

MIDDLESEX WATER COMPANY

B.P.U. No. 1 - WATER

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MIDDLESEX WATER COMPANY

TARIFF

for

WATER SERVICE

Applicable in

ALL TERRITORY SUPPLIED BY THE COMPANY

IN MIDDLESEX, MONMOUTH AND UNION COUNTIES

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Date of Issue: June 23, 2000

Issued by: Dennis G. Sullivan, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

Effective for service  
Rendered on and after:

June 6, 2001

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated June 6, 2001, in Docket No. WR00060362.

AN INTRODUCTION TO CUSTOMERS

The tariff located here in the Company's office is available and open for your review. The Company is responsible to maintain its tariff on an absolutely current basis and must, by State law and regulations, maintain it in exactly the same format as its Company's tariff which is on file at the Board of Public Utilities, Two Gateway Center, Newark, N.J., on the 10th floor in the Division of Water and Sewer.

If, after your review of this tariff and discussion with appropriate utility employees, you still have questions regarding clarification or interpretations, please contact the Board of Public Utilities, Division of Water and Sewer, Bureau of Rates and Tariff Design at (973) 648-2275 or the Board's Bureau of Customer Assistance, if you have billing problems, at 1-800-624-0241 (toll free).

As a customer, you have the right to review this tariff at the Company's offices or at the Board's office in Newark. Your inquiries will be handled by the Board's Staff in an expeditious manner in order to protect your rights as well as those of the water and/or sewer company. Please feel free to exercise this right by telephoning or by visiting the Board's offices at any time between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, or by writing a letter. The letter should contain the writer's name, address and phone number. If the writer is a customer of record, the account number should be included.

The Company has available here in its office, and will provide for your review, a handout entitled "An Overview of Common Customer Complaints and Customer Rights." This is a summary of the most frequent customer complaints and rights; it does not include all customer rights or utility obligations.

The Board of Public Utilities is responsible for the final interpretation and enforcement of a utility's tariff provisions and rates. The utility is bound by New Jersey's statutes and the Board's regulations. If a conflict should exist, the Board's regulations supersede the tariff provision absent approval to the contrary by the Board.

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Date of Issue: September 17, 1998

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

Effective for service  
Rendered on and after:

May 13, 1999

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated May 13, 1999, in Docket No. WR-98090795.

B.P.U. No. 1 - WATER

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AN OVERVIEW OF COMMON CUSTOMER COMPLAINTS AND CUSTOMER RIGHTS

- (1) No public utility shall refuse to furnish or supply service to a qualified applicant.

DEPOSITS

- (2) If after notice of the methods of establishing credit and being afforded an opportunity, a customer has not established credit, the utility may require a reasonable deposit as a condition of supplying service.
- (3) The utility must furnish a receipt to any customer posting a deposit. The deposit will be returned with simple interest at a rate established annually by the Board of Public Utilities once the customer has established satisfactory credit with the utility. If a residential customer's deposit is not returned, the utility shall credit the customer's account with the accrued interest once every twelve months. (NJAC 14:3-7.5)
- (4) Where a water or sewer utility furnishes unmetered service, for which payment is received in advance, it may not require a deposit. (N.J.A.C. 14:3-7.6)

DEFERRED PAYMENT ARRANGEMENTS

- (5) A customer is entitled to at least one deferred payment plan in one year. In the case of a residential customer who receives more than one utility service from the same utility (ex: Water and sewer; gas and electric) and the amount which is in arrears is a combination of those services, the utility shall offer a separate deferred payment agreement for each service based on the outstanding balance for that service. (N.J.A.C. 14:3-7.13(d)) If the customer defaults on the terms of the agreement, the utility may discontinue service after providing the customer with a notice of discontinuance. In the case of a residential customer who receives more than one utility service from the same utility and has subsequently entered into an agreement for each separate service, default on one such payment agreement shall constitute grounds for discontinuance of only that service. (N.J.A.C. 14:3-7.13(d))

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Date of Issue: August 30, 1990

Effective for service  
Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

April 12, 1991

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated April 12, 1991, in Docket No. WR-90080884J and revised effective July 15, 1994 pursuant to letter from Board Staff.

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DISCONTINUANCE OF SERVICE

- (6) A water and sewer utility shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute provided the undisputed charges are paid and a request is made to the Board within 5 days for investigation of the disputed charge. The company must advise the customer of their right to appeal to the Board of Public Utilities. (N.J.A.C. 14:3-7.13(a))
- (7) A customer has at least fifteen (15) days from mailing to pay a bill. A water and/or sewer utility may not discontinue water and sewer service unless written notice giving the customer at least ten (10) days notice prior to the proposed discontinuance. The notice shall not be given until after the expiration of the said fifteen (15) day period. (N.J.A.C. 14:3-7.12 (a)). The notice shall contain sufficient information for the customer to notify the Board of Public Utilities of the nature of the dispute. The utility shall make a good faith effort to determine which of its residential customers are over 65 years of age, and shall make good faith efforts to notify such customers of discontinuance of service by telephone in addition to notice by regular mail. This effort may consist of an appropriate inquiry set forth on the notice informing customers that they may designate a third party to receive notice of discontinuance. Utilities 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 of record. (N.J.A.C. 14:3-7.12)
- (8) Public utilities shall not discontinue residential service except between the hours of 8:00 AM and 4:00 PM Monday through Thursday, unless there is a safety related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, and Sundays or on the day before a holiday or on a holiday absent such emergency.
- (9) The occupant of a multiple family dwelling has the right to be notified of a pending service discontinuance at least fifteen (15) days prior to the service being discontinued.
- (10) A customer has the right to have any complaint against the utility handled promptly by that utility. (Board Order, Docket No. CO8602155)
- (11) Each utility shall, upon request, furnish its customers with such information as is reasonable in order that the customers may obtain safe, adequate and proper service. (N.J.A.C. 14:3-3.3(a)) Each utility shall inform its customers, where peculiar or unusual circumstances prevail, as to the conditions under which sufficient and satisfactory service may be secured from its system. (N.J.A.C. 14:3-3.3(b)) Each utility shall supply its customers with information on the furnishing and performance of service in a manner that tends to conserve energy resources and preserve the quality of the environment. (N.J.A.C. 14:3-3.3(d))
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Date of Issue: September 17, 1998

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

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METERS

(12) The utility must provide for one free meter test within a year if the customer so requests it. The customer can request that the Company or the Board test the meter. A meter of a customer who has a complaint filed with the Board reflecting on the accuracy of the meter shall not be removed from service by the utility during the pendency of said complaint or during the following thirty (30) days unless otherwise authorized or directed by the Board. (N.J.A.C. 14:3-4.10 (b)). When a billing dispute is known to exist, the electric, gas or water utility shall, prior to removing the meter, advise the customer that they may have the meter tested by the utility or may have the Board either conduct a test of the meter or witness a testing of the meter by the utility, and that in any event, the customer may have the test witnessed by a third party. (N.J.A.C. 14:3-4.5 (c)). A meter test arising from a billing dispute may be appropriate in instances which include, but are not limited to, unexplained increased consumption, crossed meters, consumption while an account is vacant or any other instance where the meter's accuracy might be an issue in the bill dispute. (N.J.A.C. 14:3-4.5 (d))

(13) Whenever a water meter is found to registering fast by more than one and one-half percent, an adjustment of charges shall be made in accordance with the following: (1) If the date when the meter had first become inaccurate can be ascertained then the adjustment shall be such percentage as the meter is found to be in error at the time of test adjusted to 100 percent on the amount of the bills covering the entire period that the meter has registered inaccurately. In all other cases the adjustment shall be such percentage as the meter is found to be in error at the time of the test on one-half of the total amount of the billing affected by the fast meter adjusted to 100 percent since the previous test. No adjustment shall be made for a period greater than the time during which the customer has received service through that meter. No adjustment shall be made for a meter that is found to be registering less than 100 percent except in the case of meter tampering, non-registering meters or in circumstances in which the customer should reasonably have known that his bill did not reflect his usage. (N.J.A.C. 14:3-4.7)

(14) A utility must maintain records of customers' accounts for each billing period occurring within a six year period. Such records shall contain all information necessary to permit computation of the bill. (N.J.A.C. 14:3-7.8)

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Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

April 12, 1991

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated April 12, 1991, in Docket No. WR-90080884J and revised effective July 15, 1994 pursuant to letter from Board Staff.

B.P.U. No. 1 - WATER

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FORM OF BILL FOR METERED SERVICE

(15) Bills rendered must contain the following information: (a) The meter readings at the beginning and end of the billing period; (b) The dates on which the meter is read; (c) The number and kind of units measured; (d) Identification of applicable rate schedule or a statement that the applicable rate schedule will be furnished on request; (e) The amount of the bill; (f) A distinctive marking to indicate an estimated or averaged bill; (g) An explanation or statement of any conversion from meter reading to billing units or any other calculations or factors used in determining the bill; and (h) The gross receipts and franchise tax statement. (N.J.A.C. 14:3-7.9)

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Date of Issue: September 4, 1992

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

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April 30, 1993

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THE UTILITY CUSTOMER'S

**BILL OF RIGHTS**

ESTABLISHED BY THE BOARD OF PUBLIC UTILITIES (BPU)

The following utility Customer's Bill of Rights is a synopsis of the most frequently cited sections of the New Jersey Administrative Code Title 14, Chapter 3. The Utility Customer's Bill of Rights is not meant to replace the regulations contained in N.J.A.C. 14:3 but is intended to give the utility customer a concise plain language guide to the regulations. Any application of the Utility Customer's Bill of Rights must be consistent with the regulations as contained in N.J.A.C. 14:3.

**Be a smart consumer, know your rights...**

1. You have the right to utility service if you are a qualified applicant.
2. You shall not be asked to pay unreasonably high deposits as a condition of service, nor to make unreasonable payments on past-due bills.
3. You have the right to budget billing, or payment plans if you are an electric, or gas customer.
4. You are entitled to at least one deferred payment plan in one year.
5. You have the right to have any complaint against your utility handled promptly by that utility.
6. You have the right to call upon the New Jersey State Board of Public Utilities (BPU) to investigate your utility complaints and inquiries. Your service may not be terminated for nonpayment of disputed charges during a BPU investigation.
7. If you suspect it is not working properly, you have the right to have your meter tested, free of charge, once a year by your utility. For a \$5 fee the meter test will be conducted under the supervision of the staff of the BPU.
8. You have the right to a written notice of termination, ten days prior to the discontinuance of service.

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Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

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May 13, 1999

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THE UTILITY CUSTOMER'S

**BILL OF RIGHTS**

(Continued)

9. Residential service may be shut-off, after proper notice, Monday through Thursday, 8:00 a.m. to 4:00 p.m. A utility may not shut-off residential service on Friday, Saturday, Sunday or a holiday or the day before a holiday or if a valid medical emergency exists in your household.
10. Winter Termination Program - If you are an elderly or low income customer having financial problems paying your bill you should request the company to enroll you in a budget plan in accordance with your ability to pay. You are required to make good faith payments of all reasonable bills for service and in return are assured of the right to have gas and electric utilities service from November 15, to March 15 without fear of termination of such service.
11. If you live in a multi-family dwelling, you have the right to receive posted notice of any impending shutoff. This notice must be posted in a common area and/or sent individually to occupants.
12. You have the right to have a "diversion of service" investigation if you suspect that the level of consumption reflected in your utility bill is unexplainably high.
13. Service shall not be shut-off for non-payment of repair charges, merchandise charges or yellow page charges nor shall notice threatening such discontinuance be given.
14. You have the option of having a deposit refund applied to your account as a credit or of having the deposit refunded by separate check.

**BPU - TOLL FREE NUMBER**

**1-800-624-0241**

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Date of Issue: September 17, 1998

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1500 Ronson Road  
Iselin, New Jersey 08830-0452

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 1500 Ronson Road  
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April 12, 1991

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Date of Issue: January 12, 2007

Effective for service  
Rendered on and after:Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

January 14, 2007

TERRITORY SERVED

This tariff shall apply to the service area of the Company which includes all or part of the following municipalities:

Retail service in the Township of Edison, Township of Woodbridge, Borough of South Plainfield, Borough of Metuchen, Borough of Carteret and the City of South Amboy, in the County of Middlesex, and the Township of Clark in the County of Union.

Contract service to the Township of Edison, Borough of Highland Park, Old Bridge Municipal Utilities Authority (in the Township of Old Bridge), and the Borough of Sayreville, in the County of Middlesex, and Marlboro Township Municipal Utilities Authority (in Marlboro Township) in the County of Monmouth.

Special contract service to the Township of East Brunswick in the County of Middlesex.

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Map of Territory is annexed  
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Date of Issue: December 24, 1998

Effective for Service  
Rendered on and After:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

November 18, 1999

## STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 TARIFF, as referred to herein, is this entire "Tariff for Water Service" as the same may be amended or revised from time to time.

1.2 WATER SERVICE includes all service necessary to supply customers with water at their premises.

1.3 A CUSTOMER is a person, partnership, firm, corporation, governmental subdivision or agency receiving water service to premises, as hereinafter defined.

1.4 PREMISES include the following:

- (a) A building under one roof owned or leased by one customer, and occupied as one residence or one place of business.
- (b) A combination of buildings owned or leased by one customer, in one common enclosure, occupied by one customer.
- (c) The one side of a double house, having a solid vertical partition wall, or
- (d) A building owned or leased by one customer having a number of apartments, offices, or lofts which are rented to tenants, using one or more halls and entrances in common.
- (e) A combination of buildings owned or leased by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership.
- (f) A cooperative apartment.
- (g) A public building.
- (h) A single plot, such as a park, playground or cemetery.
- (i) A water utility.

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 STANDARD TERMS AND CONDITIONS
 

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1 DEFINITIONS (Continued)

1.5 A TRANSMISSION MAIN is a pipe of large diameter which delivers water from the various pumping stations and distribution reservoirs to the distribution mains.

1.6 A DISTRIBUTION MAIN is a pipe which delivers water to the service pipes attached thereto to serve the premises of customers.

1.7 A TAP OR CORPORATION STOP is the valve or fitting on the distribution main to which the service pipe is attached. It is used for shutting off water to the service pipe.

1.8 A SERVICE PIPE is a supply pipe leading from the valve or corporation stop at the main to the valve or curb stop at the premises served.

1.9 A CURB STOP is the fitting or valve attached to the service pipe at the premises served for turning on and shutting off water.

1.10 A CONNECTING PIPE is the supply pipe connected to the service pipe at the curb stop and leading therefrom to the meter on the customer's premises.

1.11 A METER is a device which measures and registers the quantity of water supplied to the customer.

1.12 A PRESSURE REGULATOR is a device which is placed in pipelines to maintain automatically a given working pressure on its outlet side regardless of the pressure on the inlet side.

1.13 A PRESSURE RELIEF VALVE is a device installed in pipelines and other pressure systems to relieve automatically excess house system pressure, above the predetermined setting of the relief valve.

1.14 A CHECK VALVE is an automatically operated valve designed to permit the flow of water in one direction only.

1.15 A BACKFLOW PREVENTER is any effective device, method or construction used to prevent backflow into a public potable water system. The term APPROVED BACKFLOW PREVENTER is a device which has been investigated and approved by the health agency having jurisdiction.

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 Date of Issue: August 30, 1990

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 Issued by: J. Richard Tompkins, President  
 1500 Ronson Road  
 Iselin, New Jersey 08830-0452

April 12, 1991

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated April 12, 1991, in Docket No. WR-90080884J.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS (continued)

1.16 A WATER MAIN EXTENSION is an addition to the existing system of transmission and distribution mains, constructed by the Company.

1.17 A METER VAULT or METER HOUSING is a structure of approved design to contain, protect and provide accessibility for water meters installed outside of buildings.

1.18 A LOCK VALVE is a special valve that can be secured in the closed position by a padlock.

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 STANDARD TERMS AND CONDITIONS
2. APPLICATION FOR ESTABLISHMENT OF SERVICE

- 2.1 Application for water service may be made by telephone, by mail or in person. Such application shall be made, and accepted, and any applicable deposits and fees shall be paid before any service is provided.
- 2.2 Written application is required only for establishment of service to a location not previously served. Application forms, where required, will be provided by the Company upon request.
- 2.3 All applications shall be made by the prospective customer or the customer's duly authorized agent..
- 2.4 A separate application for water service must be made for each water connection, including fire service.
- 2.5 Applications for water service are not transferable. Each new owner or occupant of the premises to be supplied is required to make a new application.
- 2.6 Application shall not be accepted from a present or former customer in arrears on a valid bill for water service on any other premises for which the customer had made application for water service except in cases where a mutually agreed payment plan has been established between such customer and the Company for payment of a valid bill which is past due.
- 2.7 Each customer shall notify the Company promptly of any change of ownership of the premises supplied under his application.
- 2.8 Where more than one rate schedule is available to particular customers, the utility shall have at all times the duty to assist such customers in the selection of the rate schedule most favorable for their individual requirements and to make every reasonable effort to insure that such customers are served under the most advantageous schedule.
- 2.9 Application may be made for a new connection and service pipe through which water service is not immediately desired. A special form of agreement shall be entered into, which provides that the customer shall bear the entire expense of making the connection, subject to a refund of the cost of installing the service line from the main to the curb, including the curb stop, whenever regular service is commenced. No refunds will be made after ten years from the date of installation of the connection.

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 1500 Ronson Road  
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May 13, 1999

- 2.10 The Company may reject applications for water service where such service is not available, or where such service might affect the supply to other customers or for failure of the applicant to agree to comply with any of these standard terms and conditions.

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1500 Ronson Road  
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May 13, 1999

B.P.U. No. 1- WATER

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STANDARD TERMS AND CONDITIONS

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

2.12 Application for Private Fire Protection Service

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1500 Ronson Road  
Iselin, New Jersey 08830-0452

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**STANDARD TERMS AND CONDITIONS****3. CUSTOMERS' DEPOSITS**

3.1 Deposits may be required where any customer to whom the Company may be supplying water or applicants for metered water service have not established or maintained their credit. The amount of the deposit will not exceed the estimated average bill for the billing period and type of service under the applicable rate schedule plus one month where monthly billing periods apply or one third when quarterly billing periods apply.

3.2 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. Service may be discontinued for failure to make such deposit, after proper notice.

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

3.4 The Company will furnish a receipt to each customer who has made a deposit.

3.5 The Company shall review a residential customer's account at least once every year and a non-residential customer's account at least once every two years and if such review indicates that the customer has established credit satisfactory to the Company, then the outstanding deposit shall be refunded to the customer. The Company shall afford its customer the option of having the deposit refund applied to the customer's account in the form of a credit or of having the deposit refunded by separate check in a period not to exceed one billing cycle. (N.J.A.C. 14:3-7.5 (b)).

3.6 Simple interest at a rate prescribed by the Board of Public Utilities shall be paid by the utility on all deposits held by it as required by N.J.A.C. 14:3-7.5(c). Interest payments shall be made at least once during each twelve-month period in which a deposit is held and shall take the form of credits on bills toward utility service rendered or to be rendered. The effect of this subsection shall be limited to those deposits, if any, held by electric, gas, telephone and water utilities to secure residential accounts (N.J.A.C. 14:3-7.5(c)(3)).

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STANDARD TERMS AND CONDITIONS

3. CUSTOMERS' DEPOSITS (Continued)

3.7 Following discontinuance of service, the customer will receive a refund of any deposit, together with outstanding interest, less any amount due for unpaid bills.

3.8 Deposits will be required to guarantee the payment for metered water used for construction purposes where no advance payments have been made. These deposits will be based upon the cost of the meter, plus the estimated amount of water which may be used during construction. When the meter is returned to the Company in good condition, the deposit will be refunded together with outstanding interest, less any amount due for unpaid bills.

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Date of Issue: September 4, 1992

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

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STANDARD TERMS AND CONDITIONS

4. SERVICE PIPES

4.1 The service pipe from the distribution main to the curb line, including the curb stop or valve, will be furnished, installed and maintained by the Company at its expense, except as otherwise provided in this Tariff.

4.2 Only employees or other persons authorized by the Company will be permitted to make connections to the mains of the Company.

4.3 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.

4.4 No service pipe will be installed where the connecting pipe is laid or to be laid in the same trench with sewer pipe, gas pipe, electric conduit or any other facility.

4.5 A curb stop or valve will be installed by the Company at or near the premises, in such a manner as to permit the attachment of the customer's connecting pipe. The curb stop or valve is available for turning on and shutting off the supply of water in emergencies or for purposes of repair. Only Company employees or persons duly authorized to do so by the Company are permitted to operate the curb stop or valve.

4.6 No premises shall be supplied by more than one service pipe, unless agreed upon by the Company and the customer.

4.7 Where two or more customers are supplied through a single service pipe, the piping of the building shall provide a separate lock valve ahead of the inlet to each customer's meter.

4.8 (Reserved for Future Use)

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1500 Ronson Road  
Iselin, New Jersey 08830-0452

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STANDARD TERMS AND CONDITIONS

4. SERVICE PIPES (Continued)

4.9 Any change requested by the customer in the location of the existing service pipe, if approved by the Company, shall be made at the expense of the customer.

4.10 Where a service pipe is for temporary use, the customer shall bear the entire expense of making the connection, subject to a refund whenever service is established on a permanent basis.

4.11 Where a service pipe is available for a customer's premises, he may obtain a larger size service without charge, provided such service is established on a permanent basis. Any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the cost of installing the larger size service.

4.12 Where a large size service pipe has been installed at the request of a customer, for 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 service pipe and the cost of installing a service line that is usually installed with the new sized meter.

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Iselin, New Jersey 08830-0452

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STANDARD TERMS AND CONDITIONS

5. CONNECTING PIPES

5.1 A connecting pipe attached to the service pipe shall be installed at the expense of the customer to convey the water supply within the property of the customer.

5.2 The connecting pipe is the property of the customer and shall be maintained and kept in repair by him.

5.3 The connecting pipe shall be copper tubing or other pipe of strength and quality approved by the Company. The minimum diameter of the pipe shall be 3/4 inch or larger. Ductile iron, cast iron or other pipe permitted by governing plumbing codes and of a quality approved by the Company shall be used.

5.4 The connecting pipe shall be installed by a licensed plumber or other approved mechanic. The pipe 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. The pipe shall not be installed within three feet of any permanent excavation or vault or other subsurface structure. Other utility service pipes, such as sewer or gas, shall not be installed in the same trench.

5.5 The Company reserves the right to inspect the installation prior to backfilling the trench and to withhold the supply of water service whenever such installation or any part thereof is deemed by the Company to be leaking, unsafe, inadequate or unsuitable for receiving service, or to interfere with or impair the continuity or quality of service to the customer or to others.

5.6 No attachment shall be made to the service or connecting pipe, or any branch thereof, between the meter and the main.

5.7 The customer shall make all changes in the connecting pipe due to changes in grade, relocation of mains, or other causes, at the customer's expense, unless the change is instituted by the Company.

5.8 Where it is necessary to install a connecting pipe on the property of persons other than the applicant for service, written authority from such property owners, in a form approved by the Company, shall be obtained by the applicant.

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STANDARD TERMS AND CONDITIONS

6. METERS

6.1 The Company will furnish, install and maintain meters without charge, except as otherwise provided in this Tariff, and will determine the size, type and make of meter to be used, based on the service desired.

6.2 No unmetered connections are permitted.

6.3 (Reserved for Future Use.)

6.4 (Reserved for Future Use.)

6.5 The Company may require a remote meter reading device to be purchased and installed by the Company at the expense of the Company if the Company is unable to gain entry on the regular meter reading routing for four consecutive reading periods, provided ten days written notice be given to the customer.

6.6 (Reserved for Future Use.)

6.7 The location of the meter and the arrangement of the fittings and pipe shall be subject to inspection and approval by the Company. Valves are to be installed on the inlet and outlet side of the meter.

6.8 Meters shall be installed inside buildings unless otherwise required or agreed to by the Company. Meters installed indoors shall be located in a clean, dry, safe place not subject to great variations in temperature, as close as possible to the point of entrance of the connecting pipe. The location shall be such as to be easily accessible, with a minimum of inconvenience to the customer

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STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

or to the Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs.

6.9 For meters one and one-half inches (1-1/2") in size and larger, and when service cannot readily be interrupted for testing or replacing the meter, the installation for said meter shall be equipped with piping of a type and arrangement approved by the Company which will permit the removal or testing of the meter without interruption of water service.

6.10 (Reserved for Future Use.)

6.11 Where it is necessary to set a meter outside of a building, the meter shall be placed in a convenient meter box or vault, referred to as the meter housing. 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. Housing for small meters can be purchased from the Company at cost.

6.12 Meter vaults or housings shall be located in an accessible place, protected from vehicular traffic, away from terraces, fences or other structures and shall be so located that they will not be a hazard to pedestrians.

6.13 If the meter vault is installed upon property which is not owned by the customer, the customer is required to furnish the Company written permission from the owner of the property which will be binding on the owner, his administrators, executors, heirs, successors and assigns.

6.14 The meter housing shall be frostproof 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 accessibility for reading, inspecting, testing, changing and making necessary adjustments or repairs of the meter.

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STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

6.15 The Company maintains and repairs meters except in case of misuse or damage by frost, hot water or external causes, in which event the cost of repairing and replacing the meter shall be charged to the customer, said charge to be based on the direct labor and equipment costs of removing, repairing, replacing and/or resetting the meter.

6.16 All meters are carefully tested before being placed in service and are inspected periodically while in service. Therefore, the quantity of water recorded by the meter, as ascertained by periodic meter readings, shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering fast or has ceased to register.

6.17 Where the meter has ceased to register or where access to the meter cannot be obtained, meter readings may be estimated by a fair and reasonable method based upon the best information available.

6.18 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.

6.19 When a billing dispute is known to exist, the utility shall, prior to removing the meter, advise the customer that the customer may have the meter tested by the utility or may have the Board either conduct a test of the meter or witness a testing of the meter by the utility, and that in any event the customer may have the test witnessed by a third party.

A meter test arising from a billing dispute may be appropriate in instances which include, but are not limited to, unexplained increased consumption, crossed meters, consumption while account is vacant or any other instance where the meter's accuracy might be an issue in a bill dispute.

A report giving results of such tests shall be made to the customer, and a complete record of such test shall be kept on file at the office of the utility in accordance with N.J.A.C. 14:3-4.9 Meter records.

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STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

6.20 If a meter is found to be registering fast by more than 1 1/2 percent, an adjustment of charges will be made.

6.21 If a meter, upon test, 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.

6.22 Only employees or persons authorized by the Company shall remove the meter under any circumstances.

6.23 Tampering with the meter or its connections is prohibited.

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## STANDARD TERMS AND CONDITIONS

### 7. CUSTOMERS' PREMISES

7.1 The Company may refuse to provide a water service connection with any customer's piping system or furnish water to any connecting pipe already installed, when the customer's piping system is not installed in accordance with the regulations of the Company and of the municipality in which the premises are located; or when the piping system on the premises is not at sufficient depth to prevent freezing.

7.2 The Company shall have the right of reasonable access to a customer's premises and to all property supplied by it, at reasonable times, for the purpose of inspection incident to the rendering of service, reading meters or inspecting, testing or repairing its facilities used in connection with supplying service, or for the removal of its property.

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

7.4 The Company, with the consent of the customer and in conformance with telephone company tariff, shall have the right to access the customer's telephone service for the purpose of reading the meter, or monitoring the use recorded on such meter. Such meter readings taken by phone transmission shall be considered an "electronic read".

7.5 The customer shall not permit access to the meter or other facilities of the Company except to authorized employees of the Company or duly authorized state regulatory officials.

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

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

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STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES (Continued)

7.8 Physical connections, such as cross connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply are prohibited.

7.9 In any premises where an auxiliary water source is available, the pipes carrying water from the mains of the Company are required to be marked in some distinctive manner for ready identification.

7.10 No device or connection shall be permitted between pipes or fixtures carrying water from the mains of the Company and any portion of the plumbing system of the premises or any other piping system on the premises in cases where the system is not designed to prevent backflow or back-siphonage.

7.11 If a premise is to remain unoccupied for an indefinite period, customers are cautioned to have the interior plumbing drained, especially during cold weather, to avoid damage to pipes and fixtures. When requested, the Company will suspend service to unoccupied premises temporarily by shutting off the water at the curb and removing the meter.

7.12 Whenever 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, the Company reserves the right to discontinue the supply until such time as the leak is repaired. A reconnection charge will apply should the Company take action to physically discontinue water service.

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 STANDARD TERMS AND CONDITIONS
8. BILLS

8.1 All bills will be computed in accordance with the rates of the Company as shown in this Tariff, as the same may be amended or revised from time to time. Rates are subject to such changes as the State regulatory body having jurisdiction may require, authorize or allow.

8.2 Bills for general metered water service will be rendered at least once in each calendar quarter. Where meters are 1-1/2 inches in size or larger, and under special circumstances where smaller size meters are in service, bills will be rendered monthly.

8.3 Bills will show the meter reading at the beginning and end of the billing period, the dates on which the meter is read, the number and kind of units measured, a statement of explanation of any conversion from meter reading to billing units or any other calculations or factors used in determining the bill, a distinctive marking to indicate estimated or actual bill and a statement that approximately 13 percent or \$ of your current period charges reflect the average gross receipts and franchise taxes which are paid to the State of New Jersey and largely distributed to New Jersey Municipalities. For purposes of bills, only those meters actually read by Company personnel are considered actual meter readings. The bill shall contain a statement indicating that an actual meter read may be an electronic read. The bill shall also indicate a statement that the rate schedule is available upon request. (N.J.A.C. 14:3-7.9)

8.4 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. An appropriate adjustment will be made for any difference between actual use and estimated use of water when the next regular meter reading is obtained.

8.5 Except in cases where a meter that is fast by more than 1 1/2 percent, the amount of the bill, based on the reading of the meter is deemed conclusive and must be paid. No adjustment shall be made for a meter that is registering less than 100 percent except in the case of meter tampering, non registering meters or in circumstances in which the customer should reasonably have known that his bill did not reflect his usage.

8.6 Facilities charges are based on the size of the meter.

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STANDARD TERMS AND CONDITIONS

8. BILLS (Continued)

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

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

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STANDARD TERMS AND CONDITIONS

8. BILLS (Continued)

8.9 If requested in writing by the customer, the Company will send bills to, and will receive payments from agents or tenants. However, this accommodation shall in no way relieve the customer of the responsibility of paying such charge. In the case of a residential account, if such charges are not paid, and notice is issued with intent to discontinue service, notice shall be served on both the billing address and the service address. (N.J.A.C. 14:3-7.14)

8.10 At least fifteen (15) days' time for payment shall be allowed after sending a bill. The Company may discontinue service for nonpayment of bills provided it gives the customer at least ten (10) days' written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the said 15 day period. However, in case of fraud, illegal use, or when it is clearly indicated that the customer is preparing to leave, immediate payment of accounts may be required.

8.11 Accounts that are not paid in a timely manner automatically receive a low credit rating. Should a bill remain unpaid after normal collection procedures have been applied, water service will be discontinued after proper written notice is issued, as provided in the regulation of the Board of Public Utilities. If service is discontinued, the Company reserves the right to issue a bill for a deposit, such deposit to be determined by paragraph 3.1 on Original Sheets No. 12.

8.12 Where water service is discontinued for nonpayment of bills, service will not be resumed until payment or satisfactory arrangements for payment have been made. Under such circumstances, the Company may require a deposit from the customer to insure prompt payment of future bills.

8.13 In case of fraud or where it is indicated that the customer is preparing to vacate the premises served, immediate payment of accounts may be required.

8.14 Sales to other utilities which are exempt from revenue-based taxes will be credited with an amount equivalent to the tax exemptions.

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1500 Ronson Road  
Iselin, New Jersey 08830-3020

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STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE

9.1 The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons:

9.1.1 For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;

9.1.2 For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid;

9.1.3 For any or the following acts or omissions on the part of the customer;

(a) Nonpayment of a valid bill due for service furnished at the present or previous location. However, nonpayment for business service shall not be a reason for discontinuance of residence service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.16, and service shall not be discontinued for nonpayment of repairs charges, merchandise charges and non-tariff contracted service charges between the customer and the utility, nor shall notice threatening such discontinuance be given.

(b) Tampering with any facility of the Company.

(c) Fraudulent representation in relation to the use of service.

(d) Customer moving from the premises, unless the customer requests that service be discontinued;

(e) Providing the Company's service to another without approval of the Company.

(f) Failure to make or increase an advance payment or deposit as provided for in these regulations or the Company's tariff;

(g) Refusal to contract for service where such contract is required;

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1500 Ronson Road  
Iselin, New Jersey 08830-3020

June 6, 2001

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STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

9.1.3 (h) Connecting and operating in such manner as to produce disturbing effects on the service of the Company or other customers;

(i) Failure of the customer to comply with any reasonable standard terms and conditions contained in the Company's tariff;

(j) Where the condition of the customer's installation presents a hazard to life or property;

(k) Failure of customer to repair any faulty facility of the customer.

9.1.4 For refusal of reasonable access to 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.

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

9.3 Public Utilities 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, and Sundays or on the day before a holiday or on a holiday, absent such emergency.

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June 6, 2001

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B.P.U. No. 1 - WATER

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## STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

9.4 Discontinuance of residential service for nonpayment is prohibited if a medical emergency exists within the premises which would be aggravated by discontinuance of service and the customer gives reasonable proof of inability to pay. Discontinuance shall be prohibited for a period of up to two months when a customer submits a physician's statement in writing to the Company as to the existence of the emergency, its nature and probable duration, and that termination of service will aggravate the medical emergency. Recertification by the physician as to continuance of the medical emergency shall be submitted to the Company after 30 days. However, at the end of such period of emergency, the customer shall still remain liable for payment of service(s) rendered, subject to the provisions of N.J.A.C. 14:3-7.13.

(a) The Board may extend the 60-day period for good cause;

(b) The Company may in its discretion delay discontinuance of residential service for nonpayment prior to submissions of the physician's statement required by this subsection when a medical emergency is known to exist.

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Date of Issue: September 4, 1922

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

Effective for service  
Rendered on and after:

April 30, 1993

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

STANDARD TERMS AND CONDITIONS

10. PRIVATE FIRE PROTECTION SERVICE

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

10.2 Private fire service installations shall be made in accordance with the provisions of this Tariff regarding the installation of service and connecting pipes and other facilities.

10.3 Private fire service lines are equipped with special meters and shall be used exclusively for fire protection purposes. The service pipe shall be the same size as the meter.

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

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

10.6 Where a tank, standpipe or other storage facility is used, it shall be so constructed and arranged as to protect the water from pollution and shall conform with all applicable rules and regulations of the State Department of Environmental Protection. Arrangements shall be provided to permit drainage for inspection and cleaning.

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

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Date of Issue: August 30, 1990

Effective for service

Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

April 12, 1991

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated April 12, 1991, in Docket No. WR-90080884J.

STANDARD TERMS AND CONDITIONS

11 MUNICIPAL SERVICE

11.1 Upon application of duly authorized representatives of municipalities or fire districts in the territory supplied, the Company will install fire hydrants for purposes of public fire protection, at locations agreed upon by the municipalities or fire districts and the Company.

11.2 Such hydrants are owned by the company and subject to regular inspection and maintenance by the Company.

11.3 Municipalities and fire districts shall pay a monthly charge for municipal service as provided in the applicable Rate Schedule set forth in this Tariff.

11.4 Hydrants are not to be used for any purpose, other than public fire protection, without the written permission of the Company.

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

11.6 Where it is necessary to use hydrants for any purpose other than public fire protection, a special permit is required, issued by the Company under restrictions imposed in the interest of the public.

11.7 Only special hydrant wrenches, approved by the Company shall be used for opening or closing a hydrant.

11.8 No attachment of any sort shall be left connected to a hydrant except when it is in actual use. No hydrant shall be left unattended while attachments are connected during the time it is in use. Before closing time each day, the hydrant shall be shut, attachments removed, caps replaced and the hydrant left in readiness for instant use.

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Date of Issue: August 30, 1990

Issued by J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

Effective for service  
Rendered on and after:

April 12, 1991

STANDARD TERMS AND CONDITIONS

12. WATER MAIN EXTENSIONS

12.1 Applications for extensions may be made in person, by telephone or by mail, at any Commercial Office of the Company. Upon receipt of such application, the Company will make a survey and advise the applicant as to the most suitable plan for installing the proposed extension and the probable cost to the customer.

12.2 Distribution mains will be extended only in public streets or highways or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority. The Company will require an easement in cases where the streets or highways have not been accepted. In no case, however, will distribution mains be installed until streets or highways have been rough graded to an established and approved grade.

12.3 Extensions will be installed pursuant to agreements which follow the suggested formulae for the extension of utility service of the Board of Public Utility Commissioners of New Jersey applicable thereto.

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

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

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Date of Issue: August 30, 1990

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

Effective for service  
Rendered on and after:

April 12, 1991

STANDARD TERMS AND CONDITIONS

13. GENERAL RULES

13.1 The Company reserves the right to install services and meters on the basis of 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 oversize services or meters to serve such high demands.

13.2 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.

13.3 The Company does not undertake to render any special service or maintain any fixed pressure. 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.

13.4 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 be given to customers affected whenever practicable.

13.5 The Company does not undertake to supply any uniform quality of water for special purposes, such as manufacturing or processing plants, laboratories, swimming pools, 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 treating the water or shall provide such other protection as may be deemed necessary for the purposes required.

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Date of Issue: August 30, 1990

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

Effective for service  
Rendered on and after:

April 12, 1991

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated April 12, 1991, in Docket No. WR-90080884J.

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STANDARD TERMS AND CONDITIONS

13. GENERAL RULES (Continued)

13.6 Neither by inspection approval nor nonrejection, 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.

13.7 Except as to the liability, if any, imposed by law, the Company will not assume responsibility for any injury, casualty, or damage resulting from the supply, or use of water service, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.

13.8 No person, unless authorized by the Company, is permitted to turn the water on or off at any street valve, corporation stop and curb stop, or other street connection, or tamper with, disconnect or remove, any meter without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.

13.9 No agent, representative or employee of the Company has authority to modify any provision contained in this Tariff or to bind the Company by any promise or representation contrary thereto.

13.10 Water service supplied by the Company shall not be resold by a customer, except by a duly authorized water utility.

13.11 This Tariff is made a part of all agreements for the supply of water service unless specifically modified in a particular Rate Schedule. A copy of the Company's Tariff with terms and conditions will be furnished to any customer upon request.

13.12 The Company reserves the right to terminate, change, revise or supplement this Tariff, to the extent permitted by law, or permitted by the applicable regulations of the State regulatory body having jurisdiction.

13.13 The Regulations of the New Jersey Board of Public Utilities applicable to water utilities are incorporated herein by reference to the extent that the subject matter of any Regulation has not been covered herein.

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Date of Issue: September 17, 1998

Effective for service

Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

May 13, 1999

STANDARD TERMS AND CONDITIONS

14. EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY

14.1.1 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 14.2.1 and 14.2.3 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. 14:3-3.6 for any of the following acts or omissions on the part of the customer:

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

(2) Continuing waste of water by customers after notice from the utility through improper or imperfect pipes, fixtures, or failure to comply with restrictions; or

(3) Failure to comply with the standard terms and conditions contained in this tariff or failure to comply with any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.

14.1.2 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.

14.2.1 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, if 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

Date of Issue: June 23, 2000

Effective for service  
Rendered on and after:

Issued by Dennis G. Sullivan, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

June 6, 2001

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated June 6, 2001, in Docket No. WR00060362.

## STANDARD TERMS AND CONDITIONS

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

## 14.2.1 (cont.)

Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a newspaper of general circulation in the utility service area. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other sections of this tariff.

14.2.2 The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and the Board by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.9(b), within one week. Thereafter the utility shall provide weekly reports for the duration of the emergency.

14.2.3 When the supply of water to individual customers is to be shut off or curtailed for failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise its customers by placing a doortag on the front door of the home of the individual(s) in violation of the restrictions, at least twenty-four (24) hours prior to discontinuance or curtailment, or by giving another form of notice acceptable to the Board. The Company will advise business and commercial customers, in writing, by mailing a notice to the customers' billing address. In the case of doortags, they shall be sequentially numbered and include the date, time and nature of the violation and the procedure for restoration of service. All such notices shall be accounted for by the utility.

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Date of Issue: June 23, 2000

Effective for service  
Rendered on and after:

Issued by: Dennis G. Sullivan, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

June 6, 2001

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated June 6, 2001, in Docket No. WR00060362.

B.P.U. No. 1 - WATER

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## STANDARD TERMS AND CONDITIONS

15. MULTI-USE SERVICE REQUIREMENTS

By applying for multi-use service, the customer or builder certifies that:

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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 the negligence of the water utility.

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

- 15.5. 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.
- 15.6. To be solely responsible for all costs and expenses relating to the installation, operation, maintenance, repair and replacement of the customer's water system, including the fire suppression system and backflow prevention device(s).
- 15.7. 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.

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Date of Issue: January 12, 2007

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

January 14, 2007

B.P.U. No. 1 - WATER

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STANDARD TERMS AND CONDITIONS

15. MULTI-USE SERVICE REQUIREMENTS (cont.)

- 15.8. 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.
- 15.9. A water utility may terminate a customer's multi-use service for non-payment of a valid water bill for multi-use service, in accordance with the Board's rules governing discontinuance of service at N.J.A.C. 14:3-3.6.

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Date of Issue: January 12, 2007

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

Effective for service  
Rendered on and after:

January 14, 2007

RATE SCHEDULE NO. 1  
GENERAL WATER SERVICE - GS

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:General Water Service

Consumption Charges  
 Rate per Thousand  
Cubic Feet  
 \$26.3804

Facilities Charge

<u>Size of Meter</u>	<u>Per Quarter</u>	<u>Per Month</u>
5/8"	\$ 29.61	\$ 9.87
3/4"	44.43	14.81
1"	74.01	24.67
1-1/2"	148.05	49.35
2"	236.85	78.95
3"	444.09	148.03
4"	740.13	246.71
6"	1,480.26	493.42
8"	2,368.44	789.48
10"	3,404.64	1,134.88
12"	6,365.16	2,121.72

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

Date of Issue: April 18, 2007

Effective for Service  
 Rendered on and After:

Issued by: Dennis W. Doll, President  
 1500 Ronson Road  
 Iselin, New Jersey 08830-3020

October 26, 2007

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

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated October 26, 2007, in Docket No. WR07040275.

RATE SCHEDULE No. 1 (Continued)

GENERAL WATER SERVICE - GS

TERMS OF PAYMENT:

A customer has at least fifteen days to pay a valid bill for service from the postmark of the bill.

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

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

TERM:

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

SPECIAL PROVISIONS:

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

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Date of Issue: December 12, 1997

Effective for service

Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

January 29, 1998

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated January 29, 1998, in Docket No. WR-96110818.

RATE SCHEDULE NO. 1 (Continued)

GENERAL WATER SERVICE – GS

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGES

A charge of \$0.6675 per thousand cubic feet will be made to recover the increased purchased water costs.

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Date of Issue: January 9, 2009

Effective for Service

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

Rendered on and After:

July 1, 2009

**RATE SCHEDULE NO. 2**  
**PRIVATE FIRE SERVICE - PFS**

**APPLICABILITY:**

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

**CHARACTER OF SERVICE:**

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

**RATE:**

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

<u>Size of Meter</u>	<u>Charge Per Quarter</u>	<u>Charge per Month</u>
2"	\$ 210.39	\$ 70.13
3"	462.81	154.27
4"	772.56	257.52
6"	1,580.94	526.98
8"	2,263.65	754.55
10"	3,630.96	1,210.32
12"	5,368.98	1,789.66

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

<u>Size of Meter</u>	<u>Charge Per Quarter</u>	<u>Charge per Month</u>
1"	\$ 70.17	\$ 23.39
2"	173.55	57.85
3"	347.52	115.84
4"	576.63	192.21
6"	1,171.92	390.64
8"	1,675.59	558.53
10"	2,683.02	894.34
12"	3,965.34	1,321.78

**Consumption Charges**

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

Date of Issue: April 18, 2007

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

October 26, 2007

RATE SCHEDULE NO. 2 (Continued)

PRIVATE FIRE SERVICE - PFS

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

A customer has at least fifteen days to pay a valid bill for service from the postmark of the bill.

Bills are rendered monthly.

TERM:

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

SPECIAL PROVISIONS:

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

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

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Date of Issue: December 12, 1997

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

Effective for service  
Rendered on and after:

January 29, 1998

RATE SCHEDULE NO. 3

MUNICIPAL SERVICE - MS

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

A. ANNUAL FIRE PROTECTION CHARGES:

Inch Foot Charge

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

Hydrant Charge

Yearly charge of \$579.48 for each hydrant.

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

B. OTHER MUNICIPAL SERVICE:

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

MINIMUM CHARGE:

None.

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Date of Issue: April 18, 2007

Effective for service  
Rendered on and after:

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

October 26, 2007

RATE SCHEDULE NO. 3 (Continued)

MUNICIPAL SERVICE - MS

TERMS OF PAYMENT:

A customer has at least fifteen days to pay a valid bill for service from the postmark of the bill.

Bills are rendered monthly.

TERM:

Continuous until water service within municipality or municipal fire district is permanently discontinued.

SPECIAL PROVISIONS:

The number of "inch feet" is computed by multiplying the linear feet by the internal diameter in inches, of distribution and transmission mains serving a municipality on November 30 of the previous year. (For example: 100 feet of 6 inch mains is equivalent to 600 inch feet.)

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

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

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Date of Issue: December 12, 1997

Effective for service

Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

January 29, 1998

RATE SCHEDULE NO. 4

MISCELLANEOUS SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

Metered

Water for building or other temporary purpose will be supplied through meters when feasible and charged for at General Water Service Rate.

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

Unmetered:

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

Special Provisions

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

Date of Issue: March 10, 1994

Effective for service

Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

July 1, 1994

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated June 23, 1994, in Docket No. WR-WR-94030066.

## RATE SCHEDULE NO. 4 (Continued)

MISCELLANEOUS SERVICECHARGES NOT INVOLVING USE OF WATER

A) Resumption of service after discontinuance due to nonpayment of bills or violation of the Company's Tariff.

During regular business hours      \$28.00

During nonbusiness hours              \$35.00

B) Turn on charge - when service had been discontinued at the request of the customer for seasonal reasons when meter is not removed. During turn off period facilities charges, including minimum or consumption charges, will not be in effect.

Turn on Charge                              \$31.00

Multiple meters at same location - at cost, including labor, materials and transportation.

C) Replacing meters generally - "A utility shall not make any charge for replacing a meter where such replacement is requested by a customer, unless the meter first referred to has been in use less than two years, in which case a charge, which shall not exceed the cost of making the replacement, may be made. No charge shall be made for replacing a meter for test purposes, or for replacing a meter necessitated by a change in service characteristics which conform to the provisions of these regulations, or for replacing a defective meter, unless the defect is due to the negligence of the customer in which case a charge which shall not exceed the cost of making the replacement may be made." NJAC 14:3-4.10.

D) Removing, repairing and replacing damaged meters-when damaged due to negligence of customer. Such negligence may include frozen and broken meters.

5/8 and 3/4 inch meters                      \$44.75

1 inch and over - Nonrepairable - At cost, including labor, materials and transportation, for new meter.

E) Replacing meters after removal at the request of the customer within a period of two years of the date of its removal.

5/8 and 3/4 inch meters                      \$45.00

1 inch    \$51.00

Non-repairable 5/8 and 3/4 inch meters and all meters 1 inch and over are to be replaced at cost for new meters including labor, materials and transportation.

Meter repair is not to exceed the costs that the Company would incur for its purchase of a new meter.

Multiple meters at same location - at cost, including labor, materials and transportation.

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Date of Issue: September 17, 1998

Effective for service

Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

May 13, 1999

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

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

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

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

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

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

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

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

TERMS OF PAYMENT:

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

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions".

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Date of Issue: September 17, 1998

Effective for service

Rendered on and after:

Issued by: J. Richard Tompkins, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

May 13, 1999

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated May 13, 1999, in Docket No. WR-98090795.

RATE SCHEDULE NO. 5

SERVICE UNDER CONTRACT - SC

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of \$1,622.82 per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.

A customer has at least 15 days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

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Date of Issue: April 18, 2007

Effective for service

Rendered on and after:

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

October 26, 2007

RATE SCHEDULE NO. 5

SERVICE UNDER CONTRACT - SC

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGES

A charge of \$41.18 per million gallons will be made to recover the increased purchased water costs.

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Date of Issue: January 9, 2009

Effective for service

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

Rendered on and after:

July 1, 2009

RATE SCHEDULE NO. 6

SPECIAL CONTRACT SERVICE

SCS

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of \$1,161.51 per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.

A customer has at least 15 days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

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Date of Issue: April 18, 2007

Effective for service

Rendered on and after:

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

October 26, 2007

RATE SCHEDULE NO. 7

TRANSMISSION SERVICE SOUTH RIVER BASIN - TR-SRB

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the combined rate of \$482.83 per million gallons for transmission plus the rate for Service Under Contract as provided in Rate Schedule No. 5.

TERMS OF PAYMENT:

As provided by contract.

Bills to be rendered monthly.

A customer has at least 15 days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

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Date of Issue: April 18, 2007

Effective for service

Rendered on and after:

Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

October 26, 2007

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated October 26, 2007, in Docket No. WR07040275.

RATE SCHEDULE NO. 8

TRANSMISSION SERVICE – NORTHEAST SECTOR

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the combined rate of \$54.95 per million gallons for transmission plus the rate for Service Under Contract as provided in Rate Schedule No. 5.

TERMS OF PAYMENT:

As provided by contract.

Bills to be rendered monthly.

A customer has at least 15 days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

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Date of Issue: April 18, 2007

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Issued by: Dennis W. Doll, President  
1500 Ronson Road  
Iselin, New Jersey 08830-3020

October 26, 2007

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated October 26, 2007, in Docket No. WR07040275.

B.P.U. No. 1 - WATER

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RATE SCHEDULE NO. 9  
*(RESERVED FOR FUTURE USE.)*

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Date of Issue: May 18, 2005

Effective for Service  
Rendered on and after:

Issued by: Dennis G. Sullivan, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

December 8, 2005

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated December 8, 2005, in Docket No. WR05050451.

B.P.U. No. 1 - WATER

## RATE SCHEDULE NO. 10

## RESIDENTIAL WATER SERVICE

**(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)**

## RESIDENTIAL WATER SERVICE

Applicable to Use of Service for:	All water supplied to Residential Customers in territory served by the Company.
Character of Service:	Continuous, (unmetered service) except as limited by "Standard Terms and Conditions".
Fixed Annual Charge:	\$473.64 per connection
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least 15 days from the postmark on the bill to pay a valid bill for service.

Date of Issue: May 18, 2005

Effective for Service  
Rendered on and after:

Issued by: Dennis G. Sullivan, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

December 8, 2005

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

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated December 8, 2005 in Docket Nos. WR05050451 and WM05080728.

B.P.U. No. 1 - WATER

## RATE SCHEDULE NO. 11

## COMMERCIAL WATER SERVICE

**(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)**

## COMMERCIAL WATER SERVICE

Applicable to use of Service for:	All water supplied to Commercial Customers in territory served by the Company.
Character of Service:	Continuous, (unmetered service) except as limited by "Standard Terms and Conditions".
Fixed Annual Charge:	\$618.52 per connection.
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least 15 days from the postmark on the bill to pay a valid bill for service.

Date of Issue: May 18, 2005

Effective for service  
Rendered on and after:Issued by: Dennis G. Sullivan, President  
1500 Ronson Road  
Iselin, New Jersey 08830-0452

December 8, 2005

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

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated December 8, 2005 in Docket Nos. WR05050451 and WM05080728.