,560 \$ 1,633,230
6. 8° 10 ¹	215	2,580	691.99 994.73	\$ 1,115,824 \$ 41,519	215	5 2,540 5 60 60	~	\$ 1,535,250 \$ 1,483,500 \$ 55,200
21 Total Facility Charges	194,985	2,339,820	4 . 1	\$ 28,923,564	194,985	5 2,339,820	Uc./88,r	\$ 38,454,942
23 <u>Consumption Charges</u> 24 General Metered 25 HAW Flat Rate Cons 27	12,516	37,339,536	Rate 4.1211 1.35	\$ 153,879,962 \$ 153,896,858	12,516	37,339,536 6 1043	Rate 4.2973 1.47	\$ 160,477,587
Total Metered Sales				\$ 182.886.447				\$ 199,010,113
Resale regular consumption Resale minimum per contract 6% Raw water		2,549,899	2.3322 2.3322 0.50678	\$ 5,946,874 \$ - \$ 23,974		2,406,436 143,463 47,307	2.5618 2.5618 0.52198	\$ 6,164,808 \$ 367,524 \$ 24,693
Sales to Public Utilities 5/8" 1" CCF	18 15 (less GRAFT)	216 180 3.825	7,45 18.62 3.5490	1,609 3,352	(Pece GRAFT)	18 216 15 180 2 2 2 5 2 5 2 5 5 5 5 5 5 5 5 5 5 5 5 5	9.90 24.76	2,138
Total Sales to Public Utilities				\$ 18.536	C PAGE SERVICE	0,020	П	\$ 20,750
		5 5	11,17	134		12 12 12	14.86	178 951
Total Intercompany	(less GKAFI)	43	3.5490	153	(less GRAFT)	43	3.7007	159

SUEZ WATER NEW JERSEY INC PROOF OF REVENUE 3/14/2016

		At Current Rates				Proposed Rates	ites	
44	(4)	(2)	(3)	(t)	(2)	(9)	(2)	(8)
45 Private Fire Service 46 (Includes Reduction for Residential 2" and Less)								
Meter		Number of		Fixed	Number of	Number of		Fixed
48 Size 49	Customers	Bills	Rate	Кеуепие	Customers	Bills	Rate	Revenue
*	75	900	ıΩ	\$ 15,705	75	900	17.45	v.
	291	3,492	31.14	108,741	291	3.492		108 741
	235	2,820	87.28	246,130	235	2,820		\$ 246,130
53 4"	1,994	23,928	138.46	3,313,071	1 994	23.928		(C)
	1,858	22,296	285.56	6,366,846	1.858	22,296		
	775	9,300	99.709	4,721,238	775	9,300		
10"	43	516	793.22	409,302	43	516		
12"	Ω	09	1,142.22	68,533	ı	9	1,142.22	
58	5,276		-,	\$ 15,249,565	5,276		100	\$ 15,249,566
_	645	7.740	61.33	474.694	645	7.740	61.33	474.694
61 Total Private Fire Service				\$ 15.724.259				\$ 15,724,260
62 63 Public Fire Service								
_	14,821	177,852	17.01	\$ 3,025,263	14,821	177,852	17.18	\$ 3,055,497
65 Public Hydrants (Lambertville)	64	792	42.84	33,929	28	792	43.27	
99			•	3,059,192			,	3,089,767
			Annual Rate				Annual rate	
_	102,014,412		0.0546996	5,580,148	102,014,412		0.0552466	5,635,949
_	1.955	23,460	1.96	\$ 45,982	1,955	23,460		\$ 46,451
70 Total Public Fire Service				\$ 8.685,321				80
72 Total Revenue from Sales				\$ 213 286 413				\$ 220 08E 602
73 Miscellaneous Revenue				\$ 639.554				F 630 554
74 Total Operating Revenue				27.3				200
				5 799 994				4 23U.1
-			8	\$ 219 725 961				€ 930 79E 4E7
4				100,000				£30'1
78 Variance 79 Target 80 Increase								\$ 805 \$ 230,725,961
								11,000,000 5.01%
oz 83. Consumption CCF				20 047 003				
84 Consumption MGL				33,341,303				39,947,983



Stephen B. Genzer

Phone: (973) 286-6712

Fax: (973) 286-6812 sgenzer@saul.com

www.saul.com

April 14, 2016

VIA FEDERAL EXPRESS

Honorable Evelyn J. Marose, ALJ Office of Administrative Law 33 Washington Street Newark, NJ 07102

Re:

In the Matter of the Petition for Approval of an Increase in Rates for

Water Service and Other Tariff Changes for Suez Water New Jersey Inc.

BPU Docket No. WR15101177 OAL Docket No. PUC 16468-15

Dear Judge Marose:

Enclosed for filing please find an original and two (2) copies, plus one additional copy, of a Stipulation of Settlement which has been executed on behalf of Petitioners, Staff of the Board of Public Utilities and the Division of Rate Counsel, in the above-referenced matter. Kindly stamp the additional copy of the Stipulation "filed" and return in the self-addressed, stamped envelope.

We ask that Your Honor kindly process this Stipulation and forward it to the Board of Public Utilities as soon as possible so that it can make their next Agenda.

Thank you for your attention to this matter.

Respectfully submitted

Stephen B. Genzer

SBG/jg Enclosure

cc: Attached Service List (via Email and Regular Mail, w/encl.)

SERVICE LIST

In the Matter of the Petition for Approval of an Increase in Rates for Water Service and Other Tariff Changes for SUEZ Water New Jersey Inc.

BPU Docket No. WR15101177

OAL Docket No. PUC 16468-15

Irene Kim Asbury, Secretary Board of Public Utilities 44 South Clinton Ave., 3rd Fl., Ste 314 P.O. Box 350 Trenton, NJ 08625-0350 irene.asbury@bpu.state.ni.us

Maria L. Moran, Director Division of Water Board of Public Utilities 44 South Clinton Ave., 3rd Fl., Ste 314 P.O. Box 350 Trenton, NJ 08625-0350 maria.moran@bpu.state.nj.us

Michael Kammer, Bureau Chief Board of Public Utilities 44 South Clinton Ave., 3rd Fl., Ste 314 P.O. Box 350 Trenton, NJ 08625-0350 mike.kammer@bpu.state.nj.us

Mona Mosser, Bureau Chief Board of Public Utilities 44 South Clinton Ave., 3rd Fl., Ste 314 P.O. Box 350 Trenton, NJ 08625-0350 mona.mosser@bpu.state.nj.us

Dr. Son Lin Lai
Office of the Economist
Board of Public Utilities
44 South Clinton Ave., 3rd Fl., Ste 314
P.O. Box 350
Trenton, NJ 08625-0350
son-lin.lai@bpu.state.nj.us

Justin Cederberg, Rate Analyst Bureau of Rates Board of Public Utilities 44 South Clinton Ave., 3rd Fl., Ste 314 P.O. Box 350 Trenton, NJ 08625-0350 justin.cederberg@bpu.state.nj.us Magdy Mekhaeil Board of Public Utilities 44 South Clinton Ave., 3rd Fl., Ste 314 P.O. Box 350 Trenton, NJ 08625-0350 magdy.mekhaeil@bpu.state.nj.us

Eric Hartsfield, Director
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Ave., 3rd Fl., Ste 314
P.O. Box 350
Trenton, NJ 08625-0350
eric.hartsfield@bpu.state.nj.us

Stefanie A. Brand, Director Division of Rate Counsel 140 East Front Street, 4th FI. P.O. Box 003 Trenton, NJ 08625 sbrand@rpa.state.nj.us

Debra F. Robinson, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
P.O. Box 003
Trenton, NJ 08625
drobinson@rpa.state.nj.us

Christine M. Juarez, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
P.O. Box 003
Trenton, NJ 08625
cjuarez@rpa.state.nj.us

Brian Lipman, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
P.O. Box 003
Trenton, NJ 08625
drobinson@rpa.state.nj.us

Darlene Duque-Garcia, Paralegal Division of Rate Counsel 140 East Front Street, 4th Floor P.O. Box 003 Trenton, NJ 08625 dduque-garcia@rpa.state.ni.us Veronica Beke, DAG
Division of Law
Dept. of Law and Public Safety
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, NJ 07101
veronica.beke@dol.lps.state.nj.us

Christopher Psihoules, DAG
Division of Law
Dept. of Law and Public Safety
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, NJ 07101
christopher.psihoules@dol.lps.state.nj.us

Howard J. Woods, Jr., P.E. Howard J. Woods & Associates, LLC 138 Liberty Drive Newtown, PA 18940-1111 howard@howardwoods.com

Dante Mugrace
PCMG and Associates
90 Moonlight Court
Toms River, NJ 08753
dmugrace@pcmgregcon.com

Karl Pavlovic
PCMG and Associates
22 Brookes Avenue
Gaithersburg, MD 20877
kpavlovic@pcmgregcon.com

Brian Kalcic
Excel Consulting
225 S. Meramec Avenue, Suite 720T
St. Louis, MO 63105
excel.consulting@sbcglobal.net

David C. Parcell Technical Associates, Inc. 9030 Stony Point Parkway Suite 580 Richmond, VA 23235 parcelld@tai-econ.com James C. Cagle Vice President Regulatory Business SUEZ Water New Jersey 461 From Road, Suite 400 Paramus, NJ 07652 iim.cagle@suez-na.com

Gary S. Prettyman Senior Director Regulatory Business SUEZ Water New Jersey Inc. 461 From Road, Suite 400 Paramus, NJ 07652 gary.prettyman@suez-na.com Debra Visconti Regulatory Coordinator SUEZ Water New Jersey Inc. 461 From Road, Suite 400 Paramus, NJ 07652 debra.visonti@suez-na.com.com

Colleen A. Foley, Esq.
Saul Ewing LLP
One Riverfront Plaza, Suite 1520
1037 Raymond Blvd.
Newark, NJ 07102
cfoley@saul.com

Stephen B. Genzer, Esq. Saul Ewing LLP One Riverfront Plaza, Suite 1520 1037 Raymond Blvd. Newark, NJ 07102 sgenzer@saul.com

Jane H. Gisbey
Saul Ewing LLP
One Riverfront Plaza, Suite 1520
1037 Raymond Blvd.
Newark, NJ 07102
jqisbey@saul.com