



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 1<sup>st</sup> Floor  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

WATER

IN THE MATTER OF MIDDLESEX WATER	)	ORDER ADOPTING INITIAL
COMPANY FOR APPROVAL OF AN INCREASE IN	)	DECISION AND STIPULATION
ITS RATES FOR WATER SERVICE AND OTHER	)	
TARIFF CHANGES	)	DOCKET NO. WR23050292
	)	OAL DOCKET NO. PUC 04736-2023S

**Parties of Record:**

**Brian O. Lipman, Esq., Director**, New Jersey Division of Rate Counsel  
**Stephen B. Genzer, Esq.**, Saul Ewing Arnstein and Lehr, LLP, on behalf of Middlesex Water Company  
**Louis N. Rainone, Esq. and Michael R. Burns, Esq.**, Rainone, Coughlin, Minchello, LLC, on behalf of the Township of Marlboro, Old Bridge Municipal Utilities Authority, and Township of East Brunswick, Intervenor

BY THE BOARD:

By this decision and Order, the New Jersey Board of Public Utilities (“Board”) considers an Initial Decision (“Initial Decision”) issued by Administrative Law Judge (“ALJ”) Jacob S. Gertsman approving a Stipulation of Settlement (“Stipulation”) resolving all issues in controversy in this matter.

**BACKGROUND/PROCEDURAL HISTORY**

On May 15, 2023, pursuant to N.J.S.A. 48:2-21, N.J.A.C.14:1-5.11, N.J.A.C 14:1-5.12, N.J.A.C 14:9-7.1 *et seq.*, and N.J.A.C. 14:9-10 *et seq.*, Middlesex Water Company (“Middlesex” or “Company”), a regulated public utility of the State of New Jersey with its principal offices located at 485C Route One South, Suite 400, Iselin, New Jersey, 08830, filed a petition seeking approval to increase its base water rates, to make other tariff changes, and to update the base consumption and base costs of its Purchased Water Adjustment Clause (“PWAC”) under N.J.A.C. 14:9-7.1 *et seq.* (“Petition”).

The Company serves approximately 61,000 retail water customers in New Jersey located in Woodbridge Township, the City of South Amboy, the Boroughs of Metuchen and Carteret, portions of the Township of Edison and the Borough of South Plainfield in Middlesex County, and a portion of the Township of Clark in Union County. Middlesex also provides wholesale water service to the City of Rahway, the Townships of Edison and Marlboro, the Borough of Highland Park, and the Old Bridge Municipal Utilities Authority and provides water treatment and pumping services to the Township of East Brunswick.

## **PETITION**

By the Petition, Middlesex proposed to increase its water rates to produce approximately \$33.9 million, or 31.23%, in additional revenues above its current revenues of \$109.3 million for services rendered on and after June 15, 2023 (“Proposed Rates”).<sup>1</sup> The Company indicated that it would implement the Proposed Rates on February 15, 2024, on an interim basis pursuant to law, applicable regulations, and Board policy, if the Board suspended the effective date of the Proposed Rates pursuant to N.J.S.A. 48:2-21 but did not finally determine a new just and reasonable tariff prior to that date.

By the Petition, the Company seeks recovery of prudent investments made to address issues including, but not limited to, aging drinking water infrastructure to help ensure continued resiliency and quality of service. The Company indicated that it invested approximately \$136 million as part of its “Water for Tomorrow” capital improvement program which includes several large-scale infrastructure projects, all of which have been completed but are not currently reflected in customers’ rates.

Middlesex noted that its large-scale infrastructure projects include: 1) the Granular Activated Carbon water treatment system installed at its Park Avenue Water Treatment Plant facility to ensure compliance with recent New Jersey Department of Environmental Protection perfluoroalkyl and polyfluoroalkyl chemical regulations; 2) replacement of aging areas of Middlesex’s water distribution system including mains, valves, service lines, and meters under the Company’s “RENEW” program; and 3) replacement of approximately 25,000 feet of distribution mains and related hardware in accordance with the New Jersey Water Quality Accountability Act.

By Order dated June 29, 2023, the Board suspended the Company’s proposed rate increase until October 15, 2023.<sup>2</sup> The matter was subsequently transmitted to the Office of Administrative Law (“OAL”) as a contested case where it was assigned to ALJ Gertsman for consideration and hearing.

On June 30, 2023, the Old Bridge Municipal Utilities Authority, the Township of Marlboro, and the Township of East Brunswick (“Intervenors”) filed a motion seeking leave to intervene (“Motion”) in this matter. By Order dated August 2, 2023, ALJ Gertsman granted the Motion.

By Order dated September 27, 2023, the Board further suspended the Proposed Rates until February 15, 2024.

On July 20, 2023, Middlesex submitted its “9&3” update filing with actual test year data for nine (9) months, and projected data for three (3) months, for the period ending September 30, 2023. On October 1, 2023, the Company submitted its “12&0” update filing with actual test year data for the 12-month period ending September 30, 2023.

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<sup>1</sup> By correspondence dated May 30, 2023, the Company indicated it would not implement its proposed interim rates prior to the Board’s June 29, 2023 Agenda meeting.

<sup>2</sup> In re Middlesex Water Company for Approval of an Increase in its Rates for Water Service and Other Tariff Changes, BPU Docket No. WR23050292, Order dated June 29, 2023.

After proper notice in newspapers of general circulation throughout affected municipalities and counties within Middlesex's service territory, ALJ Gertsman presided over two (2) virtual public hearings at 4:30 p.m. and 5:30 p.m. on September 14, 2023. No members of the public appeared at the virtual public hearings; however, the Board received several written comments opposing the Company's proposed rate increase.

On January 17, 2024, Middlesex filed a letter of intent with the Board indicating that the Company would implement its provisional rate increase effective February 15, 2024, the end of the statutory suspension period, absent Board action in this matter.

#### Environmental Litigation Action

On August 29, 2023, the Company entered into a settlement agreement before the United States District Court for the District of New Jersey in Middlesex Water Company v. 3M Company, Docket No. 2:18-cv-15366 (D.N.J.) ("Environmental Litigation Action"). Middlesex indicated that it intends any net financial benefit which might result from the Environmental Litigation Action ("Environmental Settlement Proceeds") to ultimately inure to the benefit of the Company's customers in the form of mitigating future customer rates.

**STIPULATION**

Following comprehensive discovery and settlement discussions, Middlesex, Board Staff (“Staff”), and the New Jersey Division of Rate Counsel (“Rate Counsel”) (collectively, “Signatory Parties”) executed the Stipulation, the key elements of which are as follows:<sup>3</sup>

**A. Rate Settlement Contingent on the Company’s Receipt in Full of the Environmental Settlement Proceeds by July 15, 2024 (“Rate Settlement”).**

1. The Signatory Parties stipulate to the following allocation of Environmental Settlement Proceedings:

Net Environmental Settlement Proceeds	\$ 64,233,834
Proceeds classified as Contributions-in-Aid-of-Construction for the project to remediate the Park Avenue Wellfield Facility (Rate Base Reduction)	\$(48,254,141)
Proceeds classified as an Operations & Maintenance expense credit in setting revenue requirement (To be amortized over 24 months)	(6,174,423)
Proceeds classified as reimbursement for incremental O&M costs during construction project	(1,363,204)
Proceeds classified as reimbursement for financial carrying costs to fund the construction project	(4,216,553)
Proceeds classified as reimbursement for depreciation of the completed construction project	(869,778)
Proceeds classified as reimbursement for taxes on proceeds determined to be subject to Federal income taxes	(3,355,735)
Total Proceeds Allocated	<u>\$ (64,233,834)</u>
Remaining Proceeds	<u>\$ -</u>

As defined in the Environmental Litigation Action settlement agreement, the Net Environmental Settlement Proceeds available to Middlesex may be reduced by unreimbursed out-of-pocket expenses incurred by the law firm representing Middlesex up until the final disbursement of the proceeds on July 15, 2024. To the extent such additional expenses are offset against the Net Environmental Settlement Proceeds, the Signatory Parties agree that Middlesex shall record these additional expenses as a deferred debit upon their financial records and shall be allowed to seek recovery of these expenses in its next base rate petition.

2. For the purposes of the Stipulation, the Company’s total rate base is agreed to be \$563,149,423 based on a 12-month test year ending September 30, 2023, adjusted for certain known and measurable changes.

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<sup>3</sup> Although summarized in this Order, should there be any conflict between this summary and the Stipulation, terms of the Stipulation control, subject to the findings and conclusions in this Order. Paragraphs are numbered to coincide with the Stipulation.

3. Also, for the purposes of the Stipulation, the Signatory Parties agree to an overall Rate of Return (“ROR”) of 6.64% calculated by applying the Weighted Average Cost of Capital (“WACC”) methodology as shown in the following table:

	Capital Structure	Cost Rate	Weighted Cost Rate
Long Term Debt	46.12%	3.20%	1.48%
Preferred Equity	0.28%	5.01%	0.01%
Common Equity	53.60%	9.60%	5.15%
	<u>100.00%</u>		<u>6.64%</u>

4. The Signatory Parties agreed that applying the 6.64% ROR to the rate base of \$563,149,423, resulting in a \$15,376,511 increase to the Company’s present revenue requirement of \$109,381,741. The table below shows how the \$15,376,511 increase in revenue requirement can be obtained.

Rate Base	\$563,149,423
Rate of Return	<u>x 6.64%</u>
Required Operating Income	\$37,393,122
Operating Income-Present Rates	<u>-26,877,386</u>
Deficiency	10,515,736
Revenue Conversion Factor	<u>x 1.462238</u>
Revenue Requirement Increase	\$15,376,511

The methodology for the revenue conversion factor is consistent with the approved methodology used in the prior base rate case.<sup>4</sup>

5. Based on the assumptions contained in the Stipulation, the Signatory Parties agree that the \$15,376,511 increase to the Company’s revenue requirement resulting from the Stipulation represents a level of revenue necessary to help ensure that the Company will continue to provide safe, adequate, and proper water service to its customers. See Exhibit A to the Stipulation for a Summary of Revenues Under Present and Proposed Rates by Customer Class.
6. The Company submitted its proposed tariff pages, attached to the Stipulation as Exhibit B (Tariff), pursuant to N.J.A.C. 14:3-1.3, and the Signatory Parties agreed that the rate schedules shown in those tariff pages implement the terms of the Stipulation. The bill impact for a residential customer with a 5/8” meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will increase from \$193.66 to \$224.65, an increase of \$30.99 or 16.00%. See Exhibit C of the Stipulation for Comparative Schedule of Present and Proposed Rates for all rates impacted by the Stipulation.

<sup>4</sup> In re Middlesex Water Company for Approval of an Increase in its Rates for Water Service and Other Tariff Changes, BPU Docket No. WR21050813, Order dated December 15, 2021.

**B. Rate Settlement in the Event the Company Does Not Receive the Environmental Settlement Proceeds in Full by July 15, 2024 (“Reopened Rate Settlement”).**

7. For the purposes of the Stipulation, in the event the Company does not receive the Environmental Settlement Proceeds in full by July 15, 2024, the Company shall petition the Board to reopen this rate case proceeding for purposes of implementation of the following Reopened Rate Settlement by the issuing of a Board Order no later than 60 calendar days from the date of filing of the petition for the Reopened Rate Settlement.<sup>5</sup>
8. For the purposes of a Reopened Rate Settlement, the Company’s total rate base is agreed to be \$610,967,242, based on a 12-month test year ending September 30, 2023, adjusted for certain known and measurable changes.
9. Also for the purposes of a Reopened Rate Settlement only, the Signatory Parties agree to an overall ROR of 6.64% calculated by applying the WACC methodology as shown in the following table:

	Capital Structure	Cost Rate	Weighted Cost Rate
Long Term Debt	46.12%	3.20%	1.48%
Preferred Equity	0.28%	5.01%	0.01%
Common Equity	53.60%	9.60%	5.15%
	100.00%		6.64%

10. The Signatory Parties agree that applying the 6.64% ROR to the rate base of \$610,967,242 for the Reopened Rate Settlement results in a \$25,700,000 increase to the Company’s present revenue requirement, which is \$109,381,741. The table below shows how the \$25,700,000 increase in revenue requirement can be obtained.

Rate Base	\$610,967,242
Rate of Return	<u>x 6.64%</u>
Required Operating Income	\$ 40,568,225
Operating Income-Present Rates	<u>- 22,992,429</u>
Deficiency	17,575,796
Revenue Conversion Factor	<u>x 1.462238</u>
Revenue Requirement Increase	\$ 25,700,000

The methodology for the revenue conversion factor did not change from the approved methodology used in the prior base rate case.

11. Based on the assumptions set forth in the Stipulation, the Signatory Parties therefore agree that the \$25,700,000 increase to the Company’s revenue requirement resulting from the Reopened Rate Settlement represents a level of revenue necessary to help ensure that the Company will continue to provide safe, adequate, and proper water service to its

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<sup>5</sup> The rates resulting from the Rate Settlement as set forth in Section A of the Stipulation (Paragraphs 1 through 6), *supra*, are based on the contingency that the Company receives the Environmental Settlement Proceeds in full by July 15, 2024. The rates resulting from the Reopened Rate Settlement as set forth in Section B of the Stipulation (Paragraphs 6 through 12), *infra*, are intended to go into effect only if the Environmental Settlement Proceeds are not paid in full to Middlesex by July 15, 2024.

customers. See Exhibit D to the Stipulation for a Summary of Revenues Under Present and Proposed Rates by Customer Class for the Reopened Rate Settlement results.

12. The Company has submitted its proposed tariff pages, attached to the Stipulation as Exhibit E (Tariff) for the Reopened Rate Settlement results, pursuant to N.J.A.C. 14:3-1.3, and the Signatory Parties agreed that the rate schedules shown in those tariff pages implement the terms of the Stipulation. The bill impact for a residential customer, with a 5/8" meter and, using 2,000 cubic feet (14,960 gallons of water) per quarter will increase from \$193.66 to \$242.95 an increase of \$49.29 or 25.45%. See Exhibit F to the Stipulation for a Comparative Schedule of Present and Proposed Rates for all rates impacted by the Reopened Rate Settlement results.

### **C. Terms Applicable to All Rate Settlements Set Forth in The Stipulation**

13. The Signatory Parties recommend the proposed tariff pages, including rate schedules reflecting prudent and reasonable rates and charges, as set forth in Sections A and B ("Rate Settlement" and "Reopened Rate Settlement," respectively) of the Stipulation, *supra*, be approved in their entirety.
14. While agreeing, for purposes of the Stipulation, to certain cost of service allocation results as evidenced in the proposed tariff pages and summary of revenues exhibits attached to the Stipulation, the Signatory Parties have not agreed upon any specific allocation methodology in the resolution of the various rate design issues raised by any party to this proceeding.
15. The Signatory Parties request that the PWAC base consumption and base costs data annexed to the Stipulation as Exhibit G (PWAC Settlement) be adopted and the findings required by N.J.A.C. 14:9-7.1 *et seq.* related to the Company's PWAC be entered.
16. The Parties acknowledge that Marlboro and OBMUA have filed an appeal to the Superior Court of New Jersey, Appellate Division captioned I/M/O The Petition of Middlesex Water Company to Change the Levels of its Purchased Water Adjustment Clause Pursuant to N.J.A.C. 14:9-7.1 *Et Seq.*, Dkt. No. A-000386-23T2 ("PWAC Appeal"), and that Marlboro and OBMUA have indicated their intent to continue to pursue the PWAC Appeal. The Parties reserve all rights with respect to the PWAC Appeal and Marlboro and OBMUA further recognize their obligation to pay their Middlesex tariffed invoices promptly and in full in accordance with N.J.S.A. 48:2-21.1 and N.J.A.C. 14:3-3A.1 *et seq.*
17. The Company withdraws, with prejudice, its petition filed in I/M/O Middlesex Water Company's Request for Deferred Accounting Authority for Expenses Related to its Park Avenue Wellfield Remediation, BPU Docket No. WR22010009, and requests that the Board approve that unopposed request concomitant with approval of the Stipulation by Board Order and close BPU Docket No. WR22010009.
18. The Company agreed to schedule mutually convenient meetings with OBMUA, Marlboro, and East Brunswick on an approximately quarterly basis to discuss, explore, and address issues of concern to OBMUA, Marlboro, East Brunswick, and Middlesex. At least five (5) days prior to each meeting, OBMUA, Marlboro, and East Brunswick shall independently or in unison provide to the Company an agenda listing all items they wish to discuss at such meetings. In addition, the Company shall submit a written request to the New Jersey

Department of Environmental Protection (“NJDEP”) advocating for the inclusion of OBMUA, Marlboro and East Brunswick on NJDEP’s e-mail list specifically regarding the NJDEP’s Perfluorooctanoic Acid Track Down Study of the Delaware & Raritan Canal to facilitate the receipt of such information on a timely basis by OBMUA, Marlboro, and East Brunswick.

19. The Company noted that, on November 13, 2023, it filed a letter with the Board seeking to withdraw its petition filed in, and Board closure of, I/M/O Petition of Middlesex Water Company for Approval to Defer COVID-19 Regulatory Asset, BPU Docket No. WR23050271. The Company requested that the Board approve this unopposed request concomitant with approval of the Stipulation by Board Order and close BPU Docket No. WR23050271.

On January 26, 2024, the Intervenors submitted letters of non-objection consenting to the terms of the Stipulation.

### **INITIAL DECISION**

By the Initial Decision, ALJ Gertsman recommended that the Board adopt the Stipulation. ALJ Gertsman found that the parties voluntarily agreed to the Stipulation and that the Stipulation fully disposes of all issues and is consistent with the law

### **DISCUSSION AND FINDINGS**

The Board, upon careful review of the record in this matter, including the Petition, Stipulation, and the Initial Decision, agrees with ALJ Gertsman’s findings that the Stipulation is just and reasonable, voluntarily agreed to by the Parties, and fully disposes of all issues in controversy in this matter.

In evaluating a proposed settlement as to a requested rate increase pursuant to N.J.S.A. 48:2-21, the Board must review the record; balance the interests of the ratepayers; and determine whether the settlement represents a reasonable disposition of the issues that will enable the Company to provide its customers with safe, adequate, and proper service at just and reasonable rates.<sup>6</sup> The Board recognizes that the parties worked diligently to negotiate a compromise that meets the needs of as many stakeholders as possible. The Board further recognizes that the Stipulation represents a balanced solution considering the many complex issues addressed during the pendency of this proceeding.

Therefore, based upon the Board’s review and consideration of the record in this proceeding, the Board **HEREBY FINDS** the Initial Decision and Stipulation to be reasonable, in the public interest, and in accordance with the law. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and Stipulation in their entirety, and **HEREBY INCORPORATES** their terms and conditions as though fully set forth herein, subject to any terms and conditions set forth in this Order.

Based upon the Board authorized rates consistent with the Rate Settlement in the Stipulation, a residential customer with a 5/8” meter using 2,000 cubic feet, or 14,960 gallons, of water per quarter will see a bill increase of \$30.99, or 16.00%, per quarter. The foregoing rate impact of the Rate Settlement is premised upon the Company’s receipt of the full Environmental Settlement

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<sup>6</sup> In re Petition of Pub. Serv. Elec. & Gas, 304 N.J. Super. 247 (App. Div.), certif. denied, 152 N.J. 12 (1997).

Proceeds by July 15, 2024. Regardless of the Company's receipt of the full Environmental Settlement Proceeds by July 15, 2024, rates pursuant to the Rate Settlement shall go into effect on March 1, 2024.

In the event Middlesex does not receive the full Environmental Settlement Proceeds by July 15, 2024, the Company shall petition the Board to reopen this matter consistent with the terms of the Stipulation addressing the Reopened Rate Settlement. In the event the Board thereafter authorizes rates pursuant to the Reopened Rate Settlement, a residential customer with a 5/8" meter using 2,000 cubic feet, or 14,960 gallons, of water per quarter will see a bill increase of \$49.29, or 25.45%, per quarter.

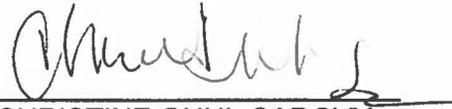
The Board **HEREBY ORDERS** the Company to submit complete revised tariffs conforming to the terms and conditions of the Stipulation and this Order prior to March 1, 2024.

The Company's rates remain subject to audit by the Board. This Decision and Order shall not preclude the Board from taking any actions deemed to be appropriate as a result of any Board audit.

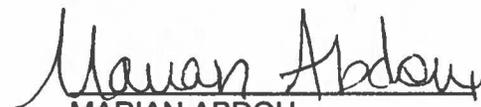
This Order shall be effective on February 21, 2024.

DATED: February 14, 2024

BOARD OF PUBLIC UTILITIES  
BY:

  
CHRISTINE GUHL-SADOVY  
PRESIDENT

  
DR. ZENON CHRISTODOULOU  
COMMISSIONER

  
MARIAN ABDOU  
COMMISSIONER

  
MICHAEL BANGE  
COMMISSIONER

ATTEST:   
SHERRI L. GOLDEN  
SECRETARY

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

IN THE MATTER OF MIDDLESEX WATER COMPANY FOR APPROVAL OF AN INCREASE IN ITS RATES FOR  
WATER SERVICE AND OTHER TARIFF CHANGES

BPU DOCKET NO. WR23050292  
OAL DOCKET NO. PUC 04736-2023S

SERVICE LIST

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

**INITIAL DECISION SETTLEMENT**

OAL DKT. NO. PUC 04736-23

AGENCY DKT. NO. WR23050292

**IN THE MATTER OF THE PETITION OF  
MIDDLESEX WATER COMPANY FOR  
APPROVAL OF AN INCREASE IN ITS  
RATES FOR WATER SERVICE AND OTHER  
TARIFF CHANGES.**

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**Jay L. Kooper**, Vice President, General Counsel and Secretary, Middlesex Water Company

**Meliha Arnautovic** and **Terel Klein**, Deputy Attorneys General, for Staff of the Board of Public Utilities (Matthew J. Platkin, Attorney General of New Jersey, attorney)

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

**Michael R. Burns**, Esq., for Intervenors, Township of Marlboro, Old Bridge Municipal Utilities Authority and Township of East Brunswick Water Utility (Rainone, Coughlin, Minchello, LLC, attorneys)

Record Closed: January 24, 2024

Decided: January 30, 2024

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

This proceeding involves a petition by Middlesex Water Company (Middlesex), pursuant to N.J.S.A. 48:2-21, for approval of its revised tariff sheets providing for an increase in its charges for water service and to make other revisions of the Company's tariff. The petition was filed with the Board of Public Utilities (Board) on May 21, 2023, and transmitted to the Office of Administrative Law (OAL) on May 31, 2023, for determination as a contested case.

The matter was assigned to the undersigned who conducted the initial case management conference on July 18, 2023. The Township of Marlboro, the Old Bridge Municipal Utilities Authority, and the Township of East Brunswick (Intervenors), filed a motion seeking leave to intervene on July 6, 2023, which was granted by order dated August 2, 2023.

Duly noticed public hearings were held via Zoom Video Communications (Zoom) on September 14, 2023, at 4:30 p.m. and 5:30 p.m. No members of the public appeared at either hearing, and no written comments were received.

Evidentiary hearings were scheduled for March 22, 25, and 26, 2024. Prior to the commencement of the hearings, the parties filed on January 24, 2024, a Stipulation of Settlement (J-1) which resolves all issues in this proceeding. Said Stipulation of Settlement has been signed by petitioner, Staff of the Board of Public Utilities, and the Division of Rate Counsel. It indicates the terms of settlement and is attached and fully incorporated herein. The Intervenors submitted a letter indicating no objection to the Stipulation of Settlement.

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

1. The parties have voluntarily agreed to the settlements as evidenced by their signatures or their representatives' signatures on the attached document.

2. The settlements fully dispose of all issues in controversy between the parties and is consistent with the law.

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

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



January 30, 2024

DATE

JACOB S. GERTSMAN, ALJ t/a

Date Received at Agency:

January 30, 2024

Date Mailed to Parties:

January 30, 2024

JSG/cw



the Old Bridge Municipal Utilities Authority (“OBMUA”), and the Township of East Brunswick (“East Brunswick”) (collectively “Intervenors”) (together, the Signatory Parties and the Intervenors shall be designated as “Parties”). At this time, the Signatory Parties expect that the Intervenors will each submit letters confirming that they do not object to the terms of the Stipulation of Settlement.

### Background

On May 15, 2023, Middlesex Water Company, a public utility corporation of the State of New Jersey, pursuant to N.J.S.A. 48:2-21, and N.J.A.C. 14:1-5.11, 14:1-5.12, 14:9-7.1 et seq. and N.J.A.C. 14:9-10.1 et seq., filed a petition requesting an increase in its rates for water service, to make other tariff changes, and to update the base consumption and base costs established in the Company’s prior base rate proceeding utilized when setting the Company’s Purchased Water Adjustment Clause (“PWAC”) under N.J.A.C. 14:9-7.1 et seq. (“Petition”).<sup>1</sup>

By the Petition, the Company requested a base rate increase of approximately \$33.9 million or 31.23% above the adjusted annual level of present rate revenues for the test year ending September 30, 2023. Additionally, the Company requested authority to make other tariff changes to become effective on the date on which the new rates become effective unless the Board decides to act earlier on any of the proposed changes.

The Board transmitted the Petition to the Office of Administrative Law (“OAL”) for hearing as a contested case and Administrative Law Judge (“ALJ”) Jacob S. Gertsman was assigned to the Petition. On June 29, 2023, the Board issued an Order suspending the proposed

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<sup>1</sup> The Company’s prior base rate case in BPU Docket No. WR21050813 concluded by Order of the Board filed December 15, 2021 with rates effective in two phases on January 1, 2022 and January 1, 2023.

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rate increase until October 15, 2023.<sup>2</sup> A telephonic pre-hearing conference was held on July 18, 2023. A pre-hearing order, identifying issues and scheduling evidentiary hearing was circulated on August 8, 2023. After proper notice, two (2) public hearings were held virtually at 4:30 p.m. and 5:30 p.m. on September 14, 2023, with ALJ Gertsman presiding. No members of the public appeared at the virtual public hearings. However, several written and verbal comments were received by Board Staff related to the proposed rate increase. On September 27, 2023, the Board issued a second Order further suspending the proposed rate increase until February 15, 2024 unless the Board, prior to that date, made a determination disposing of the Petition.<sup>3</sup> On January 10, 2024, the Company filed with the Board and all required parties a written notice of the Company's intent to implement provisional rates effective February 15, 2024, at the end of the second suspension period pursuant to N.J.A.C. 14:1-5.12(e)-(f).<sup>4</sup>

The Company provided multiple updates to its original filing, including updated information regarding numerous aspects of the Company's financial condition, operations and capital investment.

Separately, but of relevance to this settlement, on August 29, 2023, the Company entered into a settlement agreement in a matter before the United States District Court for the District of New Jersey captioned Middlesex Water Company v. 3M Company, No. 2:18-cv-15366 (D.N.J.) ("Environmental Litigation Action"). As stated in a Form 8-K filed by the Company with the U.S.

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<sup>2</sup> See In re Middlesex Water Company for Approval of an Increase in its Rates for Water Service and Other Tariff Changes, BPU Docket No. WR23050292, Order dated June 29, 2023.

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Securities and Exchange Commission on September 1, 2023,<sup>5</sup> the Company's intent was, and remains, that any net financial benefit which might result from the Environmental Litigation Action ("Environmental Settlement Proceeds") would ultimately inure to the benefit of the Company's customers in the form of mitigating future customer rates.<sup>6</sup> The Settlement Terms set forth in this Stipulation, infra, take into account the Company's intent with respect to the Environmental Settlement Proceeds.

As a result of an analysis of the Petition, pre-filed testimony, exhibits, numerous conferences, negotiations, responses to hundreds of information and follow-up requests, and following virtual public hearings covering the utility's service territory, the Parties execute this agreement to resolve the issues in dispute in this matter.

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<sup>5</sup>See [https://www.sec.gov/ix?doc=/Archives/edgar/data/0000066004/000117494723001089/form8k-30731\\_msx.htm](https://www.sec.gov/ix?doc=/Archives/edgar/data/0000066004/000117494723001089/form8k-30731_msx.htm)

<sup>6</sup> Under the terms of the Settlement, the Company is scheduled to receive the Environmental Settlement Proceeds in full by July 15, 2024. See id.

The Signatory Parties hereto HEREBY AGREE and STIPULATE that:

**Settlement Terms**<sup>7</sup>

**A. Rate Settlement Contingent on the Company’s Receipt in Full of the Environmental Settlement Proceeds by July 15, 2024 (“Rate Settlement”).**

1. The Signatory Parties stipulate to the following allocation of Environmental Settlement Proceeds:

Net Environmental Settlement Proceeds	\$ 64,233,834
Proceeds classified as Contributions-in-Aid-of-Construction for the project to remediate the Park Avenue Wellfield Facility (Rate Base Reduction)	\$(48,254,141)
Proceeds classified as an Operations & Maintenance expense credit in setting revenue requirement (To be amortized over 24 months)	(6,174,423)
Proceeds classified as reimbursement for incremental O&M costs during construction project	(1,363,204)
Proceeds classified as reimbursement for financial carrying costs to fund the construction project	(4,216,553)
Proceeds classified as reimbursement for depreciation of the completed construction project	(869,778)
Proceeds classified as reimbursement for taxes on proceeds determined to be subject to Federal income taxes	(3,355,735)
Total Proceeds Allocated	<u>\$ (64,233,834)</u>
Remaining Proceeds	<u>\$ -</u>

As defined in the Environmental Litigation Action settlement agreement, the Net Environmental Settlement Proceeds available to Middlesex may be reduced by unreimbursed out-of-pocket expenses incurred by the law firm representing Middlesex up until the final disbursement of the proceeds on July 15, 2024. To the extent such additional expenses are offset against the Net Environmental Settlement Proceeds, the Signatory Parties agree that Middlesex shall record these additional expenses as a deferred debit upon their financial records and shall be allowed to seek recovery of these expenses in its next base rate petition.

<sup>7</sup> For presentation purposes the calculations provided in the "Settlement Terms" are rounded.

2. For the purposes of this Settlement, the Company's total rate base is agreed to be \$563,149,423 based on a 12-month test year ending September 30, 2023, adjusted for certain known and measurable changes.

3. Also, for the purposes of this Settlement only, the Signatory Parties agree to an overall Rate of Return ("ROR") of 6.64% calculated by applying the Weighted Average Cost of Capital ("WACC") methodology as shown in the following table:

	Capital Structure	Cost Rate	Weighted Cost Rate
Long Term Debt	46.12%	3.20%	1.48%
Preferred Equity	0.28%	5.01%	0.01%
Common Equity	53.60%	9.60%	5.15%
	100.00%		6.64%

4. The Signatory Parties agree that applying this 6.64% ROR to the rate base of \$563,149,423 results in a \$15,376,511 increase to the Company's present revenue requirement of \$109,381,741. The table below shows how the \$15,376,511 increase in revenue requirement can be obtained.

Rate Base	\$563,149,423
Rate of Return	<u>x 6.64%</u>
Required Operating Income	\$37,393,122
Operating Income-Present Rates	<u>-26,877,386</u>
Deficiency	10,515,736
Revenue Conversion Factor	<u>x 1.4622382</u>
Revenue Requirement Increase	\$15,376,511

The methodology for the revenue conversion factor is consistent with the approved methodology used in the prior base rate case.<sup>8</sup>

<sup>8</sup> See In re Middlesex Water Company for Approval of an Increase in its rates For Water Service and Other Tariff Changes, BPU Docket No. WR21050813, Order dated December 15, 2021.

5. Based on the assumptions contained in this Stipulation, the Signatory Parties therefore agree that the \$15,376,511 increase to the Company's revenue requirement resulting from this Stipulation represents a level of revenue necessary to help ensure that the Company will continue to provide safe, adequate, and proper water service to its customers. See Exhibit A annexed hereto for a Summary of Revenues Under Present and Proposed Rates by Customer Class.

6. The Company submitted its proposed tariff pages, annexed hereto as Exhibit B (Tariff), pursuant to N.J.A.C. 14:3-1.3, and the Signatory Parties agree that the rate schedules shown in those tariff pages implement the terms of this Stipulation. The bill impact for a residential customer, with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will increase from \$193.66 to \$224.65, an increase of \$30.99 or 16.00%. See Exhibit C annexed hereto for a Comparative Schedule of Present and Proposed Rates for all rates impacted by this Stipulation.

**B. Rate Settlement in the Event the Company Does not Receive the Environmental Settlement Proceeds in Full by July 15, 2024 ("Reopened Rate Settlement").**

7. For the purposes of this Settlement, in the event the Company does not receive the Environmental Settlement Proceeds in full by July 15, 2024, the Company shall petition the Board to reopen this rate case proceeding for purposes of implementation of the following Reopened Rate Settlement by the issuing of a Board Order no later than 60 calendar days from the date of filing of the petition for the Reopened Rate Settlement.<sup>9</sup>

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<sup>9</sup> The rates resulting from the Rate Settlement as set forth in Section A of this Stipulation (Paragraphs 1 through 6), supra, are based on the contingency that the Company receives the Environmental Settlement Proceeds in full by July 15, 2024. The rates resulting from the Reopened Rate Settlement as set forth in Section B of this Stipulation (Paragraphs 7 through 12), infra, are intended to go into effect only if the Environmental Settlement Proceeds are not paid in full to Middlesex by July 15, 2024.

8. For the purposes of a Reopened Rate Settlement, the Company's total rate base is agreed to be \$610,967,242, based on a 12-month test year ending September 30, 2023, adjusted for certain known and measurable changes.

9. Also for the purposes of a Reopened Rate Settlement only, the Parties agree to an overall ROR of 6.64% calculated by applying the WACC methodology as shown in the following table:

	Capital Structure	Cost Rate	Weighted Cost Rate
Long Term Debt	46.12%	3.20%	1.48%
Preferred Equity	0.28%	5.01%	0.01%
Common Equity	53.60%	9.60%	5.15%
	100.00%		6.64%

10. The Signatory Parties agree that applying this 6.64% ROR to the rate base of \$610,967,242 for the Reopened Rate Settlement results in a \$25,700,000 increase to the Company's present revenue requirement, which is \$109,381,741. The table below shows how the \$25,700,000 increase in revenue requirement can be obtained.

Rate Base	\$610,967,242
Rate of Return	<u>x 6.64%</u>
Required Operating Income	\$ 40,568,225
Operating Income-Present Rates	<u>- 22,992,429</u>
Deficiency	17,575,796
Revenue Conversion Factor	<u>x 1.4622382</u>
Revenue Requirement Increase	\$ 25,700,000

The methodology for the revenue conversion factor did not change from the approved methodology used in the prior base rate case.

11. Based on the assumptions set forth in this Stipulation, the Signatory Parties therefore agree that the \$25,700,000 increase to the Company's revenue requirement resulting from the Reopened Rate Settlement represents a level of revenue necessary to help ensure that the Company will continue to provide safe, adequate, and proper water service to its customers. See Exhibit D annexed hereto for a Summary of Revenues Under Present and Proposed Rates by Customer Class for the Reopened Rate Settlement results.

12. The Company has submitted its proposed tariff pages, annexed hereto as Exhibit E (Tariff) for the Reopened Rate Settlement results, pursuant to N.J.A.C. 14:3-1.3, and the Parties agree that the rate schedules shown in those tariff pages implement the terms of this Stipulation. The bill impact for a residential customer, with a 5/8" meter and, using 2,000 cubic feet (14,960 gallons of water per quarter will increase from \$193.66 to \$242.95 an increase of \$49.29 or 25.45%. See Exhibit F annexed hereto for a Comparative Schedule of Present and Proposed Rates for all rates impacted by the Reopened Rate Settlement results.

**C. Terms Applicable to All Rate Settlements Set Forth in This Stipulation**

13. The Signatory Parties recommend the proposed tariff pages, including rate schedules reflecting prudent and reasonable rates and charges, as set forth in Sections A and B ("Rate Settlement" and "Reopened Rate Settlement," respectively) of this Stipulation, supra, be approved in their entirety.

14. While agreeing, for purposes of this Stipulation, to certain cost of service allocation results as evidenced in the proposed tariff pages and summary of revenues exhibits attached to this Stipulation, the Parties hereto have not agreed upon any specific allocation methodology in the resolution of the various rate design issues raised by any party to this proceeding.

15. The Signatory Parties request that the PWAC base consumption and base costs data annexed hereto as Exhibit G (PWAC Settlement) be adopted and the findings required by N.J.A.C. 14:9-7.1 et seq. related to the Company's PWAC be entered.

16. The Parties acknowledge that Marlboro and OBMUA have filed an appeal to the Superior Court of New Jersey, Appellate Division captioned I/M/O The Petition of Middlesex Water Company to Change the Levels of its Purchased Water Adjustment Clause Pursuant to N.J.A.C. 14:9-7.1 Et Seq., Dkt. No. A-000386-23T2 ("PWAC Appeal"), and that Marlboro and OBMUA have indicated their intent to continue to pursue the PWAC Appeal. The Parties reserve all rights with respect to the PWAC Appeal and Marlboro and OBMUA further recognize their obligation to pay their Middlesex tariffed invoices promptly and in full in accordance with N.J.S.A. 48:2-21.1 and N.J.A.C. 14:3-3A.1 et seq.

17. The Company hereby withdraws, with prejudice, its Petition filed in I/M/O Middlesex Water Company's Request for Deferred Accounting Authority for Expenses Related to its Park Avenue Wellfield Remediation, BPU Docket No. WR22010009, and requests that the Board approve that unopposed request concomitant with approval of this Stipulation by Board Order and close BPU Docket No. WR22010009.

18. The Company agrees to schedule mutually convenient meetings with OBMUA, Marlboro, and East Brunswick on an approximately quarterly basis to discuss, explore, and attempt to address issues of concern to OBMUA, Marlboro, East Brunswick, and Middlesex. At least five (5) days prior to each meeting, OBMUA, Marlboro, and East Brunswick shall independently or in unison provide to the Company an agenda listing all items they wish to discuss at such meetings. In addition, the Company shall submit a written request to the New Jersey Department of Environmental Protection ("NJDEP") advocating for the inclusion of OBMUA, Marlboro and East Brunswick on NJDEP's e-mail list specifically regarding the NJDEP's PFOA Track Down Study

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of the Delaware and Raritan Canal to facilitate the receipt of such information on a timely basis by OBMUA, Marlboro, and East Brunswick.

19. The Company notes that on November 13, 2023 it filed a letter with the Board seeking to withdraw its petition filed in and Board closure of I/M/O Petition of Middlesex Water Company For Approval To Defer COVID-19 Regulatory Asset, BPU Docket No. WR23050271. The Company requests that the Board approve this unopposed request concomitant with approval of this Stipulation by Board Order and close BPU Docket No. WR23050271.

20. 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 Signatory Parties agree that the within Stipulation reflects mutual balancing of various issues and positions and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Signatory Parties hereto expressly and jointly state that they would not have signed or not opposed 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 Signatory Parties further agree that the purpose of this Stipulation is to achieve fair and reasonable customer rates, and that it will avoid protracted and costly litigation of specific issues and that with respect to any policy or other issues which were compromised in the spirit of reaching an agreement, except for the continuing obligations of all of the Parties agreed upon in Paragraphs 16 and 18, supra, 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.

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

MIDDLESEX WATER COMPANY

1/24/2024  
Date:

By: *Jay L. Kooper*  
Jay L. Kooper, Esq.  
Vice President, General Counsel & Secretary

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for the Staff of the New Jersey  
Board of Public Utilities

1/24/24  
Date:

By: *Melika Arnautovic, DAG*  
Melika Arnautovic  
Deputy Attorney General

BRIAN O. LIPMAN, ESQ.  
DIRECTOR - RATE COUNSEL

1/24/24  
Date:

By: *Susan McClure*  
Susan McClure, Esq.  
Managing Attorney, Water and Wastewater



January 24, 2024

**Via Electronic Mail and Overnight Mail**

The Honorable Jacob S. Gertsman  
Administrative Law Judge  
New Jersey Office of Administrative Law  
3444 Quakerbridge Road  
Quakerbridge Plaza, Building 9  
Mercerville (Hamilton Twp.), New Jersey 08619

Re: In the Matter of Middlesex Water Company for Approval of an Increase in  
its Rates for Water Service and Other Tariff Changes  
OAL Docket No. PUC 04736-2023S  
BPU Docket No. WR23050292

Dear Judge Gertsman:

Enclosed for filing please find a Stipulation of Settlement (“Stipulation”) which has been executed on behalf of Middlesex Water Company (Petitioner), the Staff of the New Jersey Board of Public Utilities, and the New Jersey Division of Rate Counsel together with Exhibits A through G in the above-referenced matter.

We expect that the Intervenors – the Township of Marlboro, the Old Bridge Municipal Utilities Authority and the Township of East Brunswick – will be sending in letters of no objection to the settlement. This Stipulation fully resolves all matters at issue in this proceeding.

The Parties are endeavoring to have the Stipulation be acted upon by the Board of Public Utilities at its February 14, 2024 Agenda meeting. It is our collective hope that in order to accomplish that, that Your Honor will be able to consider the enclosed and process an Initial Decision as promptly as possible. The Parties stand ready to fully cooperate with any request to assist in accommodating this outcome.

Very truly yours,

A handwritten signature in black ink that reads 'Jay Kooper'.

Jay L. Kooper  
Vice President, General Counsel & Secretary

cc: Service List (attached) (via electronic mail)  
Deborah Winters and Celina Woodall (OAL) (via electronic mail)

**OAL SERVICE LIST**

In the Matter of the Petition of Middlesex Water Company for Approval of an  
Increase in its Rates for Water Service and Other Tariff Changes  
OAL Docket No. PUC 04736-2023S  
BPU Docket No. WR23050292

Karriemah Graham  
Board of Public Utilities  
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[karriemah.graham@bpu.nj.gov](mailto:karriemah.graham@bpu.nj.gov)

Susan McClure, Esq.  
Division of Rate Counsel  
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Emily Smithman, Esq.  
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Louis Rainone, Esq.  
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Iselin, NJ 08830  
[lrainone@njrcmlaw.com](mailto:lrainone@njrcmlaw.com)



the Old Bridge Municipal Utilities Authority (“OBMUA”), and the Township of East Brunswick (“East Brunswick”) (collectively “Intervenors”) (together, the Signatory Parties and the Intervenors shall be designated as “Parties”). At this time, the Signatory Parties expect that the Intervenors will each submit letters confirming that they do not object to the terms of the Stipulation of Settlement.

### **Background**

On May 15, 2023, Middlesex Water Company, a public utility corporation of the State of New Jersey, pursuant to N.J.S.A. 48:2-21, and N.J.A.C. 14:1-5.11, 14:1-5.12, 14:9-7.1 et seq. and N.J.A.C. 14:9-10.1 et seq., filed a petition requesting an increase in its rates for water service, to make other tariff changes, and to update the base consumption and base costs established in the Company’s prior base rate proceeding utilized when setting the Company’s Purchased Water Adjustment Clause (“PWAC”) under N.J.A.C. 14:9-7.1 et seq. (“Petition”).<sup>1</sup>

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Operating Income-Present Rates	-26,877,386
Deficiency	10,515,736
Revenue Conversion Factor	x 1.4622382
Revenue Requirement Increase	\$15,376,511

The methodology for the revenue conversion factor is consistent with the approved methodology used in the prior base rate case.<sup>8</sup>

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<sup>8</sup> See In re Middlesex Water Company for Approval of an Increase in its rates For Water Service and Other Tariff Changes, BPU Docket No. WR21050813, Order dated December 15, 2021.

5. Based on the assumptions contained in this Stipulation, the Signatory Parties therefore agree that the \$15,376,511 increase to the Company's revenue requirement resulting from this Stipulation represents a level of revenue necessary to help ensure that the Company will continue to provide safe, adequate, and proper water service to its customers. See Exhibit A annexed hereto for a Summary of Revenues Under Present and Proposed Rates by Customer Class.

6. The Company submitted its proposed tariff pages, annexed hereto as Exhibit B (Tariff), pursuant to N.J.A.C. 14:3-1.3, and the Signatory Parties agree that the rate schedules shown in those tariff pages implement the terms of this Stipulation. The bill impact for a residential customer, with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will increase from \$193.66 to \$224.65, an increase of \$30.99 or 16.00%. See Exhibit C annexed hereto for a Comparative Schedule of Present and Proposed Rates for all rates impacted by this Stipulation.

**B. Rate Settlement in the Event the Company Does not Receive the Environmental Settlement Proceeds in Full by July 15, 2024 ("Reopened Rate Settlement").**

7. For the purposes of this Settlement, in the event the Company does not receive the Environmental Settlement Proceeds in full by July 15, 2024, the Company shall petition the Board to reopen this rate case proceeding for purposes of implementation of the following Reopened Rate Settlement by the issuing of a Board Order no later than 60 calendar days from the date of filing of the petition for the Reopened Rate Settlement.<sup>9</sup>

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<sup>9</sup> The rates resulting from the Rate Settlement as set forth in Section A of this Stipulation (Paragraphs 1 through 6), supra, are based on the contingency that the Company receives the Environmental Settlement Proceeds in full by July 15, 2024. The rates resulting from the Reopened Rate Settlement as set forth in Section B of this Stipulation (Paragraphs 7 through 12), infra, are intended to go into effect only if the Environmental Settlement Proceeds are not paid in full to Middlesex by July 15, 2024.

8. For the purposes of a Reopened Rate Settlement, the Company’s total rate base is agreed to be \$610,967,242, based on a 12-month test year ending September 30, 2023, adjusted for certain known and measurable changes.

9. Also for the purposes of a Reopened Rate Settlement only, the Parties agree to an overall ROR of 6.64% calculated by applying the WACC methodology as shown in the following table:

	Capital Structure	Cost Rate	Weighted Cost Rate
Long Term Debt	46.12%	3.20%	1.48%
Preferred Equity	0.28%	5.01%	0.01%
Common Equity	53.60%	9.60%	5.15%
	100.00%		6.64%

10. The Signatory Parties agree that applying this 6.64% ROR to the rate base of \$610,967,242 for the Reopened Rate Settlement results in a \$25,700,000 increase to the Company’s present revenue requirement, which is \$109,381,741. The table below shows how the \$25,700,000 increase in revenue requirement can be obtained.

Rate Base	\$610,967,242
Rate of Return	<u>x 6.64%</u>
Required Operating Income	\$ 40,568,225
Operating Income-Present Rates	<u>- 22,992,429</u>
Deficiency	17,575,796
Revenue Conversion Factor	<u>x 1.4622382</u>
Revenue Requirement Increase	\$ 25,700,000

The methodology for the revenue conversion factor did not change from the approved methodology used in the prior base rate case.

11. Based on the assumptions set forth in this Stipulation, the Signatory Parties therefore agree that the \$25,700,000 increase to the Company's revenue requirement resulting from the Reopened Rate Settlement represents a level of revenue necessary to help ensure that the Company will continue to provide safe, adequate, and proper water service to its customers. See Exhibit D annexed hereto for a Summary of Revenues Under Present and Proposed Rates by Customer Class for the Reopened Rate Settlement results.

12. The Company has submitted its proposed tariff pages, annexed hereto as Exhibit E (Tariff) for the Reopened Rate Settlement results, pursuant to N.J.A.C. 14:3-1.3, and the Parties agree that the rate schedules shown in those tariff pages implement the terms of this Stipulation. The bill impact for a residential customer, with a 5/8" meter and, using 2,000 cubic feet (14,960 gallons of water per quarter will increase from \$193.66 to \$242.95 an increase of \$49.29 or 25.45%. See Exhibit F annexed hereto for a Comparative Schedule of Present and Proposed Rates for all rates impacted by the Reopened Rate Settlement results.

**C. Terms Applicable to All Rate Settlements Set Forth in This Stipulation**

13. The Signatory Parties recommend the proposed tariff pages, including rate schedules reflecting prudent and reasonable rates and charges, as set forth in Sections A and B ("Rate Settlement" and "Reopened Rate Settlement," respectively) of this Stipulation, supra, be approved in their entirety.

14. While agreeing, for purposes of this Stipulation, to certain cost of service allocation results as evidenced in the proposed tariff pages and summary of revenues exhibits attached to this Stipulation, the Parties hereto have not agreed upon any specific allocation methodology in the resolution of the various rate design issues raised by any party to this proceeding.

15. The Signatory Parties request that the PWAC base consumption and base costs data annexed hereto as Exhibit G (PWAC Settlement) be adopted and the findings required by N.J.A.C. 14:9-7.1 et seq. related to the Company's PWAC be entered.

16. The Parties acknowledge that Marlboro and OBMUA have filed an appeal to the Superior Court of New Jersey, Appellate Division captioned I/M/O The Petition of Middlesex Water Company to Change the Levels of its Purchased Water Adjustment Clause Pursuant to N.J.A.C. 14:9-7.1 Et Seq., Dkt. No. A-000386-23T2 ("PWAC Appeal"), and that Marlboro and OBMUA have indicated their intent to continue to pursue the PWAC Appeal. The Parties reserve all rights with respect to the PWAC Appeal and Marlboro and OBMUA further recognize their obligation to pay their Middlesex tariffed invoices promptly and in full in accordance with N.J.S.A. 48:2-21.1 and N.J.A.C. 14:3-3A.1 et seq.

17. The Company hereby withdraws, with prejudice, its Petition filed in I/M/O Middlesex Water Company's Request for Deferred Accounting Authority for Expenses Related to its Park Avenue Wellfield Remediation, BPU Docket No. WR22010009, and requests that the Board approve that unopposed request concomitant with approval of this Stipulation by Board Order and close BPU Docket No. WR22010009.

18. The Company agrees to schedule mutually convenient meetings with OBMUA, Marlboro, and East Brunswick on an approximately quarterly basis to discuss, explore, and attempt to address issues of concern to OBMUA, Marlboro, East Brunswick, and Middlesex. At least five (5) days prior to each meeting, OBMUA, Marlboro, and East Brunswick shall independently or in unison provide to the Company an agenda listing all items they wish to discuss at such meetings. In addition, the Company shall submit a written request to the New Jersey Department of Environmental Protection ("NJDEP") advocating for the inclusion of OBMUA, Marlboro and East Brunswick on NJDEP's e-mail list specifically regarding the NJDEP's PFOA Track Down Study

of the Delaware and Raritan Canal to facilitate the receipt of such information on a timely basis by OBMUA, Marlboro, and East Brunswick.

19. The Company notes that on November 13, 2023 it filed a letter with the Board seeking to withdraw its petition filed in and Board closure of I/M/O Petition of Middlesex Water Company For Approval To Defer COVID-19 Regulatory Asset, BPU Docket No. WR23050271. The Company requests that the Board approve this unopposed request concomitant with approval of this Stipulation by Board Order and close BPU Docket No. WR23050271.

20. 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 Signatory Parties agree that the within Stipulation reflects mutual balancing of various issues and positions and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Signatory Parties hereto expressly and jointly state that they would not have signed or not opposed 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 Signatory Parties further agree that the purpose of this Stipulation is to achieve fair and reasonable customer rates, and that it will avoid protracted and costly litigation of specific issues and that with respect to any policy or other issues which were compromised in the spirit of reaching an agreement, except for the continuing obligations of all of the Parties agreed upon in Paragraphs 16 and 18, supra, 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.

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

MIDDLESEX WATER COMPANY

1/24/2024  
Date:

By: Jay Kooper  
Jay L. Kooper, Esq.  
Vice President, General Counsel & Secretary

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for the Staff of the New Jersey  
Board of Public Utilities

1/24/24  
Date:

By: Meliha Arnautovic, DAG  
Meliha Arnautovic  
Deputy Attorney General

BRIAN O. LIPMAN, ESQ.  
DIRECTOR - RATE COUNSEL

\_\_\_\_\_  
Date:

By: \_\_\_\_\_  
Susan McClure, Esq.  
Managing Attorney, Water and Wastewater

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.

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

MIDDLESEX WATER COMPANY

1/24/2024  
Date:

By: Jay Kooper  
Jay L. Kooper, Esq.  
Vice President, General Counsel & Secretary

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for the Staff of the New Jersey  
Board of Public Utilities

1/24/24  
Date:

By: Melika Arnautovic, DAG  
Melika Arnautovic  
Deputy Attorney General

BRIAN O. LIPMAN, ESQ.  
DIRECTOR - RATE COUNSEL

1/24/24  
Date:

By: Susan McClure  
Susan McClure, Esq.  
Managing Attorney, Water and Wastewater

MIDDLESEX WATER COMPANY  
 RATE CASE 2023  
 DOCKET # WR23050292  
 SUMMARY OF REVENUES UNDER PRESENT AND PROPOSED RATES BY CUSTOMER CLASS

	MONTHLY BILLS	QTRLY BILLS	EXISTING RATES			SETTLEMENT RATES		
			MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
RESIDENTIAL								
5/8"		182,472		\$ 60.60	\$ 11,057,803		\$ 70.29	\$ 12,825,957
3/4"		31,364		90.96	2,852,869		105.51	3,309,216
1"		5,264		151.56	797,812		175.80	925,411
1 1/2"		452		303.06	136,983		351.54	158,896
2"		180		484.92	87,286		562.50	101,250
					14,932,753			17,320,730
USAGE (CCF)		476,023,598		0.0664541	31,633,720		0.0771066	36,704,561
					<u>\$ 46,566,473</u>			<u>\$ 54,025,291</u>
	MONTHLY BILLS	QTRLY BILLS	EXISTING			PROPOSED		
COMMERCIAL			MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
5/8"	12,192		\$ 20.20		\$ 246,278	\$ 23.43		\$ 285,659
3/4"	4,716		30.32		142,989	35.17		165,862
1"	6,144		50.52		310,395	58.60		360,038
1 1/2"	4,812		101.02		486,108	117.18		563,870
2"	12,168		161.64		1,966,836	187.50		2,281,500
3"	2,808		303.06		850,992	351.55		987,152
4"	744		505.10		375,794	585.92		435,924
6"	96		1,010.19		96,978	1,171.82		112,495
8"	156		1,616.29		252,141	1,874.90		292,484
10"	48		2,323.41		111,524	2,695.16		129,368
12"	12		4,343.75		52,125	5,038.75		60,465
					4,892,161			5,674,818
USAGE (CCF)		257,381,992		0.0664541	17,104,089		0.0771066	19,845,850
					<u>\$ 21,996,250</u>			<u>\$ 25,520,668</u>
	MONTHLY BILLS	QTRLY BILLS	EXISTING			PROPOSED		
INDUSTRIAL			MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
5/8"	0		\$ 20.20		\$ -	\$ 23.43		\$ -
3/4"	24		30.32		728	35.17		844
1"	96		50.52		4,850	58.60		5,626
1 1/2"	240		101.02		24,245	117.18		28,123
2"	456		161.64		73,708	187.50		85,500
3"	456		303.06		138,195	351.55		160,307
4"	960		505.10		484,896	585.92		562,483
6"	624		1,010.19		630,359	1,171.82		731,216
8"	204		1,616.29		329,723	1,874.90		382,480
10"	96		2,323.41		223,047	2,695.16		258,735
					1,909,751			2,215,314
USAGE (CCF)		139,923,203		0.0664541	9,298,471		0.0771066	10,789,002
					<u>\$ 11,208,221</u>			<u>\$ 13,004,316</u>
GENERAL METERED SERVICE REVENUE					<u>\$ 79,770,944</u>			<u>\$ 92,550,275</u>
	MONTHLY BILLS	QTRLY BILLS	EXISTING			PROPOSED		
PRIVATE FIRE WITH HOSE			MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
1"	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2"	12	8	70.66	211.98	2,544	82.13	\$246.39	2,957
3"	0	0	155.43	466.29	0	180.67	\$542.01	0
4"	120	24	259.47	778.41	49,818	301.61	\$904.83	57,909
6"	924	4	530.97	1,592.91	496,988	617.19	\$1,851.57	577,690
8"	1,512	0	760.26	2,280.78	1,149,513	883.72	\$2,651.16	1,336,185
10"	540	0	1,219.48	3,658.44	658,519	1,417.51	\$4,252.53	765,455
					2,357,382			2,740,196
	MONTHLY BILLS	QTRLY BILLS	EXISTING			PROPOSED		
PRIVATE FIRE WITHOUT HOSE			MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
1"	12	44	\$ 23.57	\$ 70.71	\$ 3,394	\$ 27.40	\$82.20	\$ 3,946
2"	324	92	58.29	174.87	34,974	67.76	\$203.28	40,656
3"	396	32	116.72	350.16	57,426	135.67	\$407.01	66,750
4"	2,796	168	193.66	580.98	639,078	225.11	\$675.33	742,863
6"	2,268	192	393.60	1,180.80	1,119,398	457.52	\$1,372.56	1,301,187
8"	1,788	8	562.75	1,688.25	1,019,703	654.13	\$1,962.39	1,185,284
10"	144	0	901.12	2,703.36	129,761	1,047.45	\$3,142.35	150,833
12"	12	0	1,331.78	3,995.34	15,981	1,548.05	\$4,644.15	18,577
					3,019,716			3,510,094
					5,377,099			6,250,290
USAGE (CCF)		12,923,447		0.0664541	858,816		0.0771066	996,483
					<u>\$ 6,235,915</u>			<u>\$ 7,246,773</u>
	INCH FEET	HYDRANTS	RATE	HYD. CHG	REVENUE	RATE	HYD. CHG	REVENUE
PUBLIC FIRE	35,217,412	4,775	\$ 0.040560	\$ 783.72	\$ 5,170,681	\$ 0.040560	\$936.40	\$ 5,899,728
		USAGE (MG)	BASE RATE	TRANSMISSION RATE	REVENUE	BASE RATE	TRANSMISSION RATE	REVENUE
WHOLESALE	E.Brunswick	2,647.359	\$ 2,034.35		\$ 5,385,656	\$2,127.61		\$ 5,632,548
WHOLESALE	Edison/Hld Pk	979.505	\$ 2,841.55		\$ 2,783,313	\$ 3,017.88		\$ 2,956,029
WHOLESALE	Old Bridge	998.539	\$ 2,841.55	\$ 1,460.00	\$ 4,295,265	\$ 3,017.88	\$1,486.13	\$ 4,497,429
	Marlboro	1,092,568	\$ 2,841.55		\$ 3,104,587	\$ 3,017.88		\$ 3,297,239
	Marlboro	1,642,500		\$ 1,460.00	\$ 2,398,050		\$1,486.13	\$ 2,440,969
		7,426.121			<u>\$ 17,966,870</u>			<u>\$ 18,824,214</u>
MISCELLANEOUS ROUNDING					237,331			237,331
					(0)			(69)
					<u>\$ 109,381,741</u>			<u>\$ 124,758,252</u>

B.P.U. No. 1 - WATER

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MIDDLESEX WATER COMPANY

TARIFF

for

WATER SERVICE

Applicable in

ALL TERRITORY SUPPLIED BY THE COMPANY

IN CUMBERLAND, MIDDLESEX, MONMOUTH AND UNION COUNTIES

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Date of Issue: May ~~15XX20~~, 2023~~1~~

\_\_\_\_\_Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

January 1, 2023\_\_\_\_\_

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated ~~December 15, 2021~~  
\_\_\_\_\_, 2024~~X~~, in Docket No. WR23~~105~~~~0292XXXX~~0813.





STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES

7.1 The Company may refuse to provide a water service connection with any customer's piping system or furnish water to any connecting pipe already installed, when the customer's piping system is not installed in accordance with the regulations of the Company (including but not limited to the Cross Connection Control Plan) ~~and~~ of the municipality in which the premises are located, and of the NJDEP (Physical Connection Permit, if required); or when the piping system on the premises has not been protected from allowing groundwater/soil to enter the connecting pipe or when it is not at sufficient depth to prevent freezing.

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 needed by the Company for access to its facilities. The Company, where necessary, will make application for any street opening permits for installing its service connections and shall not be required to furnish service until after such permits are granted. The municipal charge, if any, for permission to open the street shall be paid by the customer.

7.4 Reserved.

7.5 The customer shall not permit access to the meter or other facilities of the Company except to employees of the Company, duly authorized state regulatory officials and the customer's certified backflow prevention device testers.

7.6 In case of defective service, the customer shall not interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately.

7.7 All piping within a customer's premises shall comply with State, municipal and other regulations in force with respect thereto.

Date of Issue: ~~May~~<sup>October</sup> ~~15~~<sup>XX</sup>~~10~~, 20~~23~~<sup>17</sup>  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road

Rendered on and after:

\_\_\_\_\_ ~~April 1, 2018~~

Suite 400  
Iselin, New Jersey 08830-0452

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~March 26~~ \_\_\_\_\_,  
20~~24~~<sup>X</sup>~~18~~, in Docket No. WR~~23050292XXXX~~<sup>17101049</sup>.

## STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES (Continued)

7.8 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, including but not limited to private wells, ~~are strictly prohibited~~ must comply with the requirements of an approved NJDEP Physical Connection Permit.

7.9 In any premises ~~where an~~ with an approved NJDEP Physical Connection Permit ~~approved auxiliary water source is permitted~~, the pipes carrying water from the mains of the Company are required to be marked in some distinctive manner for ready identification.

7.10 No device or connection shall be permitted between pipes or fixtures carrying water from the mains of the Company and any portion of the plumbing system of the premises or any other piping system on the premises in cases where the system is not designed to prevent backflow or back-siphonage in accordance with the Company's Cross Connection Control Plan and the approved NJDEP Physical Connection Permit.

7.11 If a premise is to remain unoccupied for an indefinite period, customers are advised to have the interior plumbing drained, especially during cold weather, 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.

7.12 Whenever non-emergency leakage occurs on pipes and facilities owned by the customer, the customer shall make the necessary repairs without delay. If the customer fails to make said repairs within thirty (30) days of being informed of the leakage, the Company reserves the right to discontinue the supply until such time as the non-emergency leak is repaired. A reconnection charge will apply should the Company take action to physically discontinue water service.

7.13 All costs associated with periodic testing of an approved backflow prevention device and reporting of said test results shall be the responsibility of the Customer. The reporting format and mechanism for reporting test results shall be determined by the Company and NJDEP (if applicable).

7.14 Customers shall test, by use of a Certified Backflow Protection Tester, all cross connection control devices associated with which protect the connecting pipes serving the Customer's premise in accordance with the frequency required as a condition of the NJDEP Physical Connection Permit or as specified in the Company's Cross Connection Control Program. The results of the backflow prevention test est results shall be submitted to the utility in accordance with Company's Cross Connection Control Program ~~and~~ and the NJDEP Physical Connection Permit. During each ~~the~~ backflow prevention test, the Certified Backflow Protection Tester shall also confirm, in writing to the W4 Licensed Operator of the Company, that there are not un-metered and therefore no un-protected connections attached ~~connected~~ to the Customer's connecting pipe(s) upstream of the backflow preventer and meter.

Date of Issue: May ~~15XX20~~, 202~~31~~

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South

January 1, 2022

Suite 400  
Iselin, New Jersey 08830-0452

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~December 15~~ \_\_\_\_\_, 202~~431~~, in Docket No. WR2~~31050292XXXX~~0813.

STANDARD TERMS AND CONDITIONS

8. BILLS (Continued)

8.7 A customer having two or more meters (excluding meters for Private Fire Protection under applicable Rate Schedules PFS) on the same premises will be charged at the Facilities charge for each plus the consumption rate for the quantity of water equivalent to the sum registered on all of the meters on the premises. Each installation under applicable Rate Schedules PFS will be charged separately.

8.8 A customer wishing to discontinue service must give notice to that effect. Where such notice is not received by the Company the customer shall be liable for service until the final reading of the meter is taken. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate.

8.9 If requested in writing by the customer, the Company will send bills to, and will receive payments from agents or tenants. However, this accommodation shall in no way relieve the customer of the responsibility of paying such charge. In the case of a residential account, if such charges are not paid, and notice is issued with intent to discontinue service, notice shall be served on both the billing address and the service address. (N.J.A.C. 14:3-3A.6)

8.10 At least ~~twenty~~ fifteen (~~2015~~) days' time for payment shall be allowed after sending a bill. The Company may discontinue service for nonpayment of bills provided it gives the customer at least ten (10) days' written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the said ~~2015~~ day period. However, in case of fraud, illegal use, or when it is clearly indicated that the customer is preparing to leave, immediate payment of accounts may be required.

Date of Issue: ~~September 4~~ May 15 ~~XX~~, 2023 ~~1992~~  
Effective for service

Rendered on and after:

Issued by: ~~Dennis W. Doll~~ Richard Tompkins, President  
~~1485C Route 1 South~~ 500 Ronson Road  
Suite 400  
Iselin, New Jersey 08830-3020  
~~April 30, 1993~~

Filed pursuant to an Order of the Board of ~~Public Utilities~~ Regulatory Commissioners, State of New Jersey, dated ~~April 30, 2024~~ 1993, in Docket No. ~~WR-23050292XXXX~~ 92090885J.

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STANDARD TERMS AND CONDITIONS

10. PRIVATE FIRE PROTECTION SERVICE

10.1 Customers are required to make separate written application for private fire protection service and enter into an agreement pertaining to conditions for service.

10.2 Private fire service installations shall be made in accordance with the provisions of this Tariff regarding the installation of service and connecting pipes and other facilities. Private fire protection systems that include [Fire Department Connections \(FDCs\)](#), storage tanks, pumping equipment, fire hydrants and/or any combination of these will be required to comply with the Company's Cross Connection Control Plan and an approved NJDEP Physical Connection Permit (if required).

10.3 Private fire service lines that do not include [FDCs](#), fire hydrants, storage tanks, pumping equipment and/or any combination of these shall be equipped with a rated fire service meter and double check valve assembly in accordance with the Company's Cross Connection Control Plan and an approved NJDEP Physical Connection Permit (if required); ~~private fire service lines without private hydrants shall be equipped with detector check type meters and shall be used exclusively for fire protection purposes.~~ The connecting pipe shall be the at least the same size as the meter.

10.4 No water shall be used through private fire protection facilities except for purposes of testing or in case of fire.

10.5 The charge for private fire service is based on the size of the meter. Bills are rendered monthly. No charge is made for water used solely for fire extinguishing purposes or for reasonable testing purposes, provided the Company receives written notification in advance that tests are to be made.

10.6 Where a tank, standpipe or other storage facility is used, it shall be so constructed and arranged as to protect the water from pollution and shall conform with all applicable rules and regulations of the State Department of Environmental Protection and the Company's Cross Connection Control Plan.

10.7 Authorized representatives of the Company shall have the right to inspect all fire protection facilities on a customer's premises at reasonable hours.

10.8 The customer shall be responsible for all costs associated with a fire watch program [when](#) required by local officials in response to emergency or planned work performed by the Company that interrupts or is anticipated to interrupt water supply to fire services.

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Date of Issue: ~~May~~~~October~~ ~~15XX~~10, 20~~23~~17  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road

Rendered on and after:

EXHIBIT B

Iselin, New Jersey 08830-0452

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~March 26~~ \_\_\_\_\_, 20~~24~~~~X~~18, in Docket No. WR~~23050292XXXX~~17101049.

MIDDLESEX WATER COMPANY  
29

~~Sixth~~<sup>Fifth</sup> Revised Sheet No.

B.P.U. No. 1 - WATER  
29

Cancelling  
~~Fifth~~<sup>fourth</sup> Revised Sheet No.

STANDARD TERMS AND CONDITIONS

12. WATER MAIN EXTENSIONS

12.1 Applications for extensions may be made in person, by telephone or by mail, at any Commercial Office 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 extension and the probable cost to the customer. Applicant will be responsible for paying for proposed extensions per the suggested formula within N.J.A.C. 14:3-8.5.

12.2 Distribution mains will be extended only in public streets or highways 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 to be in public streets or highways and subject to the provisions of N.J.S.A. Title 39. The Company will require an easement with terms acceptable to the Company in cases where the streets or highways have not 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. In the alternative, and at the sole and absolute discretion of the Company, mains may be installed in properly configured and recorded easements with terms acceptable to the Company

12.3 Water main extensions will be installed pursuant to agreements which will be prepared 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 ~~and~~ N.J.A.C. 14:3-10.

12.4 Each extension shall become a part of the distribution system of the Company and shall be owned, maintained and controlled by the Company.

12.5 The Company shall have the right to connect additional customers to an extension and to construct further extensions thereto.

Date of Issue: ~~May~~<sup>October</sup> ~~15XX10~~, 20~~23~~<sup>17</sup>  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Suite 400

Rendered on and after:

\_\_\_\_\_ ~~April~~<sup>EXHIBIT B</sup>

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~March 26~~ \_\_\_\_\_, 2024~~X~~18, in Docket No. WR~~23050292XXXX~~17101049.

MIDDLESEX WATER COMPANY

~~FourthThird~~ Revised Sheet No. 31B

Cancelling

B.P.U. No. 1 - WATER

~~ThirdSecond~~ Revised Sheet No. 31B

STANDARD TERMS AND CONDITIONS

14. EMERGENCY RESPONSE DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY (cont.)

14.2.1 (cont.)

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 will post information on its website, issue calls to customers directing them to the website URL, post to social media and work with local municipalities to notify residents. ~~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.

14.2.2 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(g), within one week. Thereafter the utility shall provide weekly reports for the duration of the emergency.

14.2.3 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.

Date of Issue: ~~May August 15XX17~~, 2023~~09~~  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
~~2010~~ \_\_\_\_\_  
Suite 400  
Iselin, New Jersey 08830-0452

Rendered on and after:

~~March 17,~~



**RATE SCHEDULE NO. 1**  
**GENERAL WATER SERVICE - GS**

APPLICABILITY:

Applicable to 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:

General Water Service

Consumption Charges  
 Rate per Thousand  
 Cubic Feet  
~~\$778966.18144075289~~

Facilities Charge

<u>Size of Meter</u>	<u>Per Quarter</u>	<u>Per Month</u>
5/8"	\$ <del>70660.290</del> 560	\$ <del>2350.43</del> 3520
3/4"	<del>1051490.5</del> 13096	<del>3580.17</del> 032
1"	<del>1759051.8</del> 2056	<del>586350.</del> 64052
1-1/2"	<del>3518003.5</del> 44006	<del>1172601</del> .18802
2"	<del>56260848</del> 4.57092	<del>1872021</del> 61.5906 4
3"	<del>1,0541409</del> 09.659018	<del>3518003</del> .553006
4"	<del>1,7579015</del> 15.767030	<del>5856335</del> 05.9201 0
6"	<del>3,5158030</del> 30.461057	<del>1,17126</del> 7010.82 7019
8"	<del>564,62408</del> 5848.7020 87	<del>121,874</del> 028616. 94029
10"	<del>86,085747</del> 970.48023	<del>2,69591</del> 5323.16 8041
12"	<del>1563,1163</del> 53031.256 025	<del>54,0384</del> 51343.7 52075

Billing shall be based on the facilities charge plus consumption charges (shown above) for each period.

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Date of Issue: May ~~15XX20~~, 2023~~1~~

\_\_\_\_\_Effective for Service  
Rendered on and After:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-3020

\_\_\_\_\_January 1, 2023

The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 concerning the periodic testing of public water supplies which establishes a water tax of \$0.01 per 1,000 gallons of water. This tax is reflected and included in the above rates.

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_~~December 15,~~  
2024~~X1~~, in Docket No. WR2~~31~~05~~0292XXXX~~0813.

RATE SCHEDULE No. 1 (Continued)

GENERAL WATER SERVICE - GS

TERMS OF PAYMENT:

A customer has at least ~~fifteen~~ twenty (20) days to pay a valid bill for service from the postmark of the bill.

Bills for metered water service are rendered at least once in each calendar quarter.

When meters are 1-1/2" in size or larger, or under special circumstances when smaller meters are in service, bills will be rendered monthly.

TERM:

See "Standard Terms and Conditions", Paragraph 8.9, Sheet No. 24.

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued during a billing period, the facilities charge will be pro-rated on a daily basis to the date when service is established or discontinued to such customer.

Date of Issue: ~~May 15XX~~ ~~December 12, 2023~~ 1997

Effective for

Issued by: ~~Dennis W. Doll~~ ~~Richard Tompkins~~, President  
485C Route 1 South

Rendered on and after:

~~Road~~

Suite 400

~~1500 Ronson~~

~~January 29, 1998~~

Iselin, New Jersey 08830-3020



RATE SCHEDULE NO. 2  
PRIVATE FIRE SERVICE - PFS

APPLICABILITY:

Applicable to customers throughout entire territory for private fire protection service. Excludes residential customers with a service line of 2" or less, any residential health care facility and any rooming or boarding house (NJSA 48:19-18).

CHARACTER OF SERVICE:

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

RATE:

Sprinkler connections with hose or hydrants connected to them on private property where such sprinkler connections and hydrants are independently metered and used for fire service only.

Size of Meter	Charge per Quarter	Charge per Month
2"	\$ <del>2466211.3</del> <del>90298</del>	\$ <del>82770.133</del> <del>466</del>
3"	<del>5427466.0</del> <del>13329</del>	<del>1809255.6</del> <del>71143</del>
4"	<del>90462778.</del> <del>831041</del>	<del>30120259.</del> <del>617047</del>
6"	<del>1,8519685</del> <del>92.578491</del>	<del>61756530.</del> <del>192897</del>
8"	<del>2,6518192</del> <del>80.160478</del>	<del>883939760</del> <del>.726826</del>
10"	<del>43,252521</del> <del>658.53844</del>	<del>1,4150721</del> <del>9.512848</del>
12"	<del>65,288686</del> <del>409.09316</del> <del>4</del>	<del>21,096228</del> <del>803.03772</del> <del>4</del>

Sprinkler connections without hose or hydrants connected to them on private property where such sprinkler connections are independently metered and used for fire service only.

Size of Meter	Charge per Quarter	Charge per Month
1"	\$ <del>82770.203</del> <del>971</del>	\$ <del>2793.4013</del> <del>57</del>
2"	<del>20316174.</del> <del>281587</del>	<del>677258.76</del> <del>0529</del>
3"	<del>40732350.</del> <del>018116</del>	<del>1354416.6</del> <del>2772</del>
4"	<del>675718580</del> <del>.330898</del>	<del>22539193.</del> <del>113666</del>
6"	<del>1,3724591</del> <del>80.564780</del>	<del>45786393.</del> <del>524960</del>
8"	<del>121,96208</del> <del>6688.3968</del> <del>25</del>	<del>65495562.</del> <del>135675</del>

10"	<del>32,142341</del>	<del>1,0471139</del>
	703.35436	01.457812
12"	<del>43,644938</del>	<del>1,5486463</del>
	995.15243	31.05878
	4	

Consumption Charges

In accordance with Paragraph 10.4 of the "Standard Terms and Conditions", water for any use other than fire protection shall be charged at the General Water Service Rate for Consumption Charges (as shown on Sheet No. 32).

Date of Issue: May ~~15XX20~~, 2023~~1~~

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South, Suite 400  
Iselin, New Jersey 08830-3020

January 1, 2023

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated December 15, 2024~~X1~~, in Docket No. WR2~~31~~050292~~XXXX~~0813.

MIDDLESEX WATER COMPANY

~~Fourth~~~~Third~~ Revised Sheet No. 35  
Cancelling

B.P.U. No.1 - WATER

~~Third~~~~Second~~ Sheet No. 35

RATE SCHEDULE NO. 2 (Continued)

PRIVATE FIRE SERVICE - PFS

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

A customer has at least ~~fifteen~~twenty (20) days to pay a valid bill for service from the postmark of the bill.

Bills are rendered monthly.

TERM:

See "Standard Terms and Conditions", Paragraph 8.9, Sheet No. 24.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions", Paragraphs 10.1 through 10.7 inclusive, Sheet No. 27.

Whenever service to a customer is established or discontinued during a billing period, the facilities charge will be pro-rated on a daily basis to the date when service is established or discontinued to the customer.

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Date of Issue: ~~May~~~~December 15~~~~XX12~~, ~~2023~~~~1997~~ \_\_\_\_\_ Effective for  
service

Issued by: ~~Dennis W. Doll~~~~J. Richard Tompkins~~, President  
~~485C Route 1 South~~~~1500 Ronson Road~~  
\_\_\_\_\_, ~~January 29~~, 1998  
~~Suite 400~~  
Iselin, New Jersey 08830-3020

Rendered on and after:

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_, ~~January 29~~,  
~~2024~~~~X1998~~, in Docket No. WR~~23050292~~~~XXXX~~-~~96110818~~.

RATE SCHEDULE NO. 3

MUNICIPAL SERVICE - MS

APPLICABILITY:

Applicable to municipalities and fire districts of municipalities throughout the territory served by the Company.

CHARACTER OF SERVICE:

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

RATE:

A. ANNUAL FIRE PROTECTION CHARGES:

Inch Foot Charge

Yearly charge of \$0.04056 per inch foot of distribution and transmission mains serving the municipality or fire district.

Hydrant Charge

Yearly charge of ~~\$936826783.408272~~ for each hydrant.

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

B. OTHER MUNICIPAL SERVICE:

Water for any use other than fire protection shall be charged for at General Water Service rate, Rate Schedule No. 1, Sheet No. 32 and Sheet No. 33, delivery to be determined by meter measurement when feasible, otherwise by estimate of the Company of the quantity delivered based on such factors as the diameter and length of time of the connection. Fire hydrants are not to be used for such purposes except upon the express consent of the Company in each case.

MINIMUM CHARGE:

None.

Date of Issue: May ~~15XX20~~, 2023~~1~~

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ ~~January 1, 2022~~

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ ~~December 15, 2024X1~~, in Docket No. WR23+050292XXXX0813.

RATE SCHEDULE NO. 3 (Continued)

MUNICIPAL SERVICE - MS

TERMS OF PAYMENT:

A customer has at least ~~fifteen~~ twenty (20) days to pay a valid bill for service from the postmark of the bill.

Bills are rendered monthly.

TERM:

Continuous until water service within municipality or municipal fire district 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 on November 30 of the previous year. (For example: 100 feet of 6 inch mains is equivalent to 600 inch feet.)

The inch foot charge shall apply to all of the distribution mains, 10 inches in diameter or smaller, lying within the municipalities or parts of the municipalities or fire districts of municipalities supplied and to the transmission system, which includes all of the mains 12 inches and larger, allocated to the population in each. In cases where parts of municipalities or fire districts are served by other public water supplies, the population will be based on those actually covered by the service of the Company.

See also "Standard Terms and Conditions", Paragraphs 11.1 through 11.8, inclusive, Sheet No. 28.

Date of Issue: ~~May 15XX, 2023~~ December 12, 1997 Effective for service

Rendered on and after:

Issued by: ~~Dennis W. Doll~~ Richard Tompkins, President  
~~485C Route 1 South~~ 1500 Ronson Road  
~~January 29, 1998~~  
Suite 400  
Iselin, New Jersey 08830-3020

RATE SCHEDULE NO. 4

MISCELLANEOUS SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

No person, other than municipal fire and Company personnel, is permitted to operate or take water from any public fire hydrant for ~~building construction~~any purpose unless except upon the express consent of the Company in each case.

Metered

Water for building or other temporary purpose will be supplied through meter and backflow prevention assembly when feasible and charged for at General Water Service Rate, including Water Consumption and Facilities Charges.

See rates for General Water Service, Rate Schedule No. 1, Sheet No. 32, Sheet No. 33 and Sheet No. 33A.

Unmetered:

The rates shall be the same as set forth under the General Water Service, Rate Schedule No. 1, on the basis of the Company's estimate of the volume of water to be used. Charges shall be payable in advance.

Special Provisions

~~Where metered service is provided, a deposit equal to the cost of the meter shall be made with the Company. The meter shall be kept safe and accessible during its use. Meter/backflow prevention assembly shall be in accordance with applicable MWC SOPs. The deposit, less the cost of repairs to the meter, if any, will be returned to the applicant by the Company after surrender of the meter and payment of all charges for water supplied through it.~~

Date of Issue: ~~May 15XX20, 2023~~<sup>+</sup>

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

January 1, 2022



F) Remote Meter Reading Equipment - A customer who requests installation of a remote meter reading device outside of the Company's normal reasonable schedule for installation of such devices, after being advised of the Company's reasonable schedule, shall pay the following charges for the installation:

All meters, sizes 5/8 inch through 10 inch with encoder registers - \$35.00.

Remote meter reading devices shall remain the property of the Company. Payment by the customer for the installation of such a device shall not give the customer any ownership in the equipment so installed.

G) Meter Testing Charges - Under certain circumstances, as provided for by this tariff, the customer is to be charged for meter testing. In those instances the charges shall be as follows:

For 5/8 inch, 3/4 inch and 1 inch meters - \$39.00

For 1.5 inch, 2 inch and 3 inch meters - \$51.00

For 4 inch, 6 inch, 8 inch and 10 inch meters - \$105.00

H) Bad Check Charge - Should the Company receive a negotiable instrument from a customer in payment of a bill, charge, or deposit due and such instrument is subsequently dishonored or uncollectible for any reason, the Company shall charge the customer a handling charge of \$20.00 per instrument.

TERMS OF PAYMENT:

Bills for service will be rendered quarterly and computed at rates approved by the Board of Public Utilities. A customer has at least ~~15~~ twenty (20) days from the postmark of the bill to pay a valid bill for service.

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions".

Date of Issue: ~~May 15XX, 2023~~ September 17, 1998

Effective for service

Issued by: ~~Dennis W. Doll~~ Richard Tompkins, President

~~485C Route 1 South 4500 Ronson Road~~

~~May 13, 1999~~

Suite 400

Iselin, New Jersey 08830-3020

Rendered on and after:

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated May 13,  
~~2024X1999~~, in Docket No. WR~~23050292XXXX~~-98090795.

RATE SCHEDULE NO. 5

SERVICE UNDER CONTRACT - SC

APPLICABILITY:

Applicable to service provided under special agreements. Such special agreements are available to customers that meet criteria as specified by the Board of Public Utilities and such agreements will be filed with the Board on a case by case basis.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of \$~~32,017,798.84~~<sup>32,017,798.84</sup> per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.

A customer has at least ~~15~~<sup>20</sup> days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15~~<sup>20</sup>, 2023~~1~~

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ ~~January 1, 2023~~

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ ~~December 15,~~  
2024~~X1~~, in Docket No. WR2~~3050292XXXX~~<sup>1050813</sup>.

RATE SCHEDULE NO. 6

SPECIAL CONTRACT SERVICE

SCS

APPLICABILITY:

Applicable to water treatment and pumping services provided to customers under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of \$~~232,127010034.67135~~ per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.

A customer has at least ~~15~~-twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15XX20~~, 20231

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ January 1, 2023

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ December 15,  
2024X1, in Docket No. WR23050292XXXX1050813.

RATE SCHEDULE NO. 7

TRANSMISSION SERVICE SOUTH RIVER BASIN - TR-SRB

APPLICABILITY:

Applicable to water transmission service to the South River Basin area provided to customers under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the combined rate of \$~~121,486~~~~724~~~~60.137~~~~600~~ per million gallons for transmission plus the rate for Service Under Contract as provided in Rate Schedule No. 5.

TERMS OF PAYMENT:

As provided by contract.

Bills to be rendered monthly.

A customer has at least ~~15~~~~twenty~~ (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15XX20~~, 2023~~1~~

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ ~~January 1, 2023~~

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ ~~December 15,~~  
2024~~X1~~, in Docket No. WR2~~3050292XXXX~~~~1050813~~.

RATE SCHEDULE NO. 8

TRANSMISSION SERVICE – NORTHEAST SECTOR

APPLICABILITY:

Applicable to water transmission service to the Northeast area provided to customers under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the combined rate of \$~~121,593,223.565~~~~.860183~~ per million gallons for transmission plus the rate for Service Under Contract as provided in Rate Schedule No. 5.

TERMS OF PAYMENT:

As provided by contract.

Bills to be rendered monthly.

A customer has at least ~~15~~~~twenty~~ (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15~~~~XX~~20, 2023~~1~~

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ ~~January 1, 2023~~

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ ~~December 15,~~  
2024~~X1~~, in Docket No. WR2~~3050292XXXX~~1050813.

Canceling

B.P.U. No. 1 - WATER

Original Sheet No. 45

RATE SCHEDULE NO. 10

RESIDENTIAL WATER SERVICE

(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)

RESIDENTIAL WATER SERVICE

Applicable to Use of Service for:	All water supplied to Residential Customers in territory served by the Company.
Character of Service:	Continuous, (unmetered service) except as limited by "Standard Terms and Conditions".
Fixed Annual Charge:	\$473.64 per connection. <u>When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.</u>
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least <u>15-20</u> days from the postmark on the bill to pay a valid bill for service.

Date of Issue: May ~~15XX18~~, 202305

\_\_\_\_\_ Effective for Service  
Rendered on and after:

Issued by: Dennis ~~WG. Doll~~Sullivan, President  
485C Route 1 South 1500 Ronson Road  
2005 \_\_\_\_\_  
Suite 400  
Iselin, New Jersey 08830-0452

December 8,

The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 concerning the periodic testing of public water supplies which established a water tax. Non-metered charges are determined by this Company's previous annual purchased/diverted water (with a 20% allowance for unaccounted for water) divided by the number of customers and applied to each customer at the rate of \$0.01 per 1,000 gallons. This tax is reflected and included in the above rates.

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated-  
20240X5 in Docket Nos. WR23050292XXXX05050451 and WM05080728.

RATE SCHEDULE NO. 11

COMMERCIAL WATER SERVICE

(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)

COMMERCIAL WATER SERVICE

Applicable to use of Service for:	All water supplied to Commercial Customers in territory served by the Company.
Character of Service:	Continuous, (unmetered service) except as limited by "Standard Terms and Conditions".
Fixed Annual Charge:	\$618.52 per connection. <u>When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.</u>
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least <u>15-20</u> days from the postmark on the bill to pay a valid bill for service.

Date of Issue: May ~~15XX18~~, 202305 \_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis ~~W.G. Doll~~Sullivan, President  
~~485C Route 1 South~~1500 Renson Road  
~~December 8, 2005~~  
Suite 400  
Iselin, New Jersey 08830-0452

The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 concerning the periodic testing of public water supplies which established a water tax. Non-metered charges are determined by this Company's previous annual purchased/diverted water (with a 20% allowance for unaccounted for water) divided by the number of customers and applied to each customer at the rate of \$0.01 per 1,000 gallons. This tax is reflected and included in the above rates.

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~December 8~~ \_\_\_\_\_, ~~2024X05~~ in Docket Nos. ~~WR23050292XXXX05050451 and WM05080728.~~

MIDDLESEX WATER COMPANY  
2023 RATE CASE  
BPU DOCKET NO. WR23050292

## COMPARATIVE SCHEDULE OF PRESENT AND PROPOSED RATES

	<u>EXISTING RATES</u>	<u>SETTLEMENT RATES</u>	<u>DIFFERENCE</u>	<u>% CHANGE</u>
RESIDENTIAL	\$46,566,473	\$54,025,291	\$7,458,818	16.02%
COMMERCIAL	21,996,250	25,520,668	3,524,418	16.02%
INDUSTRIAL	<u>11,208,221</u>	<u>13,004,316</u>	<u>1,796,095</u>	16.02%
SUBTOTAL	79,770,944	92,550,275	12,779,331	16.02%
PRIVATE FIRE SERVICE	6,235,915	7,246,773	1,010,858	16.21%
PUBLIC FIRE SERVICE	<u>5,170,681</u>	<u>5,899,728</u>	<u>729,047</u>	14.10%
SUBTOTAL	11,406,596	13,146,501	1,739,905	15.25%
EDISON / HIGHLAND PARK	2,783,313	2,956,029	172,716	6.21%
EAST BRUNSWICK	5,385,656	5,632,548	246,893	4.58%
OLD BRIDGE MUA	4,295,265	4,497,429	202,164	4.71%
MARLBORO TOWNSHIP	<u>5,502,637</u>	<u>5,738,208</u>	<u>235,571</u>	4.28%
SUBTOTAL	17,966,870	18,824,214	857,344	4.77%
SALES REVENUE	109,144,410	124,520,990	15,376,580	14.09%
MISCELLANEOUS ROUNDING	<u>237,331 (0)</u>	<u>237,331 (69)</u>	<u>0 (69)</u>	
GRAND TOTAL	<u>\$ 109,381,741</u>	<u>\$ 124,758,252</u>	<u>\$ 15,376,511</u>	14.06%



B.P.U. No. 1 - WATER

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MIDDLESEX WATER COMPANY

TARIFF

for

WATER SERVICE

Applicable in

ALL TERRITORY SUPPLIED BY THE COMPANY

IN CUMBERLAND, MIDDLESEX, MONMOUTH AND UNION COUNTIES

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Date of Issue: May ~~15XX20~~, 2023~~1~~

\_\_\_\_\_Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

January 1, 2023\_\_\_\_\_

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated ~~December 15, 2021~~  
\_\_\_\_\_, 2024~~X~~, in Docket No. WR23~~105~~~~0292XXXX~~0813.





STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES

7.1 The Company may refuse to provide a water service connection with any customer's piping system or furnish water to any connecting pipe already installed, when the customer's piping system is not installed in accordance with the regulations of the Company (including but not limited to the Cross Connection Control Plan) ~~and~~ of the municipality in which the premises are located, and of the NJDEP (Physical Connection Permit, if required); or when the piping system on the premises has not been protected from allowing groundwater/soil to enter the connecting pipe or when it is not at sufficient depth to prevent freezing.

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 needed by the Company for access to its facilities. The Company, where necessary, will make application for any street opening permits for installing its service connections and shall not be required to furnish service until after such permits are granted. The municipal charge, if any, for permission to open the street shall be paid by the customer.

7.4 Reserved.

7.5 The customer shall not permit access to the meter or other facilities of the Company except to employees of the Company, duly authorized state regulatory officials and the customer's certified backflow prevention device testers.

7.6 In case of defective service, the customer shall not interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately.

7.7 All piping within a customer's premises shall comply with State, municipal and other regulations in force with respect thereto.

Date of Issue: ~~May~~<sup>October</sup> ~~15~~<sup>XX</sup>~~10~~, 20~~23~~<sup>17</sup>  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road

Rendered on and after:

\_\_\_\_\_ ~~April 1, 2018~~

Suite 400  
Iselin, New Jersey 08830-0452

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~March 26~~ \_\_\_\_\_,  
20~~24~~<sup>X</sup>~~18~~, in Docket No. WR~~23050292XXXX~~<sup>17101049</sup>.

## STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES (Continued)

7.8 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, including but not limited to private wells, ~~are strictly prohibited~~ must comply with the requirements of an approved NJDEP Physical Connection Permit.

7.9 In any premises ~~where an~~ with an approved NJDEP Physical Connection Permit ~~approved auxiliary water source is permitted~~, the pipes carrying water from the mains of the Company are required to be marked in some distinctive manner for ready identification.

7.10 No device or connection shall be permitted between pipes or fixtures carrying water from the mains of the Company and any portion of the plumbing system of the premises or any other piping system on the premises in cases where the system is not designed to prevent backflow or back-siphonage in accordance with the Company's Cross Connection Control Plan and the approved NJDEP Physical Connection Permit.

7.11 If a premise is to remain unoccupied for an indefinite period, customers are advised to have the interior plumbing drained, especially during cold weather, 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.

7.12 Whenever non-emergency leakage occurs on pipes and facilities owned by the customer, the customer shall make the necessary repairs without delay. If the customer fails to make said repairs within thirty (30) days of being informed of the leakage, the Company reserves the right to discontinue the supply until such time as the non-emergency leak is repaired. A reconnection charge will apply should the Company take action to physically discontinue water service.

7.13 All costs associated with periodic testing of an approved backflow prevention device and reporting of said test results shall be the responsibility of the Customer. The reporting format and mechanism for reporting test results shall be determined by the Company and NJDEP (if applicable).

7.14 Customers shall test, by use of a Certified Backflow Protection Tester, all cross connection control devices associated with which protect the connecting pipes serving the Customer's premise in accordance with the frequency required as a condition of the NJDEP Physical Connection Permit or as specified in the Company's Cross Connection Control Program. The results of the backflow prevention test est results shall be submitted to the utility in accordance with Company's Cross Connection Control Program ~~and~~ and the NJDEP Physical Connection Permit. During each ~~the~~ backflow prevention ~~er~~ test, the Certified Backflow Protection Tester shall also confirm, in writing to the W4 Licensed Operator of the Company, that there are not un-metered and therefore no un-protected connections attached ~~connected~~ to the Customer's connecting pipe(s) upstream of the backflow preventer and meter.

Date of Issue: May ~~15XX20~~, 2023~~1~~

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South

January 1, 2022

Suite 400  
Iselin, New Jersey 08830-0452

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~December 15~~\_\_\_\_\_,  
2024, in Docket No. WR23050292.

STANDARD TERMS AND CONDITIONS

8. BILLS (Continued)

8.7 A customer having two or more meters (excluding meters for Private Fire Protection under applicable Rate Schedules PFS) on the same premises will be charged at the Facilities charge for each plus the consumption rate for the quantity of water equivalent to the sum registered on all of the meters on the premises. Each installation under applicable Rate Schedules PFS will be charged separately.

8.8 A customer wishing to discontinue service must give notice to that effect. Where such notice is not received by the Company the customer shall be liable for service until the final reading of the meter is taken. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate.

8.9 If requested in writing by the customer, the Company will send bills to, and will receive payments from agents or tenants. However, this accommodation shall in no way relieve the customer of the responsibility of paying such charge. In the case of a residential account, if such charges are not paid, and notice is issued with intent to discontinue service, notice shall be served on both the billing address and the service address. (N.J.A.C. 14:3-3A.6)

8.10 At least ~~twenty~~ fifteen (~~2015~~) days' time for payment shall be allowed after sending a bill. The Company may discontinue service for nonpayment of bills provided it gives the customer at least ten (10) days' written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the said ~~2015~~ day period. However, in case of fraud, illegal use, or when it is clearly indicated that the customer is preparing to leave, immediate payment of accounts may be required.

Date of Issue: ~~September 4~~ May 15 ~~XX~~, 2023 ~~1992~~  
Effective for service

Rendered on and after:

Issued by: ~~Dennis W. Doll~~ Richard Tompkins, President  
~~1485C Route 1 South~~ 500 Ronson Road  
Suite 400  
Iselin, New Jersey 08830-3020  
~~April 30, 1993~~

Filed pursuant to an Order of the Board of ~~Public Utilities~~ Regulatory Commissioners, State of ~~New Jersey~~ New Jersey, dated ~~April 30, 2024~~ April 30, 1993, in Docket No. ~~WR-23050292XXXX~~ 92090885J.

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STANDARD TERMS AND CONDITIONS

10. PRIVATE FIRE PROTECTION SERVICE

10.1 Customers are required to make separate written application for private fire protection service and enter into an agreement pertaining to conditions for service.

10.2 Private fire service installations shall be made in accordance with the provisions of this Tariff regarding the installation of service and connecting pipes and other facilities. Private fire protection systems that include [Fire Department Connections \(FDCs\)](#), storage tanks, pumping equipment, fire hydrants and/or any combination of these will be required to comply with the Company's Cross Connection Control Plan and an approved NJDEP Physical Connection Permit (if required).

10.3 Private fire service lines that do not include [FDCs](#), fire hydrants, storage tanks, pumping equipment and/or any combination of these shall be equipped with a rated fire service meter and double check valve assembly in accordance with the Company's Cross Connection Control Plan and an approved NJDEP Physical Connection Permit (if required); ~~private fire service lines without private hydrants shall be equipped with detector check type meters and shall be used exclusively for fire protection purposes.~~ The connecting pipe shall be the at least the same size as the meter.

10.4 No water shall be used through private fire protection facilities except for purposes of testing or in case of fire.

10.5 The charge for private fire service is based on the size of the meter. Bills are rendered monthly. No charge is made for water used solely for fire extinguishing purposes or for reasonable testing purposes, provided the Company receives written notification in advance that tests are to be made.

10.6 Where a tank, standpipe or other storage facility is used, it shall be so constructed and arranged as to protect the water from pollution and shall conform with all applicable rules and regulations of the State Department of Environmental Protection and the Company's Cross Connection Control Plan.

10.7 Authorized representatives of the Company shall have the right to inspect all fire protection facilities on a customer's premises at reasonable hours.

10.8 The customer shall be responsible for all costs associated with a fire watch program [when is](#) required by local officials in response to emergency or planned work performed by the Company that interrupts or is anticipated to interrupt water supply to fire services.

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Date of Issue: ~~May~~~~October~~ ~~15XX10~~, 20~~23~~~~17~~  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road

Rendered on and after:

EXHIBIT E

Iselin, New Jersey 08830-0452

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~March 26~~ \_\_\_\_\_, 20~~24~~~~X~~18, in Docket No. WR~~23050292XXXX~~17101049.

MIDDLESEX WATER COMPANY  
29

~~SixthFifth~~ Revised Sheet No.

B.P.U. No. 1 - WATER  
29

Cancelling  
~~Fifthourth~~ Revised Sheet No.

STANDARD TERMS AND CONDITIONS

12. WATER MAIN EXTENSIONS

12.1 Applications for extensions may be made in person, by telephone or by mail, at any Commercial Office 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 extension and the probable cost to the customer. Applicant will be responsible for paying for proposed extensions per the suggested formula within N.J.A.C. 14:3-8.5.

12.2 Distribution mains will be extended only in public streets or highways 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 to be in public streets or highways and subject to the provisions of N.J.S.A. Title 39. The Company will require an easement with terms acceptable to the Company in cases where the streets or highways have not 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. In the alternative, and at the sole and absolute discretion of the Company, mains may be installed in properly configured and recorded easements with terms acceptable to the Company

12.3 Water main extensions will be installed pursuant to agreements which will be prepared 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 ~~and N.J.A.C. 14:3-10.~~

12.4 Each extension shall become a part of the distribution system of the Company and shall be owned, maintained and controlled by the Company.

12.5 The Company shall have the right to connect additional customers to an extension and to construct further extensions thereto.

Date of Issue: ~~MayOctober 15XX10~~, 2023~~17~~  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Suite 400

Rendered on and after:

\_\_\_\_\_ ~~April~~ ~~EXHIBIT E~~

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~March 26~~ \_\_\_\_\_, 2024~~X~~18, in Docket No. WR~~23050292XXXX~~17101049.

STANDARD TERMS AND CONDITIONS

14. EMERGENCY RESPONSE DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY (cont.)

14.2.1 (cont.)

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~~ cases, the Company will post information on its website, issue calls to customers directing them to the website URL, post to social media and work with local municipalities to notify residents. ~~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.

14.2.2 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(g), within one week. Thereafter the utility shall provide weekly reports for the duration of the emergency.

14.2.3 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.

Date of Issue: ~~May~~ ~~August 15~~ ~~XX17~~, 2023~~09~~  
service

\_\_\_\_\_ Effective for

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
~~2010~~ \_\_\_\_\_  
Suite 400  
Iselin, New Jersey 08830-0452

Rendered on and after:

~~March 17,~~



**RATE SCHEDULE NO. 1**  
**GENERAL WATER SERVICE - GS**

APPLICABILITY:

Applicable to 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:

General Water Service

Consumption Charges  
 Rate per Thousand  
 Cubic Feet  
~~\$838966.467014075289~~

Facilities Charge

<u>Size of Meter</u>	<u>Per Quarter</u>	<u>Per Month</u>
5/8"	\$ <del>76660.020</del> 560	\$ <del>2550.34</del> 3520
3/4"	<del>1141490.1</del> 23096	<del>3880.04</del> 4032
1"	<del>1909051.1</del> 42056	<del>636350.</del> 384052
1-1/2"	<del>3808003.2</del> 24006	<del>1262601</del> .74802
2"	<del>60860848</del> 4.377092	<del>2022021</del> 61.7990
3"	<del>1,1401409</del> 09.639018	<del>3808003</del> .213006
4"	<del>1,9019015</del> 15.077030	<del>6336335</del> 05.6990
6"	<del>3,8028030</del> 30.111057	<del>1,26726</del> 7010.37
8"	<del>664,08308</del> 5848.3120	<del>221,027</del> 028616.
10"	<del>86,744747</del> 970.76402	<del>2,91491</del> 5323.92
12"	<del>1663,3483</del> 53031.836	<del>54,4494</del> 51343.6
	<del>025</del>	<del>12075</del>

Billing shall be based on the facilities charge plus consumption charges (shown above) for each period.

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Date of Issue: May ~~15XX20~~, 2023~~1~~

\_\_\_\_\_Effective for Service  
Rendered on and After:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-3020

\_\_\_\_\_January 1, 2023

The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 concerning the periodic testing of public water supplies which establishes a water tax of \$0.01 per 1,000 gallons of water. This tax is reflected and included in the above rates.

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_~~December 15,~~  
2024~~X1~~, in Docket No. WR2~~31~~05~~0292XXXX~~0813.

RATE SCHEDULE No. 1 (Continued)

GENERAL WATER SERVICE - GS

TERMS OF PAYMENT:

A customer has at least ~~fifteen~~ twenty (20) days to pay a valid bill for service from the postmark of the bill.

Bills for metered water service are rendered at least once in each calendar quarter.

When meters are 1-1/2" in size or larger, or under special circumstances when smaller meters are in service, bills will be rendered monthly.

TERM:

See "Standard Terms and Conditions", Paragraph 8.9, Sheet No. 24.

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued during a billing period, the facilities charge will be pro-rated on a daily basis to the date when service is established or discontinued to such customer.

Date of Issue: ~~May 15XX~~ December 12, 2023 ~~1997~~ \_\_\_\_\_ Effective for service

Issued by: ~~Dennis W. Doll~~ Richard Tompkins, President  
485C Route 1 South \_\_\_\_\_ ~~1500 Ronson~~  
~~Road~~ \_\_\_\_\_  
Suite 400 \_\_\_\_\_ ~~January 29, 1998~~  
Iselin, New Jersey 08830-3020



RATE SCHEDULE NO. 2  
PRIVATE FIRE SERVICE - PFS

APPLICABILITY:

Applicable to customers throughout entire territory for private fire protection service. Excludes residential customers with a service line of 2" or less, any residential health care facility and any rooming or boarding house (NJSA 48:19-18).

CHARACTER OF SERVICE:

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

RATE:

Sprinkler connections with hose or hydrants connected to them on private property where such sprinkler connections and hydrants are independently metered and used for fire service only.

Size of Meter	Charge per Quarter	Charge per Month
2"	\$ <del>2666211.4</del> 60298	\$ <del>88770.823</del> 466
3"	<del>5867466.1</del> 13329	<del>1959255.3</del> 71143
4"	<del>97862778.</del> 451041	<del>32620259.</del> 157047
6"	<del>21,002968</del> 592.26849	<del>66756530.</del> 422897
8"	<del>2,8668192</del> 80.890478	<del>955939760</del> .636826
10"	<del>43,598521</del> 658.58844	<del>1,5325072</del> 19.862848
12"	<del>65,799686</del> 409.77316	<del>21,266228</del> 803.59772
	4	4

Sprinkler connections without hose or hydrants connected to them on private property where such sprinkler connections are independently metered and used for fire service only.

Size of Meter	Charge per Quarter	Charge per Month
1"	\$ <del>88770.893</del> 971	\$ <del>2993.6313</del> 57
2"	<del>21916174.</del> 811587	<del>737258.27</del> 0529
3"	<del>44032350.</del> 138116	<del>1464416.7</del> 12772
4"	<del>730718580</del> .290898	<del>24339193.</del> 433666
6"	<del>1,4844591</del> 80.254780	<del>49486393.</del> 754960

8"	<del>221,12208</del> <del>6688.0868</del> 25	<del>707695562</del> <del>.365675</del>
10"	<del>32,398341</del> <del>703.07343</del> 6	<del>1,1321139</del> <del>01.697812</del>
12"	<del>543,02293</del> <del>8995.0624</del> 34	<del>1,6746463</del> <del>31.02878</del>

Consumption Charges

In accordance with Paragraph 10.4 of the "Standard Terms and Conditions", water for any use other than fire protection shall be charged at the General Water Service Rate for Consumption Charges (as shown on Sheet No. 32).

Date of Issue: May ~~15XX20~~, 202~~31~~

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South, Suite 400  
Iselin, New Jersey 08830-3020

January 1, 2023

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated December 15,  
202~~4X1~~, in Docket No. WR2~~31050292XXXX~~0813.

MIDDLESEX WATER COMPANY

~~FourthThird~~ Revised Sheet No. 35  
Cancelling  
~~ThirdSecond~~ Sheet No. 35

B.P.U. No.1 - WATER

RATE SCHEDULE NO. 2 (Continued)

PRIVATE FIRE SERVICE - PFS

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

A customer has at least ~~fifteen~~ twenty (20) days to pay a valid bill for service from the postmark of the bill.

Bills are rendered monthly.

TERM:

See "Standard Terms and Conditions", Paragraph 8.9, Sheet No. 24.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions", Paragraphs 10.1 through 10.7 inclusive, Sheet No. 27.

Whenever service to a customer is established or discontinued during a billing period, the facilities charge will be pro-rated on a daily basis to the date when service is established or discontinued to such customer.

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Date of Issue: ~~May~~~~December 15~~~~XX12~~, ~~2023~~~~1997~~ \_\_\_\_\_ Effective for service

Issued by: ~~Dennis W. Doll~~~~Richard Tompkins~~, President  
~~485C Route 1 South~~~~4500 Ronson Road~~  
\_\_\_\_\_~~January 29~~, 1998  
~~Suite 400~~  
Iselin, New Jersey 08830-3020

Rendered on and after:

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_~~January 29~~,  
~~2024~~~~X1998~~, in Docket No. WR~~23050292~~~~XXXX~~ ~~96110818~~.

RATE SCHEDULE NO. 3

MUNICIPAL SERVICE - MS

APPLICABILITY:

Applicable to municipalities and fire districts of municipalities throughout the territory served by the Company.

CHARACTER OF SERVICE:

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

RATE:

A. ANNUAL FIRE PROTECTION CHARGES:

Inch Foot Charge

Yearly charge of \$0.04056 per inch foot of distribution and transmission mains serving the municipality or fire district.

Hydrant Charge

Yearly charge of \$~~1,038,826.783~~.~~838,272~~ for each hydrant.

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

B. OTHER MUNICIPAL SERVICE:

Water for any use other than fire protection shall be charged for at General Water Service rate, Rate Schedule No. 1, Sheet No. 32 and Sheet No. 33, delivery to be determined by meter measurement when feasible, otherwise by estimate of the Company of the quantity delivered based on such factors as the diameter and length of time of the connection. Fire hydrants are not to be used for such purposes except upon the express consent of the Company in each case.

MINIMUM CHARGE:

None.

Date of Issue: May ~~15XX20~~, 202~~31~~

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ ~~January 1, 2022~~

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ ~~December 15, 2024X1~~, in Docket No. WR2~~3105~~~~0292XXXX~~~~0813~~.

RATE SCHEDULE NO. 3 (Continued)

MUNICIPAL SERVICE - MS

TERMS OF PAYMENT:

A customer has at least ~~fifteen~~ twenty (20) days to pay a valid bill for service from the postmark of the bill.

Bills are rendered monthly.

TERM:

Continuous until water service within municipality or municipal fire district 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 on November 30 of the previous year. (For example: 100 feet of 6 inch mains is equivalent to 600 inch feet.)

The inch foot charge shall apply to all of the distribution mains, 10 inches in diameter or smaller, lying within the municipalities or parts of the municipalities or fire districts of municipalities supplied and to the transmission system, which includes all of the mains 12 inches and larger, allocated to the population in each. In cases where parts of municipalities or fire districts are served by other public water supplies, the population will be based on those actually covered by the service of the Company.

See also "Standard Terms and Conditions", Paragraphs 11.1 through 11.8, inclusive, Sheet No. 28.

Date of Issue: ~~May 15XX, 2023~~ December 12, 1997 Effective for service

Rendered on and after:

Issued by: ~~Dennis W. Doll~~ Richard Tompkins, President  
~~485C Route 1 South~~ 1500 Ronson Road  
January 29, 1998  
Suite 400  
Iselin, New Jersey 08830-3020

RATE SCHEDULE NO. 4

MISCELLANEOUS SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

No person, other than municipal fire and Company personnel, is permitted to operate or take water from any public fire hydrant for ~~building construction~~ any purpose unless except upon the express consent of the Company in each case.

Metered

Water for building or other temporary purpose will be supplied through meter and backflow prevention assembly when feasible and charged for at General Water Service Rate, including Water Consumption and Facilities Charges.

See rates for General Water Service, Rate Schedule No. 1, Sheet No. 32, Sheet No. 33 and Sheet No. 33A.

Unmetered:

The rates shall be the same as set forth under the General Water Service, Rate Schedule No. 1, on the basis of the Company's estimate of the volume of water to be used. Charges shall be payable in advance.

Special Provisions

~~Where metered service is provided, a deposit equal to the cost of the meter shall be made with the Company. The meter shall be kept safe and accessible during its use. Meter/backflow prevention assembly shall be in accordance with applicable MWC SOPs. The deposit, less the cost of repairs to the meter, if any, will be returned to the applicant by the Company after surrender of the meter and payment of all charges for water supplied through it.~~

Date of Issue: ~~May 15XX20, 2023~~

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

January 1, 2022



F) Remote Meter Reading Equipment - A customer who requests installation of a remote meter reading device outside of the Company's normal reasonable schedule for installation of such devices, after being advised of the Company's reasonable schedule, shall pay the following charges for the installation:

All meters, sizes 5/8 inch through 10 inch with encoder registers - \$35.00.

Remote meter reading devices shall remain the property of the Company. Payment by the customer for the installation of such a device shall not give the customer any ownership in the equipment so installed.

G) Meter Testing Charges - Under certain circumstances, as provided for by this tariff, the customer is to be charged for meter testing. In those instances the charges shall be as follows:

For 5/8 inch, 3/4 inch and 1 inch meters - \$39.00

For 1.5 inch, 2 inch and 3 inch meters - \$51.00

For 4 inch, 6 inch, 8 inch and 10 inch meters - \$105.00

H) Bad Check Charge - Should the Company receive a negotiable instrument from a customer in payment of a bill, charge, or deposit due and such instrument is subsequently dishonored or uncollectible for any reason, the Company shall charge the customer a handling charge of \$20.00 per instrument.

TERMS OF PAYMENT:

Bills for service will be rendered quarterly and computed at rates approved by the Board of Public Utilities. A customer has at least ~~15~~ twenty (20) days from the postmark of the bill to pay a valid bill for service.

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions".

Date of Issue: ~~May 15XX, 2023~~ September 17, 1998  
Effective for service

Issued by: ~~Dennis W. Doll~~ Richard Tompkins, President  
~~485C Route 1 South~~ 1500 Ronson Road  
~~May 13, 1999~~  
Suite 400

Rendered on and after:

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated            ~~May 13,~~  
~~2024~~~~X1999~~, in Docket No. WR~~23050292XXXX~~-98090795.

RATE SCHEDULE NO. 5

SERVICE UNDER CONTRACT - SC

APPLICABILITY:

Applicable to service provided under special agreements. Such special agreements are available to customers that meet criteria as specified by the Board of Public Utilities and such agreements will be filed with the Board on a case by case basis.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of \$~~32,286,798.84~~<sup>32,286,798.84</sup>.~~656055~~ per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.

A customer has at least ~~15~~<sup>20</sup> twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15XX20~~<sup>2023</sup>

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ January 1, 2023

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ December 15,  
2024~~X1~~, in Docket No. WR2~~3050292XXXX~~<sup>1050813</sup>.

MIDDLESEX WATER COMPANY

~~Nineteenth~~~~Eighteenth~~ Revised Sheet No. 41  
Canceling

B.P.U. No.1- WATER  
41

~~Eighteenth~~~~Seventeenth~~ Revised Sheet No.

RATE SCHEDULE NO. 6

SPECIAL CONTRACT SERVICE  
SCS

APPLICABILITY:

Applicable to water treatment and pumping services provided to customers under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of \$~~232,320010034.037135~~ per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.

A customer has at least ~~15~~ twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15XX20~~, 20231

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

January 1, 2023

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated December 15,  
2024X1, in Docket No. WR23050292XXXX1050813.

RATE SCHEDULE NO. 7

TRANSMISSION SERVICE SOUTH RIVER BASIN - TR-SRB

APPLICABILITY:

Applicable to water transmission service to the South River Basin area provided to customers under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the combined rate of \$~~121,624~~~~072~~~~460.237~~~~600~~ per million gallons for transmission plus the rate for Service Under Contract as provided in Rate Schedule No. 5.

TERMS OF PAYMENT:

As provided by contract.

Bills to be rendered monthly.

A customer has at least ~~15~~~~twenty~~ (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15XX20~~, 2023~~1~~

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ ~~January 1, 2023~~

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ ~~December 15,~~  
2024~~X1~~, in Docket No. WR2~~3050292XXXX~~~~1050813~~.

RATE SCHEDULE NO. 8

TRANSMISSION SERVICE – NORTHEAST SECTOR

APPLICABILITY:

Applicable to water transmission service to the Northeast area provided to customers under special agreements at the option of the Company.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the combined rate of \$~~121,741,223,565.960183~~ per million gallons for transmission plus the rate for Service Under Contract as provided in Rate Schedule No. 5.

TERMS OF PAYMENT:

As provided by contract.

Bills to be rendered monthly.

A customer has at least ~~15~~-twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: May ~~15XX20~~, 20231

\_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
485C Route 1 South  
Suite 400  
Iselin, New Jersey 08830-0452

\_\_\_\_\_ January 1, 2023

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated \_\_\_\_\_ December 15,  
2024X1, in Docket No. WR23050292XXXX1050813.

Canceling

B.P.U. No. 1 - WATER

Original Sheet No. 45

RATE SCHEDULE NO. 10

RESIDENTIAL WATER SERVICE

(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)

RESIDENTIAL WATER SERVICE

Applicable to Use of Service for:	All water supplied to Residential Customers in territory served by the Company.
Character of Service:	Continuous, (unmetered service) except as limited by "Standard Terms and Conditions".
Fixed Annual Charge:	\$473.64 per connection. <u>When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.</u>
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least <u>15-20</u> days from the postmark on the bill to pay a valid bill for service.

Date of Issue: May 15XX18, 202305

\_\_\_\_\_ Effective for Service  
Rendered on and after:

Issued by: Dennis WG. Doll~~Sullivan~~, President  
485C Route 1 South~~1500 Ronson Road~~  
2005 \_\_\_\_\_  
Suite 400  
Iselin, New Jersey 08830-0452

December 8,

The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 concerning the periodic testing of public water supplies which established a water tax. Non-metered charges are determined by this Company's previous annual purchased/diverted water (with a 20% allowance for unaccounted for water) divided by the number of customers and applied to each customer at the rate of \$0.01 per 1,000 gallons. This tax is reflected and included in the above rates.

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated-  
20240X5 in Docket Nos. WR23050292XXXX05050451 and WM05080728.

RATE SCHEDULE NO. 11

COMMERCIAL WATER SERVICE

(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)

COMMERCIAL WATER SERVICE

Applicable to use of Service for:	All water supplied to Commercial Customers in territory served by the Company.
Character of Service:	Continuous, (unmetered service) except as limited by "Standard Terms and Conditions".
Fixed Annual Charge:	\$618.52 per connection. <u>When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.</u>
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least <u>15-20</u> days from the postmark on the bill to pay a valid bill for service.

Date of Issue: May ~~15XX18~~, 202305 \_\_\_\_\_ Effective for service  
Rendered on and after:

Issued by: Dennis ~~WG. Doll~~Sullivan, President  
485C Route 1 South~~1500 Renson Road~~  
December 8, 2005  
Suite 400  
Iselin, New Jersey 08830-0452

The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 concerning the periodic testing of public water supplies which established a water tax. Non-metered charges are determined by this Company's previous annual purchased/diverted water (with a 20% allowance for unaccounted for water) divided by the number of customers and applied to each customer at the rate of \$0.01 per 1,000 gallons. This tax is reflected and included in the above rates.

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated ~~December 8~~ \_\_\_\_\_, 2024X05 in Docket Nos. WR23050292XXXX05050451 and WM05080728.

MIDDLESEX WATER COMPANY  
2023 RATE CASE  
BPU DOCKET NO. WR23050292

COMPARATIVE SCHEDULE OF PRESENT AND PROPOSED RATES  
REOPENED RATE SETTLEMENT

	EXISTING RATES	REOPENED SETTLEMENT RATES	DIFFERENCE	NOTE (1) REOPENED % INCREASE	NOTE (1) ORIGINAL % INCREASE	NOTE (1) % DIFFERENCE
RESIDENTIAL	\$46,566,473	\$58,429,699	\$11,863,226	25.48%	16.02%	9.46%
COMMERCIAL	21,996,250	27,601,227	5,604,977	25.48%	16.02%	9.46%
INDUSTRIAL	<u>11,208,221</u>	<u>14,064,445</u>	<u>2,856,224</u>	<u>25.48%</u>	<u>16.02%</u>	<u>9.46%</u>
SUBTOTAL	79,770,944	100,095,372	20,324,428	25.48%	16.02%	9.46%
PRIVATE FIRE SERVICE	6,235,915	7,836,625	1,600,710	25.67%	16.21%	9.46%
PUBLIC FIRE SERVICE	<u>5,170,681</u>	<u>6,388,831</u>	<u>1,218,150</u>	<u>23.56%</u>	<u>14.10%</u>	<u>9.46%</u>
SUBTOTAL	11,406,596	14,225,457	2,818,861	24.71%	15.25%	9.46%
EDISON / HIGHLAND PARK	2,783,313	3,219,291	435,978	15.66%	6.21%	9.46%
EAST BRUNSWICK	5,385,656	6,141,953	756,298	14.04%	4.58%	9.46%
OLD BRIDGE MUA	4,295,265	4,903,705	608,440	14.17%	4.71%	9.46%
MARLBORO TOWNSHIP	<u>5,502,637</u>	<u>6,258,687</u>	<u>756,050</u>	<u>13.74%</u>	<u>4.28%</u>	<u>9.46%</u>
SUBTOTAL	17,966,870	20,523,635	2,556,765	14.23%	4.77%	9.46%
SALES REVENUE	109,144,410	134,844,463	25,700,053	23.55%	14.09%	9.46%
MISCELLANEOUS ROUNDING	237,331 (0)	237,331 (53)	0 (53)			
GRAND TOTAL	<u>\$ 109,381,741</u>	<u>\$ 135,081,741</u>	<u>\$ 25,700,000</u>	<u>23.50%</u>	<u>14.06%</u>	<u>9.44%</u>

**NOTE (1)**

An equal percentage increase was applied to each rate change set forth in Exhibit C to arrive at the rate increases under the Rate Reopened Settlement Scenario.

MIDDLESEX WATER COMPANY  
PURCHASED WATER ADJUSTMENT CLAUSE  
2023 BASE RATE CASE

## 1. BASE LEVEL DATA UNDER N.J.A.C. 14:9-7.4(a)1

NEW JERSEY WATER SUPPLY AUTHORITY BASE CONTRACT = COST PER MILLION GALLONS (09/30/2023) -	9,855.0 MG
TIER ONE – FIRST 27 MILLION GALLONS	\$365.00
TIER TWO – PURCHASES ABOVE BASE CONTRACT	\$438.00
TIER THREE – PURCHASES 10% ABOVE MONTHLY AVERAGE OF BASE CONTRACT	\$438.00
NEW JERSEY AMERICAN WATER COMPANY BASE CONTRACT = COST PER MILLION GALLONS (09/30/2023) -	1,095.0 MG \$3,172.30
LSCRC FIXED CHARGE PER MONTH	\$21.05

## 2. N.J.A.C. 14:9-7.4(a)2

ACTUAL NUMBER AND CLASSES OF CUSTOMERS (09/30/2023)	
RESIDENTIAL	54,894
COMMERCIAL	3,658
INDUSTRIAL	263
PRIVATE FIRE	1,118
CONTRACT SALES	5

## 3. N.J.A.C. 14:9-7.4(a)3

ACTUAL VOLUME OF WATER PURCHASED (Test Year 09/30/2023) -	10,973.5 MG
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## 4. N.J.A.C. 14:9-7.4(a)4

PROPOSED COST PER UNIT METHOD:  
ANNUAL REVENUE REQUIREMENT  
FOR PURCHASED WATER ADJUSTMENT/WATER BILLED

## 5. N.J.A.C. 14:9-7.4(b)

BASE CONSUMPTION (Test Year 09/30/2023)	12,246.1 MG
LESS: EAST BRUNSWICK	(2,647.4) MG
BASE CONSUMPTION FOR RECOVERY OF PWAC	9,778.7 MG

## BASE COSTS

NEW JERSEY WATER SUPPLY AUTHORITY COST PER THOUSAND GALLONS -

TIER ONE – FIRST 27 MILLION GALLONS	\$0.36500
TIER TWO – PURCHASES ABOVE BASE CONTRACT	\$0.43800
TIER THREE – PURCHASES 10% ABOVE MONTHLY AVERAGE OF BASE CONTRACT	\$0.43800

NEW JERSEY AMERICAN WATER COMPANY

COST PER THOUSAND GALLONS	\$3.17230
LSCRC FIXED CHARGE PER MONTH	\$21.05