



Agenda Date: 4/29/13

Agenda Item: 5D

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE PETITION OF UNITED
WATER TOMS RIVER, INC. FOR APPROVAL OF
AN INCREASE IN RATES FOR WATER SERVICE
AND OTHER TARIFF CHANGES

-) ORDER ADOPTING INITIAL
-) DECISION/STIPULATION
-)
-)
-) BPU DOCKET NO. WR12090830
-) OAL DOCKET NO. PUC 13365-12

Parties of Record:

Stephen B. Genzer, Esq., on behalf of United Water Toms River Inc., Petitioner
Stefanie A. Brand, Esq., Director, Division of Rate Counsel

BY THE BOARD:

On September 19, 2012, United Water Toms River Inc., ("UWTR" or "Petitioner") a public utility of the State of New Jersey, subject to the jurisdiction of the Board of Public Utilities ("Board"), filed a petition, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, seeking to increase rates for water service and to make other tariff changes. Specifically, the Petitioner requested an overall increase of \$6,653,244 or 23.18% above its revenues.

By this Order the Board considers the Initial Decision which recommended adoption of the Stipulation of Settlement ("Stipulation") executed by Petitioner, the Staff of the Board of Public Utilities ("Board Staff") and the Division of Rate Counsel ("Rate Counsel") (collectively, the "Parties"), agreeing to an overall increase over present revenues totaling \$3,350,000 representing an 11.67% over Petitioner's present rates. This increase will result in total Company revenues of \$28,699,481.

BACKGROUND/PROCEDURAL HISTORY

The Petitioner is a public utility engaged in the business of collecting, treating and distributing water for retail service to approximately 50,000 customers in the municipalities of Toms River Township (formerly known as Dover Township), the Borough of South Toms River, and portions of the Townships of Berkeley and Brick, in Ocean County, New Jersey.

The Petitioner, in its filing, requested that the proposed increase in rates become effective on October 24, 2013. By letter dated September 25, 2012, UWTR notified the Board that it will no implement rates on an interim basis prior to November 2, 2012. On November 2, 2012, the Board issued an Initial Suspension Order suspending increases changes or alterations in rates until February 24, 2013. On February 20, 2013, the Board issued a Further Suspension Oder suspending increases changes or alterations in rates until June 24, 2013.

The matter was transmitted to the Office of Administrative Law ("OAL") on October 8, 2012 and Administrative Law Judge ("ALJ") Tiffany Williams was assigned to hear the case. ALJ Williams conducted a telephonic prehearing conference on January, 28, 2013. A Pre-hearing Order was issued on February 12, 2013.

After a proper notice, a Public Hearing was held on February 21, 2013 at 5:30 p.m. in Bayville, New Jersey at the Berkeley Township Municipal Building Council Meeting Room, located at 627 Pinewald-Keswick Road, Bayville, NJ, 08721. Several members of the public appeared and commented on the proposal, including public officials from the service area. Commenters generally opposed the rate increase.

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

On April 24, 2013, ALJ Williams issued her Initial Decision in this matter recommending the adoption of the Stipulation, finding that the Parties had voluntarily agreed to the Stipulation and that the Stipulation fully disposes of all issues and is consistent with the law. No exceptions to the Initial Decision have been filed.

DISCUSSIONS AND FINDINGS

Among the provisions of the Stipulation¹, the Parties recommend that Petitioner's rates be increased by \$3,350,000, representing a 11.67% increase over present revenues totaling \$28,699,481. The Parties further recommended a rate base of \$89,700,000, with a test year ending December 31, 2012 adjusted for known and measurable changes and that Petitioner be authorized a return on common equity of 9.75%. The parties further agreed that this return on common equity will result in an overall rate of return of 8.03%.

The parties further agree on the following:

- That the attached tariff pages included as Exhibit A to the Stipulation should be adopted by the ALJ and the Board. The Proof of Revenues supporting these tariff pages are included as Exhibit B to the Stipulation.
- The average bill for a single family residential customer with a 5/8" meter using 80,000 gallons of water per year will increase from \$574.07 per year to \$644.74 per year, an annual increase of \$70.67 or 10.67%.

¹Although described in this Order in some length, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions of this Order.

- Also the Petitioner is changing its billing from quarterly to monthly effective June 1, 2013.
- As a result of Superstorm Sandy, the Petitioner's main office and operations center on Adafire Avenue in Toms River were rendered unusable. As a result, the Petitioner requests, and the Parties agree, that the Board should waive any requirements and approve, *as within time*, the change of location of that office to newly leased space also located in Toms River, New Jersey. The Parties further agree that should the Company sell its former office building after appropriate remediation, the parties recognize that the current practice of generally splitting 50/50 between ratepayers and shareholders the net difference between rate base and purchase price should be utilized for purposes of rate setting reflecting that transaction, The Petitioner will adhere to Board regulations regarding sale of real property.
- The currently reviewed costs of Superstorm Sandy should be amortized over three years.

The Board recognizes that Petitioners office relocation was necessitated by circumstances beyond its control, namely, Superstorm Sandy. On April 24, 2013, the company submitted a letter explaining the current status of its office relocation and the consideration it is seeking from the Board. The Company indicated that the main floor and equipment of its office and operations center on Adafre Avenue, Toms River, New Jersey were destroyed and that the building is in the process of being remediated. Since Superstorm Sandy, the Company has been operating in many different locations. Currently, some customer service functions are temporarily taking place on the second floor of its former office location – however the building has not been deemed safe to accommodate customers. The Board has further been advised that a notice has been posted on the door of its former office location advising customers that inquiries should be directed to its toll free customer service number and that payments can either be made at a drop box at the former location or at one of two alternative payment locations. The Board has also been advised that the Company is currently in negotiations for a new facility and that the Company will provide notice to both the Board and its customers regarding the new location once negotiations have been completed. The Company further advised that it will comply with any applicable Board regulations – regarding any new office space – upon successfully negotiation of its lease.

With regard to the relocation of Petitioner's office, the Board **HEREBY ACKNOWLEDGES** that the Company is currently operating out of temporary locations due to the effects of Superstorm Sandy. The Board will consider the location of any new office space upon the Company's final location determination and lease negotiation. The Board notes that it is not now waiving any compliance requirements regarding the Company's future office relocation. Among other requirements, in relocating its office, the Company will be required to:

1. Provide customers and other interested parties with notification of the office relocation by causing newspaper publication of a copy of a Notice in the Asbury Park Press and by posted Notice at the former office location, as required by N.J.A.C. 14:3-5.1(e)2;
2. Maintain the same hours of operation, staffing levels level of service as were provided at its prior location and continue to comply with all Board rules and regulations;

The Board's review of the temporary office arrangements is subject to the following conditions:

1. This Order shall not be construed as directly or indirectly fixing for any purposes whatsoever the value of any tangible or intangible assets relating to Petitioner's temporary office move;
2. This Order shall not affect nor in any way limit the exercise of the authority of this Board or of this State, in any future petition or in any proceedings with respect to rates, franchises, service, financing, accounting, capitalization, depreciation or any other matter affecting Petitioner, including any request that may be made to recover costs associated with this temporary move; and
3. Petitioner shall provide for automatic updates for customer payments made "outside the normal course" (e.g., to avert service disconnections) immediately to ensure a customer's service is not disconnected when payment has been made.

The Board has initiated a generic proceeding In the Matter of the Board's Establishing a Generic Proceeding to Review the Prudence of Costs Incurred by NJ Utility Companies in Response to Major Storm Event in 2011 and 2012, BPU Docket No AX13030196. As set forth in the Board's order initiating the generic proceeding, the determination of "recover or deferral of expenses related to a 2011-2012 Major Storm Event" will be determined in the generic proceeding "to the extent of the amount of the allowed recovery has not yet been determined." The Board recognizes that at the time that Order was effective (April 1, 2013), the Parties in this case had set the amount for recovery of Sandy related storm costs and were substantially involved in settlement negotiations which resulted in a Stipulation which included a review and recovery of these costs. The Board having, reviewed the record in this proceeding, is therefore satisfied that an appropriate review of United Water Toms River's Sandy costs has been conducted and therefore will not disturb the Stipulation. Notwithstanding this determination, Board Staff may require United Water Toms River to provide a report and other necessary information in that generic proceeding should Board Staff determine that they are necessary or useful in the proceeding.

The Board is mindful of the impact any rate increase has on customers. However, having reviewed the record in this matter, including ALJ Williams an Initial Decision and the Stipulation, the Board **FINDS** that the Parties have voluntarily agreed to the Stipulation, and that the Stipulation fully disposes of all issues in this proceeding and is consistent with the law. In reaching this decision, the Board must balance the needs of the ratepayer to receive safe, adequate and proper service at reasonable rates, while allowing the utility the opportunity to earn a fair rate of return. See: FPC v. Hope Natural Gas, 320 U.S. 591 (1944); N.J.S.A. 48:2-21 and N.J.S.A. 48:3-1. Therefore, the Board **FINDS** that the Initial Decision, which adopts the Stipulation, to be reasonable, in the public interest, and in accordance with the law. Therefore, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation, attached hereto, including all attachments and schedules, as its own, incorporating by reference the terms and conditions of the Stipulation, as if they were fully set forth at length herein except as set forth above and subject to the following:

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

Based upon the foregoing, the Board **HEREBY APPROVES** an overall increase in revenues in the amount of \$3,350,000 representing an 11.67% increase over present rate revenues of \$28,669,481.

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

This Order is effective on May 1, 2013.

DATED: 4/29/13

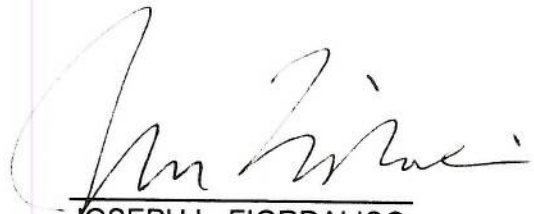
BOARD OF PUBLIC UTILITIES
BY:



ROBERT M. HANNA
PRESIDENT



JEANNE M. FOX
COMMISSIONER



JOSEPH L. FIORDALISO
COMMISSIONER



MARY-ANNA HOLDEN
COMMISSIONER

ATTEST:



KRISTI IZZO
SECRETARY

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



IN THE MATTER OF THE PETITION OF UNITED WATER TOMS RIVER, INC.
FOR APPROVAL OF AN INCREASE IN RATES FOR WATER SERVICE AND
OTHER TARIFF CHANGES
DOCKET NOS. BPU WR12090830 AND OAL PUC 13365-12

SERVICE LIST

Stefanie Brand, Esq., Director
Division of Rate Counsel
140 East Front Street, 4th Floor
Post Office Box 003
Trenton, New Jersey 08625

Stephen B. Genzer, Esq.
Colleen Foley, Esq.
Saul Ewing, LLP
One Riverfront Plaza, Suite 1520
Newark, New Jersey 07012

Alex Moreau, Esq., DAG
Department of Law and Public Safety
Division of Law
124 Halsey Street
Post Office Box 45029
Newark, New Jersey 07101

Veronica Beke, Esq., DAG
Department of Law and Public Safety
Division of Law
124 Halsey Street
Post Office Box 45029
Newark, New Jersey 07101

Maria Moran, Director
NJ Board of Public Utilities
Division of Water
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Michael Kammer, Bureau Chief
NJ Board of Public Utilities
Division of Water
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

filed 4/29/13
FILED

2013 APR 26 11 13 AM

CASE NO. 13-117



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED

APR 26 2013

BOARD OF PUBLIC UTILITIES
MAIL ROOM

INITIAL DECISION SETTLEMENT

OAL DKT. NO. PUC 13365-12

AGENCY DKT. WR12090830

**IN THE MATTER OF THE PETITION OF UNITED WATER
TOMS RIVER INC. FOR AN APPROVAL OF AN INCREASE
IN RATES FOR WATER SERVICES AND OTHER TARRIFF CHANGES**

Stephen B. Genzer, Esq. and Colleen A. Foley Esq., for petitioner United Water Toms River (Saul Ewing, attorneys)

Debra F. Robinson, Esq., Deputy Rate Counsel, **Susan McClure, Esq.,** Assistant Deputy Rate Counsel, and **Christine Juarez, Esq.,** Assistant Deputy Rate Counsel for intervener the Division of Rate Counsel (Stephanie Brand, Director, attorney)

Alex Moreau and Veronica Beke, Deputy Attorneys General, for the Staff of the Board of Public Utilities (Jeffrey S. Chiesa, Attorney General, attorney)

Record Closed: April 24, 2013

Decided: April 24, 2013

BEFORE TIFFANY M. WILLIAMS, ALJ:

STATEMENT OF THE CASE

On September 19, 2012, Petitioner, a public utility corporation of the State of New Jersey, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, filed a petition with the Board of Public Utilities ("BPU") to increase rates for water services and to make other tariff changes. Specifically, the Petitioner requested approval to increase rates to produce additional revenues of approximately \$6,653,244 or approximately 23.18% above current revenues. The test year in this proceeding was proposed to be the twelve-month period ending December 31, 2012, adjusted for known and measurable changes.

This matter was transmitted to the Office of Administrative Law on October 1, 2012, for determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13. Pursuant to an Order effective November 2, 2012, the Board suspended rates until February 24, 2013, pursuant to N.J.S.A. 48:2-21. The Board issued a second suspension Order, effective February 24, 2013, further suspending rates until June 24, 2013. A telephone Pre-Hearing Conference was convened by undersigned on January 28, 2013, and a Pre Hearing Order was issued on February 12, 2013.

Extensive discovery was conducted by the parties with the Petitioner providing responses to hundreds of data requests. After proper notice, a public hearing was held in the service territory of the Petitioner during the evening of February 21, 2013 at the Berkeley Township Municipal Building in Bayville, New Jersey. Several members of the public appeared and commented on the proposal, including public officials from the service area. Most stated their opposition to the rate increase.

Numerous settlement discussions were held, and as a result, the parties have agreed to a settlement and have prepared a settlement agreement indicating the terms thereof, which is attached and fully incorporated herein.

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

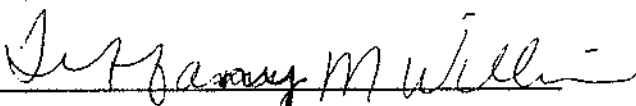
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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

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

April 24, 2013
DATE



TIFFANY M. WILLIAMS, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

/rr

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

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

:
:
:
:
:
:
:
:
:

**STIPULATION OF
SETTLEMENT**

**BPU DOCKET NO. WR12090830
OAL DKT. NO. PUC 13365-12**

APPEARANCES:

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

Alex Moreau, Deputy Attorney General, and Veronica Beke, Deputy Attorney General (Jeffrey S. Chiesa, Attorney General of New Jersey), on behalf of the Staff of the New Jersey Board of Public Utilities

Debra F. Robinson, Esq., Deputy Rate Counsel, Susan McClure, Esq., Assistant Deputy Rate Counsel, and Christine Juarez, Esq., Assistant Deputy Rate Counsel (Stefanie A. Brand, Director), on behalf of the Division of Rate Counsel

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

The Parties in this proceeding are United Water Toms River Inc., (“Petitioner” or “Company”), the Division of Rate Counsel (“Rate Counsel”), and the Staff of the Board of Public Utilities (“Staff”). As a result of an analysis of Petitioner's pre-filed testimony and exhibits, extensive discovery, and a public hearing held on February 21, 2013, in Bayville, New Jersey, the Petitioner, Staff and Rate Counsel (collectively, the “Signatory Parties”) have come to an agreement on the issues in dispute in this matter. The Signatory Parties hereto agree and stipulate as follows.

PROCEDURAL HISTORY

1. On September 19, 2012, Petitioner, a public utility corporation of the State of New Jersey, pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, filed a petition with the Board of Public Utilities (“Board” or “BPU”) to increase rates for water service and to make other tariff changes. Specifically, the Petitioner requested approval to increase rates to produce additional revenues of approximately \$6,653,244 or approximately 23.18% above current revenues. The test year in this proceeding was proposed to be the twelve-month period ending December 31, 2012, adjusted for known and measurable changes.

2. The Board transmitted this matter to the Office of Administrative Law (“OAL”), and Administrative Law Judge (“ALJ”) Tiffany Williams was assigned to hear the case. Pursuant to an Order effective November 2, 2012, the Board suspended rates until February 24, 2013, pursuant to N.J.S.A. 48:2-21. The Board issued a second suspension Order, effective February 24, 2013, further suspending rates until June 24, 2013. A telephone Pre-Hearing Conference was convened by ALJ Williams on January 28, 2013, and a Pre-Hearing Order was issued on February 12, 2013.

3. Extensive discovery was conducted by the Signatory Parties with the Petitioner providing responses to hundreds of data requests. After proper notice, a public hearing was held in the service territory of the Petitioner during the evening of February 21, 2013 at the Berkeley Township Municipal Building in Bayville, New Jersey. Several members of the public appeared and commented on the proposal, including public officials from the service area. Most stated their opposition to the rate increase.

4. Numerous settlement discussions were held, and the agreements reached during those discussions have resulted in the following stipulation by the Signatory Parties.

RATE INCREASE

5. The Signatory Parties agree that for purposes of this settlement rate base is established at \$89,700,000. The Signatory Parties agree that, for the purposes of this settlement only, an overall rate of return of 8.03% will be used, including a 9.75% return on equity and a 6.06% overall cost of long term debt, and utilizing the Petitioner's filed capital structure including 46.58% Long Term Debt and 53.42% Common Equity. The calculation of the additional revenue requirement amount is as follows:

Rate Base	\$89,700,000
Rate of Return	8.03%
Required Operating Income	<u>7,202,910</u>
Test Year Operating income	<u>5,339,982</u>
Deficiency	<u>1,862,928</u>
Revenue Conversion Factor	<u>1.798245</u>
Revenue Requirement	<u><u>\$3,350,000</u></u>

6. The Signatory Parties stipulate to a total revenue increase for the Petitioner of \$3,350,000 (the "Stipulated Rate Increase") which equates to an 11.66% increase, and recommend to the ALJ and the Board that this increase is an appropriate resolution of this matter. The Signatory Parties further acknowledge that any increase or resolution of any issue agreed to in this Stipulation shall become effective upon service of the Board Order on all parties of record unless a later date is indicated in the Board Order, consistent with N.J.S.A. 48: 2-40. The Signatory Parties agree that the level of revenues resulting from the Stipulated Rate Increase is necessary to ensure that the Petitioner will continue to provide safe, adequate, and proper water service to its customers.

7. As a result of Hurricane Sandy, the Company's main office and operations center on Adafre Avenue in Toms River were rendered unusable. As a result, the Company requests, and the Signatory Parties agree, that the Board waive any requirements and approve, nunc pro tunc, the change of location of that office to newly leased space also located in Toms River, New Jersey. Should the Company sell the former office building after appropriate remediation, the Parties recognize that the current BPU practice of generally splitting 50/50 between ratepayers and shareholders the net difference between rate base and purchase price should be utilized for purposes of ratesetting reflecting that transaction. Should that occur, the Company will adhere to Board regulations regarding the sale of real property.

8. Included in the Stipulated Rate Increase is a three year amortized recovery of the currently reviewed costs of Hurricane Sandy. This amortization will commence on the first day of the month following the effective date of the Order resulting from this case, and shall continue for three years so that these costs shall be recovered.

9. The Signatory Parties agree that the attached tariff pages attached as Exhibit A, implementing the terms of this Stipulation, should be adopted by the Administrative Law Judge and the Board in their entirety. Attached as Exhibit B is a Proof of Revenues for Petitioner supporting these tariffs based upon the agreements among the Signatory Parties as implemented.

CONCLUSION

10. This Stipulation is the product of extensive negotiations by the Signatory Parties, and it is an express condition of the settlement embodied by this Stipulation that it be presented to the Board in its entirety without modification or condition. It is also the intent of the Signatory Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Signatory Parties to this

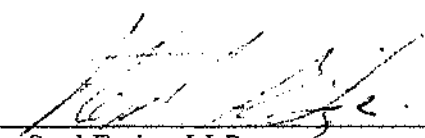
Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from the order adopting same as to those issues upon which the Signatory Parties have stipulated herein. The Signatory Parties agree that the within Stipulation reflects mutual balancing of various issues and positions and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Signatory Parties hereto expressly and jointly state that they would not have signed this Stipulation had any terms been modified in any way. In the event any particular aspect of this Stipulation is not accepted and approved by the Board, then any Signatory Party hereto materially affected thereby shall not be bound to proceed under this Stipulation. The Signatory Parties further agree that the purpose of this Stipulation is to reach fair and reasonable rates, with any compromises being made in the spirit of reaching an agreement. None of the Signatory Parties shall be prohibited from or prejudiced in arguing a different policy or position before the Board in any other proceeding, as such agreements pertain only to this matter and to no other matter.

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

UNITED WATER TOMS RIVER INC.

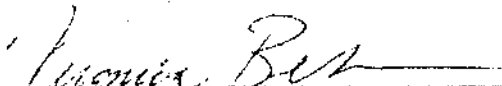
04/21/19 2013
Date

By:


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

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the Staff of the New Jersey
Board of Public Utilities

April 19, 2013
Date

By: 
Alex Moreau, Deputy Attorney General
Veronica Beke, Deputy Attorney General

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

Date

By: _____
Debra F. Robinson, Esq.
Deputy Rate Counsel
Susan McClure, Esq.
Assistant Deputy Rate Counsel
Christine M. Juarez, Esq.
Assistant Deputy Rate Counsel

Board of Public Utilities

Date

By:

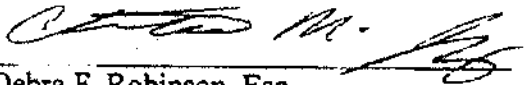
Alex Moreau, Deputy Attorney General
Veronica Beke, Deputy Attorney General

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

Date

4/19/13

By:



Debra F. Robinson, Esq.
Deputy Rate Counsel
Susan McClure, Esq.
Assistant Deputy Rate Counsel
Christine M. Juarez, Esq.
Assistant Deputy Rate Counsel

EXHIBIT A

Changes to Tariff Sheets

As-Filed
Exhibit P-6

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS SECTION 1

	Sheet <u>No.</u>
1. DEFINITIONS OF TERMS	
1.1 Company	1
1.2 Tariff	1
1.3 Water Service	1
1.4 Customer	1
1.5 Residential Customer	1
1.6 Customer of Record	1
1.7 End User	1
1.8 Person	1
1.9 Premises	1
1.10 Transmission Main	2
1.11 Distribution Main	2
1.12 Tap or Corporation Stop	2
1.13 Service Pipe	2
1.14 Curb Stop	2
1.15 Connecting Pipe	2
1.16 Meter	2
1.17 Pressure Regulator	2
1.18 Pressure Relief Valve	3
1.19 Check Valve	3
1.20 Water Main Extension	3
1.21 Remote Meter Reading Device	3
1.22 Unapproved Source of Supply	3
1.23 Multi-Use Service	3
1.24 Customer's Water System	3
2. APPLICATIONS FOR WATER SERVICE	
2.1 Application Procedure	3
2.2 Conditions to Providing Service	4
2.3 Purposed for Which Service Will be Used	5
2.4 Company May Reject Applications	5
2.5 Applications are not Transferable	5
2.6 Use Must Conform with Application	5
2.7 Water for Building Construction Purposes	5
2.8 Service Not Immediately Desired or Temporary Service	6
2.9 Street Opening Permits	6
2.10 Service to Condominiums – Terms and Conditions	6

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS SECTION 1

	<u>Sheet</u> <u>No.</u>
3. CUSTOMER DEPOSITS	
3.1 Right to Require Deposits	8
3.2 Deposits Required in Default in Payments	8
3.3 Deposits Required for Construction Purposes	8
3.4 Application of Deposit to Pay Outstanding Bills	8
3.5 Deposit Receipts	8
3.6 Refund When Credit Established	9
3.7 Closing Accounts	9
3.8 Good Credit	9
4. WATER MAIN EXTENSIONS	
4.1 Applications	10
4.2 Installations in Public Streets	10
4.3 Extension Agreements	10
4.4 Extension Owned by Company	10
4.5 Extension service in accordance with NJ laws	10
5. SERVICE PIPES	
5.1 Installation and Maintenance of Service Pipe	11
5.2 Connections to Mains	11
5.3 Company Determines Size of Service Pipe	11
5.4 Separate Trench Required	11
5.5 Curb Stops	12
5.6 Two or More Customers – Meters and Piping	12
5.7 Change in Location of Service Pipe	12
5.8 Request for Larger Size Service	12
5.9 Request for Reduction in Size of Service	12
5.10 Subsequent request for Reduction in Size	12
5.11 Stop and waste cock	13
5.12 Curb Stop Relocation	13
5.13 Curb Stop Location	13
6. CONNECTING PIPES	
6.1 Installation and Maintenance	14
6.2 Specifications for Pipe	14
6.3 Inspection of Pipe	14
6.4 Changes in Connecting Pipe	14
6.5 Installation of Pipe on Property of Others	14

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS SECTION 1

	Sheet <u>No.</u>
7. CUSTOMERS PREMISES	
7.1 Compliance with Rules and Regulations	15
7.2 Right of Access	15
7.3 Permits and Consents	15
7.4 Access Restrictions	15
7.5 Notification of Defective Service	15
7.6 Physical Connections	15
7.7 Identification of Auxiliary Source	16
7.8 Pressure Reducing Valve	16
7.9 Unoccupied Premises	16
7.10 Repair Due to Leakage	17
8. PRIVATE FIRE PROTECTION SERVICE	
8.1 Terms and Conditions of Service	18
8.2 Charges for Service	19
8.3 Exemption from Private Fire Protection Service Rates	20
8.4 Installations along Private or Public Streets	20
8.5 Private Fire Insurance Requirements	20
8.6 Inspection of Facilities	20
8.7 Unauthorized Use of Fire Hydrants	20
8.8 Authorized Use of Fire Hydrants	20A
MULTI-USE SERVICE	
8.9 Multi-Use Service	20A
8.10 Terms and Conditions of Service	20A
8.11 Provisions of Service	21
9. PUBLIC FIRE PROTECTION	
9.1 Terms and Conditions of Service	22
9.2 Charges for Service	22
9.3 Duty to Notify Company of Hydrant Use or Leaks	22

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS SECTION 1

		Sheet <u>No.</u>
10.	METERS	
10.1	Furnished, Installed and Maintained by Company	23
10.2	Specifications for Installation of Meters and Meter Housing	23, 23A
10.3	Remote Meter Reading Devices	24
10.4	Customer Transmission of Meter Readings	24A
10.5	Maintenance and Repair of Meters	25
10.6	Testing of Meters	25
10.7	Estimated Readings	25
10.8	Adjustment of Charges	25
10.9	Customer to Report Unusual Usage	26
10.10	Meter Replacement	26
10.11	Meter Records	26
10.12	Tampering or Interfering with the Meter is prohibited	26
11.	BILLS	
11.1	Bills Based on Tariff	27
11.2	Rendering of Bills	27
11.3	Estimated Bills	27
11.4	Conclusiveness of Meter Reading	27
11.5	Two or More Meters on Same Premises	27
11.6	Responsibility for Payment	27
11.7	Payment by Agents or Tenants	28
11.8	Discontinuance for Non-payment	28
11.9	Deposits to Secure Payment	28
11.10	Bad Check Charge	28
11.11	Bankruptcy or Fraud – Immediate Payment of Accounts	28
11.12	Budget Billing	29

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

INDEX TO STANDARD TERMS AND CONDITIONS SECTION 1

	Sheet <u>No.</u>
12. DISCONTINUANCE OF SERVICE	
12.1 Reasons for Discontinuance	30
12.2 Discontinuance Where Landlord-Tenant Relationship Exists	32
12.3 Restoration of Service	32
12.4 Notification for premises unoccupied	33
12.5 Notification in case of vacancy	33
12.6 Reconnection without Permission	33
13. LAWN SPRINKLER AND IRRIGATION SYSTEMS	
13.1 Requirements for Use	34
13.2 Restrictions on Use	34
13.3 Discontinuance of Service	34
14. GENERAL RULES	
14.1 Normal Requirements of Service	35
14.2 Liability	35
14.3 In case of break or emergency	35
14.4 Curtailments of Service	35
14.5 Quality of Water	35
14.6 Equipment Installed and Maintained by Customers	36
14.7 Unauthorized Use of Company Facilities	36
14.8 Authority of Agents or Employees	36
14.9 Resale of Service Prohibited	36
14.10 Tariff Part of All Agreements for Service	36
14.11 Modification of Tariff	36
14.12 No Waivers	36
15. EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY	
15.1 Discontinuance of Service for Failure to Comply with Use Restrictions	37
15.2 Restoration of Service	37
15.3 Failure to Provide Regular and Uninterrupted Service	37
15.4 Restrictions on Water Service	38
15.5 Failure to Comply with Emergency Water Restrictions	38

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

TABLE OF CONTENTS

Index to Standard Terms and Conditions		
Territory Served		Sheet No. 1
Standard Terms and Conditions	Section 1	Sheet Nos.1 to 38
Forms and Applications	Section 2	Sheet No. 1
Rate Schedules	Section 3	Sheet Nos. 1 to 12
Applicable to Entire Territory <u>Served For:</u>	Rate <u>Schedule</u>	Sheet <u>No.</u>
For Metered Service	1	1
Public Fire Protection Services	2	3
Private Fire Protection Services	3	4
Building Construction Services	5	7
Miscellaneous Services	6	9
Restoration of Service Charge	6	9
Meter Reset Charge	6	9
Meter Repair and Replacement	6	10
Meter Testing Charge	6	10
Remote Meter Repair Charge	6	11
Bad check charge	6	11
Hydrant Flow Test	6	11

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

In the event of a complaint or question, call the Public Utilities' Division of Customer Assistance at 1-973-648-2350 or 1-800-624-0241 or visit the website www.nj.gov/bpu/.

1. DEFINITIONS OF TERMS

- 1.1 "Company" means United Water Toms River Inc., a corporation of the State of New Jersey, having offices located at 15 Adafre Avenue, Toms River, New Jersey, 08753.
- 1.2 "Tariff," as referred to herein, is this entire "Tariff for Water Service," as the same may be amended or revised from time to time.
- 1.3 "Water Service" includes all service necessary to supply customers with their water at their premises.
- 1.4 "Customer" means a person that is an end user, a customer of record, or both.
- 1.5 A "Residential Customer" means a customer who receives service from a regulated entity for use in a residence.
- 1.6 "Customer of Record" means the person that applies for utility service and is identified in the account records of a public utility as the person responsible for payment of the public utility bill. A customer may or may not be an end-user.
- 1.7 "End user" means a person who receives, uses or consumes water service. An end user may or may not be a customer of record.
- 1.8 "Person" means an individual, firm, joint venture, partnership, co-partnership, corporation, association, State, county, municipality, public agency or authority, bi-state or interstate agency or authority, public utility, regulated entity, cable television company, cooperation association, or joint stock association, trust, limited liability company, governmental entity, or other legal entity, and includes any trustee, receiver, assignee, or personal representative thereof.
- 1.9 "Premises" include the following:
 - (a) A building under one roof owned by one party and occupied by one family or one business.
 - (b) A combination of buildings owned or leased by one party in one common enclosure occupied by one family or one business.
 - (c) Each side of a double house or building separated by a solid vertical partition wall occupied by one family, or one corporation or firm, as a residence or place of business.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: XXXXXXXXXXXX, 2013

Effective: XXXXXXXXXXXX, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

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

2. APPLICATIONS FOR WATER SERVICE

- 2.1 Application for water service shall be in accordance with the following:
- (a) Application by a customer for the establishment of service may be made at the utility's office either in person, by regular mail, facsimile transmission, electronic mail, where available, or by telephone. If the utility requires a written application, the application may be subsequently submitted to the customer for signature as designated on Section 2 Original Sheet No.1. N.J.A.C. 14:3-3.2(a).

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **XXXXXXXXXX, 2013**

Effective: **XXXXXXXXXX, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 2.3 An applicant for water service shall state at the time of making application, the purposes for which service will be used and may be required to sign an agreement or other form covering special circumstances for the supply of such service. A separate application is required for a supply of water for special purposes.
- 2.4 The Company may reject applications for water service for the following reasons:
- (a) Where such service is not available.
 - (b) Where such service might adversely affect the safety or adequacy of service furnished other customers present or prospective.
 - (c) When the applicant's piping installation is not in accordance with the Company's standard terms and conditions or any applicable plumbing codes.
 - (d) Where the applicant refuses to agree to comply with the Company's standard terms and conditions.
 - (e) When any valid bill to the applicant for water service furnished at any previous or present location remains outstanding. However, the Company will accept applications in such situations if the customer agrees to a reasonable payment arrangement as set forth in N.J.A.C. 14:3-7.13 (c).
- 2.5 Applications for water service are not transferable. Each new owner or occupant of the premises to be supplied is required to make an application for water service as provided in Paragraph 2.1 of this Tariff.
- 2.6 Except as authorized by the Company **in writing**, a customer shall not provide water service to others through the meter located in his premises, or use water at any premises not designated in the application.
- 2.7 If application is made for the supply of water for building construction purposes, the Company shall have the options of providing metered or unmetered service. If metered, the water used shall be billed at the rates applicable to General Metered Service set forth in Rate Schedule No. 1 of this Tariff. If unmetered, the water used shall be billed at the rates applicable to Building Construction Service set forth in Rate Schedule No. 5 of this tariff.

Filed pursuant to a **XXXXXXXXXXXX** decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **XXXXXXXXXXXX, 2013**

Effective: **XXXXXXXXXXXX, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

3. CUSTOMERS DEPOSITS

- 3.1 The Company reserves the right to require a deposit equal to the estimated average bill of the customer for a given billing period increased by one month's estimated average bill, where credit of the customer has not been established. Good credit is established when the customer pays the bills rendered within 15 days of receipt of the bill. Interest on such deposits will accrue at the current rate prescribed by the Board of Public Utilities. Interest payments will be made at least once during the 12 month period in which a deposit is held and shall take the form of credits on bills for service rendered or to be rendered.
- 3.2 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increase by one month's estimated average bill. Service may be discontinued for failure to make such deposit, after proper notice.
- 3.3 Deposits will be required to guarantee the payment for metered water used for construction purposes where no advance payments have been made. These deposits will be based upon the cost of the meter, plus the estimated amount of water which may be used during construction. When the meter is returned to the Company in good condition, the outstanding deposit will be refunded with interest due, less any amount due for unpaid bills.
- 3.4 If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and will require that the deposit be restored to its original amount.
- 3.5 The Company will furnish a deposit receipt to each customer who has made a deposit. Customers will be required to surrender the deposit receipt upon return of their deposits. If the receipt cannot be produced, a written agreement, to indemnify the Company against any claim arising from failure to surrender the original receipt, may be required.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

5. SERVICE PIPES

- 5.1 The service pipe from the distribution mains to the curb line, including the curb stop will be furnished, installed and maintained by the Company at its expense, except as follows:
- (a) Where water service is not immediately desired or desired for temporary use, the customer shall be responsible for the cost of installing the service pipe in accordance with Paragraph 2.8 of this Tariff.
 - (b) Where customers are exempt pursuant to Paragraph 8.3 of this Tariff, the actual cost of installing the service pipe shall be reimbursed to the Company by the customer.
 - (c) Curbs stops and service pipe will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer is responsible to the Company for any injury or damage rising from his fault or neglect. The customer shall permit no one except an agent of the Company to remove, inspect or tamper with the curb stop or service pipe or other property of the Company on his premises. All damage caused by the customer, including but not limited to the unauthorized operation of the curb stop or installation of trees, bushes, sidewalks, etc. in the close proximity of the curb stop, shall be paid by the customer, and the Company will not be liable for any damage arising from the conditions beyond its control.
- 5.2 Only employees or other persons authorized by the Company will be permitted to make connections to the mains of the Company.
- 5.3 The Company will control the size of the opening to be made in the distribution main and the size of the service pipe to be installed.
- 5.4 No service pipe will be installed where the connecting pipe is laid or to be laid in the same trench with the gas pipe, sewer pipe, electric conduit or any other facility of a public service company, nor within three feet of any open excavation or vault.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 5.5 A curb stop will be installed by the Company at or near the curb line, in such a manner as to permit the attachment of the customer's connecting pipe. Where the service pipe is two inches or greater in diameter, a valve will be installed at the tap for the purpose of turning on and shutting off water. Only Company employees or persons duly authorized by the Company are permitted to operate the curb stop or valve.
- 5.6 Unless otherwise agreed to by the Company and the customer, no premises shall be supplied by more than one service pipe. Where two or more customers are supplied through a single service pipe, a suitable location, approved by the Company, shall be provided for the meters. Whenever practicable, the piping of any building shall be installed so that each **end user** can be supplied through independent piping and a separate meter **with separate shut-off valves which are accessible at all times by the Company.**
- 5.7 Any change requested by the Customer in the location of the existing service pipe, provided such change is approved by the Company, shall be made at the expense of the Customer, who shall pay in advance the Company's estimated cost of such change.
- 5.8 Where a service pipe is available in front of a new customer's premises, said customer may obtain a larger size service pipe without charge; provided such service is established on a permanent basis. Any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the large size service pipe and the cost of installing a service pipe normally installed for meters of the size requested by the customer.
- 5.9 Where a service pipe is available in front of a new customer's premises, said customer may obtain a smaller size meter without charge; provided such service is established on a permanent basis.
- 5.10 Where a large size service pipe has been installed at the request of a customer, in front of the premises not previously supplied, any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the large size service pipe and the cost of installing a service pipe normally installed for meters of the size requested by the customer.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 5.11 There shall be placed in the **connecting** pipe, inside the wall line of the building supplied, and so located as to drain all of the pipes in the building, a stop and waste cock, approved by the Company, easily accessible to the occupants for their protection in enabling them to turn off the water in case of leaks and to drain the pipes to prevent freezing.
- 5.12 **When work performed by the Customer requires the relocation of a curb stop valve or any other appurtenance owned by the Company, the cost of the relocation shall be paid for by the Customer.**
- 5.13 **Curb stops or valves shall be located in an accessible place, protected from vehicular traffic, away from sidewalks, driveways, terraces, fences, or other structures and shall be located so that they will not be a hazard to pedestrians. The lids for the curb stops or valves must be kept clear of snow, ice, dirt, stone, or any other objects which may prevent easy operation and inspection. Relocation of a curb stop or valve for any of the above reasons will be done at the Customer's expense.**

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

6. CONNECTING PIPES

- 6.1 A connecting pipe to convey the water within the property of the customer shall be attached to the service pipe and installed at the expense of the customer. The connecting pipe is the property of the customer and the customer, at his expense, shall be responsible for its maintenance and repair.
- 6.2 The connecting pipe shall be of such strength and material quality as to conform with Federal, State, local and other applicable codes, and shall be approved by the Company. The minimum diameter of the pipe shall be ¾-inch. The connecting pipe shall be installed by a licensed plumber or other approved mechanic and shall be installed without sharp bends, at right angles to the line of the street, in a trench not less than four feet in depth, to avoid damage and possible interruption to service caused by freezing. Other utility service pipes, such as sewer, gas or electric shall not be installed in the same trench. No attachment shall be made to the service or connecting pipe between the meter and the main.
- 6.3 The Company reserves the right to inspect the installation prior to backfilling the trench and to withhold the supply of water service whenever such installation or any part thereof is deemed by the Company to be leaking, unsafe, inadequate or unsuitable for receiving service, or to interfere with or impair the continuity or quality of service to the customer or to others.
- 6.4 The customer shall make all changes in the connecting pipe due to changes in grade, relocation of mains, or other causes, at his expense; provided, however, that if the need for such change in the connecting pipe arises solely as a result of a decision by the Company to relocate **transmission or distribution** mains, the Company shall be responsible for the cost of making such change.
- 6.5 Where it is necessary to install a connecting pipe on the property of persons other than the applicant for service, an easement from such property owner, in form satisfactory to the Company, shall be obtained by the applicant.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES

- 7.1 All **connecting pipes** within the customer's **property** must be at a sufficient depth to prevent freezing and shall otherwise comply with the regulations of the Company and with Federal, State, municipal and other regulations, in force with respect thereto. The Company may refuse to provide water service to any customer whose **connecting pipes** are not installed in accordance with the above.
- 7.2 The authorized agents of the Company shall have the right of access at all reasonable hours, to the premises supplied with water for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Water Company business, and will carry with them proper credentials denoting their employment by the Company.
- 7.3 The customer shall obtain or cause to be obtained, all permits, consents and certificates necessary to give the Company access to its facilities.
- 7.4 The customer shall not permit access to the meter or other facilities of the Company to anyone except authorized employees of the Company or duly authorized State regulatory officials.
- 7.5 In case of defective service, the customer shall not tamper or interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately.
- 7.6 Physical connections, such as cross connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply are prohibited except to the extent specifically authorized by law or regulation. Subject to the requirements pertaining to residential premises as specified in Paragraph 2.2 of this Tariff, customers with an unapproved source of supply wishing to interconnect their system with water supplied by the Company or customers with dual but physically separate piping, where piping from the customer's unapproved source of supply and piping from the Company's distribution system both enter the customer's premises, shall obtain a physical connection permit from the State of New Jersey, Department of Environmental Protection, by following that Department's permit application procedure. Installation, operation and maintenance of authorized physical connections shall be in accordance with the following:

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

8. PRIVATE FIRE PROTECTION SERVICE

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

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

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

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

(d) Private fire protection service installations shall be made in accordance with the provisions of this Tariff regarding the installation of service and connecting pipes and other facilities. Except as modified by Section 8.6 through 8.8 of this Tariff, service pipes are required for customers desiring metered or unmetered private fire protection service to supply sprinkler heads, hose connections, fire hydrants or any other type of fire protection system.

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

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

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

(g) On a semiannual basis, the Company shall solicit from its fire protection customers: (1) the name and address of the insurance company providing fire protection insurance at the time; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-7.2. The customer must respond to the Company's request for information within 14 days of the customer's receipt of the request. Failure to provide this information may result in termination of service.

(h) No water should be used through private fire protection facilities except for permitted testing purposes or in case of fire. **However, the Company must be notified at least 72 hours prior to the testing of any fire protection connection and shall be given the opportunity to witness said test.**

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

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

(b) The charge for private unmetered fire protection service through hydrants owned and maintained by the Company or customer shall be in accordance with Rate Schedule No. 3 of this Tariff and is based on the **service opening size installed to the company owned main.**

(c) Bills for private fire protection service shall be rendered monthly.

(d) **Private fire protection shall not be charged where the private fire service is rendered after a master meter on a multi-use service.**

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 8.3 Rooming and boarding houses as defined in the "Rooming and Boarding House Act of 1974" and those residential health care facilities as defined in the "Health Care Facilities Planning Act," which have furnished proof of certification by the appropriate state agency that the particular facility or house is entitled to exemption, will be exempt from the charges of Rate Schedule No. 3. Customers entitled to this exemption, will be subject to charges for metered water use in accordance with Rate Schedule No. 1 of this Tariff and also for the cost of installing the service pipe as provided in Paragraph 5.1(b) of this Tariff.
- 8.4 Private unmetered fire protection service shall be available only through fire hydrants connected to mains of the Company installed along private or public streets or rights-of-way. An easement, in form satisfactory to the Company, will be required before the Company will install mains along private streets or rights of way.
- 8.5 As an additional condition to providing fire protection service, the Company requires the applicant to supply: (1) the name and address of the insurance company that provides the applicant with fire protection insurance for the property listed on the application; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-3.2. Failure to provide this information may result in termination of service.
- 8.6 Authorized representatives of the Company shall have the right to inspect all fire protection facilities on a customer's premises at reasonable hours. The inspection or non-rejection of the customer's fire protection facilities by the Company shall not be deemed as a guarantee or an assumption or responsibility as to the adequacy of such fire protection facilities for the purpose of extinguishing fires.
- 8.7 **No person/entity, other than municipal fire (for fire fighting purposes only) and Company personnel, unless authorized by the Company is permitted to operate or take water from any public or private fire hydrant/connection for street sprinkling, flushing sewers, storm water drains, street sweeping, landscaping projects, or for building construction or any other purpose. Unauthorized operation of a fire hydrant/connection is subject to all fines and penalties under local Municipal Ordinances, Toms River Township Code 308-61, Berkeley Township Code 18-3.7, along with a minimum charge of \$500.00 for the unauthorized use of Company facilities plus cost for any water used and the actual cost for the repair of any damages to the Company's property resulting there from.**

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

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

MULTI-USE SERVICE

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

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

8.11 By applying for multi-use service, and operating the same, the customer agrees:

- (a) To include **back flow** prevention device(s) as defined at N.J.A.C. 7:10-1.3 and as specified at N.J.A.C. 7:10-10.3.
- (b) To be solely responsible for all costs and expense relating to the installation, operation, maintenance, repair and replacement of the customer's water system including the fire suppression system and backflow prevention devices(s).
- (c) To ensure the customer's water system complies with the applicable requirements of the Uniform Construction Code in effect at the time of system installation, including any applicable building, plumbing, and fire protection subcodes.
- (d) To ensure that the customer's water system is maintained in accordance with all applicable law so as to protect against backflow, back-siphonage and contamination of the potable water system.
- (e) A water utility may terminate a customer's multi-use service for non-payment of a valid water bill for multi-use service, in accordance with the Board's rules governing discontinuance of service at N.J.A.C. 14:3-3.6.
- (f) That under average demand conditions, the time for water to flow from the company main to the first end user domestic point of use in any premise is not more than five minutes in order to maintain water quality.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

9. PUBLIC FIRE PROTECTION
- 9.1 The Company shall provide public fire protection service in accordance with the following terms and conditions:
- (a) Upon application of duly authorized representatives of municipalities in the territory supplied, the Company will install fire hydrants for purposes of public fire protection, at locations agreed upon by officials of the municipalities and representatives of the Company.
 - (b) Hydrants are owned by the Company and subject to regular inspection and maintenance by the Company.
 - (c) Hydrants are not to be used for any purpose other than public fire protection without the written permission from the Company.
 - (d) As a condition to providing fire protection service, the Company requires each municipality to supply: (1) the name and address of the insurance company that provides the municipality with fire protection insurance and/or information pertaining to whether the municipality is self-insured, in full or in part and to what extent; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-3.2. Failure to provide this information may result in termination of service.
 - (e) On a semiannual basis, the Company shall solicit from each municipality: (1) the name and address of the insurance company providing fire protection insurance at the time and/or information pertaining to whether the municipality is self-insured, in full or in part; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-7.2. The municipality must respond to the Company's request for information within 14 days of the customer's receipt of the request. Failure to provide this information may result in termination of service.
- 9.2 Municipalities shall pay a monthly charge for public fire protection in accordance with Rate Schedule No. 4 set forth in this Tariff.
- 9.3 Municipal departments **shall** promptly inform the Company of any hydrant which has been used, or is leaking, or in need of attention so that such hydrant may be placed in readiness for instant operation.

Filed pursuant to a **XXXXXXXXXXXX** decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

10. METERS

10.1 All meters shall be furnished, **installed and** maintained at the Company's expense and remain the property of the Company, except as otherwise provided in Paragraphs 10.5, 10.6 and 10.10 of this Tariff, and will be **equally sized based on service pipe size for all services larger than 1"**. The Company will determine the type and make of meter to be used, based on the service desired.

10.2 Meters shall be located or housed in accordance with the following conditions:

- (a) **The Company reserves the right to establish the size and location of the meter, which shall be accessible to the Company and subject to its control. The location of meters and the arrangement of the fittings and piping are subject to inspection and approval of the Company and should meet Company's requirements presented herein.**

Neither by inspection, approval, nor failure to approve, nor in any other way, does the Company give guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties. Meters installed indoors shall be located in a clean, dry, safe place not subject to great variations in temperature, at or near the front wall as close as possible to the point of entrance of the connecting pipe. Meters shall be on a support which is free from appreciable vibration and shall be supported firmly, not less than 12 inches nor more than 18 inches above the level of the floor. **The location shall be such as to be accessible, with a minimum of inconvenience to the customer or to the Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs. N.J.A.C. 14:3-4.2(b) and (c).**

- (b) **When the Company requires that meters shall be installed outside of a building, the meter shall be placed in a convenient meter box or above-ground meter structure, often referred to as the meter housing. An above-ground meter structure is required to house meters for services great than 1 1/2". The meter housing shall be located in an accessible place away from terraces, fences, paved areas, other**

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

structures or any location which create a hazard to vehicles, pedestrians or Company personnel accessing the meters. The meter housing shall be heated, frost-proof and either well drained or watertight and shall be provided with a strong cover fastened with a convenient locking device. The cover shall be kept clear of snow, ice, dirt or any other objects which might prevent easy access for reading, inspecting, testing, changing and making necessary adjustments of repairs of the meter. This installation is subject to the approval of the Company. The cost of installing and maintaining the meter housing is the responsibility of the customer. The meter housing shall be located just inside the property line near the curb stop. Relocation of a meter pit or failure to comply with any of the above will be done at the Customer's expense.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **XXXXXXXXXX, 2013**

Effective: **XXXXXXXXXX, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- (c) If the meter housing is to be installed upon property which is not owned or controlled by the customer, the Company will require that the customer obtain an easement or, where an easement cannot be obtained, the written consent of the owner of the property on which the meter housing will be installed.
 - (d) The location of the meter and the arrangement of the fittings to be supplied by the Company and pipe shall be subject to inspection and approval by the Company. A **ball valve** is to be installed on the inlet and outlet side of the meter, unless another type of valve is specified by the Company. **The customer shall own and be obligated to maintain these valves in working order at all times. All cost associated with the repair/replacement/maintenance of these valves is the sole responsibility of the customer.**
 - (e) In instances where condominium units will be separately metered as provided in Paragraph 2.10 of this Tariff and it becomes necessary (1) to house the meter of one customer or the meters of several customers on one customer's property; or (2) to house the meters of several customers in a common area whether inside or outside of a building, the Company will require that provision for such a meter housing arrangement be contained in the declaration of the condominium association or deed conveying the unit to the customer on whose property the meters will be located.
 - (f) **The Company at its own expense may install a meter pit when performing maintenance on an existing curb stop. Future maintenance of meter pits installed by the Company is the responsibility of the customer.**
 - (g) **For meters 1 1/2" in size and larger, and when service cannot readily be interrupted for testing or replacing, the installation shall include piping of a type and arrangement approved by the Company to permit the removal or testing without interruption of water service.**
- 10.3 Remote meter reading devices shall be installed in accordance with the following terms and conditions:
- (a) Remote meter reading devices will be installed by the Company at the customer's premises at the Company's expense.

Filed pursuant to a **XXXXXXXXXXXX** decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- (b) The remote meter reading device and all parts and portions thereof shall be and remain the sole property of the Company shall be maintained by the Company insofar as ordinary wear and tear is concerned. The customer will be responsible for the cost of repair due to damage, other than ordinary wear and tear. See Rate Schedule No.6
- 10.4 Those customers to whom access to the premises cannot be secured shall be provided the opportunity, upon request, to transmit meter reading information to the Company over the telephone or through the use of a postage paid business reply card supplied by the Company in accordance with the regulations of the Board of Public Utilities. N.J.A.C. 14.3-7.2(e)2.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxx, 2013**

Effective: **xxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 10.5 Meters will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer is responsible to the Company for any injury or damage rising from his fault or neglect. The customer shall permit no one except an agent of the Company to remove, inspect or tamper with the meter or other property of the Company on his premises. All damages due to freezing, hot water, or other external causes shall be paid by the customer, and the Company will not be liable for any damage arising from conditions beyond its control. In which event the cost of repairing or replacing the meter shall be charged to the customer in accordance with Rate Schedule No. 6.
- 10.6 All meters are carefully tested before being placed in service and are inspected periodically while in service. The quantity of water recorded by the meter, as ascertained by periodic meter readings, shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering inaccurately in excess of actual use by more than one and one-half percent or has ceased to register. When the accuracy of a meter is questioned, the Company will test it upon request, preferably in the presence of the customer. No charge will be made for such test, provided that the customer has not made a request for a test within a period of twelve months prior to such request. If a test is requested at an interval of less than 12 months, a charge will be made for each such test as specified on Rate Schedule No. 6 unless the meter is found to be inaccurate to the disadvantage of the customer. If a customer has a complaint filed with the Board reflecting on the accuracy or performance of the meter, the utility shall not remove the customer's meter from service during the pendency of said complaint, or during the 30 days following the board's decision on the complaint, unless otherwise authorized by the Board's staff. N.J.A.C. 14:3-4.8(c). A report giving the results of such tests shall be made to the customer. When a billing dispute is known to exist and a decision has been made to test the meter, in accordance with N.J.A.C. 14:3-4.5, the customer may have the meter tested by the Company or may have the Board of Public Utilities either conduct a test of the meter or witness a testing of the meter by the Company or have the test witnessed by a third party. If a meter, upon testing, is found to register within the prescribed limits of accuracy, the Company reserves the right to reset the same meter in the premises from which it was removed.
- 10.7 As permitted by the regulations of the Board of Public Utilities, the Company may estimate meter readings where the meter has ceased to register or where access to the meter cannot be obtained.
- 10.8 Whenever a water meter is found to be registering fast in excess of more than 1-1/2%, an adjustment of charges will be made in accordance with the regulations of the Board of Public Utilities. N.J.A.C. 14:3-4.6.

Filed pursuant to a **XXXXXXXXXXXX** decision by the Board of Public Utilities in Docket No. **WR12090830**
Issued: **xxxxxxxxxx, 2013** Effective: **xxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 10.9 The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive to both the customer and the Company. If a customer observes an unusual increase over the average quantity of water used which cannot be accounted for, he should inform the Company immediately.
- 10.10 Pursuant to N.J.A.C. 14:3 - 4.8 the customer may request a change in the size of the meter once every two years at no cost to the customer. If the meter has been in use for less than two years, in which case a charge may be made in accordance with Rate Schedule No. 6. No charge will be made for replacing a meter for testing purposes or for replacing a defective meter, unless the defect is due to the negligence of the customer. Only employees or persons authorized by the Company shall remove the meter under any circumstances. **The customer is responsible for making all plumbing adjustments to accept the change.**
- 10.11 Meter records of acquisition, testing and installation shall be stored and retained in accordance with the regulations of the Board of Public Utilities.
- 10.12 Connecting to or disconnecting the meter or in any way tampering or interfering with the meter without written permission from the Company is prohibited. Penalties provided by law for any such action will be rigidly enforced.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 11.7 If requested in writing by the customer, the Company will send bills to and will receive payments from agents or tenants. The Company shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party, as well as to the customer. N.J.A.C. 14:3-3A.4(b). However, this accommodation will in no way relieve the customer of the responsibility of paying such charges. The customer shall receive a copy of any notice of discontinuance for non-payment of bills, which is sent to an agent or a third party.
- 11.8 The Company may discontinue service to a customer for non-payment of bills in accordance with the regulations of the Board of Public Utilities. N.J.A.C. 14:3-3A.3. Before discontinuing a customer's service for non-payment, the Company shall notify the customer that the bill has not been paid and that service will be discontinued. The notice of discontinuance shall be postmarked no earlier than 15 days after the postmark of the outstanding bill, except for a customer with fire protection or multi-use service under N.J.A.C. 14:3-3A.4(j). Where water service is discontinued for non-payment of bills, service will not be resumed until payment or satisfactory arrangements for payment have been made.
- 11.9 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in accordance with Paragraph 3.1 (b) of this Tariff. If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and may require that the deposit be restored to its original amount.
- 11.10 Should the Company receive a negotiable instrument from the applicant for service or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge plus any charges the Company is required to pay its bank or other agency for handling such instrument. See Rate Schedule NO. 6
- 11.11 **In cases of fraud or when the Company reasonably believes that the customer is preparing to vacate the premises serviced, an immediate payment for all services rendered will be required.** In cases of bankruptcy where the Company is a listed creditor, the Company may require the customer or trustee in bankruptcy to furnish it with adequate assurances of payment in accordance with the Bankruptcy Code.

Filed pursuant to a **XXXXXXXXXXXX** decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

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

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxx, 2013**

Effective: **xxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 12.4 When premises will be temporarily unoccupied, the customer shall notify the Company and the water will be turned off and all charges will cease from that date. When the property is again occupied the customer shall notify the Company in writing and the water will be turned on. No refund or allowance will be made for unoccupied property when notice, both at time of vacancy and at time of occupancy, has not been given as above provided.
- 12.5 In cases of vacancy of a customer's property, the customer must notify the Company of such vacancy, and upon his failure so to do he will become responsible for any damage to the property of the company, arising from freezing, water damage, injury to meter, or any other failure.
- 12.6 **Whenever the Company has determined that a customer's service has been reconnected without the permission of the Company after service has been terminated for non-payment of bills or violation of the Company's tariff, the Company will terminate the customer's service for a second time and give notice to the customer that if service is reconnected again without the permission of the Company, it will be necessary for the Company to excavate and physically disconnect service and that a reconnection charge of \$1,000, or the actual cost incurred by the Company to excavate and physically disconnect and reconnect the service, whichever is more, will be made.**

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **XXXXXXXXXX, 2013**

Effective: **XXXXXXXXXX, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

- 14.6 Neither by inspection nor non-rejection, nor in any other way does the Company give any guarantee or assume any responsibility, express or implied, as to the adequacy, safety, or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer, or leased by the customer from third parties.
- 14.7 Unless authorized by the Company, no person is permitted to turn the water on or off at any street valve, corporation stop and curb stop, or other street connection, or tamper with, disconnect or remove, any meter without the consent of the Company. **A charge for repairing damage to a curb stop or meter caused from misuse by the customer and/or a charge for clearing an obstruction to a curb stop shall be made in accordance with the actual costs incurred by the Company for the materials, work and equipment involved.** Penalties provided by law for any such action will be rigidly enforced.
- 14.8 No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter or of intent of these terms and conditions.
- 14.9 Resale by a customer, except by a duly authorized water utility, of water service supplied by the Company is prohibited.
- 14.10 This Tariff is made a part of all agreements for the supply of water service unless specifically modified in a particular Rate Schedule.
- 14.11 The Company reserves the right to change or amend from time to time these terms, conditions, and rates for the use of water, in accordance with the law, and upon approval of the Board of Public Utility Commissioners.
- 14.12 The failure of the Company to insist in any one or more instances upon strict compliance with any provision of this Tariff shall not be construed as a waiver or relinquishment of right of the Company thereafter to require compliance with such provision of this Tariff.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

SECTION 3
RATE SCHEDULES

Issued: xxxxxxxxxxxx, 2013

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

Section 3
Second Revised Sheet No. 1
Superseding First Sheet No. 1

RATE SCHEDULE NO. 1
FOR METERED SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

Consumption Charge:

Per 1,000 Gallons

\$ 6.7846

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

SPECIAL PROVISION: Consumption charges for municipal water systems which purchase water under this Rate Schedule shall be reduced by \$0.01 per thousand gallons.

Facilities Charge:

	<u>Per Month</u>
5/8 Inch	\$ 8.50
3/4 Inch	12.75
1 Inch	21.25
1 1/2 Inch	42.50
2 Inch	68.00
3 Inch	127.50
4 Inch	212.50
6 Inch	425.00
8 Inch	680.00
10 inch	977.50

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 1 – Continued

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge.

MINIMUM CHARGE:

Applicable Facilities Charge

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 27 and 28 Section 1. For lawn sprinklers and irrigation systems, see Paragraph 13.1 and 13.2, Sheet Nos. 34 Section 1.

TERMS OF PAYMENT:

Bills for all metered service will be rendered monthly in arrears, at the rates shown above. Payment is due within ten (10) days of presentation of the bill.

SPECIAL PROVISIONS:

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

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

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: XXXXXXXXXX, 2013

Effective: XXXXXXXXXXXX, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

Section 3
Second Revised Sheet No. 3
Superseding First Sheet No. 3

RATE SCHEDULE NO. 2
PUBLIC FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to Public Fire Hydrants in the entire territory served

CHARACTER OF SERVICE:

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

RATE:

For each Hydrant owned and maintained by the Company	<u>Per Month</u> \$ 18.77
--	-------------------------------------

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Public Fire Hydrant service will be billed monthly in arrears, at the rates shown above.

Payment is due within 10 days of presentation of the bill.

SPECIAL PROVISIONS:

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

TERM:

Continuous until water service within municipality is permanently discontinued.

Filed pursuant to a **XXXXXXXXXXXX** decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 3
PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

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

Size of Service	<u>Per Month</u>
* 1 1/2 Inch	\$ 19.44
* 2 Inch	34.72
3 Inch	78.51
4 Inch	138.90
6 Inch	312.63
8 Inch	555.77
10 Inch	868.40

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

	<u>Per Month</u>
Per Hydrant	\$ 28.12

CONSUMPTION CHARGE:

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

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 3 (Continued)

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Private Fire Protection Services will be billed monthly in arrears, at the rates shown above. Payment is due within 10 days of presentation of the bill.

TERMS:

See "Standard Terms and Conditions", Paragraph 11.7, Sheet Nos. 27 and 28 Section 1.

SPECIAL PROVISIONS:

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

EXEMPTIONS:

See "Standard Terms and Conditions", Paragraph 8.3, Sheet No. 20 Section 1.

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

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. WR12090830

Issued: XXXXXXXXXXXX, 2013

Effective: XXXXXXXXXXXX, 2013
Docket No. WR12090830

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER TOMS RIVER
BPU NO. 9 - WATER

Section 3
First Revised Sheet No. 9
Superseding Original Sheet No. 9

RATE SCHEDULE NO. 6
MISCELLANEOUS SERVICE

APPLICABILITY:

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

RESTORATION OF SERVICE CHARGE:

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

During normal business hours (8:00 a.m. to 4:30 p.m.)	-	\$ 50.00
During all other hours	-	\$ 135.00

METER RESET CHARGE:

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

<u>Meter Size</u>		<u>Inside Buildings</u>		<u>Meter Pit or Vault</u>
5/8" - 1"	\$	90.00	\$	115.00
1-1/2" -2"		115.00		140.00
3" and Larger		275.00		325.00

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 6 (Continued)

METER REPAIR AND REPLACEMENT CHARGE:

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

<u>Meter Size</u>		<u>Inside Buildings</u>		<u>Meter Pit or Vault</u>
5 / 8"	\$	80.00	\$	95.00
3 / 4"		100.00		115.00
1"		115.00		130.00
1- 1 / 2"		215.00		235.00
2"		270.00		285.00
3" and Larger		At Cost		At Cost
Curb Stop		At Cost		At Cost

- At Cost – includes at cost labor, materials and transportation (see Section 5.13 and 14.7).

METER TESTING CHARGE:

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

<u>Meter Size</u>		<u>Rate</u>
5 / 8"	\$	100.00
3 / 4"		105.00
1"		110.00
1- 1 / 2"		155.00
2"		155.00
3"		415.00
4"		415.00
6" and Larger		415.00

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: **xxxxxxxxxxx, 2013**

Effective: **xxxxxxxxxxx, 2013**
 Docket No. **WR12090830**

By: **David Stanton, President**
 200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 6 (Continued)

REMOTE METER REPAIR CHARGE

The charge for repairing damage to a remote meter when the damage results from causes other than ordinary wear and tear shall be made as follows:

<u>Meter Size</u>		<u>Inside Buildings</u>		<u>Meter Pit or Vault</u>
ALL	\$	85.00	\$	95.00

BAD CHECK CHARGE:

Should the Company receive a negotiable instrument from the applicant or customer in payment of any bill, charge or deposit due and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge of \$20.00.

HYDRANT FLOW TEST

For all work and labor performed and all materials furnished by the Company for hydrant flow tests, a charge of \$ 455.00 will be charged to the (non – United Water) customer or party requiring such service.

TERMS OF PAYMENT:

Payment is due within 10 days of presentation of the bill.

Filed pursuant to a XXXXXXXXXXXX decision by the Board of Public Utilities in Docket No. **WR12090830**

Issued: xxxxxxxxxxxx, 2013

Effective: xxxxxxxxxxxx, 2013
Docket No. **WR12090830**

By: **David Stanton, President**
200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER TOMS RIVER
Proof of Revenue
 Rates Effective Tentative April 29, 2013

Pro Forma Year at Present Rates for the Twelve Months Ended June 30, 2013				
Fixed Charges				
Monthly	Meter Size	Number of Bills	Rate	Total
5/8"		481,608	7.33	3,530,187
3/4"		74,124	11.00	815,364
1"		17,016	18.33	311,903
1 1/2"		3,120	38.67	114,410
2"		3,060	58.67	179,530
3"		648	110.00	71,280
4"		468	183.33	85,798
6"		84	366.67	30,800
8"		24	586.67	14,080
10"		-	843.11	-
		<u>580,152</u>		<u>5,153,353</u>
Consumption Charges				
All Metered Customers				
	MGL		Rate Per Mgal	Total
	3,472,987		6.0759	21,101,522
	39,029		6.0759	237,136
Total Metered Revenue				\$ 28,492,011
Fire Services				
		Number of Bills	Rate	Total
Private Fire				
1 1/2"		-	19.44	-
2"		278	34.72	9,689
3"		1,260	78.51	98,922.80
4"		1,980	138.90	275,022
6"		1,212	312.63	378,908
8"		516	555.77	286,777
10"		24	868.40	20,842
Private HYD		9,984	28.12	280,750
				<u>1,350,890</u>
Public HYD				
		29,213	18.49	540,147
Total Fire Service				\$ 1,891,037
Total Revenue from Sales				\$ 28,383,048

Miscellaneous	Occurrences	Present Rate	
Returned Checks	355	\$ 15	5,332
Turn On Fees Normal Hours	2,903	\$ 41	119,022
Turn On Fees After Hours	-	\$ 115	-
Meter Reset 5/8"-1"	94	\$ 75	7,030
Meter Repair 5/8"	-	\$ 75	-
Hydrant Flow Tests	5	\$ 120	600
Rents from Property			163,055
Refunds and allowances			7,315
Bulk Water / Road Permits			14,079
Total Misc. Revenue			\$ 316,433

TOTAL REVENUE \$ 28,699,481

Pro Forma at Stipulated Rates for the Twelve Months Ended June 30, 2013				
Fixed Charges				
Monthly	Meter Size	Number of Bills	Rate	Total
5/8"		481,608	8.50	4,093,668
3/4"		74,124	12.75	945,081
1"		17,016	21.25	361,590
1 1/2"		3,120	42.50	132,600
2"		3,060	68.00	208,080
3"		648	127.50	82,620
4"		468	212.50	99,450
6"		84	425.00	35,700
8"		24	880.00	16,320
10"		-	977.50	-
		<u>580,152</u>		<u>5,975,109</u>
Consumption Charges				
All Metered Customers				
	MGL		Rate Per Mgal	Total
	3,472,987		6.7846	23,562,828
	39,029		6.7846	264,796
Total Metered Revenue				\$ 29,802,733
Fire Services				
		Number of Bills	Rate	Total
Private Fire				
1 1/2"		-	19.44	-
2"		278	34.72	9,689
3"		1,260	78.51	98,923
4"		1,980	138.90	275,022
6"		1,212	312.63	378,908
8"		516	555.77	286,777
10"		24	868.40	20,842
Private HYD		9,984	28.12	280,750
				<u>1,350,890</u>
Public HYD				
		29,213	18.77	548,328
Total Fire Service				\$ 1,899,218
Total Revenue from Sales				\$ 31,701,951

Miscellaneous	Occurrences	Proposed Rate	
Returned Checks	355	\$ 20	7,109
Turn On Fees Normal Hours	2,903	\$ 50	145,149
Turn On Fees After Hours	-	\$ 135	-
Meter Reset 5/8"-1"	94	\$ 90	8,436
Meter Repair 5/8"	-	\$ 80	-
Hydrant Flow Tests	5	\$ 455	2,275
Rents from Property			163,055
Refunds and allowances			7,315
Bulk Water / Road Permits			14,079
Total Misc. Revenue			\$ 347,418

TOTAL REVENUE \$ 32,049,369

% Increase
15.96%
15.91%
15.93%
15.90%
15.90%
15.91%
15.91%
15.91%
15.91%
15.94%
15.95%
11.66%
11.66%
12.50%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
0.00%
1.51%
0.43%

33.33%
21.95%
17.39%
20.00%
6.67%
279.17%
0.00%
0.00%
0.00%

TOTAL REVENUE \$ 32,116,779

Revenue Deficiency
 Target
 Rounding

3,350,000
 32,049,481
 112