



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

WATER

| | | |
|--|---|------------------------------|
| IN THE MATTER OF THE JOINT PETITION FOR |) | DECISION AND ORDER ADOPTING |
| APPROVAL OF AN INCREASE IN RATES FOR WATER |) | INITIAL DECISION/STIPULATION |
| AND WASTEWATER SERVICE AND OTHER TARIFF |) | |
| CHANGES FOR SUEZ WATER NEW JERSEY INC., |) | |
| SUEZ WATER TOMS RIVER INC., |) | |
| SUEZ WATER ARLINGTON HILLS, INC. |) | |
| SUEZ WATER WEST MILFORD, INC., |) | |
| SUEZ WATER PRINCETON MEADOWS, INC., AND |) | BPU DOCKET NO. WR18050593 |
| SUEZ WATER MATCHAPONIX, INC. |) | OAL DOCKET NO. PUC 07969-18 |

Parties of Record:

Stephen B. Genzer, Esq. and Colleen A. Foley, Esq., Saul Ewing Arnstein & Lehr LLP, on behalf of the Joint Petitioners

James H. Laskey, Esq., Norris, McLaughlin & Marcus, P.A., on behalf of Gordon's Corner Water Company

Roger J. McLaughlin, Esq., McLaughlin, Stauffer & Shaklee, P.C., on behalf of the Township of Manalapan

Robert F. Munoz, Esq., Davison, Eastman, Munoz, Lederman & Paone, P.A., on behalf of the Township of Freehold

Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:¹

On May 31, 2018, SUEZ Water New Jersey, Inc. ("SWNJ"), SUEZ Water Toms River, Inc. ("SWTR"), SUEZ Water Arlington Hills, Inc. ("SWAH"), SUEZ Water West Milford, Inc. ("SWWM"), SUEZ Water Princeton Meadows, Inc. ("SWPM"), and SUEZ Water Matchaponix, Inc. ("SWM") (collectively, "Joint Petitioners," "Company" or "SWNJ"), each a public utility corporation of the State of New Jersey engaged in the business of collecting, treating and distributing water or providing wastewater service to customers, filed a joint petition to increase

¹ Commissioner Robert M. Gordon is recused from this matter due to a potential conflict of interest and, as such, took no part in the discussion or deliberation of this matter.

rates for water and wastewater services and to make other tariff changes pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12.²

Specifically, the Company petitioned to increase rates to produce additional base rate revenues of approximately \$32,104,860 or 12.05% above the annual level of revenues for the test year period ending September 30, 2018. The test year used in the joint petition was the 12-month period ending September 30, 2018, and the post-test year period ending March 31, 2019, both adjusted to reflect known and anticipated changes. The Joint Petitioners also sought: (a) to implement a unified tariff reflecting the consolidation of the Joint Petitioners with and into SWNJ and to move toward a consolidated rate structure; (b) to implement the depreciation rates, and resulting depreciation expense, identified in a depreciation study prepared by the Joint Petitioners; (c) to utilize the results of a comprehensive cost of service study as a basis for setting the rates in this proceeding; and (d) to the extent required, to reflect in rates the impact of the Tax Cuts and Job Act of 2017 ("TCJA").

By this Order, the Board considers the Initial Decision recommending adoption of the Stipulation of Settlement ("Stipulation") executed by the Company, the New Jersey Division of Rate Counsel ("Rate Counsel"), and Board Staff (collectively, "Signatory Parties"), agreeing to an overall increase in revenues totaling \$14,400,000, representing a 5.30% increase over total present water and wastewater sales revenues of \$271,883,375.

BACKGROUND/PROCEDURAL HISTORY

The Board transmitted this matter to the Office of Administrative Law ("OAL"), and Administrative Law Judge ("ALJ") Jacob Gertsman was assigned to hear the case. On June 22, 2018, the Board entered an Order suspending increases, changes or alternations in rates until November 1, 2018 and the implementation of changes the Joint Petitioners sought to make to their tariffs pursuant to N.J.S.A. 48:2-21. On September 17, 2018, the Board entered an Order Further Suspending the rate implementation until March 1, 2019, pursuant to N.J.S.A. 48:2-21 pending a Final Decision and Order.

On July 18, 2018, Gordon's Corner Water Company ("Gordon's Corner") filed a motion to intervene. On July 20, 2018, the Joint Petitioners filed a letter with ALJ Gertsman indicating they did not object to the granting of the motion by Gordon's Corner. On September 12, 2018, the Township of Freehold ("Freehold") filed a motion to intervene. By letter dated September 20, 2018, the Joint Petitioners indicated they did not object to the granting of Freehold's motion. The Township of Manalapan filed a motion to intervene on September 20, 2018. The Joint Petitioners did not object to the granting of Manalapan's motion. On October 3, 2018, ALJ Gertsman issued an Order granting the motions to intervene filed by Gordon's Corner, Freehold and Manalapan.

After proper notice, public comment hearings were held in the Joint Petitioners' service territories on September 5, 2018, in Berkeley Township and Lambertville, and on September 6,

²On March 15, 2018, the Joint Petitioners filed a joint petition with the Board seeking approval of a consolidation between the entities to be effectuated by a corporate reorganization intended to combine the joint petitioning entities into SWNJ, which will remain a wholly-owned subsidiary of SUEZ Water Resources Inc. The Board approved the Joint Petitioners request, to combine the joint petitioning entities into SWNJ, at its November 19, 2018 public agenda meeting. See I/M/O the Merger of Suez Water Toms River, Inc., SUEZ Water Arlington Hills, Inc., SUEZ Water West Milford, Inc. SUEZ Water Princeton Meadows, and SUEZ Water Matchaponix, Inc., BPU Docket No. WM18030266 (November 19, 2018).

2018 in Franklin and Hackensack. One municipal business administrator attended the public hearing conducted at Hackensack to provide comments, generally speaking in opposition to aspects of the proposed rate request.

STIPULATION³

Subsequent to the public hearings, the parties to the proceeding engaged in numerous settlement negotiations and as a result of these discussions and extensive discovery, the Signatory Parties reached a settlement on all issues and subsequently executed a Stipulation.⁴

On November 14, 2018, ALJ Gertsman issued an Initial Decision in this matter recommending adoption of the Stipulation executed by the Signatory Parties, finding that the Signatory Parties had voluntarily agreed to the Stipulation and that the Stipulation fully disposes of all issues and is consistent with the law.

The Stipulation provides for the following:

The Signatory Parties agree that for purposes of this settlement, rate base is established at \$1,052,000,000.

The Signatory Parties agree that, for the purposes of this proceeding and this settlement only, the overall rate of return to be used is 7.32% which is obtained based on a capital structure consisting of 54% equity and 46% long term debt, with a cost rate of 9.60% and 4.65%, respectively. Therefore, the calculation of the additional revenue requirement amount of \$14,400,000 is as follows:

| | |
|----------------------------|-----------------|
| Rate Base | \$1,052,000,000 |
| Rate of Return | x 7.3255% |
| Required Operating Income | \$ 77,064,473 |
| Test Year Operating Income | - 67,318,873 |
| Deficiency | \$ 9,745,600 |
| Revenue Conversion Factor | x 1.47759 |
| Revenue Requirement | \$ 14,400,000 |

The Signatory Parties stipulate to a total revenue requirement increase for the Joint Petitioners of \$14,400,000, which is approximately 5.30% over total present water and wastewater sales revenues of \$271,883,375, and recommend that this increase be deemed an appropriate result of this matter. The Signatory Parties recommend that the Board consider the above stipulated revenue increase and all remaining agreed-upon issues embodied in this Stipulation at its next public agenda meeting. The Signatory Parties further acknowledge that any increase or issue contained in this Stipulation and approved by the Board will become effective on a date to be determined by the Board. The Signatory Parties agree that this settlement resolves all issues and represents a level of revenue necessary to ensure that the Joint Petitioners will continue to provide safe, adequate, and proper water/wastewater service to customers.

³ Although described in this Order at some length, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions in this Order.

⁴ Manalapan and Freehold have both indicated that they do not object to the Stipulation and filed letters so indicating.

The Signatory Parties have negotiated a consolidated tariff design resulting in the following monthly rate impacts for the average residential customer served by the indicated system:

| | | |
|--|-----------|--------------------|
| New Jersey (water service) | \$3.96 | 7.88% |
| Toms River (water service) | (\$0.79) | (1.61%) |
| Matchaponix (water service) | | 8.00% ⁵ |
| Arlington Hills (wastewater service) | \$0.00 | 0.00% |
| West Milford (wastewater service) | \$7.56 | 8.93% |
| Toms River (wastewater service) | (\$12.68) | (19.02%) |
| Princeton Meadows (wastewater service) | \$5.48 | 19.11% |

The Signatory Parties agree that the revised tariff, reflecting a 0% increase for public fire charges and the impacts of the rate design, system consolidations and changes in certain miscellaneous charges, should be adopted by ALJ Gertsman and the Board in its entirety. See Exhibit A, Tariff, and Exhibit B, Proof of Revenues, attached to the Stipulation.

The Signatory Parties acknowledge that the stipulated revenue increase reflects consideration of a consolidated income tax adjustment ("CTA").

The Signatory Parties agree that customers receiving wastewater service in the Arlington Hills franchise area will receive a one-time \$3.00 bill credit to be provided by the Company within 90 days of the Board's Order approving this Stipulation of Settlement.

The Signatory Parties acknowledge that the Financial Accounting Standards Board ("FASB") has issued guidance regarding the accounting treatment of certain leases (ASC 842 Leases) effective January 1, 2019 for the Company. As a response to this guidance, and for consistency in record keeping, the Signatory Parties acknowledge that the Company intends to record the related intangible right of use asset in accounts numbered 118.2, the related amortization in account 119.2, the related liability in account 253, amortization expense related to leases to Account 404, and the interest component of leases in the interest expense account until such time that other accounting guidance is provided by the Board. For annual reporting purposes to the Board, all amounts shall be adequately footnoted.

By Order dated November 13, 2017, in I/M/O the Petition of Suez Water Arlington Hills Inc. for Approval of an Increase in Rates for Wastewater Service and Other Tariff Changes, BPU Docket No. WR16060510 and OAL Docket No. PUC 09261-2016, the Board approved a rate increase for SWAH, which was to be implemented in four phases over a four-year period. The first phase of the rate increase became effective on November 13, 2017. The remaining phases of the rate increase were to become effective on November 13, 2018, November 13, 2019, and November 13, 2020. The Signatory Parties have agreed SWNJ will not implement the remaining phases of the previously approved SWAH rate increase.

The Signatory Parties agree that the depreciation rates identified in Exhibit P-8 to the joint petition, as adjusted and summarized in Exhibit C attached to the Stipulation, shall apply.

⁵ Please note that Matchaponix does not provide service to residential customers but instead provides bulk water sales to five water purveyors in western Monmouth County, including Gordon's Corner, Freehold and Manalapan.

The Signatory Parties agree on the amortization periods for the following items:

- Acquisition Adjustment related to the acquisition of the West Milford MUA shall be 40 years;
- Gain on the sale of land in New Milford shall be three years;
- Media exchange in Toms River shall be four years;
- Stone wall in West Milford shall be 10 years;
- Storm cost for Princeton Meadows set in BPU Docket No. WO13100969 shall be 10 years;
- Carlstadt tank painting and Indian Hill tank painting shall be 15 years; and
- Rate case expenses shall be three years.

The Signatory Parties acknowledge that the impact of the TCJA is addressed in this proceeding, and in separate proceedings initiated by the Board in BPU Docket Nos. WR18030238, WR18030239, and WR18030240. The Signatory Parties further acknowledge that a separate stipulation of settlement ("TCJA Settlement") will be filed in BPU Docket Nos. WR18030238, WR18030239, and WR180302, and is intended to resolve the treatment of all remaining TCNJ impacts on the rates and books of SWNJ, SWTR, and SWAH. The TCJA Settlement identifies, among other items, the Companies' Unprotected EDIT balances as of December 31, 2018, and states that this regulatory liability will be amortized and returned to customers over a five-year period as reflected in this base rate proceeding. The TCJA Settlement also provides for the refund to customers of the over-collection of income taxes for the period January 1, 2018 through March 31, 2018, including interest at SWNJ's short-term debt rate, in the form of a one-time bill credit to be reflected in customer bills beginning in December 2018. The Signatory Parties acknowledge that the terms of the TCJA Settlement must be reviewed and approved by the Board.

Until such time as further guidance is received from the Board, the Company will collect taxes on Contributions in Aid of Construction utilizing a gross-up factor of 1.1541 representing the Net Present Value method of calculation at the capital components described in Paragraph 2 of the Stipulation.

Given the nature of this consolidation proceeding and the agreements contained in the Stipulation, the Company and Rate Counsel agree that they have resolved all matters raised in BPU Docket No. WR16060510.⁶ Rate Counsel further agrees that within 30 days of the Board's Order approving this Stipulation of Settlement, Rate Counsel will take all necessary actions to withdraw its appeal of the Board's Order in BPU Docket No. WR16060510, and that matter will be concluded.

DISCUSSIONS AND FINDINGS

The Board is mindful of the impact any rate increase has on its customers. However, having reviewed the record in this matter, including ALJ Gertsman's Initial Decision and the Stipulation, the Board **FINDS** that the Signatory Parties have voluntarily agreed to the Stipulation, and that

⁶ Previously pending before the Superior Court of New Jersey, Appellate Division in Docket No. A-001832-17T3, which matter was remanded to the Board by Order dated September 10, 2018. Also, by Order dated October 29, 2018, the Board addressed the Appellate Division's directive that the Board reconsider the limited issue of the appropriate CTA methodology to be applied to SWAH's rate case on remand within 90 days, appointed a presiding Commissioner for the remand hearing, and ordered that SWAH's rates shall remain provisional until a final rate has been determined. *Id.* at 4.

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

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

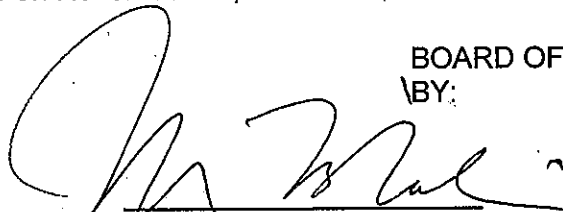
Based upon the foregoing, the Board **HEREBY APPROVES** an overall increase in revenues in the amount of \$14,400,000 representing a 5.30% increase over total present water and wastewater sales revenues of \$271,883,375.

The Board **HEREBY ORDERS** the Company to submit complete revised tariffs conforming to the terms and conditions of the Stipulation and this Order within five days from the date of this Order. Also, pursuant to N.J.A.C. 14:9-10.1 to -10.9, any Company Distribution System Improvement Charge rate shall be reset to zero.

This Order shall be effective on November 29, 2018.

DATED: 11/19/18

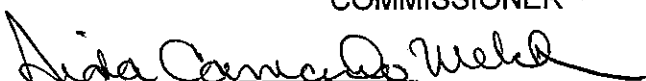
BOARD OF PUBLIC UTILITIES
BY:


JOSEPH L. FIORDALISO
PRESIDENT


MARY ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

IN THE MATTER OF THE JOINT PETITION FOR APPROVAL OF AN INCREASE
IN RATES FOR WATER AND WASTEWATER SERVICE AND OTHER TARIFF
CHANGES FOR SUEZ WATER NEW JERSEY INC., SUEZ WATER TOMS RIVER INC.,
SUEZ WATER ARLINGTON HILLS, INC. SUEZ WATER WEST MILFORD, INC., SUEZ
WATER PRINCETON MEADOWS, INC., AND SUEZ WATER MATCHAPONIX, INC.
BPU DOCKET NO. WR18050593
OAL DOCKET NO. PUC 07969-18

SERVICE LIST

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

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

James H. Laskey, Esq.
Norris, McLaughlin & Marcus, P.A.
400 Crossing Blvd., 8th Floor
PO Box 5933
Bridgewater, NJ 08807-5933
ilaskey@norris-law.com

Roger J. McLaughlin, Esq.
McLaughlin, Stauffer & Shaklee, P.C.
Monmouth Shores Corp Park
4814 Outlook Drive, Suite 112
Wall Twp., NJ 07753
Rmclaughlin@wall-lawyers.com

Robert F. Munoz, Esq.
Davison, Eastman, Munoz, Lederman & Paone, P.A.
100 Willow Brook Rd., Ste. 100
Freehold, NJ 07728
nnunoz@denilDlaw.com

Alex Moreau
Deputy Attorney General
Department of Law & Public Safety
Division of law
124 Halsey Street
Post Office Box 45029
Newark, NJ 07101-45029
alex.moreau@law.njoag.gov



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 07969-18

AGENCY DKT. NO. WR18050593

IN THE MATTER OF THE
JOINT PETITION FOR APPROVAL
OF AN INCREASE IN RATES FOR WATER
AND WASTEWATER SERVICE AND OTHER
TARIFF CHANGES FOR SUEZ WATER
NEW JERSEY INC., SUEZ WATER TOMS RIVER
INC., SUEZ WATER ARLINGTON HILLS INC.,
SUEZ WATER WEST MILFORD INC.,
SUEZ WATER PRINCETON MEADOWS INC.,
AND SUEZ WATER MATCHAPONIX INC.

Stephen B. Genzer, Esq., for petitioners (Saul Ewing Arnstein & Lehr, attorneys)

Renee Greenberg and Timothy Oberleiton, Deputy Attorneys General, for Staff
of the Board of Public Utilities (Gurbir S. Grewal, Attorney General of New
Jersey, attorneys)

Debra Robinson and Christine Juarez, Assistant Deputies Rate Counsel, for Division
of Rate Counsel (Stefanie A. Brand, Director)

OAL DKT. NO. PUC 07969-18

James H. Laskey, Esq., for Intervenor Gordon's Corner Water Company (Norris McLaughlin & Marcus, attorneys)

Robert F. Muñoz, Esq., for Intervenor Freehold Township (Davison, Eastman, Muñoz, Lederman & Paone, attorneys)

Roger J. McLaughlin, Township Attorney, for Intervenor Manalapan Township (McLaughlin Stauffer & Shaklee, attorneys)

Record Closed: November 13, 2018

Decided: November 14, 2018

BEFORE **JACOB S. GERTSMAN**, ALJ *tr*:

This proceeding involves a petition filed on May 31, 2018, by SUEZ Water New Jersey Inc. (SWNJ), SUEZ Water Toms River Inc. (SWTR), SUEZ Water Arlington Hills Inc. (SWAH), SUEZ Water West Milford Inc. (SWWM), SUEZ Water Princeton Meadows Inc. (SWPM), and SUEZ Water Matchaponix Inc. (SWMX), (collectively the "Joint Petitioners"), for approval of an increase in rates for water and wastewater services, and other tariff changes pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12, with the Board of Public Utilities.

The matter was transmitted to the Office of Administrative Law (OAL) on June 5, 2018, and the undersigned conducted the initial case management conference on July 19, 2018.

Motions to intervene were filed by: Gordon's Corner Water Company (Gordon's) on July 18, 2018; Freehold Township (Freehold) on September 12, 2018; and Manalapan Township (Manalapan) on September 20, 2018. Gordon's, Freehold, and Manalapan were granted intervenor status.

Duly-noticed public hearings were held on September 5, 2018, in Berkeley Township, New Jersey, and Lambertville, New Jersey; and on September 6, 2018, in

OAL DKT. NO. PUC 07969-18

Franklin, New Jersey, and Hackensack, New Jersey. The Borough Administrator for Emerson, New Jersey appeared at the Hackensack hearing, and spoke in general opposition to the Company's proposed increase. No members of the public spoke in support to the Company's proposed increase. All comments were transcribed and made a part of the record. No members of the public appeared at the Berkeley Township, Lambertville, or Franklin, New Jersey hearings.¹

Evidentiary hearings were scheduled for December 3, 5, 6, 10, 13 and 20, 2018. Prior to the commencement of the hearings, the parties filed on November 9, 2018, a Stipulation of Settlement (J-1), resolving all issues in this proceeding. Said Stipulation of Settlement, was signed by the Joint Petitioners, Staff of the Board of Public Utilities, Division of Rate Counsel, and Gordon's, indicating the terms of settlement, and is attached and fully incorporated herein.

I have reviewed 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 on the attached document.
2. The settlement fully disposes of all issues in controversy between the parties and is consistent with the law.

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

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days

¹ Transcripts of the Berkeley Township and Franklin hearings have not been provided to the undersigned and will be forwarded to the Board by the parties.

OAL DKT. NO. PUC 07969-18

and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

November 14, 2018

DATE



JACOB S. GERTSMAN, ALJ t/a

Date Received at Agency:

11-14-18

Date Mailed to Parties:

JSG/nd

OAL DKT. NO. PUC 07969-18

APPENDIX

EXHIBITS

Jointly Submitted

J-1 Stipulation of Settlement

the "Company" or "SWNJ"), the Division of Rate Counsel ("Rate Counsel"), and Staff of the Board of Public Utilities (the "Board" or "Staff"). Gordon's Corner Water Company ("Gordon's Corner"), the Township of Manalapan ("Manalapan"), and Freehold Township ("Freehold") each filed Motions to Intervene, which Motions were subsequently granted. Joint Petitioners, Board Staff, Rate Counsel, Gordon's Corner, Manalapan and Freehold, together constitute the parties to this proceeding.

As a result of an analysis of the Joint Petitioners' verified petition, pre-filed testimony and exhibits, extensive discovery, settlement meetings, and public comment hearings held on September 5 and 6, 2018, Joint Petitioners, Staff, Rate Counsel and Gordon's Corner (collectively, the "Signatory Parties") have come to an agreement on all of the issues in dispute in this matter.¹

PROCEDURAL HISTORY

On May 31, 2018, Joint Petitioners, each a public utility corporation of the State of New Jersey engaged in the business of collecting, treating and distributing water or providing wastewater service to customers, filed a Joint Petition to increase rates for water and wastewater services and to make other tariff changes pursuant to N.J.S.A. 48:2-21 and N.J.A.C. 14:1-5.12. Specifically, the Company petitioned to increase rates to produce additional base rate revenues of approximately \$32,104,860 or approximately 12.05% above the annual level of revenues for the test year period ending September 30, 2018. The test year period used in the petition is the twelve-month period ending September 30, 2018, and the post-test year period used is the period ending March 31, 2019, both adjusted to reflect known and anticipated changes. The Joint Petitioners also sought (a) to implement a unified tariff reflecting the consolidation of the Joint

¹ Manalapan and Freehold have both indicated that they do not object to this Stipulation of Settlement and will file letters so indicating.

Petitioners with and into SWNJ and to move toward a consolidated rate structure; (b) to implement the depreciation rates, and resulting depreciation expense, identified in a depreciation study prepared by the Joint Petitioners; (c) to utilize the results of a comprehensive cost of service study as a basis for setting the rates in this proceeding; and (d) to the extent required, to reflect in rates the impact of the Tax Cuts and Job Act.

The Board transmitted this matter to the Office of Administrative Law ("OAL"), and Administrative Law Judge ("ALJ") Jacob Gertsman was assigned to hear the case. Effective July 1, 2018, the Board entered an Order suspending increases, changes or alternations in rates until November 1, 2018 and the implementation of changes the Joint Petitioners sought to make to their tariffs pursuant to N.J.S.A. 48:2-21. Effective September 27, 2018, the Board entered an Order Further Suspending the rate implementation until March 1, 2019, pursuant to N.J.S.A. 48:2-21 pending Final Decision and Order.

On July 18, 2018, Gordon's Corner filed a Motion for Intervention. On July 20, 2018, the Joint Petitioners filed a letter with ALJ Gertsman indicating they did not object to the granting of the Motion by Gordon's Corner. On September 12, 2018, Freehold filed a Motion to Intervene. By letter dated September 20, 2018, the Joint Petitioners indicated they did not object to the granting of Freehold's Motion. Also, on September 20, 2018, Manalapan filed a Motion for Intervention. Joint Petitioners did not object to the granting of Manalapan's Motion. On October 3, 2018, ALJ Gertsman issued an Order granting the Motions made by Gordon's Corner, Freehold and Manalapan.

Extensive discovery was conducted by the parties with Joint Petitioners providing responses to hundreds of data requests. After proper notice, public comment hearings were held in the Joint Petitioners' service territories on September 5, 2018, in Berkeley Township (in the

Municipal Building) and Lambertville (in the Municipal Building), and on September 6, 2018 in Franklin (in the Littell Community Center) and Hackensack (in the Bergen County Administration Building). One municipal business administrator attended the public hearing in Hackensack to provide comments, generally speaking in opposition to aspects of the proposed rate request.

SETTLEMENT PROVISIONS

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

1. The Signatory Parties agree, that for purposes of this settlement, rate base is established at \$1,052,000,000.

2. The Signatory Parties agree that, for the purposes of this proceeding and this settlement only, the overall rate of return to be used is 7.32% which is obtained based on a capital structure consisting of 54% equity and 46% long term debt, with a cost rate of 9.60% and 4.65%, respectively. Therefore, the calculation of the additional revenue requirement amount of \$14,400,000 is as follows:

| | |
|----------------------------|-----------------|
| Rate Base | \$1,052,000,000 |
| Rate of Return | x 7.3255% |
| Required Operating Income | \$ 77,064,473 |
| Test Year Operating Income | - 67,318,873 |
| Deficiency | \$ 9,745,600 |
| Revenue Conversion Factor | x 1.47759 |
| Revenue Requirement | \$ 14,400,000 |

3. The Signatory Parties stipulate to a total revenue requirement increase for the Joint Petitioners of \$14,400,000, which is approximately 5.30% over total present water and wastewater sales revenues of \$271,883,375, and recommend that this increase is an appropriate result of this matter. The Signatory Parties recommend that the Board consider the above

stipulated revenue increase and all remaining agreed-upon issues embodied in this Stipulation at its next public agenda meeting. The Signatory Parties further acknowledge that any increase or issue contained in this Stipulation and approved by the Board will become effective on a date to be determined by the Board. The Signatory Parties agree that this settlement resolves all issues and represents a level of revenue necessary to ensure that the Joint Petitioners will continue to provide safe, adequate, and proper water/wastewater service to customers.

4. The Signatory Parties have negotiated a consolidated tariff design resulting in the following monthly rate impacts for the average residential customer served by the indicated system:

| <u>SYSTEM</u> | <u>Monthly Change (\$)</u> | <u>Monthly Change (%)</u> |
|--|--------------------------------|-------------------------------|
| New Jersey (water service) | \$3.96 | 7.88% |
| Toms River (water service) | (\$0.79) | (1.61%) |
| Matchaponix (water service) | | 8.00% ² |
| Arlington Hills (wastewater service) | \$0.00 | 0.00% |
| West Milford (wastewater service) | \$7.56 | 8.93% |
| Toms River (wastewater service) | (\$12.68) | (19.02%) |
| Princeton Meadows (wastewater service) | \$5.48 | 19.11% |

The Signatory Parties agree that the revised tariff, reflecting a 0% increase for public fire charges and the impacts of the rate design, system consolidations and changes in certain miscellaneous charges, should be adopted by ALJ Gertsman and the Board in its entirety. See attached Exhibit A, Tariff, and Exhibit B, Proof of Revenues.

² Please note that Matchaponix does not provide service to residential customers but instead provides bulk water sales to 5 water purveyors in western Monmouth County, including Gordon's Corner, Freehold and Manalapan.

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

6. The Signatory Parties agree that customers receiving wastewater service in the Arlington Hills franchise area will receive a one-time \$3.00 bill credit to be provided by the Company within 90 days of the Board's Order approving this Stipulation of Settlement. In recognition of the pending consolidation of SWAH into SWNJ, the Company has agreed not to implement Phase Two, Three and Four of the SWAH rate increase previously approved by the Board in BPU Docket No. WR16060510.

7. The Signatory Parties acknowledge that the Financial Accounting Standards Board ("FASB") has issued guidance regarding the accounting treatment of certain leases (ASC 842 Leases) effective January 1, 2019 for the Company. As a response to this guidance, and for consistency in record keeping, the Signatory Parties acknowledge that the Company intends to record the related intangible right of use asset in accounts numbered 118.2, the related amortization in account 119.2, the related liability in account 253, amortization expense related to leases to Account 404, and the interest component of leases in the interest expense account until such time that other accounting guidance is provided by the Board. For annual reporting purposes to the Board, all amounts shall be adequately footnoted.

8. The Signatory Parties agree that the depreciation rates identified in Exhibit P-8 to the Petition, as adjusted and summarized in Exhibit C hereto, shall apply.

9. The Signatory Parties agree on the amortization periods for the following items:

- a. An Acquisition Adjustment related to the acquisition of the West Milford MUA, a troubled water and sewer system operating under a Consent Order

from the New Jersey Department of Environmental Protection, shall be 40 years;

- b. Gain on the sale of land in New Milford shall be 3 years;
- c. Media exchange in Toms River shall be 4 years;
- d. Stone wall in West Milford shall be 10 years;
- e. Storm cost for Princeton Meadows set in BPU Dkt. No. WO13100969 shall be 10 years;
- f. Carlstadt tank painting and Indian Hill tank painting shall be 15 years; and
- g. Rate case expenses shall be 3 years.

10. The Signatory Parties acknowledge that the impact of the Tax Cuts and Jobs Act of 2017 ("TCNJ") is addressed in this proceeding, and in separate proceedings initiated by the Board in BPU Docket Nos. WR18030238, WR18030239 and WR18030240. The Signatory Parties further acknowledge that a separate Stipulation of Settlement (the "TCJA Settlement") will be filed in BPU Docket Nos. WR18030238, WR18030239 and WR180302, and is intended to resolve the treatment of all remaining TCNJ impacts on the rates and books of SWNJ, SWTR and SWAH. The TCJA Settlement identifies, among other items, the Companies' "Unprotected" EDIT balances as of December 31, 2018, and states that this regulatory liability will be amortized and returned to customers over a 5-year period as reflected in this base rate proceeding. The TCJA Settlement also provides for the refund to customers of the over-collection of income taxes for the period January 1, 2018 through March 31, 2018, including interest at SWNJ's short-term debt rate, in the form of a one-time bill credit to be reflected in customer bills beginning in December 2018. The Signatory Parties acknowledge that the terms of the TCJA Settlement must be reviewed and approved by the Board.

11. Until such time as further guidance is received from the Board, the Company will collect taxes on Contributions in Aid of Construction utilizing a gross-up factor of 1.1541x representing the Net Present Value method of calculation at the capital components described in Paragraph 2 above.

12. Given the nature of this consolidation proceeding and the agreements contained in this Stipulation of Settlement, the Company and Rate Counsel agree that they have resolved all matters raised in BPU Docket No. WR16060510.³ Rate Counsel further agrees that within 30 days of the Board's Order approving this Stipulation of Settlement, Rate Counsel will take all necessary actions, if any, to withdraw its appeal of the Board's Order in BPU Docket No. WR16060510, and that matter will be concluded.

13. The Company will stop collecting the current DSIC charge on the effective date of the Board Order in this matter. The DSIC charge will be reset to \$0 until such time as a new Foundational Filing is approved by the Board.

14. This Stipulation shall be binding on the Signatory Parties upon approval by the Board. This Stipulation shall bind the Signatory Parties in this matter only and shall have no precedential value. This Stipulation contains terms, each of which is interdependent with the others and essential in its own right to the signing of this Stipulation. Each term is vital to the agreement as a whole, since the Signatory Parties expressly and jointly state that they would not have signed the Stipulation had any term been modified in any way. Since the Signatory Parties have compromised in numerous areas, each is entitled to certain procedures in the event that any modifications whatsoever are made to the Stipulation. If, upon consideration of this Stipulation, the Board were to modify any of the terms described above, each Signatory Party must be given

³ Previously pending before the Superior Court of New Jersey, Appellate Division in Docket No. A-001832-17T3, which matter was remanded to the Board by Order dated September 6, 2018. The Appellate Division did not retain jurisdiction.

the right to be placed in the position it was in before this Stipulation was entered into. It is essential that each Signatory Party be afforded the option, prior to the implementation of any new rate resulting from any modification of this Stipulation, either to modify its own position to accept the proposed change(s) or to resume the proceeding as if no agreement had been reached. This proceeding, under such circumstances, would resume at the point where it was terminated. The Signatory Parties agree that these procedures are fair to all concerned, and therefore, they are made an integral and essential element of this Stipulation. 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.

15. This Stipulation represents the full scope of the agreement between the parties. This Stipulation may only be modified by a further written agreement executed by all the parties to this Stipulation.

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

SUEZ WATER NEW JERSEY INC.
Attorney for Petitioner

November 8, 2018

Date

By: 

Stephen B. Genzer, Esq.
Saul Ewing Arnstein & Lehr LLP

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

Date

By: _____

Renee Greenberg
Deputy Attorney General

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

Date

By: _____

Christine Juarez, Esq.
Assistant Deputy Rate Counsel

GORDON'S CORNER WATER COMPANY
Attorney for Intervenor

Date

By: _____

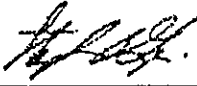
James H. Laskey, Esq.
Norris McLaughlin, P.A.

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

SUEZ WATER NEW JERSEY INC.
Attorney for Petitioner

November 7, 2018

Date

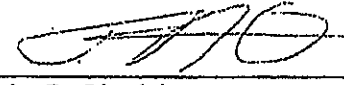
By: 

Stephen B. Genzer, Esq.
Saul Ewing Arnstein & Lehr LLP

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

November 7, 2018

Date

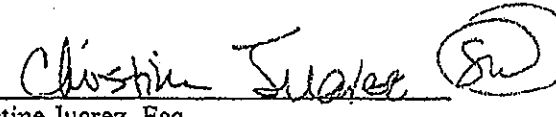
By: 

Timothy R. Oberleiton
Deputy Attorney General

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

11/8/18

Date

By: 

Christine Suarez, Esq.
Assistant Deputy Rate Counsel

GORDON'S CORNER WATER COMPANY
Attorney for Intervenor

Date

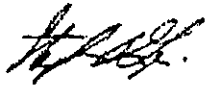
By: _____
James Laskey, Esq.
Norris McLaughlin, P.A.

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

SUEZ WATER NEW JERSEY INC.
Attorney for Petitioner

November 7, 2018

Date

By: 
Stephen B. Genzer, Esq.
Saul Ewing Arnstein & Lehr LLP

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

Date

By: _____
Renee Greenberg
Deputy Attorney General

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

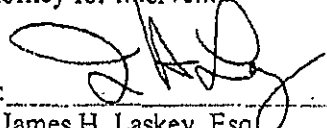
Date

By: _____
Christine Juarez, Esq.
Assistant Deputy Rate Counsel

GORDON'S CORNER WATER COMPANY
Attorney for Intervenor

November 7, 2018

Date

By: 
James H. Laskey, Esq.
Norris McLaughlin, P.A.

A

SUEZ WATER NEW JERSEY INC.

TARIFF

FOR

WATER AND WASTEWATER SERVICE

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 1

TABLE OF CONTENTS

| | Sheet No. |
|--|-----------|
| Index to Standard Terms and Conditions | 2 – 6 |
| Territory Served | 7 – 12 |
| Standard Terms and Conditions | 13 – 48 |
| Rate Schedules as listed below: | |

| Applicable to Entire Territory | Rate | |
|---|------|---------|
| General Metered Service | 1 | 49 – 50 |
| Homeowner Association | 2 | 51 |
| Service to Other Water Supply Systems | 3 | 52 – 55 |
| DSIC | 4 | 56 – 57 |
| Private Fire Protection Services | 5 | 58 – 60 |
| Public Fire Protection Services | 6 | 61 – 63 |
| Residential Sewerage | 7 | 64 – 65 |
| Residential and Commercial Sewerage Svc | 9 | 68 |
| Apartment Building Sewerage Service | 10 | 69 |
| Building Construction Service | 11 | 70 – 71 |
| Miscellaneous Service | 12 | 72 – 74 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 2

INDEX TO STANDARD TERMS AND CONDITIONS

| | Sheet |
|---|---------|
| 1. DEFINITION OF TERMS | 13 - 17 |
| 2.1 Application Procedure | 17 |
| 2.2 Conditions to Providing Service | 17 |
| 2.3 Purpose for Which Service Will Be Used | 18 |
| 2.4 Company May Reject Applications | 18 |
| 2.5 Initiation of Service | 18 |
| 2.6 Social Security Number Not Required | 18 |
| 2.7 Providing Water Service to Others | 18 |
| 2.8 Water for Building Construction Purposes | 19 |
| 2.9 Service Not Immediately Desired or Temporary | 19 |
| 2.10 Street Opening Permits | 19 |
| 2.11 Service to Condominiums – Terms and | 19 |
| | |
| 3. CUSTOMER DEPOSITS | |
| 3.1 When Deposits Are Required | 20 |
| 3.2 Application of Deposit to Pay Outstanding Bills | 20 |
| 3.3 Deposit Receipts | 21 |
| 3.4 Refund When Credit Established | 21 |
| 3.5 Interest | 21 |
| 3.6 Closing Accounts | 21 |
| 3.7 Refunding A Deposit | 21 |
| 3.8 Establishing Good Credit | 21 |
| | |
| 4. WATER MAIN EXTENSIONS | |
| 4.1 Applications | 21 |
| 4.2 Installations in Public Streets | 22 |
| 4.3 Extension Deposits and Agreements | 22 |
| 4.4 Extensions Owned by Company | 22 |
| 4.5 Extensions in Accordance with Laws Regulations | 22 |
| | |
| 5. SERVICE PIPES | |
| 5.1 Installation and Maintenance of Service Pipe | 22 |
| 5.2 Connections to Mains | 23 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 3

INDEX TO STANDARD TERMS AND CONDITIONS

| | | Sheet |
|------------------------------------|--|-------|
| 5.3 | Company Determines Size of Service Pipe | 23 |
| 5.4 | Separate Trench Required | 23 |
| 5.5 | Curb Stops | 23 |
| 5.6 | Two or More Customers -- Meters and Piping | 23 |
| 5.7 | Change in Location of Service Pipe | 23 |
| 5.8 | Request for Smaller Service Size | 23 |
| 5.9 | Request for Larger Service Size | 23 |
| 5.10 | Stop and Waste Cock Placement | 23 |
| 5.11 | Relocation of Curb Stop | 24 |
| 5.12 | Location of Curb Stops | 24 |
| | | |
| 6. CONNECTING PIPES | | |
| 6.1 | Installation and Maintenance | 24 |
| 6.2 | Specifications for Pipe | 24 |
| 6.3 | Inspection of Pipe | 24 |
| 6.4 | Changes in Connecting Pipe | 24 |
| 6.5 | Installation of Pipe on Property of Others | 25 |
| | | |
| 7. CUSTOMERS PREMISES | | |
| 7.1 | Compliance with Rules and Regulations | 25 |
| 7.2 | Right of Access | 25 |
| 7.3 | Permits and Consents | 25 |
| 7.4 | Access Restrictions | 25 |
| 7.5 | Notification of Defective Service | 25 |
| 7.6 | Physical Connections | 25 |
| 7.7 | Identification of Auxiliary Source | 26 |
| 7.8 | Pressure Reducing Valve | 26 |
| 7.9 | Unoccupied Premises | 26 |
| 7.10 | Repair Due to Leakage | 27 |
| 7.11 | Responsibility to Maintain Valves | 27 |
| 7.12 | Customer Installation | 27 |
| | | |
| 8. PRIVATE FIRE PROTECTION SERVICE | | |
| 8.1 | Terms and Conditions of Service | 27 |
| 8.2 | Charges for Service | 28 |
| 8.3 | Exemption from Private Fire Protection | 29 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 4

INDEX TO STANDARD TERMS AND CONDITIONS

| | | Sheet |
|---------------------------|---|-------|
| | Service Rates | |
| 8.4 | Installations Along Private or Public Streets | 29 |
| 8.5 | Inspection of Facilities | 29 |
| 8. MULTI-USE SERVICE | | |
| 8.6 | Multi-Use Service | 30 |
| 8.7 | Terms and Conditions of Service | 30 |
| 8.8 | Provisions of Service | 30 |
| 9. PUBLIC FIRE PROTECTION | | |
| 9.1 | Terms and Conditions of Service | 31 |
| 9.2 | Charges for Service | 31 |
| 9.3 | Duty to Notify Company of Hydrant Use or Leaks | 31 |
| 9.4 | Unauthorized Use | 32 |
| 9.5 | Special Permit for Hydrant Use | 32 |
| 10. METERS | | |
| 10.1 | Furnished, Installed and Maintained by Company | 32 |
| 10.2 | Specifications for Installation of Meters and Meter | 32 |
| 10.3 | Remote Meter Reading Devices | 34 |
| 10.4 | Customer Transmission of Meter Readings | 34 |
| 10.5 | Maintenance and Repairs of Meters | 34 |
| 10.6 | Testing of Meters | 35 |
| 10.7 | Estimated Readings | 35 |
| 10.8 | Adjustment of Charges | 35 |
| 10.9 | Customer to Report Unusual Usage | 35 |
| 10.10 | Meter Replacement | 35 |
| 10.11 | Meter Records | 36 |
| 10.12 | Tampering or Interfering with Meter is Prohibited | 36 |
| 11. BILLS | | |
| 11.1 | Bills Based on Tariff | 36 |
| 11.2 | Rendering of Bills | 36 |
| 11.3 | Information on Bills | 36 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 5

INDEX TO STANDARD TERMS AND CONDITIONS

| | | Sheet |
|---|--|-------|
| 11.4 | Estimated Bills | 36 |
| 11.5 | Accuracy of Meter | 36 |
| 11.6 | Two or More Meters on Same Premises | 36 |
| 11.7 | Responsibility for Payment | 37 |
| 11.8 | Notification of Discontinuance of Service | 37 |
| 11.9 | Discontinuance for Non Payment | 37 |
| 11.10 | Notice of Medical Emergency | 37 |
| 11.11 | Deposit | 37 |
| 11.12 | Bad Check Charge | 37 |
| 11.13 | Bankruptcy or Fraud – Immediate Payment of | 37 |
| 11.14 | Budget Billing | 38 |
| | | |
| 12. DISCONTINUANCE OF SERVICE | | |
| 12.1 | Reasons for Discontinuance | 38 |
| 12.2 | Discontinuance Landlord Tenant Relationship | 41 |
| 12.3 | Restoration of Service | 41 |
| 12.4 | Premises Temporarily Unavailable | 41 |
| 12.5 | Vacancy | 41 |
| 12.6 | Reconnection Without Permission | 41 |
| 12.7 | Customer Wishing to Discontinue | 41 |
| 12.8 | Hours of Discontinuance | 42 |
| | | |
| 13. LAWN SPRINKLER AND IRRIGATION SYSTEMS | | |
| 13.1 | Requirements for Use | 42 |
| 13.2 | Restrictions on User | 42 |
| 13.3 | Discontinuance of Service | 42 |
| | | |
| 14. GENERAL RULES | | |
| 14.1 | Normal Requirements of Service | 42 |
| 14.2 | Continuity of Service | 42 |
| 14.3 | Curtailment of Use | 42 |
| 14.4 | Curtailments of Service | 43 |
| 14.5 | Temporary Shut Off | 43 |
| 14.6 | Quality of Water | 43 |
| 14.7 | Equipment Installed and Maintained Customers | 43 |
| 14.8 | Liability | 43 |
| 14.9 | Unauthorized Use of Company Facilities | 43 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 6

INDEX TO STANDARD TERMS AND CONDITIONS

| | | Sheet |
|-------|--|-------|
| 14.10 | Authority of Agents or Employees | 44 |
| 14.11 | Resale of Service Prohibited | 44 |
| 14.12 | Tariff Part of Agreement for all Services | 44 |
| 14.13 | Modification of Tariff | 44 |
| 14.13 | Company Right to Terminate | 44 |
| 14.14 | No Waivers | 44 |
| 14.15 | BPU Regulations | 44 |
| 14.16 | Extend Water Svc In Accord BPU Regulations | 44 |

15. EMERGENCY RESPONSE DUE TO EXTRAORDINARY DEMAND AND/OR

| | | |
|------|---|----|
| 15.1 | Discontinuance of Service for Failure to Comply | 45 |
| 15.2 | Restoration of Service | 45 |
| 15.3 | Failure to Provide Regular and Uninterrupted | 45 |
| 15.4 | Restrictions on Water Use | 45 |
| 15.5 | Failure to Comply with Emergency Water | 46 |

16. SPECIAL REQUIREMENTS RELATING TO SEWER SERVICE

| | | |
|-------------|------------------------|----|
| 16.1 - 16.2 | Service Lines | 46 |
| 16.2 | Main to Curb | 46 |
| 16.3 - 16.5 | Discharge Requirements | 46 |
| 16.6 | Pretreatment | 47 |
| 16.7 | Written Approval | 47 |
| 16.8 - 16.9 | Discharge | 48 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 7

SERVICE AREA NO. 1 - WATER
(Area previously served by SUEZ Water New Jersey)

TERRITORY
LIST OF MUNICIPALITIES

BERGEN COUNTY

| | | |
|------------------|-------------------|---------------------|
| Alpine | Harrington Park | Ridgefield Park |
| **Allendale | Hasbrouck Heights | **Ridgewood |
| Bergenfield | Haworth | River Edge |
| Bogota | Hillsdale | River Vale |
| Carlstadt | Leonia | Rochelle Park |
| Cliffside Park | Little Ferry | Rockleigh |
| Closter | *Lodi Borough | Rutherford |
| Cresskill | **Mahwah | **Saddle Brook |
| Demarest | Maywood | **Saddle River |
| Dumont | Montvale | South Hackensack |
| East Rutherford | Moonachie | Teaneck |
| Edgewater | New Milford | Tenafly |
| Emerson | Northvale | Teterboro |
| Englewood | Norwood | Upper Saddle River |
| Englewood Cliffs | Old Tappan | *Wallington |
| **Fair Lawn | Oradell | Washington Township |
| Fairview | Palisades Park | Westwood |
| Fort Lee | Paramus | Woodcliff Lake |
| Franklin Lakes | **Ramsey | Wood-Ridge |
| Hackensack | Ridgefield | |

HUDSON COUNTY

| | | |
|--------------|------------|---------------|
| Guttenberg | Secaucus | Weehawken |
| North Bergen | Union City | West New York |

PASSAIC COUNTY

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

* Partially Served

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 8

**Served Wholesale

SERVICE AREA NO. 1 – WATER (Continued)
(Area previously served by SUEZ Water New Jersey)

TERRITORY
LIST OF MUNICIPALITIES

SUSSEX COUNTY

Block 141, Lot 10.01 also known as Valley View Apartments, Vernon Township; Block 184, Lot 13, Block 190, Lots 9, 11, & 16 Block 199.01, 199.02, 199.03, 199.07, 199.08, 199.10 & 199.13; Block 231, Lots 12, 12.01, 12.02, 12.03, & 12.04; Block 232.01 Lots 1-44 also known as Great Gorge Terrace Condominiums, Vernon Township; Block 233, Lots 7 & 7.01; Blocks 233.01, 233.02, 233.03, 233.04 & Block 233.05, Lot 6; Former Territory of Sunset Ridge Water as referenced in Decision and Order in Docket No. 8312-1117 dated March 2, 1989; Vernon Township, Sussex Park Homes, Andover Township; Hamptons Commons, Hampton Township; Subdivisions in the Township of Vernon commonly known as : Aspen Woods, Cliffwood Lakes, Grandview Estates, Sussex Hill No. 1, Sussex Hill No.2, Lake Conway, Stayman/Mott, Omega Drive, Vanderhoff Court, Predmore Estates, Samis Road, Macintosh, Cortland Road, Warren Drive, Barry Lakes, Highland Lakes, Blackman Estates, Walnut Hills Estates; Village of Lake Glenwood; Subdivision in the Township of Wantage commonly known as Woodridge Estates; Block 263, Lots 1.02, 1.03 and 1.04, also known as Viking Village, in the Township of Vernon. East Brookwood Estates, Byram Township.

MORRIS COUNTY (Arlington Hills)

Mount Arlington*

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

Roxbury*

Block 12301, Lots 1 & 2,

HUNTERDON COUNTY

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 9

* Partially Served

WARREN COUNTY

Township of Independence (former MUA).

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 10

SERVICE AREA NO. 2 - WATER
(Area previously served by SUEZ Water Toms River)

TERRITORY
LIST OF MUNICIPALITIES

OCEAN COUNTY

Toms River Township (mainland portion)
Borough of South Toms River
*Berkeley Township
*Brick Township

MONMOUTH COUNTY

*Colts Neck Township
** Gordons Corner Water Company
** Township of Freehold
** Township of Manalapan
** Manalapan Board of Education

* Partially Served
** Served Wholesale

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 11

SERVICE AREA NO. 3 - WASTEWATER
(Area previously served by SUEZ Water Arlington Hills)

TERRITORY
LIST OF MUNICIPALITIES

MORRIS COUNTY (Arlington Hills)

Mount Arlington*

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

Roxbury*

Block 12301, Lots 1 & 2.

* Partially Served

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 12

SERVICE AREA NO. 4 - WASTEWATER
(Area previously served by SUEZ Water Princeton Meadows)

TERRITORY
LIST OF MUNICIPALITIES

MIDDLESEX COUNTY

Plainsboro

The franchise area lies between the following streets/rivers/train tracks within the Township of Plainsboro:

South of Dey Road, west of Petty Road, north west of Cedar Brook, north of the Cranbury Brook to the Middleschool site, Grovers Mill Road north of the Millstone River, to the Middleschool site. East of Maple Avenue including homes at the intersection of Grovers Mill and Maple Avenue and the intersection of Linden Avenue and Maple Avenue. East of the Amtrack Rail Road from Plainsboro Road to Scudders Mill Road including the Wilshire shopping center and Post Office only. South of Plainsboro Road to Edgemere Avenue including homes north of Plainsboro Road between Schalks Crossing Road and Edgemere, excluding the library. South of Edgemere Avenue to Dey Road. Lots 8.01, 11.02, 13.03 and 14 in Block 6 in the development known as "Kings Crossing." Lot 1.01, Block 21 known as The First Presbyterian Church of Plainsboro. Grovers Mill Farm, known as Block 11, Lots 26, 27.02 and 28, Block 13, Lot 11, and Block 14, Lots 19 (a portion of), 21, 22 and 24; Hancock Tract, known as Block 7, Lot 2; and McCormick Site, known as Block 6, Lot 6, Lot 8.02 (a portion of). Katona Farm and known as Block 6, Lot 20, Block 10, Lot 25, Block 14, Lot 20, Block 6, Lot 13.2; certain lands known as Block 6, Lots 19.05 through 19.27 (excluding 19.19, 19.20 and 19.21) and Lots 20.07 through 20.12 and Lot 21.03. In addition, Block 6 Lots 19.18, 19.22, 19.23, 19.24, 21.11, 21.12, and 23.02. Also Block 6.16, Lot 23.01, and Block 5.03, Lot 21.01. Block 1508 Lot 7 known as PNC Bank.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 13

SERVICE AREA NO. 5 - WASTEWATER
(Area previously served by SUEZ Water West Milford)

TERRITORY
LIST OF MUNICIPALITIES

PASSAIC COUNTY

*West Milford

The entire development known as Bald Eagle Commons, Block 5301, Lot 21.01, Lot 21.03, Lot 21.04, Lot 21.05, Lot 21.06, Lot 21.07, Lot 21.08, Lot 21.09, Lot 21.10, Lot 21.11; and Block 5305; Lot 1, Lot 2, Lot 3 and Lot 4 the developments of Birch Hill, Greenbrook, Parkway, Awosting, Crescent Park, Olde Milford, Highview, Bald Eagle and Greenwood Lake in the Township of West Milford, New Jersey.

* Partially Served

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 14

STANDARD TERMS AND CONDITIONS

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

DEFINITIONS OF TERMS WATER AND WASTEWATER

- 1.1 "Company" means SUEZ WATER NEW JERSEY INC., a corporation of the State of New Jersey, having offices located at 461 From Road, Paramus, New Jersey 07652.
- 1.2 "Customer" means a person that is an end user, a customer of record, or both.
- 1.3 "Customer of Record" means the person that applies for utility service and is identified in the account of records of a public utility as the person responsible for payment of the public utility bill. A customer may or may not be an end-user.
- 1.4 "End-User" means a person who receives, uses or consumes water service. An end-user may also be a customer who receives wastewater service. An end-user may or may not be a customer of record.
- 1.5 "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.
- 1.6 "Premises" include the following:
 - (a) a house or building under one roof owned or leased by one customer, and occupied as one residence or one place of business.
 - (b) Each building within a combination of buildings owned or leased by one customer, in one common enclosure occupied by one customer as a residence or place of business.
 - (c) Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family, or one corporation or firm, as a residence or place of business.
 - (d) A public building.
 - (e) A single plot, such as a park, playground or cemetery.
 - (f) Each unit or apartment, within a residential or commercial condominium, co-operative or apartment development, including

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 15

STANDARD TERMS AND CONDITIONS

- garden-type apartments, which is adaptable to separate metering.
- (g) Each building, portion of a building or combination of buildings within a commercial or residential condominium, co-operative, or apartment development, including garden-type apartments, when individual units or apartments within such developments are not adaptable to separate metering
- (h) An apartment building is defined as a premises having a minimum of 20 (twenty) units.
- 1.7 "Residential Customer" means a customer who receives service from a regulated entity for residential use in a Premises as defined in Section 1.6 (a), (b), or (c).
- 1.8 "Sewer Service" includes all actions necessary to provide for the removal and disposal of wastewater from the customer's Premises.
- 1.9 "Tariff," as referred to herein, is this entire "Tariff for Water and Wastewater Service," as the same may be amended or revised from time to time.
- 1.10 "Water Service" includes all actions necessary to supply water to customers at their premises.

DEFINITIONS OF TERMS WATER

- 1.11 "Bulk Water Purchaser" is a customer who has a contract with the Company that establishes the specific terms and conditions for the Company's provision of Water Service.
- 1.12 "Check Valve" is an automatically operated valve designed to permit the flow of water in one direction only.
- 1.13 "Connecting Pipe" is the supply pipe connected to the service pipe at the Curb Stop and leading therefrom to the customer's premises. The Connecting Pipe is owned and maintained by the Customer.
- 1.14 "Curb Stop" is the fitting attached to the service pipe at the curb, for turning on and shutting off water in emergencies or for purposes of repair.
- 1.15 "Customer's Water System" means all water facilities from and including the Connecting Pipe that are owned and maintained by the Customer.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 16

STANDARD TERMS AND CONDITIONS

- 1.16 "Distribution Main" is a pipe which delivers water to the service pipes attached thereto to serve the premises of customers.
- 1.17 "Meter" is a device which registers the quantity of water supplied to the customer.
- 1.18 "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.
- 1.19 "Pressure Regulator" is a device which is placed in pipelines to maintain automatically a given working pressure on its outlet side regardless of the pressure on the inlet side.
- 1.20 "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.
- 1.21 "Radio Reading Device" is a device that collects a reading from the meter and transmits the reading to a collection/receiver device located in a vehicle that's being driven through a neighborhood. Alternatively, this same radio read can be transmitted to centrally located collectors and transferring that data to a central database for billing, troubleshooting, and analyzing.
- 1.22 "Remote Meter Reading Device" consists of an encoder register which attaches to the customer's water meter and which records and encodes the customer's water consumption for later transmission to a tamper-proof receptacle located on the outside of the customer's premises. Water consumption data is retrieved by inserting an electronic readout device into the receptacle.
- 1.23 "Service Pipe" is a supply pipe leading from the corporation stop at the main to the curb stop.
- 1.24 "Tap or Corporation Stop" is the fitting inserted in the distribution main to which the service pipe is attached. It is used for shutting off the water in case of repairs to the service pipe.
- 1.25 "Transmission Main" is a pipeline of large diameter (usually 16" and larger) which delivers water from the various pumping stations and distribution reservoirs to the distribution mains.
- 1.26 "Unapproved Source of Supply" is any water source or supply which is not a Public Community Water System as defined in law or regulation.
- 1.27 "Water Main Extension" is an addition to the existing system of transmission and distribution mains, constructed by the Company.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 17

STANDARD TERMS AND CONDITIONS

DEFINITIONS OF TERMS WASTEWATER

- 1.28 "Biochemical Oxygen Demand", denoted hereinafter as "B.O.D.", shall mean the quantity of oxygen utilized (demanded) in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days when incubated at 20°C.
- 1.29 "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from drainage pipes inside the walls of the building, terminating outside the face of the building wall at a clean out, or if no clean out exists, five (5) feet outside the face of the building wall from whence it becomes known as the building sewer. The Building Drain shall be the responsibility of and maintained by the customer.
- 1.30 "Building Sewer" shall mean the extension from the building drain to service line and/or other point of connection to the Company system. The Building Sewer shall be the responsibility of and be maintained by the customer.
- 1.31 "Collection Main" is a pipe which collects sewage from the service pipes which serve the premises of customers.
- 1.32 "Company Sewerage System" shall mean those sewers, pipes, manholes, pumping stations or other facilities of the Company used for collecting and conveying sewage.
- 1.33 "Garbage" shall mean solid wastes from domestic and commercial preparation, cooking, dispensing or marketing of food or food products and from the handling, storage and sale of produce.
- 1.34 "PH" shall mean the logarithm to the base ten of the reciprocal of the weight of hydrogen ions in moles per liter of solution.
- 1.35 "Properly Shredded Garbage" shall mean garbage that has been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in the sewerage system with no particle greater than one-half inch (1/2") in any dimension.
- 1.36 "Service Line" shall mean the extension from the Company collection system, usually to a clean out at the curb line, where it then connects to the Building Sewer. The Service Line shall be the responsibility of and be maintained by the Company. If there is no cleanout, the Company's responsibility ends at the curb line.
- 1.37 "Slug" shall mean the discharge of water, sewerage, or industrial waste which in concentration of any constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 18

STANDARD TERMS AND CONDITIONS

twenty-four hour flow or concentration under normal operating conditions.

- 1.38 "Suspended Solids" shall mean solids that either float on the surface of or are carried in suspension in water, sewage or industrial wastes, and which are removable by laboratory filtering.

APPLICATIONS FOR SERVICE

- 2.1 Application for water and/or wastewater service shall be in accordance with the following:
- (a) Application for water and/or wastewater service to a new building or to premises not previously supplied shall be made at the New Business Department of the Company, in person, by regular mail, facsimile transmission, electronic mail where available, or by telephone, by the owner, lessee or duly authorized agent. The applicant shall be required to sign a form provided by the Company which may be subsequently submitted to the customer. N.J.A.C. 14:3-3.2 (a)
 - (b) Application for water and/or wastewater service to premises previously supplied shall be made at the New Business Department of the Company, in person, by regular mail, facsimile transmission, electronic mail where available or by telephone, by the owner, lessee or duly authorized agent.
 - (c) A utility shall not place the name of a second individual on the account of a residential customer unless specifically requested by said second individual N.J.A.C. 14:3-3.2(b).
- 2.2 The Company shall provide or extend water service to applicants or customers connected to an unapproved source of supply, in accordance with the following:
- (a) All non-residential applicants or customers shall install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the applicant or customer upon request.
 - (b) Upon determination by the Company that a threat of contamination to the public water supply exists, residential applicants or customers shall be required to install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 19

STANDARD TERMS AND CONDITIONS

otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the customer or applicant upon request.

- 2.3 A utility shall advise a customer of the rate schedule most applicable to that customer and suggest a change in rate schedule, if and when appropriate N.J.A.C. 14:3-3.2(c). An applicant for water and/or wastewater 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 water and/or wastewater service for special purposes.
- 2.4 The Company may reject applications for water and/or wastewater 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 and/or wastewater service furnished at any previous or present location remains outstanding. However, the Company will accept applications in such situations if the customer agrees to a reasonable payment arrangement as set forth in N.J.A.C. 14:3-7.7.
- 2.5 Within two business days of receipt of the customer's application for utility service, or on a mutually agreed upon date, the Company shall initiate service except in those cases where the utility or customer must install or contract to install an extension to the structure where said service shall be received. N.J.A.C. 14:3-3.2(g). Applications for water and/or wastewater service are not transferable. Each new owner or occupant of the premises to be supplied is required to make an application for water and/or wastewater service as provided in Paragraph 2.1 of this Tariff.
- 2.6 A utility shall not require a social security number as a condition of service N.J.A.C. 14:3-3.2(h).

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 20

STANDARD TERMS AND CONDITIONS

- 2.7 Except as authorized by the Company, a customer shall not provide water service to others through the meter located in his premises, or use water at any premises not designated in the application.
- 2.8 If application is made for the supply of water for building construction purposes, the Company shall have the options of providing metered or unmetered service. If metered, the water used shall be billed at the rates applicable to General Metered Service set forth in Rate Schedule No. 1 of this Tariff. If unmetered, the water used shall be billed at the rates applicable to Building Construction Service set forth in Rate Schedule No. 11 of this Tariff.
- 2.9 Application may be made for a new connection and service pipe through which water and/or wastewater service is not immediately desired or desired for temporary use. Upon making the application the customer shall enter into a special form of agreement with the Company, which provides that the customer shall bear the entire expense of making the connection but shall be entitled to a refund of the cost of installing the service line from the main to the curb, including the curb stop, whenever permanent regular service is begun within ten years from the date of installation of the connection.
- 2.10 The Company, where necessary, will make application for any street or highway opening permits for installing service connections and shall not be required to furnish water and/or wastewater service until a reasonable time after such permits are granted. Any charge for permission to open the street or highway for installing facilities which is imposed by a municipality or other governmental agency controlling the street or highway shall be paid by the party desiring water service.
- 2.11 The Company will provide service to premises owned in whole or in part by a condominium association under the following terms and conditions:
- (a) Whenever practicable, a separate meter would be installed on each condominium "unit" as such term is defined in the Condominium Act of New Jersey. Upon determination by the Company that condominium units cannot be separately metered, water service shall be provided through a separate meter for each building, or portion thereof or combination of buildings.
 - (b) Where water service to condominiums will be provided through separate meters for each condominium unit, a separate meter or separate meters shall be provided for the common elements as such term is defined in the Condominium Act of New Jersey.
 - (c) Applications for water and/or wastewater service to condominium units which are separately metered shall be made by the unit owners. Application for water and/or wastewater service to condominium units which are not

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 21

STANDARD TERMS AND CONDITIONS

separately metered and applications for water service to the common elements shall be made by the condominium association.

- (d) Each condominium association will be held liable, as customer of record, for all charges for water and/or wastewater services to the common elements, and where individual condominium units cannot be separately metered, for all water and/or wastewater service rendered to such condominium association and its unit owners.
- (e) Each condominium association or unit owner making application for service shall be responsible for the maintenance and repair of any facilities installed which do not become the property of the Company.

2.13 Where water for billing of sewerage service to condominiums will be provided through separate meters for each condominium unit, a separate meter or separate meters shall be provided for the common elements as such term is defined in the Condominium Act of New Jersey.

3. CUSTOMERS' DEPOSITS

3.1 Deposits may be required under the following circumstances:

- (a) Deposits may be required where applicants for water service have not established their credit. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increased by one month's estimated average bill.
- (b) Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increased by one month's estimated average bill. Service may be discontinued for failure to make such deposit, after proper notice.
- (c) Deposits will be required to guarantee the payment for metered water used for construction purposes where no advance payments have been made. These deposits will be based upon the sum of the cost of the meter, the estimated amount of water which may be used during construction, the facilities charge times the number of months being requested and a calibration restocking fee. When the meter is returned to the Company in good condition, the outstanding deposit will be refunded with interest due, less any amount due for unpaid bills.

3.2 If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and will require that the deposit be restored to its original amount.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 22

STANDARD TERMS AND CONDITIONS

- 3.3 The Company will furnish a deposit receipt to each customer who has made a deposit. Customers will be required to surrender the deposit receipt upon return of their deposits. If the receipt cannot be produced, a written agreement, to indemnify the Company against any claim arising from failure to surrender the original receipt, may be required.
- 3.4 The Company will review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years. If this review indicates that the customer has established credit satisfactory to the Company, the outstanding deposit will be refunded to the customer N.J.A.C. 14:3-3.5(a).
- 3.5 Simple interest on all deposits held by the Company pursuant to Paragraph 3.1 of this Tariff will accrue at the current rate prescribed by the Board of Public Utilities. Interest payments will be made at least once during the 12 month period in which a deposit is held. N.J.A.C. 14:3-3.5(d).
- 3.6 Upon closing a customer's account, the balance of any deposit remaining with the Company shall be applied to the customer's account and any credit balance will be returned to the customer with interest due. N.J.A.C. 14:3-3.5 (b)
- 3.7 If the utility refunds a deposit in cash, the utility shall accept the receipt for the deposit, or proof of the customer's identity, as proof of entitlement to the deposit. N.J.A.C. 14:3.5(C)
- When a utility refunds a deposit or pays a customer interest on a deposit, the utility shall offer the customer the option of a credit to the customer's account or a separate check. In either case, the utility shall provide the full refund or payment within one billing period after the review required under N.J.A.C.14:3-3.5(a) above is completed, or after the interest payment is due, as applicable, unless other reasonable arrangements are made between the customer and the utility. N.J.A.C. 14:3-3.5(h).
- 3.8 Good credit is established when the customer pays the bills rendered within 30 days of receipt of the bill. This is only applicable to the deposit section and does not impair the Company's right to also take collection action in accordance with the Board of Public Utilities Rules. Credit will not be impaired for disputing a bill.

4. WATER AND WASTEWATER MAIN EXTENSIONS

- 4.1 Applications for main extensions shall be made in person, by facsimile, online or by mail, at the New Business Department of the Company. Upon receipt of such application, complete with all forms, the Company will make a survey and advise the applicant as to the most suitable plan for installing the proposed main extension and the probable cost to the applicant.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 23

STANDARD TERMS AND CONDITIONS

- 4.2 Distribution and/or collection mains will be extended only in public streets or highways provided that the consent of the public body responsible for the repair and maintenance of such streets or highways is first obtained, or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority. The Company will require an easement in cases where the streets or highways have not yet been accepted. In no case, however, will distribution and/or collection mains be installed until streets or highways have been rough graded to an established and approved grade.
- 4.3 Main extensions will be installed and deposits will be required pursuant to agreements between the Company and the applicant.
- 4.4 Each main extension shall become part of the distribution system or collection system of the Company and shall be owned, maintained and controlled by the Company.
- 4.5 The Company will extend service in accordance with all applicable laws of the State and Board of Public Utilities regulations and orders including but not limited to those regulations contained in N.J.A.C. 14:3-1, N.J.A.C. 14:3-6, and N.J.A.C. 14:3-8.

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 2.9 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.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 24

STANDARD TERMS AND CONDITIONS

- 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 a sewer pipe, gas pipe, electric conduit or any other facility; nor within three feet of any open excavation or vault.
- 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 customer can be supplied through independent piping and a separate meter.
- 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 smaller size meter without charge; provided such service is established on a permanent basis.
- 5.9 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.
- 5.10 There shall be a stop and waste cock placed on the connecting pipe, inside the wall line of the building supplied, and so located as to drain all of the pipes in the building, 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. Proper drainage of the discharge from the stop and waste valve will be

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 28

STANDARD TERMS AND CONDITIONS

and/or wastewater service until such time as the leak is repaired and the customer pays the Company the restoration of service charge as specified on Rate Schedule No. 12.

- 7.11 It is the customers responsibility to properly maintain valves utilized for change out/testing of the Company's meter. In the event valves are inoperable preventing meter change out/testing, the customer shall have a licensed plumber complete the necessary repairs to place valves in operating condition. After a reasonable time and upon providing customer notification pursuant to N.J.A.C. 14:3-3A.1(d), if the customer does not complete necessary repairs, water service shall be turned off until repairs are made and meter change has occurred.

8. PRIVATE FIRE PROTECTION SERVICE

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

- (a) Customers are required to make separate written application for private fire protection service, whether for a metered service connection or for unmetered service through fire hydrants owned and maintained by the Company or customer, and to enter into a written agreement with the Company. Service for hydrants owned by the customer shall be metered. In addition to the charges found on Rate Schedule No. 5 if the water is used through this connection, that usage will be billed at the consumption charge found on Rate Schedule No. 1.
- (b) Applications for private fire protection service to condominiums shall be made by the condominium association.
- (c) As a condition to providing fire protection service, the Company requires all applicants to install (1) an "approved physical connection installation," as defined by and in accordance with the regulations of the New Jersey Department of Environmental Protection and the Company's Cross Control Connection Program 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.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 25

STANDARD TERMS AND CONDITIONS

provided by the customer. A suitable air gap will be provided between the stop and waste valve and the drain.

5.11 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.

5.12 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. In the event that the customer reconfigures property whereby a curb stop is located in a driveway, any damage will be the responsibility of the customer.

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 3/4-inch. The connecting pipe shall be installed by a licensed plumber or other approved mechanic and shall be installed without sharp bends, at right angles to the line of the street, in a trench not less than four feet in depth, to avoid damage and possible interruption to service caused by freezing. Other utility service pipes, such as sewer, gas or electric shall not be installed in the same trench. No attachment shall be made to the service or connecting pipe, or any branch thereof, between the meter and the main.

The Building Sewer shall be a minimum of 4" in diameter and it shall be installed at a minimum slope of 2%.

Where the Connecting Pipe or Building Sewer is composed of an approved non-metallic material, tracer wire is to be laid in same trench and installed in such a manner as to allow the Connecting Pipe or Building Sewer to be traced without loss or deterioration of signal.

6.3 The Company reserves the right to inspect the installation prior to backfilling the trench and to withhold 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.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 26

STANDARD TERMS AND CONDITIONS

- 6.4 The customer shall make all changes in the connecting pipe due to changes in grade, relocation of mains, or other causes, at his expense; provided, however, that if the need for such change in the connecting pipe arises solely as a result of a decision by the Company to relocate mains, the Company shall be responsible for the cost of making such change.
- 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.

CUSTOMERS' PREMISES

- 7.1 All piping within the customer's premises must be at a sufficient depth to prevent freezing and shall otherwise comply with the regulations of the Company and with Federal, State, municipal and other regulations, in force with respect thereto. The Company may refuse to provide water and/or wastewater service to any customer whose piping system is not installed in accordance with the above.
- 7.2 The Company shall have the right of reasonable access to a customer's premises and to all property supplied by it, at reasonable times, for the purpose of inspection incident to the rendering of service, reading meters, or inspecting, testing or repairing its facilities used in connection with supplying service, or for the removal of its property.
- 7.3 The customer shall obtain or cause to be obtained, all permits, consents and certificates necessary to give the Company access to its facilities.
- 7.4 The customer shall not permit access to the meter or other facilities of the Company to anyone except authorized employees of the Company or duly authorized State regulatory officials.
- 7.5 In case of defective service, the customer shall not tamper or interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately.
- 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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 27

STANDARD TERMS AND CONDITIONS

Protection, by following that Department's permit application procedure. All connections shall comply with SUEZ Water's approved NJDEP Cross Connection Control Program. Installation, operation and maintenance of authorized physical connections shall be in accordance with the following:

- (a) All authorized connections and associated hardware, including, but not limited to, a double check valve assembly or a reduced pressure zone backflow preventer assembly as defined in the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall be purchased, owned, installed and maintained solely at the customer's expense and at no expense to the Company.
 - (b) Customers with authorized connections who meet the criteria of the NJDEP approved Cross Control Program, shall maintain all records required by law or regulation and shall upon request make the same available for inspection to authorized Company representatives.
 - (c) Dual water supply customers who are interconnected in violation of law, those customers holding valid physical connection permits who fail to have said permits renewed in accordance with the provisions of this Tariff or applicable laws and regulations, and those customers holding valid permits who fail to comply with all legal requirements and procedures with respect to the installation, operation and maintenance of "approved physical connection installations," including but not limited to the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall have their water service discontinued in accordance with Paragraph 12.1- (c)(9) of this Tariff.
- 7.7 In any premises where an auxiliary water source is available, the customer shall be responsible for marking the pipes carrying water from the mains of the Company in some distinctive manner for ready identification.
- 7.8 If a water pressure reducing valve is required, it should be installed between the inlet stop valve and the meter.
- 7.9 If a premises is to remain unoccupied for an indefinite period, it is the customer's responsibility to drain the interior plumbing to avoid damage to pipes and fixtures. When requested, the Company will suspend service to unoccupied premises temporarily by shutting off the water at the curb and removing the meter. The charge for resetting the meter when service is restored to the customer who made the request is specified on Rate Schedule No. 12. There is no charge for resetting the meter for new customers.
- 7.10 When leakage occurs on pipes and facilities owned by the customer, the customer shall make the necessary repairs without delay. If the customer fails to make said repairs with a reasonable time, the Company reserves the right to discontinue water

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 29

STANDARD TERMS AND CONDITIONS

- (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, separate service pipes are required for customers desiring metered private fire protection service to supply sprinkler heads, hose connections, fire hydrants or any other type of fire protection system.
- (e) Private fire protection service lines for metered service should be equipped with special meters and should be used exclusively for fire protection purposes. If the water is used through this connection for uses other than fire suppression, that usage will be billed at the consumption charge found on Rate Schedule No. 1. The service pipe shall be comparable in size to the meter.
- (f) As an additional condition to providing fire protection service, the Company requires the applicant to supply: (1) the name and address of the insurance company that provides the applicant with fire protection insurance for the property listed on the application; and (2) the policy number under which the fire protection is being provided, in accordance 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 accordance 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 testing of any fire protection connection and shall be give the opportunity to witness said test. Leaks not repaired in a timely manner and/or the use of private fire protection for other reasons will result in termination of service upon providing customer notification pursuant to N.J.A.C. 14:3-3A.1(d).

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

- (a) The charge for private fire protection service is based on the size of the service and shall be in accordance with Rate Schedule No. 5. 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 (3,000 gallons) 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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 30

STANDARD TERMS AND CONDITIONS

water used solely for such purposes. Water used for any other purpose, however, shall be billed in accordance with the consumption charges shown on Rate Schedule No. 1. If requested by the Company, the customer will be required to furnish the Company with information as to the use of water for said fire extinguishing or testing purposes.

- (b) The charge for private fire protection service through hydrants owned by the Company or Customer on Rate Schedule No. 5 of this Tariff and is based on the number of hydrants installed by the Company. If the water is used through this connection, for uses other than fire suppression, that usage will be billed at the consumption charge found on Rate Schedule No. 1.

Applicable only to Service Area No. 2 (the former SUEZ Water Toms River Inc.) the rate charged based on service opening size installed to the company owned main is applicable to all new connections after May 1, 2013. For connections made prior to May 1, 2013, customers will continue to be billed in the same manner as they had previously been billed.

- (c) Bills for private fire protection service shall be rendered monthly.
- (d) Private fire protection shall not be charged for service to private fire hydrants supplied after a master meter on a multi-use service. A master meter on a multi-use service will be billed pursuant to Rate Schedule No. 1.

- 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. 5. 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 Authorized representatives of the Company shall have the right to inspect all fire protection facilities on a customer's premises at reasonable hours. The inspection or non-rejection of the customer's fire protection facilities by the Company shall not be deemed as a guarantee or an assumption or responsibility as to the adequacy of such fire protection facilities for the purpose of extinguishing fires.

MULTI-USE SERVICE

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 31

STANDARD TERMS AND CONDITIONS

- 8.6 The Company shall provide multi-use service to a customer or builder upon request unless the Company can show good cause to refuse to supply a multi-use service.
- 8.7 By applying for multi-use service, the customer or builder certifies, in addition to the applicable requirements for Private Fire Protection Service, the following:
- (a) The customer or builder has hydraulically calculated the demand for the customer's or builder's water system based on the simultaneous domestic demand and fire sprinkler demand. The customer or builder shall make this calculation in accordance with the Uniform Construction Code.
 - (b) The customer or builder will ensure that the system is installed in accordance with the Uniform Construction Code at N.J.A.C. 5:23.
 - (c) The customer will, prior to installation of the meter, obtain a construction permit in accordance with the Uniform Construction Code from the enforcing agency having jurisdiction over the system.
 - (d) By applying for multi-use service, the customer agrees to be responsible for all claims, costs, and liability for personal injury, death and/or property damage resulting from the customer's individual water system, unless caused by negligence of the water utility
- 8.8 By applying for multi-use service, and operating the same, the customer agrees:
- (a) To include a backflow prevention device(s) as defined at N.J.A.C. 7:10-1.3 and as specified at N.J.A.C. 7:10-10.3.
 - (b) To be solely responsible for all costs and expense relating to the installation, operation, maintenance, repair and replacement of the customer's water system including the fire suppression system and backflow prevention devices(s).
 - (c) To ensure the customer's water system complies with the applicable requirements of the Uniform Construction Code in effect at the time of system installation, including any applicable building, plumbing, and fire protection subcodes.
 - (d) To ensure that the customer's water system is maintained in accordance with all applicable law so as to protect against backflow, back-siphonage and contamination of the potable water system.
 - (e) A water utility may terminate a customer's multi-use service for non-payment of a valid water bill for multi-use service, in accordance with the Board's rules governing discontinuance of service at N.J.A.C. 14:3-3.A.4(j).

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 32

STANDARD TERMS AND CONDITIONS

- (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.

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 accordance 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 accordance with N.J.A.C. 14:3-3.2. 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. 6 set forth in this Tariff.

9.3 Municipal departments should promptly inform the Company of any hydrant which has been used, or is leaking, or in need of attention so that such hydrant may be placed in readiness for instant operation.

9.4 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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 33

STANDARD TERMS AND CONDITIONS

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 plus cost for any water used and the actual cost for the repair of any damages to the Company's property resulting there from.

- 9.5 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 on Rate Schedule 11 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.

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 any guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.

Meters installed indoors shall be located in a clean, dry, safe place not subject to great variations in temperature, at or near the front wall as close as possible to the point of entrance of the connecting pipe. Meters shall be on a support which is free from appreciable vibration and shall be supported firmly, not less than 18 inches nor more than 36 inches above the level of the floor. For lock-wing meter set ups, the metering manifold must be set at a minimum of 12 inches above the level of the floor and a maximum of 42 inches above the level of the floor. The location shall be such as to be easily accessible, with a minimum of inconvenience to the customer or to the

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 34

STANDARD TERMS AND CONDITIONS

Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs. N.J.A.C. 14:3-4.2 (b) and (c).

- (b) When the Company requires that meters shall be installed outside of a building, the meter shall be placed in a convenient meter box or above-ground meter structure, often referred to as the meter housing. An above-ground meter structure is required to house meters for services greater than or equal to 2". New meter vaults are not permitted unless approved by the Company. The meter housing shall be located in an accessible place away from terraces, fences, paved areas, other structures or any location which would create a hazard to vehicles, pedestrians or Company personnel accessing the meters. The meter housing shall be frost-proof and either well drained or watertight and shall be provided with a strong cover fastened with a convenient locking device. The cover shall be kept clear of snow, ice, dirt or any other objects which might prevent easy access for reading, inspecting, testing, changing and making necessary adjustments or repairs of the meter. This installation is subject to the approval of the Company. The cost of installing and maintaining the meter housing is the responsibility of the customer. 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.
- (c) If the meter housing is to be installed upon property which is not owned or controlled by the customer, the Company will require that the customer obtain an easement or, where an easement cannot be obtained, the written consent of the owner of the property on which the meter housing will be installed.
- (d) The location of the meter and the arrangement of the fittings to be supplied by the Company and pipe shall be subject to inspection and approval by the Company. A gate valve, or ball valve for 2" and smaller, 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 2.11 of this Tariff and it becomes necessary (1) to house the meter of one customer or the meters of several customers on one customer's property; or (2) to house the meters of several customers in a common area whether inside or outside of a building, the Company will require that provision for such a meter housing arrangement be contained in the declaration of the condominium association or deed conveying the unit to the customer on whose property the meters will be located. As well as

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 35

STANDARD TERMS AND CONDITIONS

indication of the associated premises to each meter.

- (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 ½" 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, which may include a meter interface unit (MIU), shall be installed in accordance with the following terms and conditions:
- (a) Remote meter reading devices will be installed by the Company at the customer's premises at the Company's expense.
 - (b) The remote meter reading device and all parts and portions thereof shall be and remain the sole property of the Company shall be maintained by the Company insofar as ordinary wear and tear is concerned. The customer will be responsible for the cost of repair due to damage, other than ordinary wear and tear. The charge for such repair shall not exceed the cost of a new device plus installation costs.
 - (c) For all new construction, provisions shall be made by the owner to allow for the Company to install reading devices on the exterior of structures.
- 10.4 Those customers to whom access to the premises cannot be secured shall be provided the opportunity, upon request, to transmit meter reading information to the Company over the telephone or through the use of postage paid business reply card supplied by the Company in accordance with the regulations of the Board of Public Utilities N.J.A.C. 14:3-7.2(e)2.
- 10.5 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. 12. The customer is responsible for removing air from the line after a meter change by the Company.
- 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

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 36

STANDARD TERMS AND CONDITIONS

ascertained by periodic meter readings, shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering inaccurately in excess of actual use by more than one and one-half percent or has ceased to register. When the accuracy of a meter is questioned, the Company will test it upon request, preferably in the presence of the customer. No charge will be made for such test, provided that the customer has not made a request for a test within a period of twelve months prior to such request N.J.A.C. 14:3-4.5(a). If a test is requested at an interval of less than 12 months, a charge will be made for each such test as specified on Rate Schedule No. 12 unless the meter is found to be inaccurate to the disadvantage of the customer. If a customer has a complaint filed with the Board reflecting on the accuracy or performance of the meter, the utility shall not remove the customer's meter from service during the pendency of said complaint, or during the 30 days following the Board's decision on the complaint, unless otherwise authorized by the Board's staff. N.J.A.C. 14:3-4.8. A report giving the results of such tests shall be made to the customer. When a billing dispute is known to exist and a decision has been made to test the meter, in accordance with N.J.A.C. 14:3-4.5, the customer may have the meter tested by the Company or may have the Board of Public Utilities either conduct a test of the meter or witness a testing of the meter by the Company or have the test witnessed by a third party N.J.A.C. 14:3-4.5(c). If a meter, upon testing, is found to register within the prescribed limits of accuracy, the Company reserves the right to reset the same meter in the premises from which it was removed.

- 10.7 As permitted by the regulations of the Board of Public Utilities, the Company may estimate meter readings where the meter has ceased to register or where access to the meter cannot be obtained.
- 10.8 If a meter is found to be registering fast in excess of more than 1-1/2%, an adjustment of charges will be made in accordance with the regulations of the Board of Public Utilities. N.J.A.C. 14:3-4.6
- 10.9 Bills are based on water passing through the meter. If a customer observes an unusual increase over the average quantity of water used which cannot be accounted for, he should inform the Company immediately.
- 10.10 The Company will not charge for replacing a meter at the request of the customer, unless the meter has been in use for less than two years, in which case a charge may be made in accordance with Rate Schedule No. 12. 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.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President.
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 37

STANDARD TERMS AND CONDITIONS

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

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 38

STANDARD TERMS AND CONDITIONS

said notice, the utility shall discontinue service or obtain a meter reading for the purpose of calculating a final bill. Where such notice is not received by the utility, the customer shall be liable for service until the final reading of the meter is taken. No allowance will be made in cases where the customer does not occupy the premises unless the Company is notified in writing in the manner stated above. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate. N.J.A.C. 14:3-3A.1(b).

- 11.8 The Company shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party, as well as to the customer N.J.A.C. 14:3-3A.4(b). However, this accommodation will in no way relieve the customer of record of the responsibility of paying such charges. The customer of record shall receive a copy of any notice of discontinuance for non-payment of bills, which is sent to an agent or a third party.
- 11.9 The Company may discontinue service to a customer for non-payment of bills in accordance with the regulations of the Board of Public Utilities N.J.A.C. 14:3-3A.3. Where water and/or wastewater service is discontinued for non-payment of bills, service will not be resumed until payment or satisfactory arrangements for payment have been made.
- 11.10 Service may be restored if directed by the Board of Public Utilities when there is a dispute or if a medical emergency is known to exist.
- 11.11 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in accordance with Paragraph 3.1 (b) of this Tariff. If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and may require that the deposit be restored to its original amount N.J.A.C. 14:3-3.4.
- 11.12 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 pursuant to Rate Schedule 12.
- 11.13 In cases of fraud or when the Company reasonably believes that the customer is preparing to vacate the premises serviced, an immediate payment for all services rendered will be required. In cases of bankruptcy where the Company is a listed creditor, the Company may require the customer or trustee in bankruptcy to furnish it with adequate assurances of payment in accordance with the Bankruptcy Code.
- 11.14 The Company will offer residential customers at least twice annually the option to pay their bill on a monthly budgeted basis via bill message or bill insert. The budget plan year will be a 12-month timeframe. If a customer is a new customer with little or no prior history of utility use, the monthly budget amount shall be determined using a reasonable estimate of likely usage. N.J.A.C. 14:3-7.5(f). The monthly

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 39

STANDARD TERMS AND CONDITIONS

budget amount will be reviewed against the actual usage charges at the midpoint of the plan year and adjusted up or down if necessary. The Company will notify the customer of any change in the budget-billing amount by bill message prior to the change. Any balance (credit or debit) remaining at the end of the budget plan year will be trued up and either a refund or bill will be sent to the customer. If the customer opts out of the budget billing, payment of the total charges incurred to date will be due immediately, or credit applied to the account. The plan bill shall contain the information required by N.J.A.C. 14:3-7.2. The plan bill shall show the monthly budget amount, budget balance and, when feasible, the budget billing to date and the actual cost of service rendered billing to date. A customer may go off a plan at any time, in which event the customer shall pay the amount owed for service rendered or, in the alternative, agree to a stipulated payment agreement according to N.J.A.C. 14:3-7.7.

12. DISCONTINUANCE OF SERVICE

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

- (a) For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system.
- (b) For compliance in good faith with any governmental order or directive, regardless of whether such order or directive subsequently may be held to be invalid.
- (c) For any of the following acts or omissions on the part of the customer:
 - (1) Non-payment of any valid bill due for service furnished at any present or previous location in accordance with N.J.A.C. 14:3-3A.2. However, non-payment for business service shall not be a reason for discontinuance of a customer's residential service except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8.
 - (2) Connecting to or disconnecting the meter or in any way tampering or interfering with the meter or remote meter reading device, or tampering with any other facility of the Company without permission.
 - (3) Fraudulent representation in relation to the use of service.
 - (4) Moving from the premises, unless the Company is notified that service be continued.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 40

STANDARD TERMS AND CONDITIONS

- (5) Providing water and/or wastewater service to others without the approval of the Company.
- (6) Failure to make or increase an advance payment or deposit as provided in this Tariff.
- (7) Refusal to contract for service where such contract is required.
- (8) Connecting or operating any piping or other facility on the customer's premises in such manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective.
- (9) Failure to remove any non-conforming temporary or permanent physical connection or interconnection to any unapproved source of supply. A non-conforming connection or interconnection is one which does not conform to Paragraph 7.6 of this Tariff.
- (10) Maintenance of any water outlet improperly protected against backflow or back-siphonage.
- (11) Willful waste of water through improper or imperfect pipes, fixtures or otherwise.
- (12) Failure to maintain, in good order, connecting pipes, connections and fixtures owned by the customer, as required by this tariff or any law or regulation. Failure to install or maintain, in good order, backflow prevention devices, or approved physical connection installations as required under this Tariff or any law or regulation.
- (13) Failure or neglect of the customer to connect to a service pipe which has been relocated by the Company at the request of the customer.
- (14) Failure to properly construct and maintain meter housings.
- (15) Failure to comply with the standard terms and conditions contained in this Tariff or because of violation of any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.
- (16) Where the condition of the customer's installation presents a hazard to life or property.
- (17) When the customer discharges into the wastewater system, the following, but not limited to: roof runoff, swimming pool water, sub-

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 41

STANDARD TERMS AND CONDITIONS

surface drainage, foundation or basement sump drainage, uncontaminated cooling water or unpolluted industrial process water.

- (d) For refusal to allow reasonable access to the customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance or removal of the Company's property. The Company shall provide reasonable notice to the customer, to the extent reasonably possible. N.J.A.C. 14:3-3A.1(a)5i; and N.J.A.C. 14:3-3A.1(d).
- (e) Discontinuance of residential service for nonpayment is prohibited for up to 60 days if a medical emergency exists within the residential premises which would be aggravated by a discontinuance of service N.J.A.C. 14:3-3A.2(i). The Board may extend the 60 day period for good cause. The customer shall request such an extension from the Board Staff in writing N.J.A.C. 14:3-3A.2(j). The request shall be accompanied by an updated physician's note that meets the requirements specified in N.J.A.C. 14:3-3A.2(i)
- (f) When the Company estimates an account for four consecutive billing periods (where billings are monthly) or two consecutive billing periods (where billings are quarterly), the Company will initiate a program to mail a notice marked "Important Notice" to the customer on the fifth and seventh months explaining that a meter reading must be obtained and the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted including, but not limited to, offering to schedule meter readings for evenings and on weekends, the Company may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board of Public Utilities has been so notified and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the Company may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for non-payment N.J.A.C. 14:3-7.2(e) 3.
- (g) Where a private or public fire protection customer or municipality responds to a Company request for information about fire protection insurance and where there is a misrepresentation with regard to the information supplied pursuant to Section 8.1 (f) and (g) and 9.1 (d) and (e) of this Tariff, the customer will be given notice of discontinuance. Such notice will allow the customer sufficient time for the opportunity to supply the information, or correct the discrepancy, prior to discontinuance of fire protection service. N.J.A.C. 14:3-3A.1(d). Check N.J.A.C. 14:3-7.12.

12.2 Where the landlord-tenant relationship exists at residential premises being served, the Company, for the reasons set forth in Paragraph 12.1 of this Tariff, may discontinue service in accordance with the regulations of the Board of Public

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 42

STANDARD TERMS AND CONDITIONS

Utilities applicable to discontinuance of residential service to tenants N.J.A.C. 14:3-3A.6(c).

- 12.3 Water and/or Wastewater Service shall be restored within 12 hours upon proper application when the conditions under which such service was discontinued are corrected and payment of all charges due is received at the Company or at an authorized payment center, and the Company has received notice of the payment. N.J.A.C. 14:3-3A.9. Conditions of service may include a reasonable deferred payment plan and restoration shall not be contingent upon any unbilled service or charges.
- 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 \$500, or the actual cost incurred by the Company to excavate and physically disconnect and reconnect the service, whichever is more, will be made.
- 12.7 A customer wishing to discontinue service must give notice to that effect. Within 48 hours of said notice, the Company shall discontinue service or obtain a meter reading for the purpose of calculating a final bill. N.J.A.C. 14:3-3A.1-5.(c). Where such notice is not received by the utility, the customer shall be liable for service until the final reading of the meter is taken. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate.
- 12.8 The Company shall not discontinue residential service except between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday, unless there is a safety related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, Sundays or on the day before a holiday or on a holiday, absent

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 43

STANDARD TERMS AND CONDITIONS

such emergency.

13. LAWN SPRINKLER AND IRRIGATION SYSTEMS

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

14. GENERAL RULES

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 44

STANDARD TERMS AND CONDITIONS

- 14.4 As necessity may arise in case of a break, emergency, or other unavoidable causes, the Company shall have the right to temporarily cut off the water supply in order to make the necessary repairs, connections, etc., but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In no case will the Company be liable for any damage or inconvenience suffered by the customer, nor in any case for any claim against it for interruption of service, including incurred cost for fire watches, lessening of supply, inadequate pressures, poor quality of water, or any other service, lessening of supply, inadequate pressure, poor quality of water, or any other cause beyond its control. The Company may restrict or regulate the quantity of water used by customers in case of scarcity, or whenever the public welfare may require it. The Company does not undertake to render any special service or maintain any fixed pressure. All customers requiring an uninterrupted supply or a uniform pressure of water for steam boilers, hot water or other apparatus, or for any other purpose, shall provide their own means of obtaining such service.
- 14.5 When the supply of water is to be shut off temporarily or curtailed, a notice stating the purpose and probable duration of the shutoff or curtailment will, whenever practicable, be given to all affected customers. Planned interruptions for operating reasons shall be preceded by reasonable notice to all affected customers, and the work shall be planned so as to minimize customer inconvenience.
- 14.6 The Company does not undertake to supply any uniform quality of water for special purposes, such as manufacturing or processing plants, laboratories, swimming pools bleaching or dyeing plants or laundries. Customers requiring water of special quality, or water at all times free from discoloration or turbidity, shall provide their own means of filtering the water or such other protection as may be deemed necessary for the purposes required.
- 14.7 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.
- 14.8 Except as to the liability, if any, imposed by law, the Company will not assume responsibility for any injury, casualty, or damage resulting from the supply, or use of water and/or wastewater service, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.
- 14.9 Unless authorized by the Company, no person is permitted to turn the water on or off at any street valve, corporation stop and curb stop, or other street connection, or tamper with, disconnect or remove, any meter or other device without the consent of the Company.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07662

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 45

STANDARD TERMS AND CONDITIONS

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

- 14.10 No agent, representative or employee of the Company has authority to modify any provision contained in this Tariff or to bind the Company by any promise or representation contrary thereto.
- 14.11 Resale by a customer, except by a duly authorized water utility, of water service supplied by the Company is prohibited.
- 14.12 This Tariff is made a part of all agreements for the supply of water and/or wastewater service unless specifically modified in a particular Rate Schedule.
- 14.13 The Company reserves the right to terminate, change, revise or supplement this Tariff, to the extent permitted by law, or permitted by the applicable regulations of the Board of Public Utilities or other state regulatory body having jurisdiction.
- 14.14 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.
- 14.15 Where these terms and conditions are in conflict with any regulations promulgated by the Board of Public Utilities, the regulations of the Board shall prevail.
15. EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY
- 15.1 Discontinuance of service for failure to comply with use restrictions.

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

- (a) Connecting or operating any piping or other facility, including, but not limited to, lawn sprinkling on the customer's premises in such a manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective; or

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 46

STANDARD TERMS AND CONDITIONS

- (b) Continuing waste of water by customers after notice from the utility through improper or imperfect pipes, fixtures, or failure to comply with restrictions; or
 - (c) Failure to comply with the standard terms and conditions contained in this Tariff or failure to comply with any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.
- 15.2 Water service shall be restored when the conditions under which such service was discontinued, as specified above, are corrected and upon the payment of the SPECIAL RESTORATION OF SERVICE CHARGE of \$100.00 for each restoration.
- 15.3 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, because of emergencies beyond the control of the Company, including governmental mandate, service is interrupted, irregular, defective or fails, the Company will not be liable for damage or inconvenience resulting therefrom. In the event of an extraordinary demand and/or diminished supply, the Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a newspaper of general circulation in the utility service area. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other Sections of this tariff.
- 15.4 The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and the Board by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.7(l) within one week. Thereafter, the utility shall provide weekly reports for the duration of the emergency.
- 15.5 When the supply of water to individual customers is to be shut off or curtailed for failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise its customers by placing a doortag on the front door of the home of the individual(s) in violation of the restrictions, at least twenty-four (24) hours prior to discontinuance or curtailment, or by giving another form of notice acceptable to the Board including reverse 911. The Company will advise business and commercial customers, in writing, by mailing a notice to the customers' billing address. In the case of doortags, they shall be sequentially numbered and include the date, time and nature of the violation and the procedure for restoration of service. All such notices shall be accounted for by the utility.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 47

STANDARD TERMS AND CONDITIONS

SPECIAL REQUIREMENTS RELATING TO SEWER SERVICE

- 16.1 Separate and independent service lines shall be installed for each customer when practicable.
- 16.2 Upon making service connections, the tapping of the collection main and clean outs, the service line from main to curb shall be furnished by the Company or its agent at its expense.
- 16.3 No customer shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, swimming pool water, sub-surface drainage, foundation or basement sump drainage, uncontaminated cooling water or unpolluted industrial process water.
- 16.4 No customer shall discharge or cause to be discharged the following described substances, materials, waters, or wastes without the prior written approval of the Company. Such wastes can harm the sewerage system or treatment process and/or equipment, have an adverse effect upon the receiving stream for the treated sewage, or can otherwise endanger life, limb or private property or create a nuisance. In forming the opinions as to whether or not to permit the discharge, the Company will consider the effect upon receiving sewers, as well as the conditions placed upon the Company by any local, state or federal regulations.
- 16.5 The Company reserves the right upon completion of its findings to:
- (a) Reject the wastes.
 - (b) Require pretreatment to an acceptable condition for discharge.
 - (c) Require flow equalization.
- 16.6 In the event pretreatment or flow equalization is required, the facilities shall be subject to approval of the Company and operation of said facilities shall be subject to inspection by the Company. Monitoring and/or sampling equipment shall be installed and operated by the customer as deemed necessary by the Company to ascertain proper operation of the pretreatment facilities.
- 16.7 The wastes requiring written approval are:
- (a) Any liquid or vapor having a temperature in excess of 150° F.
 - (b) Any waters or waste waters containing phenols.
 - (c) Any waters or wastes having a pH in excess of 9.5.

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 48

STANDARD TERMS AND CONDITIONS

- (d) Any water containing unusual concentrations of inert suspended solids such as, but not limited to, diatomaceous earth, lime and lime slurries or of dissolved solids such as, but not limited to, sodium chloride or sodium sulfate.
 - (e) Any water or waste water containing excessive discoloration.
 - (f) Waste water having unusual "B.O.D." concentration, suspended solids concentration or high chlorine demand in such quantities as to constitute a significant load on the treatment plant.
 - (g) Unusual volume of flow or concentrations of wastes constituting "slugs" as hereinbefore defined.
 - (h) Water or wastes containing substances not amenable to biological treatment processes.
- 16.8 No customers shall discharge or cause to be discharged any of the following described waters or wastes to the sewers:
- (a) Any gasoline, benzene, naphtha, paints, lacquers, fuel oil or other flammable or explosive liquid, solid or gas which by reason of its nature or quality may cause fire or explosion of which, in any way, may be injurious to personnel or the sewer system.
 - (b) Any water or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - (c) Any waters or wastes having a pH of lower than 5.5 or having any other corrosive property capable of causing damage or hazard to the sewerage system and/or personnel of the Company.
 - (d) Plating mill waste water or other industrial process water containing spent pickle liquor, concentrated plating solutions, chromium, zinc and similar toxic heavy metals, cyanides and cleaning solvents.
 - (e) Any radioactive material.
 - (f) Any water or wastes containing fats, wax, grease, tar, oils or any other substances, whether emulsified or not, which may solidify or become viscous at temperatures between 32° and 150° F or which would impair, impede, affect, interfere with, or endanger personnel or the sewer system.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 49

STANDARD TERMS AND CONDITIONS

- (g) Any garbage not properly shredded.
 - (h) Any solids of such size or characteristic capable of causing obstruction to the flow in sewers such as, but not limited to: disposable diapers, ashes, cinders; sand, mud, straw, metal shavings, glass, rags, feathers, tar, plastic, wood, paunch manure, hair fleshing's, offal, entrails, etc.
 - (i) Any waters or wastes to the sewers, the discharge or emission of which shall violate any law or regulation of any local, state or federal agencies or authorities.
- 16.9 Any customer discharging industrial wastes shall provide and maintain a control manhole suitable to facilitate observation, sampling and measurement of the wastes. The Company (and any local, state and federal government agencies having jurisdiction) shall have the right to inspect, sample, measure and analyze wastewater, as they deem necessary.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 50

RATE SCHEDULE NO. 1
SERVICE AREA NO. 1 and 2
(Formerly SUEZ Water New Jersey Inc. and SUEZ Water Toms River, Inc.)

GENERAL 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:

| | | <u>** Exempt Rate</u> |
|--------------------|------------------------------------|---------------------------------|
| Service Area No. 1 | \$ 4.2439 per hundred cubic feet * | \$3.6548 per hundred cubic feet |
| | \$ 5.6737 per thousand gallons | \$4.8861 per thousand gallons |
| Service Area No. 2 | \$ 4.5749 per hundred cubic feet * | \$3.9398 per hundred cubic feet |
| | \$ 6.1162 per thousand gallons | \$5.2671 per thousand gallons |

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

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

* One hundred cubic feet equals 748 gallons

Facilities Charge:

| <u>Size of Meter</u> | | | <u>**Exempt Rate</u> | |
|----------------------|------------------|----------------|----------------------|----------------|
| | <u>Per Month</u> | <u>Per Day</u> | <u>Per Month</u> | <u>Per Day</u> |
| 5/8 Inch | \$15.95 | \$0.5244 | \$13.74 | \$0.4517 |
| 3/4 Inch | 23.93 | 0.7866 | 20.60 | 0.6773 |
| 1 Inch | 39.88 | 1.3110 | 34.34 | 1.1290 |
| 1-1/2 Inch | 79.75 | 2.6219 | 68.68 | 2.2580 |
| 2 Inch | 127.60 | 4.1951 | 109.89 | 3.6128 |
| 3 Inch | 239.25 | 7.8658 | 206.04 | 6.7739 |
| 4 Inch | 398.75 | 13.1096 | 343.40 | 11.2899 |
| 6 Inch | 797.50 | 26.2192 | 686.79 | 22.5794 |
| 8 Inch | 1,276.00 | 41.9507 | 1,098.87 | 36.1272 |
| 10 Inch | 1,834.25 | 60.3041 | 1,579.62 | 51.9327 |
| 12 Inch | 2,631.75 | 86.5233 | 2,266.41 | 74.5121 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 51

RATE SCHEDULE NO. 1 (Continued)
SERVICE AREA NO. 1 and 2
(Formerly SUEZ Water New Jersey Inc. and SUEZ Water Toms River, Inc.)

GENERAL METERED SERVICE

The amount of a customer's bill for a billing period will be the total of the Consumption Charge, the Facilities Charge and applicable DSIC Charge on Rate Schedule 4..

MINIMUM CHARGE:

Applicable Facilities Charge and DSIC Charge on Rate Schedule 4.

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for metered water services are rendered monthly.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 37 and 38. For lawn sprinklers and irrigation systems, see Paragraph 13.1 and 13.2, Sheet Nos. 43.

SPECIAL PROVISIONS:

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

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

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 52

RATE SCHEDULE NO. 2
SERVICE AREA NO. 1 (Formerly SUEZ Water New Jersey Inc.)

HOMEOWNER'S ASSOCIATION WATER SERVICE

APPLICABILITY:

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

RATE:

A. UNMETERED

Flat Rate Charge: \$1.56 per month per residential unit

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

B. METERED

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

C. FIRE PROTECTION CHARGE

Flat Rate Charge: \$1.87 per month per residential unit

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

MINIMUM CHARGE:

Applicable Facilities Charge and Fire Protection Charge.

TERMS OF PAYMENT:

Payment is due within 15 days after the bill date.

SPECIAL PROVISIONS:

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

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 53

RATE SCHEDULE NO. 3
SERVICE AREA NO. 1 (Formerly SUEZ Water New Jersey Inc.)

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

| <u>Resale</u> | <u>Non-Exempt</u> | <u>Exempt*</u> |
|------------------------|-------------------|----------------|
| Per Hundred Cubic Feet | \$2.5559 | \$2.2011 |
| Per 1,000 Gallons | 3.4170 | 2.9426 |

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 28 and 37 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 15 days after the postmark date N.J.A.C. 14:3 -- 3A.3(b).

SPECIAL PROVISIONS:

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

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

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 54

RATE SCHEDULE NO. 3
SERVICE AREA NO. 2 (Formerly SUEZ Water Toms River)

SERVICE TO OTHER WATER SUPPLY SYSTEMS

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

| | <u>Non-Exempt</u> | <u>Exempt*</u> |
|------------------------|-------------------|----------------|
| Per Hundred Cubic Feet | \$2.5559 | \$2.2011 |
| Per 1,000 Gallons | 3.4170 | 2.9427 |

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge per Rate Schedule No. 1 and any applicable DSIC charge on Rate Schedule No. 4.

MINIMUM CHARGE:

Applicable Facilities Charge and DSIC charge on Rate Schedule No. 4.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 28 and 37 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 15 days after the postmark date N.J.A.C. 14:3 - 3A.3(b).

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.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 55

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

The amount of a customer's bill for a billing period will be the total of the Consumption Charge, the Facilities Charge and any applicable DSIC charge on Rate Schedule No. 4.

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
 BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 56

RATE SCHEDULE NO. 3
 SERVICE AREA NO. 2 (Formerly SUEZ Water Matchaponix, Inc.).

SERVICE TO OTHER WATER SUPPLY-SYSTEMS

APPLICABILITY:

Applicable to the sales of water for resale to all water purveyors purchasing bulk water in Service Area No. 2 pursuant to contract with the Company.

CHARACTER OF SERVICE:

Each individual contract between the Company and the water purveyor delineates the character of service on an individual basis.

RATE:

| | | |
|------------------------|------------|----------|
| For all water used: | Non-Exempt | *Exempt |
| Per Hundred Cubic Feet | \$2.3427 | \$2.0600 |
| Per 1,000 gallons | 3.1320 | 2.7540 |

TERMS OF BILLING AND PAYMENT:

Meters will be read and bills rendered monthly in arrears. Payment is due within 15 days after the postmark date N.J.A.C. 14:3 - 3A.3 (b).

*Exempt customers, as defined in N.J.S.A. 54:30A-17(b) and N.J.S.A. 54:30A-50(c), are those public utility Corporations which are subject to the payment of a tax based on gross receipts. Non-exempt customers are all other customers not entitled to the statutory exemptions provided pursuant to N.J.S.A. 54:30A-17(b) and N.J.S.A. 54:30A-50(c)

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

Date of Issue:

Effective:
 Docket No.

Issued by: David Stanton, President
 461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 57

RATE SCHEDULE NO. 4
SERVICE AREA NO. 1 (Formerly SUEZ Water New Jersey Inc.)

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

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

RS No.1 General Metered

| <u>Size of Meter</u> | <u>Non-Exempt Per Month</u> | <u>Non-Exempt Per Day</u> | <u>Exempt Per Month</u> | <u>Exempt Per Day</u> |
|----------------------|---------------------------------|-------------------------------|-----------------------------|---------------------------|
| 5/8 Inch | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3/4 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 1-1/2 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 6 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 Inch | 0.00 | 0.00 | 0.00 | 0.00 |

EXEMPTIONS:

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 58

RATE SCHEDULE NO. 4
SERVICE AREA NO. 2 (Formerly SUEZ Water Toms River)

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

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

| <u>Size of Meter</u> | <u>Non-Exempt Per Month</u> | <u>Non-Exempt Per Day</u> | <u>Exempt Per Month</u> | <u>Exempt Per Day</u> |
|----------------------|---------------------------------|-------------------------------|-----------------------------|---------------------------|
| 5/8 Inch | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3/4 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 1 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 1-1/2 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 2 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 3 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 4 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 6 Inch | 0.00 | 0.00 | 0.00 | 0.00 |
| 8 Inch | 0.00 | 0.00 | 0.00 | 0.00 |

EXEMPTIONS:

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
 BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 59

RATE SCHEDULE NO. 5
 SERVICE AREA NO. 1 (Formerly SUEZ Water New Jersey Inc.)

PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

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

| <u>Size of Service</u> | <u>Per Month</u> | <u>Daily Rate</u> | <u>**Exempt Rate</u> | |
|------------------------|------------------|-------------------|----------------------|-------------------|
| | | | <u>Per Month</u> | <u>Daily Rate</u> |
| 1 Inch | \$8.25 | \$0.2712 | \$7.10 | \$0.2334 |
| *1-1/2 Inch | 16.50 | 0.5425 | 14.21 | 0.4672 |
| *2 Inch | 29.45 | 0.9682 | 25.36 | 0.8338 |
| 3 Inch | 82.55 | 2.7140 | 71.09 | 2.3372 |
| 4 Inch | 130.95 | 4.3052 | 112.77 | 3.7075 |
| 6 Inch | 270.07 | 8.8790 | 232.58 | 7.6465 |
| 8 Inch | 480.13 | 15.7851 | 413.48 | 13.5939 |
| 10 Inch | 750.20 | 24.6641 | 646.06 | 21.2403 |
| 12 Inch | 1,080.28 | 35.5161 | 930.32 | 30.5859 |

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

Rate Per Hydrant

| | <u>Per Month</u> | <u>Daily Rate</u> |
|---------|------------------|-------------------|
| Hydrant | \$58.00 | \$1.9068 |

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

Date of Issue:

Effective:
 Docket No.

Issued by: David Stanton, President
 461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
 BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 60

RATE SCHEDULE NO. 5
 SERVICE AREA NO. 2 (Formerly SUEZ Water Toms River)

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 | Per Month | ** Exempt Rate Per Month |
|-----------------|-----------|-----------------------------|
| * 1 1/2 Inch | \$18.49 | \$15.96 |
| * 2 Inch | 33.03 | 28.52 |
| 3 Inch | 74.68 | 64.48 |
| 4 Inch | 132.13 | 114.08 |
| 6 Inch | 297.40 | 256.78 |
| 8 Inch | 528.69 | 456.47 |
| 10 inch | 826.09 | 713.25 |
| 12 inch | 1,468.80 | 1,268.16 |

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

| | Per Month | ** Exempt Rate Per Month |
|--|-----------|-----------------------------|
| For each Hydrant owned and maintained by the Company | \$26.75 | \$23.10 |
| For the service area formally known as S.B. Water Company: | | |
| For each Hydrant owned and maintained by the Company | 21.48 | |

Private fire protection shall not be charged where the private fire service is rendered after a master meter on a multi-use service. A master meter on a multi-use service will be billed pursuant to Rate Schedule No. 1

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

Date of Issue:

Effective:
 Docket No.

Issued by: David Stanton, President
 461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 61

RATE SCHEDULE NO. 5 (Continued)
SERVICE AREA NO. 1 and 2
(Formerly SUEZ Water New Jersey Inc. and SUEZ Water Toms River, Inc.)

PRIVATE FIRE PROTECTION SERVICE

CONSUMPTION CHARGE:

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

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 - 3A.3(b). Bills are rendered monthly.

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet No 37..

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Paragraphs 8.1 through 8.8 inclusive, Sheet Nos. 27 - 30.

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

EXEMPTIONS:

See "Standard Terms and Conditions," Paragraph 8.3, Sheet No. 29.

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

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 62

RATE SCHEDULE NO. 6
SERVICE AREA NO. 1 (Formerly SUEZ Water New Jersey Inc.)

PUBLIC FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to municipalities throughout entire territory for public fire protection.

CHARACTER OF SERVICE:

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

RATE:

A: For Territories within Bergen and Hudson Counties:

Inch Foot Charge

Monthly charge of \$ 0.0043542 per inch foot of distribution and transmission mains serving the municipality.

Hydrant Charge

\$ 16.26 monthly for each hydrant

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

B: For the territory formerly known as SUEZ Water Lambertville as well as public fire service in Morris, Passaic and Sussex Counties:

\$ 40.92 monthly for each hydrant

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 - 3A.3(b).
Bills are rendered monthly.

TERM:

Continuous until water service within municipality is permanently discontinued.

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

Date of Issue:

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

Effective:
Docket No.

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 63

RATE SCHEDULE NO. 6 (Continued)
SERVICE AREA NO. 1 (Formerly SUEZ Water New Jersey Inc.)

PUBLIC FIRE PROTECTION SERVICE

SPECIAL PROVISIONS:

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

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

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

See also "Standard Terms and Conditions," Paragraphs 9.1 through 9.5, inclusive, Sheet No.'s 31 and 32.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 64

RATE SCHEDULE NO. 6
SERVICE AREA NO. 2 (Formerly SUEZ Water Toms River)

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:

| | <u>Per Month</u> |
|--|------------------|
| For each Hydrant owned and maintained by the Company | \$18.21 |
| For the service area formally known as S.B. Water Company: | |
| For each Hydrant owned and maintained by the Company | 21.48 |

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

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 decision by the Board of Public Utilities in Docket No.

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 65

RATE SCHEDULE NO. 7
SERVICE AREA NO. 2 (Formerly SUEZ Water Toms River)

RESIDENTIAL SEWERAGE SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by residential customers and Homeowner's Association throughout the entire territory served by the Company.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration \$3.00

Facilities Charge:

| <u>Size of Meter</u> | <u>Monthly</u> | <u>Daily</u> |
|----------------------|----------------|--------------|
| 5/8" | \$44.99 | \$1.4791 |
| 3/4" | 67.49 | 2.2188 |
| 1" | 112.48 | 3.6980 |
| 1-1/2" | 224.95 | 7.3956 |
| 2" | 359.92 | 11.8330 |
| 3" | 674.85 | 22.1868 |
| 4" | 1,124.75 | 36.9781 |
| 6" | 2,249.50 | 73.9562 |
| 8" | 3,599.20 | 118.3299 |

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

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for sewer services are rendered monthly.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 66

RATE SCHEDULE NO. 7
SERVICE AREA NO. 3 and 5
(Formerly SUEZ Water Arlington Hills Inc. and SUEZ Water West Milford Inc.)

RESIDENTIAL SEWERAGE SERVICE
HOMEOWNER'S ASSOCIATION SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by residential customers and Homeowner's Association throughout the entire territory served by the Company.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration \$15.732

Facilities Charge:

| <u>Size of Meter</u> | <u>Monthly</u> | <u>Daily</u> |
|----------------------|----------------|--------------|
| 5/8" | \$44.99 | \$1.4791 |
| 3/4" | 67.49 | 2.2188 |
| 1" | 112.48 | 3.6980 |
| 1-1/2" | 224.95 | 7.3956 |
| 2" | 359.92 | 11.8330 |
| 3" | 674.85 | 22.1868 |
| 4" | 1,124.75 | 36.9781 |
| 6" | 2,249.50 | 73.9562 |
| 8" | 3,599.20 | 118.3299 |

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

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 - 3A.3(b). Bills for sewer services are rendered monthly..

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 67

RATE SCHEDULE NO. 8
SERVICE AREA NO.4 (Formerly SUEZ Water Princeton Meadows, Inc.)

RESIDENTIAL AND COMMERCIAL SEWER SERVICE

APPLICABILITY:

Applicable throughout the entire territory served by the Company for residential and commercial service, including shopping centers, offices and schools, and industrial service.

CHARACTER OF SERVICE:

Continuous.

RATE:

| | | |
|-----|--|------------|
| (a) | Residential – | Daily Rate |
| | \$24.30 per month for each one bedroom residential living unit; | \$0.7989 |
| | \$28.35 per month for each two bedroom residential living unit; | \$0.9321 |
| | \$34.16 per month for each three bedroom residential living unit; | \$1.1231 |
| | \$35.15 per month for each four bedroom residential living unit; | \$1.1556 |
| | \$35.34 per month for each five bedroom residential living unit. | \$1.1618 |
| (b) | Commercial Office - | |
| | \$.026653 per square foot per month for each commercial office customer. | \$0.000876 |
| (c) | Shopping Center – | |
| | \$.037313 per square foot per month for each shopping center customer. | \$0.001227 |
| (d) | Industrial – | |
| | \$.050000 per square foot per month for each industrial customer. | \$0.001643 |
| (e) | School – | |
| | \$.026653 per square foot per month for each school customer | \$0.000876 |

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 68

RATE SCHEDULE NO. 8 (Continued)
SERVICE AREA NO. 4 (Formerly SUEZ Water Princeton Meadows, Inc.)

RESIDENTIAL AND COMMERCIAL SEWER SERVICE

TERMS OF PAYMENT:

All bills for service furnished under this schedule are to be rendered bills monthly. Payment is due within 15 days after the postmark date N.J.A.C. 14:3 - 3A.3 (b).

OTHER:

All industrial customers will be required to sign a Sewer Service Agreement.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 69

RATE SCHEDULE NO. 9
SERVICE AREA NO. 3 and 5
(Formerly SUEZ Water Arlington Hills Inc. and SUEZ Water West Milford Inc.)

COMMERCIAL SEWERAGE SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by commercial customers throughout the entire territory served by the Company.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration \$15.732

Facilities Charge:

| <u>Size of Meter</u> | <u>Monthly Facilities Charge</u> | <u>Daily Facilities Charge</u> |
|----------------------|----------------------------------|--------------------------------|
| 5/8" | \$245.84 | \$8.0824 |
| 3/4" | 368.77 | 12.1239 |
| 1" | 614.61 | 20.2064 |
| 1-1/2" | 1,229.20 | 40.4121 |
| 2" | 1,966.72 | 64.6593 |
| 3" | 3,687.60 | 121.2362 |
| 4" | 6,146.00 | 202.0603 |
| 6" | 12,292.00 | 404.1205 |
| 8" | 19,667.20 | 646.5929 |

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

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 - 3A.3(b). Bills for sewer services are rendered monthly.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 70

RATE SCHEDULE NO. 10
SERVICE AREA NO. 3 and 5
(Formerly SUEZ Water Arlington Hills Inc. and SUEZ Water West Milford Inc.)
APARTMENT BUILDING SEWERAGE SERVICE

APPLICABILITY:

Applicable to the use of sewerage collection and treatment services by Apartment Building customers throughout the entire territory served by the Company. The Apartment Building must have a minimum of 20 units.

RATE:

Consumption Charge:

Per thousand gallons of water meter registration \$15.732

Facilities Charge:

| <u>Size of Meter</u> | <u>Monthly Facilities Charge</u> | <u>Daily Facilities Charge</u> |
|----------------------|--------------------------------------|------------------------------------|
| 5/8" | \$ | |
| 3/4" | | |
| 1" | | |
| 1-1/2" | \$740.50 | \$24.3452 |
| 2" | 1,184.80 | 38.9523 |
| 3" | 2,221.50 | 73.0356 |
| 4" | | |
| 6" | | |
| 8" | | |

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

TERMS OF PAYMENT:

Payment is due within 15 days after the postmark date N.J.A.C. 14:3 – 3A.3(b). Bills for sewer services are rendered monthly.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 71

RATE SCHEDULE NO. 11

BUILDING CONSTRUCTION SERVICE

APPLICABILITY:

Applicable throughout entire territory served by the Company for water service for major construction projects only.

CHARACTER OF SERVICE:

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

RATE:

1) Metered:

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

When metered, deposit requirements as stated in "Standard Terms and Conditions" 3.1, Sheet No. 20, shall apply based upon Rate Schedule No. 1. Calibration and restock fee \$150.00

2) Unmetered:

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

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

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

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 72

RATE SCHEDULE NO. 11 (Continued)

BUILDING CONSTRUCTION SERVICE

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

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

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

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

Payment in advance.

TERM:

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

SPECIAL PROVISIONS:

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

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

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

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

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

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

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

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SJEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 73

RATE SCHEDULE NO. 12

MISCELLANEOUS SERVICE

APPLICABILITY:

Applicable throughout entire territory served by the Company for water and/or wastewater service.

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:

Water

| | |
|---|----------------------|
| During normal business hours (8:00 a.m. to 4:30 p.m.) | \$50.00 |
| During all other hours | \$135.00 |
| If excavation is necessary pursuant to Section 12.6 | \$500 or Actual Cost |

Wastewater

When sewer service has been discontinued from any premises due to non-payment of a valid bill or for any other violation of the Company's rules, the service will not be restored until the Company has been reimbursed \$350.

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.

REMOTE METER REPAIR CHARGE

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

| <u>Meter Size</u> | <u>Inside Building</u> | <u>Meter Pit or Vault</u> |
|-------------------|------------------------|---------------------------|
| ALL | \$85.00 | \$95.00 |

RATE SCHEDULE NO. 12 (Continued)

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 74

MISCELLANEOUS SERVICE

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 | 177.00 |
| 3" and Larger | 355.00 | 508.00 |

REPAIR AND REPLACEMENT CHARGE:

A charge for repairing damage to a meter or curb stop caused from misuse by the customer, frost, hot water or external causes; or for replacing a meter at the request of the customer where the meter has been in use for less than two years pursuant to Paragraph 10.10 of this Tariff, 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" | 307.00 | 354.00 |
| 2" | 370.00 | 408.00 |
| * 3" and Larger | At Cost | At Cost |
| * Curb Stop | At Cost | At Cost |

* At Cost - includes labor, materials and transportation.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

SUEZ WATER NEW JERSEY INC.
BPU NO. 1 WATER AND WASTEWATER

Original Sheet No. 75

RATE SCHEDULE NO. 12 (Continued)

MISCELLANEOUS SERVICE

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 |

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 customer or party requiring such service.

TERMS OF PAYMENT:

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

TERM:

As required to meet the class of service rendered.

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

Date of Issue:

Effective:
Docket No.

Issued by: David Stanton, President
461 From Road, Paramus, NJ 07652

B

SUEZ New Jersey Merged

11/5/2018

| | Settlement Present Rates | Increase | Proposed Revenues | |
|-------------------|--------------------------------|-------------------------|--------------------------|---------|
| Total Company | \$271,883,375 | \$14,400,000 | \$286,283,375 | 5.30% |
| New Jersey | \$227,607,355 | \$14,943,777 | \$242,551,132 | 6.57% |
| Toms River | \$34,074,212 | (\$672,428) | \$33,401,784 | -1.97% |
| Matchaponix | \$3,179,698 | \$254,382 | \$3,434,079 | 8.00% |
| Total Water | \$264,861,265 | \$14,525,730 | \$279,386,995 | 5.48% |
| Arlington Hills | \$ 1,783,932 | (\$159,888) | \$1,624,044 | -8.96% |
| West Milford | \$2,354,593 | (\$457,743) | \$1,896,850 | -19.44% |
| Princeton Meadows | \$2,667,028 | \$503,253 | \$3,170,281 | 18.87% |
| Toms River | \$ 216,558 | (\$11,647) | \$204,911 | -5.38% |
| Total Sewer | \$7,022,110 | (\$126,024) | \$6,896,086 | -1.79% |
| Total Company | \$271,883,375 \$0 | \$14,399,706 (\$294) | \$286,283,081 (\$294) | 5.30% |

SUEZ NEW JERSEY WATER INC MERGED WATER OPERATIONS

APPLICATION OF PROPOSED RATES
YEAR ENDED SEPTEMBER 30, 2018

| Rate Block CCF (1) | Number Of Bills (2) | Consumption (3) | Proposed Rates | |
|---|---------------------------|--------------------|----------------|--------------------|
| | | | Rate (4) | Revenue (5) |
| <u>General Metered - Monthly</u> | | | | |
| Customer Charge | | | | |
| 5/8 | 2,490,659 | | \$ 15.95 | \$ 39,726,006 |
| 3/4 | 200,096 | | 23.93 | 4,787,292 |
| 1 | 156,687 | | 39.88 | 6,247,875 |
| 1 1/2 | 38,039 | | 79.75 | 3,033,607 |
| 2 | 34,818 | | 127.60 | 4,442,727 |
| 3 | 10,995 | | 239.25 | 2,630,654 |
| 4 | 5,946 | | 398.75 | 2,370,897 |
| 6 | 2,660 | | 797.50 | 2,121,270 |
| 8 | 65 | | 1,276.00 | 83,076 |
| 10 | 24 | | 1,834.25 | 43,408 |
| Subtotal | 2,939,964 | | | 65,486,812 |
| New Jersey usage - CCF | | 37,337,594 | 4.2439 | 158,457,015 |
| Construction Rate | | 4,234 | 4.2439 | 17,968 |
| Toms River Usage - CCF | | 4,288,008 | 4.5749 | 19,617,208 |
| Total Class - Metered | 2,939,964 | 41,629,836 | | 243,579,003 |
| Home Owner Flat Rate | | 12,516 | \$ 1.56 | 19,525 |
| <u>General Metered - Monthly (Exempt)</u> | | | | |
| Customer Charge | | | | |
| 5/8 | 147 | | \$ 13.74 | \$ 2,021 |
| 3/4 | 56 | | \$ 20.60 | 1,160 |
| 1 | 164 | | \$ 34.34 | 5,648 |
| 1 1/2 | 14 | | \$ 68.68 | 962 |
| 2 | 28 | | \$ 109.89 | 3,077 |
| 3 | 32 | | \$ 206.04 | 6,593 |
| 4 | 19 | | \$ 343.40 | 6,525 |
| Subtotal | 461 | | | 25,985 |
| New Jersey | | 4,059 | \$ 3.6548 | 14,835 |
| Toms River | | 394 | \$ 3.9398 | 1,552 |
| Total Public Utilities Exempt | 461 | | | \$ 42,373 |

Sales to Intercompany - Monthly (Exempt)

| | | | | |
|---------------------------|-----------|----|-----------|--------------|
| Customer Charge | | | | |
| 2 | 12 | \$ | 109.89 | \$ 1,319 |
| All Usage | | 58 | \$ 3.6548 | 212 |
| Total Intercompany | 12 | | | 1,531 |

Sales for Resale - Monthly

| | | | | |
|-------------------------------|-----------|----|--------|------------------|
| All Usage | 2,451,956 | \$ | 2.5559 | \$ 6,266,954 |
| Matchaponix Non-exempt | 822,226 | \$ | 2.3427 | \$ 1,926,258 |
| Matchaponix Exempt | 731,952 | \$ | 2.0600 | \$ 1,507,821 |
| Total Sales for Resale | | | | 9,701,033 |

Raw Water - Monthly

| | | | | | |
|-----------------------------------|-----------|------------|----|---------|----------------|
| All Usage | | 48,771 | \$ | 0.55020 | \$ 26,834 |
| Subtotal General Meter and Resale | 2,940,437 | 45,701,768 | | | \$ 253,370,298 |

Fire Protection

Private Fire New Jersey

| <u>Connection Size</u> | <u>Number TY</u> | <u>Proposed Rates</u> | |
|------------------------------|------------------|-----------------------|----------------------|
| | | <u>Rate</u> | <u>Revenue</u> |
| (1) | (2) | (3) | (4) |
| 1 1/2" | 894 | \$ 16.50 | \$ 14,747 |
| 2" | 3,710 | 29.45 | 109,271 |
| 3" | 2,808 | 82.55 | 231,801 |
| 4" | 24,166 | 130.95 | 3,164,565 |
| 6" | 22,470 | 270.07 | 6,068,604 |
| 8" | 9,232 | 480.13 | 4,432,466 |
| 10" | 452 | 750.20 | 339,461 |
| 12" | 48 | 1,080.28 | 51,605 |
| Private Hydrants | 8,294 | 58.00 | 481,081 |
| Subtotal Private Fire | 72,075 | | \$ 14,893,601 |

Private Fire Toms River

| <u>Connection Size</u> | <u>Number TY</u> | <u>Proposed Rates</u> | |
|------------------------|------------------|-----------------------|----------------|
| | | <u>Rate</u> | <u>Revenue</u> |
| (1) | (2) | (3) | (4) |
| 1 1/2" | - | \$ 18.49 | \$ - |
| 2" | 680 | \$ 33.03 | 22,454 |
| 3" | 1,032 | \$ 74.68 | 77,092 |
| 4" | 2,077 | \$ 132.13 | 274,469 |
| 6" | 1,276 | \$ 297.40 | 379,572 |

| | | | |
|-----------------------|--------|-------------|----------------|
| 8" | 571 | \$ 528.69 | 301,988 |
| 10" | 24 | \$ 826.09 | 19,826 |
| 12" | | \$ 1,468.80 | |
| Private Hydrants | 10,040 | \$ 26.75 | <u>268,566</u> |
| Subtotal Private Fire | 15,701 | | \$ 1,343,967 |

Public Fire New Jersey

| Service Area | Number | Proposed Rates | |
|--------------------------|-------------|----------------|--------------|
| | | Rate | Revenue |
| (1) | (2) | (3) | (4) |
| Suez NJ | 177,812 | \$ 16.26 | \$ 2,891,223 |
| Suez NJ (Lambertville) | 777 | 40.92 | 31,808 |
| Suez NJ -Inch Feet | 102,056,150 | 0.0043542 | 5,332,475 |
| Suez NJ -Home Owner Rate | 23,460 | 1.87 | 43,870 |
| Subtotal Public Fire | | | \$ 8,299,376 |

Public Fire Toms River

| Service Area | Number | Proposed Rates | |
|----------------------|--------|----------------|--------------|
| | | Rate | Revenue |
| (1) | (2) | (3) | (4) |
| Toms River | 30,815 | 18.21 | 561,141 |
| Colts Neck | 276 | 21.48 | <u>5,928</u> |
| Subtotal Public Fire | | | \$ 567,069 |

| | | | |
|--------------|-------------------|--|-----------------------|
| <u>Total</u> | <u>45,701,768</u> | | <u>\$ 278,474,311</u> |
|--------------|-------------------|--|-----------------------|

| | | | |
|-----|------------|---------------|-----------------------|
| | | Miscellaneous | <u>912,684</u> |
| CCF | 45,701,768 | | <u>\$ 279,386,995</u> |
| MGL | 34,184,922 | | |

SUEZ NEW JERSEY WATER INC - WASTEWATER OPERATIONS

APPLICATION OF PROPOSED RATES
YEAR ENDED SEPTEMBER 30, 2018

| Rate Block 1000 Gallons (1) | Number Of Bills (2) | Consumption (6) | Proposed Rates | |
|--|---------------------------|--------------------|----------------|------------------|
| | | | Rate (8) | Revenue (9) |
| <u>Residential - Monthly</u> | | | | |
| Customer Charge | | | | |
| 5/8 | 35,979 | | \$ 44.99 | \$ 1,618,684 |
| 1 1/2 | 24 | | 224.95 | 5,291 |
| 2 | 23 | | 359.92 | 8,206 |
| 3 | 185 | | 674.85 | 124,646 |
| Total Residential | 36,210 | | | 1,756,827 |
| <u>Commercial - Monthly</u> | | | | |
| Customer Charge | | | | |
| 5/8 | 207 | | \$ 245.84 | \$ 50,807 |
| 3/4 | 12 | | 368.77 | 4,406 |
| 1 | 24 | | 614.61 | 14,686 |
| 1 1/2 | 36 | | 1,229.20 | 43,959 |
| 2 | 60 | | 1,966.72 | 117,797 |
| 3 | 24 | | 3,687.60 | 88,309 |
| Total Commercial | 362 | | | 319,964 |
| <u>Apartment - Monthly</u> | | | | |
| Customer Charge | | | | |
| 1 1/2 | - | | \$ 740.50 | - |
| 2 | 24 | | \$ 1,184.80 | 28,435 |
| 3 | 72 | | \$ 2,221.50 | 159,948 |
| Total Apartments | 96 | | | 188,383 |
| All Consumption | | 88,732 | \$ 15,7320 | 1,395,926 |
| Colts Neck Consumption | | 19,569 | 3.0000 | 58,767 |
| | | | | 1,454,693 |
| <u>Fixed Rates - Monthly (Princeton Meadows)</u> | | | | |
| Customer Charge | | | | |
| One Bedroom | 38,724 | | 24.30 | 940,997 |
| Two Bedroom | 31,764 | | 28.35 | 900,506 |
| Three Bedroom | 10,621 | | 34.16 | 362,817 |
| Four Bedroom | 11,063 | | 35.15 | 388,868 |
| Five Bedroom | 962 | | 35.34 | 33,994 |
| Subtotal | 93,134 | | | 2,627,183 |

Commercial Fixed Rates- Monthly (Princeton Meadows)

| | | Number Of Square Feet | | |
|-------------------|------------|--------------------------|----------|----------------|
| Commercial Office | 503 | 9,885,512 | 0.026653 | 263,479 |
| School | 12 | 542,582 | 0.026653 | 14,461 |
| Shopping Center | 120 | 4,001,386 | 0.037313 | 149,304 |
| Subtotal | <u>635</u> | | | <u>427,244</u> |

Industrial Fixed Rates- Monthly (Princeton Meadows)

| | | Number Of Square Feet | | |
|-------------------|-----------|--------------------------|----------|---------------|
| Industrial Office | 12 | 253,858 | 0.026653 | 6,766 |
| Industrial | 24 | 1,501,079 | 0.050000 | 75,054 |
| Subtotal | <u>36</u> | | | <u>81,820</u> |

| | | | | |
|--------------------|----------------|------------|--|---------------------|
| Consumption | | 108,321 | | |
| Total Sq Feet | | 16,184,418 | | |
| Total Sewer | 130,473 | | | \$ 6,856,114 |

| | | | | |
|-----------------------|--|---------------|--|---------------------|
| Miscellaneous | | <u>39,972</u> | | |
| Total revenues | | | | \$ 6,896,086 |

C

**SUEZ WATER NEW JERSEY
WATER ASSETS**

| SUEZ WATER ACCOUNT | DEPRECIABLE GROUP | RATE |
|--------------------------|--|-------|
| 311.00 | STRUCTURES AND IMPROVEMENTS | 2.09 |
| 312.00 | COLLECTING AND IMPOUNDING RESERVOIRS | 2.16 |
| 313.00 | LAKES, RIVERS AND OTHER INTAKES | 3.07 |
| 314.00 | WELLS AND SPRINGS | 2.66 |
| 316.00 | SUPPLY MAINS | 1.44 |
| 317.00 | OTHER WATER SOURCE PLANT | 2.18 |
| 321.00 | STRUCTURES AND IMPROVEMENTS | 1.97 |
| 323.00 | OTHER POWER PRODUCTION | 2.54 |
| 325.00 | ELECTRIC | 2.39 |
| 326.00 | DIESEL | 3.79 |
| 328.00 | OTHER | 3.40 |
| 331.00 | STRUCTURES AND IMPROVEMENTS | 2.35 |
| 332.00 | WATER TREATMENT EQUIPMENT | 2.96 |
| 332.10 | WATER TREATMENT EQUIPMENT - AIR STRIPPER | 1.57 |
| 341.00 | STRUCTURES AND IMPROVEMENTS | 0.71 |
| 342.00 | DISTRIBUTION RESERVOIRS AND STANDPIPES | 1.72 |
| 343.00 | MAINS | 0.99 |
| 345.00 | SERVICES | 1.73 |
| 346.00 | METER AND METER INSTALLATIONS | 9.06 |
| 348.00 | HYDRANTS | 2.14 |
| 390.00 | STRUCTURES AND IMPROVEMENTS | 1.09 |
| 390.10 | LEASEHOLD IMPROVEMENTS | 6.93 |
| 391.00 | OFFICE FURNITURE AND EQUIPMENT | |
| | HARDWARE | 10.38 |
| | SOFTWARE | 11.78 |
| | LIGHTHOUSE | 16.50 |
| | FURNITURE AND EQUIPMENT | 5.80 |
| 392.00 | TRANSPORTATION EQUIPMENT | 7.66 |
| 393.00 | STORES EQUIPMENT | 3.35 |
| 394.00 | TOOLS, SHOP AND GARAGE EQUIPMENT | 4.20 |
| 395.00 | LABORATORY EQUIPMENT | 5.61 |
| 396.00 | POWER OPERATED EQUIPMENT | 5.64 |
| 397.00 | COMMUNICATION EQUIPMENT | 6.96 |
| 398.00 | MISCELLANEOUS EQUIPMENT | 3.96 |
| 301.00 | ORGANIZATION | 0.00 |
| 302.00 | FRANCHISES AND CONSENTS | 0.00 |
| 303.00 | MISCELLANEOUS INTANGIBLE PLANT | 0.00 |
| 310.00 | LAND AND LAND RIGHTS - SOURCE OF SUPPLY | 0.00 |
| 320.00 | LAND AND LAND RIGHTS - PUMPING | 0.00 |
| 330.00 | LAND AND LAND RIGHTS - TREATMENT | 0.00 |
| 340.00 | LAND AND LAND RIGHTS - TRANSMISSION AND DISTRIBUTION | 0.00 |
| 389.00 | LAND AND LAND RIGHTS - GENERAL | 0.00 |

**SUEZ WATER NEW JERSEY
WASTEWATER ASSETS**

| SUEZ WATER ACCOUNT | DEPRECIABLE GROUP | RATE |
|--------------------------|---|------|
| 320.00 | SERVICE CONNECTIONS | 1.84 |
| 321.00 | COLLECTION MAINS | 1.47 |
| 322.00 | INTERCEPTOR MAINS | 1.15 |
| 323.00 | FORCE MAINS | 1.60 |
| 325.00 | OTHER COLLECTION SYSTEM EQUIPMENT | 1.24 |
| 330.00 | STRUCTURES AND IMPROVEMENTS | 1.32 |
| 331.00 | PUMPING EQUIPMENT - ELECTRIC | 3.64 |
| 332.00 | PUMPING EQUIPMENT - OTHER | 2.12 |
| 333.00 | PUMPING EQUIPMENT - MISCELLANEOUS | 3.97 |
| 340.00 | STRUCTURES AND IMPROVEMENTS | 2.29 |
| 341.00 | GRIT REMOVING EQUIPMENT | 1.42 |
| 342.00 | SEDIMENTATION AND CLARIFICATION TANKS AND ACCESSORIES | 1.46 |
| 343.00 | SLUDGE CONCENTRATION CHAMBERS | 1.60 |
| 344.00 | SLUDGE AND EFFLUENT REMOVAL EQUIPMENT | 1.09 |
| 345.00 | SLUDGE DIGESTION TANKS | 0.01 |
| 346.00 | SLUDGE DRYING AND FILTERING EQUIPMENT | 0.07 |
| 347.00 | SECONDARY TREATMENT FILTERS AND ACCESSORIES | 1.37 |
| 348.00 | AUXILIARY EFFLUENT REMOVAL EQUIPMENT | 1.82 |
| 349.00 | OTHER SEWAGE REMOVAL EQUIPMENT | 2.07 |
| 350.00 | CHEMICAL TREATMENT PLANT AND EQUIPMENT | 2.27 |
| 351.00 | CHEMICAL CONTACT TANKS | 0.00 |
| 352.00 | OUTFALL PIPE AND ACCESSORIES | 2.22 |
| 353.00 | OTHER DISPOSAL EQUIPMENT | 2.87 |
| 390.00 | STRUCTURES AND IMPROVEMENTS | 1.65 |
| | <i>OFFICE FURNITURE AND EQUIPMENT</i> | |
| 391.10 | HARDWARE | 0.00 |
| 391.20 | SOFTWARE | 8.56 |
| 391.30 | LIGHTHOUSE | 4.41 |
| 391.40 | FURNITURE AND EQUIPMENT | 4.85 |
| 392.00 | TRANSPORTATION EQUIPMENT | |
| 394.00 | TOOLS, SHOP AND GARAGE EQUIPMENT | 0.06 |
| 395.00 | LABORATORY EQUIPMENT | 0.07 |
| 397.00 | COMMUNICATION EQUIPMENT | 0.00 |
| 398.00 | MISCELLANEOUS EQUIPMENT | 2.68 |
| 301.00 | ORGANIZATION | 0.00 |
| 302.00 | FRANCHISES AND CONSENTS | 0.00 |
| 312.00 | LAND | 0.00 |
| 313.00 | LAND | 0.00 |