MIDDLESEX WATER COMPANY

October 30, 2026

Via Electronic Mail
Honorable Sherri L. Lewis
Secretary of the Board
New Jersey Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, NJ 08625-0350

Re: In the Matter of the Petition of Middlesex Water Company for Approval To Change the Levels of Its Purchased Water Adjustment Clause Pursuant to N.J.A.C. 14:9-7.1, et seq.
BPU Docket No. WR2610____

Dear Secretary Lewis:

Enclosed herewith for filing please find Middlesex Water Company's Petition and supporting Exhibits and Testimony in the above-referenced matter. The case may be summarized as a petition for approval to change the levels of a purchase water adjustment clause (PWAC).

Copies of this Petition and Exhibits have this day been sent by electronic mail to the Department of Law and Public Safety and the Director of the Division of Rate Counsel and, by first class mail, upon the clerks of the various municipalities comprising the Petitioner's service territory and the clerks of the Boards of County Commissioners in each affected county.

Please contact me at (732) 638-7506 or jkooper@middlesexwater.com with any questions or concerns with respect to this filing.

Very truly yours,

Jay L. Kooper
Vice President, General Counsel & Secretary

Enclosures

cc: Service List A
Service List B

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE PETITION OF MIDDLESEX WATER COMPANY FOR APPROVAL TO CHANGE THE LEVELS OF ITS PURCHASED WATER ADJUSTMENT CLAUSE PURSUANT TO N.J.A.C. 14:9-7.1, ET SEQ.	CERTIFICATE OF SERVICE

Jay L. Kooper, an Attorney at Law of New Jersey, hereby certifies the following:

On October 30, 2026 I caused to be served by first-class mail, postage prepaid, a copy of the within Petition to each party on the attached Service List B, and copies thereof to the Department of Law and Public Safety and to the Director, Division of Rate Counsel by electronic mail.

Jay L. Kooper

Dated: October 30, 2026

In the Matter of the Petition of Middlesex Water Company for Approval to Change The Levels of its Purchased Water Adjustment Clause
BPU Docket No. WR2610____
~ Service List A ~

MIDDLESEX WATER COMPANY

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David Njuguna Middlesex Water Company 485C Route 1 South Suite 400 Iselin, NJ 08830 dnjuguna@middlesexwater.com (electronic only)	**Stephen B. Genzer, Esq.** Saul Ewing LLP One Riverfront Plaza Suite 1520 Newark, NJ 07102-5426 stephen.genzer@saul.com	**Shane Simon, Esq.** Saul Ewing LLP Centre Square West 1500 Market Street, 38th Floor Philadelphia, PA 19102-2186 shane.simon@saul.com
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Jane H. Gisbey Saul Ewing LLP jgisbey@saul.com (Electronic Correspondence)		

10/30/2026

In the Matter of the Petition of Middlesex Water Company for Approval to Change The Levels of its Purchased Water Adjustment Clause
BPU Docket No. WR2610____
~ Service List A ~

BOARD OF PUBLIC UTILITIES/DEPARTMENT OF LAW

Sherri Lewis, Secretary Board of Public Utilities 44 South Clinton Ave., 9th Floor Trenton, NJ 08625 Sherri.Lewis@bpu.nj.gov	**Karriemah Graham** Director of Case Management Board of Public Utilities 44 South Clinton Avenue PO Box 350 Trenton, NJ 08625-0350 Karriemah.graham@bpu.nj.gov	**Kofi Ocansey** Board of Public Utilities Division of Water 44 South Clinton Ave. P.O. Box 350 Trenton, NJ 08625 Kofi.Ocansey@bpu.nj.gov
Dr. Benjamin Witherell Board of Public Utilities Office of the Economist 44 South Clinton Ave. P.O. Box 350 Trenton, NJ 08625 Benjamin.Witherell@bpu.nj.gov	**Malike Cummings** Board of Public Utilities Division of Water & Wastewater 44 South Clinton Ave. PO Box 350 Trenton, NJ 08625 Malike.Cummings@bpu.nj.gov	**Andrew Tuzzo** Board of Public Utilities 44 South Clinton Avenue PO Box 350 Trenton, NJ 08625-0350 Andrew.Tuzzo@bpu.nj.gov
Dean Taklif Board of Public Utilities 44 South Clinton Avenue PO Box 350 Trenton, NJ 08625-0350 Dean.Taklif@bpu.nj.gov	**Stacy Peterson** Board of Public Utilities Deputy Executive Director 44 South Clinton Ave. PO Box 350 Trenton, NJ 08625 stacy.peterson@bpu.nj.gov	**Yanina Lepore** Board of Public Utilities Division of Water 44 South Clinton Avenue PO Box 350 Trenton, NJ 08625-0350 Yanina.Lepore@bpu.nj.gov
Meliha Arnautovic, DAG Division of Law Public Utilities Section R.J. Hughes Justice Complex 25 Market Street P.O. Box 112 Trenton, NJ 08625 Meliha.Arnautovic@law.njoag.gov	**Pamela Owen** Division of Law Public Utilities Section R.J. Hughes Justice Complex 25 Market Street Trenton, NJ 08625 Pamela.Owen@law.njoag.gov	**Brandon Simmons, DAG** Division of Law Public Utilities Section R.J. Hughes Justice Complex 25 Market Street P.O. Box 112 Trenton, NJ 08625 Brandon.Simmons@law.njoag.gov
Jackie O'Grady Board of Public Utilities Division of Water 44 South Clinton Avenue PO Box 350 Trenton, NJ 08625-0350 Jackie.OGrady@bpu.nj.gov	**Michael Hunter** Board of Public Utilities 44 South Clinton Ave. P.O. Box 350 Trenton, NJ 08625 Michael.hunter@bpu.nj.gov	**William Barasky** Board of Public Utilities Division of Water 44 South Clinton Avenue PO Box 350 Trenton, NJ 08625-0350 William.Barkasy@bpu.nj.gov
Rupal Patel Board of Public Utilities 44 South Clinton Ave. P.O. Box 350 Trenton, NJ 08625 rupal.patel@bpu.nj.gov	**John Masiello** Board of Public Utilities 44 South Clinton Avenue PO Box 350 Trenton, NJ 08625-0350 John.Masiello@bpu.nj.gov	**Kit Burnette** Board of Public Utilities 44 South Clinton Ave. P.O. Box 350 Trenton, NJ 08625 kit.burnette@bpu.nj.gov

In the Matter of the Petition of Middlesex Water Company for Approval to Change The Levels of its Purchased Water Adjustment Clause BPU Docket No. WR2610____
~ Service List A ~

Charles Gurkas Board of Public Utilities 44 South Clinton Ave. P.O. Box 350 Trenton, NJ 08625 charles.gurkas@bpu.nj.gov		

DIVISION OF RATE COUNSEL

Brian Lipman, Esq. Director, Division of Rate Counsel 140 East Front Street, 4th Floor P.O. Box 003 Trenton, NJ 08625 blipman@rpa.nj.gov	**Christine Juarez, Esq.** Managing Attorney Water & Wastewater Division of Rate Counsel 140 East Front Street – 4th Floor Trenton, NJ 08625 cjuarez@rpa.nj.gov	**Felecia Jackson-Rodgers,** Legal Secretary Division of Rate Counsel 140 East Front Street – 4th Floor Trenton, NJ 08625 frodgers@rpa.nj.gov
Marilyn Silva Division of Rate Counsel 140 East Front Street, 4th Floor P.O. Box 003 Trenton, NJ 08625 msilva@rpa.nj.gov **** Electronic Mail Only***	**Anna Abraham , Esq.** Division of Rate Counsel 140 East Front Street – 4th Floor Trenton, NJ 08625 babraham@rpa.nj.gov	**Sean Kielty, Esq.** Division of Rate Counsel 140 East Front Street – 4th Floor Trenton, NJ 08625 skielty@rpa.nj.gov

10/30/2026

In the Matter of the Petition of Middlesex Water Company for Approval to Change The Levels of its Purchased Water Adjustment Clause BPU Docket No. WR2410____

~ Service List B ~

Clerk, Borough of Carteret
Municipal Building
61 Cooke Avenue
Carteret, NJ 07008

Clerk, Township of Clark
Municipal Building
430 Westfield Avenue
Clark, NJ 07066

Clerk, Township of East Brunswick
1 Jean Walling Civic Center
East Brunswick, NJ 08816-0218

Clerk, Township of Edison
Municipal Building
100 Municipal Boulevard
Edison, NJ 08817

Clerk, Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904

Clerk, Township of Marlboro
1979 Township Drive
Marlboro, NJ 07746

Clerk, Borough of Metuchen
Borough Hall
Main and Middlesex Avenues
Metuchen, NJ 08840

Clerk, Township of Old Bridge
Municipal Plaza
Old Bridge, NJ 08857

Clerk, Downe Township
288 Main Street
Newport, NJ 08345

Clerk, Borough of South Plainfield
Borough Hall
2840 Plainfield Avenue
South Plainfield, NJ 07080

Clerk, Township of Woodbridge
1 Main Street
Woodbridge, NJ 07095

Old Bridge Municipal Utilities Authority
71 Boulevard West
Cliffwood Beach, NJ 07735

Clerk, City of South Amboy
140 North Broadway
South Amboy, NJ 08879-1647

Clerk, Middlesex County
Board of County Commissioners
1 J.F. Kennedy Square
New Brunswick, NJ 08903

Clerk, Monmouth County
Board of County Commissioners
Hall of Records
Freehold, NJ 07728

Clerk, Union County
Board of County Commissioners
Administration Building - 2nd Floor
Elizabeth, NJ 07207

Clerk, Township of Southampton
5 Retreat Road
Southampton, NJ 08088

Clerk, Burlington County
Board of County Commissioners
49 Rancocas Road
Mount Holly, NJ 08060

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE PETITION OF MIDDLESEX WATER COMPANY FOR APPROVAL TO CHANGE THE LEVELS OF ITS PURCHASED WATER ADJUSTMENT CLAUSE PURSUANT TO N.J.A.C. 14:9-7.1, ET SEQ.	:	PETITION Docket No.: WR2610____

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

Petitioner, Middlesex Water Company (hereinafter "Middlesex," "Company" or "Petitioner"), respectfully represents as follows:

1. This Petition is filed pursuant to N.J.A.C. 14:9-7.1, et seq., and seeks Board approval of a change to the level of Middlesex's purchased water adjustment clause ("PWAC") to recover increased purchased water costs, together with deferred costs, PWAC rate case expenses and associated gross receipts and franchise taxes, all as more particularly set forth and described in the exhibits attached hereto.

2. Middlesex is a duly organized and existing public utility of the State of New Jersey, subject to the jurisdiction of the Board. Middlesex provides water services to approximately 61,000 retail customers, primarily in eastern Middlesex County, New Jersey and provides water under wholesale contracts to the City of Rahway, Townships of Edison and Marlboro, the Borough of Highland Park and the Old Bridge Municipal Utilities Authority. Middlesex treats, stores, and distributes water for residential, commercial, industrial and fire protection purposes. Middlesex also provides water

treatment and pumping services to the Township of East Brunswick under contract. Middlesex recorded revenues of approximately $109.6 million in 2023.

3. The Middlesex System's retail customers are located in an area of approximately 55 square miles in Woodbridge Township, the City of South Amboy, the Boroughs of Metuchen and Carteret, portions of the Township of Edison and the Borough of South Plainfield in Middlesex County, and a portion of the Township of Clark in Union County. Retail customers include a mix of residential customers, large industrial concerns and commercial and light industrial facilities. These customers are located in generally well-developed areas of central New Jersey.

4. The contract customers of the Middlesex System comprise an area of approximately 146 square miles with a population of approximately 300,000. Contract sales to Edison, Old Bridge, Marlboro and Rahway are supplemental to the existing water systems of these customers. The Middlesex System provides treated surface water under long-term agreements to East Brunswick, Marlboro and Old Bridge.

5. Middlesex provides water service to approximately 300 customers in Cumberland County, New Jersey. This system is referred to as Bayview and is not physically interconnected with the Middlesex System. The Company owns and operates water treatment, supply, transmission, and distribution systems for these purposes.

6. Prior to April 1, 2026, Pinelands Water Company and Pinelands Wastewater Company (the "Pinelands Companies"), formerly wholly-owned subsidiary companies of Middlesex, provided water and wastewater services to approximately 2,500 customers in Southampton Township, Burlington County, New Jersey. Effective April 1,

2026, the Pinelands Companies were merged into Middlesex, and those customers are now served by Middlesex.

7. Petitioner obtains a significant portion of the water needed to meet its overall water supply needs through water purchase contracts with the New Jersey Water Supply Authority ("NJWSA") for untreated water and New Jersey American Water Company, Inc. ("NJAW") for finished water.

8. Petitioner has been notified that an increase in the NJAW base rate from $2.9866 per thousand gallons (tg) to $3.1810 per tg (BPU Docket No. WR26010010) has been approved by the BPU effective September 15, 2026.

9. Petitioner intervened and actively participated in all recent NJAW base rate cases, including BPU Docket No. WR26010010, by way of by presenting testimonies, propounding data discovery requests, and actively participating in evidentiary hearings and settlement meetings.

10. Petitioner's last base rate case was filed with the Board on June 30, 2025 in BPU Docket No. WR25060372 and was resolved by stipulation. Attached hereto and made part hereof is a copy of the fully executed Stipulation of Settlement in that matter; the Initial Decision by the Office of Administrative Law ("OAL") dated January 6, 2026 recommending approval of the Stipulation (both of which are attached to the Board Order and are part of Exhibit A); and the Board Order dated February 18, 2026 adopting the Initial Decision and Stipulation and approving a base rate increase in accordance therewith (Exhibit A).

11. Attached hereto and made part hereof are the following Exhibits detailing the specific costs comprising the rate adjustment proposed herein and the proposed PWAC increase needed to recover those costs and providing other data requirements pursuant to N.J.A.C. 14:9-7.4(a):

EXHIBIT A -	Board Order; February 18, 2026, BPU Docket No. WR25060372 (Including Stipulation of Settlement and Initial Decision by OAL)
EXHIBIT B -	Rate Schedule of: (1) NJAW; (2) NJAW PWAC; (3) NJAW LSLRC; (4) NJAW SPC; (5) NJAWC RESIC and (6) NJWSA
EXHIBIT C -	Purchased Water Contracts between Petitioner and (1) NJAW; and (2) NJWSA
EXHIBIT D -	Schedule of Customers and Water Purchased
EXHIBIT E -	Proposed Cost Per Unit of Volume
EXHIBIT F -	Proposed PWAC Tariff Sheets and Proof of Revenue
EXHIBIT G -	PWAC Rate Proceedings Expenses
EXHIBIT H -	Tax Gross-Up Calculation
EXHIBIT I -	Form of Notice to be given of this filing and of Public Hearing

12. Attached hereto and made a part hereof in further support the Petitioner's proposed PWAC increase need is the Testimony of David G. Njuguna together with Exhibits DGN-1 through DGN-3 attached thereto.

13. Notice of this filing, a copy of this Petition and all other annexed Exhibits are being served upon the municipal clerk in each of the municipalities of the affected customers and, in duplicate, upon the Department of Law and Public Safety and the Director of the Division of Rate Counsel. Notice of the filing and a statement of its effect

will be furnished to Petitioner's customers by publication in newspapers published and circulated in Petitioner's service area pursuant to the rules of the Board.

14. Proof of service of the notices referred to herein will be filed with the Board by Petitioner in accordance with the Board's regulations.

WHEREFORE, Petitioner respectfully requests that the Board grant the following relief: (a) approving a PWAC rate as proposed herein for recovery of increased water purchase costs and authorizing same to be placed into effect at the earliest date possible; and (b) for such other further relief as may be just and equitable.

Respectfully Submitted,

By: _____

JAY L. KOOPER, ESQ.
Vice President, General Counsel & Secretary
Middlesex Water Company
485C Route One South, Suite 400
Iselin, NJ 08830
Attorney for Petitioner

Dated: October 30, 2026
Iselin, New Jersey

Agenda Date: 2/18/26
Agenda Item: 2C

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

REVENUE AND RATES

IN THE MATTER OF THE JOINT PETITION FOR AN APPROVAL OF AN INCREASE IN RATES FOR WATER AND WASTEWATER SERVICE AND OTHER TARIFF CHANGES FOR MIDDLESEX WATER COMPANY, PINELANDS WATER COMPANY, AND PINELANDS WASTEWATER COMPANY	)	ORDER ADOPTING INITIAL DECISION AND STIPULATION
	)	BPU DOCKET NO. WR25060372
	)	OAL DOCKET NO. PUC 12680-25S

Parties of Record:

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel
Stephen B. Genzer, Esq., Saul Ewing, LLP, on behalf of Middlesex Water Company
Corrine LaCroix Tighe, Esq., Hoagland Longo Moran Dunst & Doukas LLP, on behalf of East Brunswick Township
Michael R. Burns, Esq., Rainone, Coughlin, Minchello, on behalf of Marlboro Township and Old Bridge Municipal Utilities Authority
George M. Morris, Esq., Parker McCay P.A., on behalf of Township of Southampton
Ted J. Del Guercio, III, Esq., McManimon, Scotland & Baumann, LLC, on behalf of Borough of Highland Park

BY THE BOARD:[1]

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

BACKGROUND/PROCEDURAL HISTORY

On June 30, 2025, pursuant to N.J.S.A. 48:2-21, N.J.A.C.14:1-5.11, N.J.A.C 14:1-5.12, N.J.A.C 14:9-7.1 et seq., and N.J.A.C. 14:9-10.1 et seq., Middlesex Water Company ("Middlesex"), Pinelands Water Company ("Pinelands Water"), and Pinelands Wastewater Company ("Pinelands Wastewater") (collectively, "Joint Petitioners") filed a petition with the Board seeking approval of an increase in base rates ("Petition").

[1] Commissioners Rebhorn and Coviello abstained from voting on this matter.

The Joint Petitioners are all regulated public utilities of the State of New Jersey subject to the jurisdiction of the Board. Middlesex serves approximately 61,000 retail water customers throughout the State of New Jersey. Middlesex also provides wholesale water service to the City of Rahway, the Townships of Edison and Marlboro, the Borough of Highland Park, and the Old Bridge Municipal Utilities Authority ("OBMUA"). Middlesex also provides water treatment and pumping services to the Township of East Brunswick.

Pinelands Water and Pinelands Wastewater provide water and wastewater service to approximately 2,500 residential customers in Southampton Township in Burlington County. Pinelands Water is not physically interconnected with the Middlesex System and Pinelands Wastewater is a stand-alone system.

PETITION

By the Petition, Joint Petitioners requested Board approval to:

A. Increase rates to produce additional revenues of approximately $24,919,160 or approximately 19.31% above the annual level of present rate revenues for the test year period ending October 31, 2025, utilizing a return on equity of 10.50%;

B. Implement a unified tariff reflecting the consolidation of the Joint Petitioners into Middlesex with a consolidated rate structure;

C. Implement the depreciation rates, and resulting depreciation expense, identified in a depreciation study prepared by the Joint Petitioners; and

D. Utilize the results of a comprehensive cost of service study as a basis when setting rates in this matter.

By Order dated July 16, 2025, the Board suspended the proposed rates until December 1, 2025.[2] This matter was subsequently transmitted to the Office of Administrative Law ("OAL") for hearings as a contested case and assigned to ALJ Gertsman.

On September 19, 2025, ALJ Gertsman granted motions to intervene in this matter filed by the OBMUA, the Township of East Brunswick, the Township of Marlboro, the Township of Southampton, and the Borough of Highland Park.

On September 26, 2025, the Joint Petitioners updated the Petition to include nine (9) months of actual information and three (3) months of estimated information ("9+3 Update"). By the 9+3 Update, the requested revenue requirement increase was modified to $24,287,974.

After proper notice in newspapers of general circulation throughout the Joint Petitioners' service territories and service of notice upon affected municipalities and counties within the Joint Petitioners' service territories, two (2) virtual public hearings were held on November 18, 2025, at 4:30 p.m. and 5:30 p.m. Several members of the public attended, sixteen (16) of whom provided comments. The Board also received several written comments on this matter.

[2] In re the Joint Petition for an Approval of an Increase in Rates for Water and Wastewater Service and Other Tariff Changes for Middlesex Water Company, Pinelands Water Company, and Pinelands Wastewater Company, BPU Docket No. WR25060372, Order dated July 16, 2025.

By Order dated November 21, 2025, the Board further suspended implementation of the requested rates until April 1, 2026, unless prior to that date the Board makes a determination disposing of the Petition or enters an Order further suspending the proposed revisions.[3]

On December 16, 2025, the Joint Petitioners updated their schedules to include twelve (12) months of actual data ("12+0 Update"). By the 12+0 Update, the Joint Petitioners updated the proposed revenue requirement increase to $24,001,134.

STIPULATION

Following comprehensive discovery and settlement discussions, the Joint Petitioners, Board Staff ("Staff"), and the New Jersey Division of Rate Counsel ("Rate Counsel") (collectively, "Stipulating Parties"), executed the Stipulation, the key elements of which are as follows:[4]

1. For the purposes of the Stipulation, the Joint Petitioners' total rate base is agreed to be $643,000,000 based on a twelve (12)-month test year ended October 31, 2025, adjusted for certain known and measurable changes.

2. Also, for the purposes of the Stipulation only, the Signatory Parties agree to an overall Rate of Return ("ROR") of 6.78% calculated by applying the Weighted Average Cost of Capital ("WACC") methodology as shown in the following table:

	Capital Structure	Cost Rate	Weighted Cost Rate
Long Term Debt	45.55%	3.42%	1.56%
Preferred Equity	0.20%	5.01%	0.01%
Common Equity	54.25%	9.60%	5.21%
	100.00%		6.78%

3. The Signatory Parties agree that applying this 6.78% ROR to the rate base of $643,000,000 results in a $14,500,000 increase to the Joint Petitioners' present revenue requirement of $129,170,000.

   The table below shows how the $14,500,000 increase in revenue requirement can be obtained.

Rate Base	$643,000,000
Rate of Return	x 6.78%
Required Operating Income	$43,595,400
Operating Income-Present Rates	-33,675,505
Deficiency	9,919,895
Revenue Conversion Factor	x 1.461709
Revenue Requirement Increase	$14,500,000

[3] In re the Joint Petition for an Approval of an Increase in Rates for Water and Wastewater Service and Other Tariff Changes for Middlesex Water Company, Pinelands Water Company, and Pinelands Wastewater Company, BPU Docket No. WR25060372, Order dated November 21, 2025.

[4] Although summarized in this Order, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions in this Order. Paragraphs are numbered to coincide with the Stipulation.

The methodology for the revenue conversion factor is consistent with the approved methodology used in the prior Middlesex base rate case.[5]

4. Based on the assumptions contained in the Stipulation, the Signatory Parties therefore agree that the $14,500,000 increase to the Joint Petitioners' revenue requirement resulting from the Stipulation represents a level of revenue necessary to help ensure that the Joint Petitioners will continue to provide safe, adequate, and proper water and wastewater service to their customers. This revenue increase shall be allocated to water service and wastewater service, consistent with the proportion of revenue increases requested for each service in the Joint Petitioners' nine (9)-month actual and three (3)-month budgeted update filing. See Exhibit A of the Stipulation for a Summary of Revenues Under Present and Proposed Rates by Customer Class.

5. The Joint Petitioners submitted their proposed tariff pages, annexed to the Stipulation as Exhibit B (Tariff), pursuant to N.J.A.C. 14:3-1.3, and the Signatory Parties agree that the rate schedules shown in those tariff pages implement the terms of the Stipulation. The bill impact for a Middlesex residential customer, with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will increase from $224.65 to $246.57, an increase of $21.92 or 9.76%. The bill impact for a Pinelands Water residential customer, with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will increase from $134.49 to $155.00, an increase of $20.51 or 15.25%. The bill impact for a Pinelands Wastewater customer for a residential customer sending 15,000 gallons of wastewater per quarter, will increase from $251.57 to $319.06, an increase of $67.49 or 26.83%. See Exhibit C of the Stipulation for a Comparative Schedule of Present and Proposed Rates for all rates impacted by the Stipulation.

6. The Joint Petitioners shall pass back to customers the entire amount of the First Multi-District Litigation Settlement Proceeds over a twelve (12)-month period commencing on the effective date of the new base rates approved in this proceeding. Current Middlesex customers will receive a bill credit. A Middlesex residential customer, with a 5/8" meter, will receive a quarterly bill credit of $5.64 for four (4) billing periods.

7. The Signatory Parties recommend the proposed tariff pages, including rate schedules reflecting prudent and reasonable rates and charges, be in their entirely.

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

9. The Signatory Parties request that the Purchased Water Adjustment Clause ("PWAC") base consumption and base costs data annexed to the Stipulation as

[5] In re Middlesex Water Company for Approval of an Increase in its Rates for Water Service and Other Tariff Changes, BPU Docket No. WR23050292, OAL Docket No. PUC 04736-2023S, Order dated February 14, 2024.

Exhibit D (PWAC Settlement) be adopted and the findings required by N.J.A.C. 14:9-7.1 et. seq. related to the Middlesex PWAC be entered.

10. The Signatory Parties agree and recommend that the Board approve a change in the authorized depreciation rates applicable to Middlesex as reflected in Exhibit E of the Stipulation, which rates are supported by the comprehensive Depreciation Study submitted by Middlesex in this case and reflect the resolution of issues raised by the Signatory Parties during the settlement process related to such rates.

11. The Signatory Parties agree that the Distribution System Improvement Charge ("DSIC") Foundational Filing submitted on July 30, 2025 in BPU Docket No. WR25070452 must be approved by the Board before any new DSIC investment and/or DSIC rate recovery can occur and that the DSIC rate approved in BPU Docket No. WR23050288 shall be reset to zero on the effective date of new base rates in this case.

12. The Signatory Parties agree that the Joint Petitioners' first Resiliency and Environmental System Investment Charge ("RESIC") Foundational Filing, submitted on July 30, 2025 in BPU Docket No. WR25070451, must be approved by the Board before the RESIC investment continues through the RESIC period. The RESIC will be reset in the Joint Petitioners' next base rate proceeding.

13. The Signatory Parties agree and recommend that the Board authorize the capitalization of the Joint Petitioners' costs of tank painting, consistent with the Board's adoption of the Uniform System of Accounts promulgated by the National Association of Regulatory Utility Commissioners.

14. The Signatory Parties agree and recommend that the Board approve the Joint Petitioners' request to use deferred accounting for the costs related to the prevention, treatment and control of cases of Legionella bacteria pursuant to P.L. 2024, c. 66, signed into law by Governor Philip D. Murphy on September 12, 2024 and codified at N.J.S.A. 58:12A-10 through 13 and N.J.S.A. 26:1A-139 through 142. The Joint Petitioners will create a deferred debit for those deferred costs and will seek recovery of those costs in a future base rate case or RESIC filing.

15. The Signatory Parties agree that the Joint Petitioners will be permitted to use deferred accounting treatment to record as a regulatory asset/liability, as appropriate, the difference between the pension and other post-employment benefits ("OPEB") expense and the actual expense recorded for financial reporting purposes. The Signatory Parties agree that the newly established annual authorized levels of pension and OPEB expense will be ($1,454,437) and ($1,528,232), respectively effective with the approved rates in this proceeding. The Joint Petitioners will defer the difference between the authorized amount and the actual amount recorded for financial reporting purposes as determined in accordance with generally accepted accounting principles, provided that such amounts are known, final, and not subject to updates or adjustments. The amortization of any approved deferral will be decided in the Joint Petitioners' next base rate case. Nothing in the Stipulation is intended to impair the ability of any stipulating party to challenge the prudence of the Joint Petitioners' calculated levels of pension and OPEB amounts that it proposes to recover from the regulatory asset/liability account in the Joint Petitioners' next rate case proceeding.

16. The Signatory Parties will request in In re the New Jersey Board of Public Utilities' Consideration of the Gross Receipts Tax on Water and Sewer Utilities - Middlesex Water Company, BPU Docket No. WR25050313, that the Board approve the following settlement and resolution of the following issues specific to BPU Docket No. WR25050313:

a. Subject to update based on Board approval of a final stipulation of settlement in BPU Docket No. WR25050313, the Joint Petitioners shall return all regulatory liability associated with the erroneous Gross Receipts Tax ("GRT") rate imposed by the New Jersey Department of the Treasury, Division of Taxation ("Taxation") to customers through imposition of a one (1)-time bill credit to be applied to customers' bills on the first billing cycle following the Board's approval of new base rates in this proceeding.

b. Subject to update based on Board approval of a final stipulation of settlement in BPU Docket No. WR25050313, the Joint Petitioners shall conduct regular reviews of their tax payments and calculations, supported by appropriate internal audits and compliance controls to ensure accuracy and enhance detection of erroneous impositions of the GRT rate by Taxation.

c. Subject to update based on Board approval of a final stipulation of settlement in BPU Docket No. WR25050313, the Joint Petitioners shall identify the total regulatory liability balance to be refunded to customers, inclusive of all recorded and accrued amounts through the effective date of the new base rates established in this proceeding. Such identification shall include a complete and formally documented reconciliation of this balance, incorporating any previously omitted overcollection associated with the GRT payment made by Taxation on November 15, 2024 along with all GRT related overpayments recorded from December 1, 2024 through the effective date of the new base rates established in this proceeding. The Joint Petitioners shall provide the final regulatory liability amount, accompanied by supporting workpapers sufficient to fully substantiate the reconciliation, as part of the final resolution of BPU Docket No. WR25050313.

d. Subject to update based on Board approval of a final stipulation of settlement in BPU Docket No. WR25050313, the Joint Petitioners further agree that the allocation among customers and rate classes of the one-time bill credit derived from the total identified regulatory liability balance shall be determined and agreed upon as part of the final resolution of BPU Docket No. WR25050313.

e. While BPU Docket No. WR25050313 is a docket applicable only to Middlesex and no similar docket addressing these GRT issues has been opened with respect to Pinelands Water and Pinelands Wastewater, the one (1)-time bill credit to return all regulatory liability associated with the erroneous GRT rate imposed by Taxation discussed in subparagraph a. of Paragraph 16 of the Stipulation shall also apply to Pinelands Water and Pinelands Wastewater customers as part of the settlement of this base rate case. For a Pinelands Water residential customer with a 5/8" meter, the estimated amount of the one (1)-time bill credit is $26.52. For a Pinelands Wastewater customer, the estimated amount of the one (1)- time bill credit is $19.88.

17. The Joint Petitioners agree that Middlesex will submit as part of its next base rate case filing a low-income program proposal.

18. The Joint Petitioners agree that Middlesex will submit as part of its next base rate case filing a proposal to move the public fire service rate classification closer to cost of service over a period of time.

19. The Joint Petitioners agree to schedule mutually convenient meetings with OBMUA, Marlboro, and East Brunswick on an approximately quarterly basis to discuss, explore, and attempt to address issues of concern to OBMUA, Marlboro, East Brunswick, and Middlesex. At least five (5) days prior to each meeting, OBMUA, Marlboro, and East Brunswick shall independently or in unison provide to Middlesex an agenda listing all items they wish to discuss at such meetings.

INITIAL DECISION

By the Initial Decision, ALJ Gertsman found that the Stipulating Parties voluntarily agreed to the Stipulation and that the Stipulation fully disposes of all issues and is consistent with the law. As such, ALJ Gertsman ordered that the Stipulating Parties comply with the terms of the Stipulation and recommended the Initial Decision to the Board for adoption, modification, or rejection in accordance with N.J.S.A. 52:14B-10.

DISCUSSION AND FINDINGS

The Board, upon careful review of the record in this matter, including the Petition, the 9+3 Update and the 12+0 Update, and the Stipulation, agrees that the Stipulation is just and reasonable, voluntarily agreed to by the Stipulating Parties, and fully disposes of all issues in controversy in this matter.

In evaluating a proposed settlement for a requested rate increase pursuant to N.J.S.A. 48:2-21, the Board must independently review the record and determine, based upon substantial evidence therein, that the figures to which the Stipulating Parties have stipulated are just and reasonable.[6] The Board recognizes that the Stipulating Parties worked diligently to negotiate a compromise that meets the needs of as many stakeholders as possible. The Board further recognizes that the Stipulation represents a balanced solution considering the many complex issues addressed during the pendency of this proceeding.

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

As a result of the Stipulation, the average Middlesex residential water customer with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will see an increase in their quarterly bill of $21.92. For the average Pinelands Water residential customer with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will see an increase in their quarterly bill of

[6] In re Petition of Pub. Serv. Elec. & Gas, 304 N.J. Super. 247, 270 (App. Div.), certif. denied, 152 N.J. 12 (1997); N.J.S.A. 48:2-21(d).

$20.51. For the average Pinelands Wastewater residential customer sending 15,000 gallons of wastewater per quarter, will see an increase in their quarterly bill of $67.49.

The Board **HEREBY ORDERS** the Joint Petitioners to submit revised tariffs conforming to the terms and conditions of the Stipulation and this Order by February 19, 2026 for rates effective February 23, 2026.

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

This Order shall be effective on February 18, 2026.

DATED: February 18, 2026

BOARD OF PUBLIC UTILITIES
BY:

CHRISTINE GUHL-SADOVY
PRESIDENT

DR. ZENON CHRISTODOULOU
COMMISSIONER

MICHAEL BANGE
COMMISSIONER

ATTEST:

SHERRI L. LEWIS
BOARD SECRETARY

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

IN THE MATTER OF THE JOINT PETITION FOR AN APPROVL OF AN INCREASE IN RATES FOR WATER AND WASTEWATER SERVICE AND OTHER TARIFF CHANGES FOR MIDDLESEX WATER COMPANY, PINELANDS WATER COMPANY AND PINELANDS WASTEWATER COMPANY

BPU DOCKET NO. WR25060372
OAL DOCKET NO. PUC 12680-25S

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION APPROVING SETTLEMENT

OAL DKT. NO. PUC 12680-25

AGENCY DKT. NO. WR25060372

IN THE MATTER OF THE JOINT PETITION FOR AN APPROVAL OF AN INCREASE IN RATES FOR WATER AND WASTEWATER SERVICE AND OTHER TARIFF CHANGES FOR MIDDLESEX WATER COMPANY, PINELANDS WATER COMPANY, AND PINELANDS WASTEWATER COMPANY

Jay L. Kooper, Esq., Vice President, General Counsel and Secretary, for joint petitioners Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company (joint petitioners)

Stephen B. Genzer, Esq., for joint petitioners (Saul Ewing LLP, attorneys)

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

Susan E. McClure, Esq. Managing Attorney, for Division of Rate Counsel (Brian O. Lipman, Director)

Corrine LaCroix Tighe, Esq., for Intervenor, East Brunswick Township (Hoagland Longo Moran Dunst & Doukas, LLP, attorneys)

New Jersey is an Equal Opportunity Employer

Michael R. Burns, Esq., for Intervenor, Marlboro Township and Old Bridge Municipal Utilities (Rainone, Coughlin, Minchello, attorneys)

George M. Morris, Esq., for Intervenor, Township of Southampton (Parker McCay, P.A., attorneys)

Ted J. Del Guercio, **III**, Esq., for Intervenor, Borough of Highland Park (McManimon, Scotland & Baumann, LLC, attorneys)

Record Closed: January 6, 2026 Decided: January 6, 2026

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

This proceeding involves a joint petition filed on June 30, 2025, by joint petitioners Middlesex Water Company, Pinelands Water Company, and Pinelands Wastewater Company (collectively, “Joint Petitioners”) requesting that the Board of Public Utilities (Board) approve, pursuant to N.J.S.A. 48:2-21, an increase in its charges for water and wastewater service.

The petition was transmitted to the Office of Administrative Law (OAL) on July 17, 2025, for determination as a contested case, and assigned to the undersigned, who conducted the initial telephone prehearing conference on August 18, 2025. Duly noticed public hearings were held on November 18, 2025, at 4:30 p.m. and 5:30 p.m. via Zoom. Numerous members of the public, including those participating at the Southampton Municipal Building, uniformly testified against the proposed rate increase. The comments made by the public, joint petitioners, Board Staff and the Division of Rate Counsel were transcribed and made a part of the record. My chambers also received written comments opposing the rate increases. The written comments have also been made a part of the record.

The parties have agreed to settle this case and have entered into an agreement. Having reviewed the terms of their agreement, I have determined that the settlement is

voluntary, consistent with the law, and fully dispositive of all issues in controversy between the parties in this case. Therefore, I **ORDER** that the settlement agreement is **APPROVED**, that its terms are **INCORPORATED** into this decision, and that this case is **CONCLUDED**.

I **FILE** my decision with the **BOARD OF PUBLIC UTILITIES** for consideration. This recommended decision may be adopted, modified, or rejected by **BOARD OF PUBLIC UTILITIES**, who is empowered by law to make a final decision in this case. If the **BOARD OF PUBLIC UTILITIES** does not so act within 45 days, and unless such time limit is otherwise extended, this recommended decision becomes a final decision in accordance with N.J.S.A. 52:14B-10.

January 6, 2026 

DATE JACOB S. GERTSMAN, ALJ t/a

Date Received at Agency: January 6, 2026

Date Mailed to Parties:

JSG/cab

c: Clerk, OAL-T

MIDDLESEX WATER COMPANY

January 6, 2026

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

Re: In the Matter of the Joint Petition for Approval of an Increase in Rates for Water and Wastewater Service and Other Tariff Changes for Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company
OAL Docket No. PUC 12680-2025S
BPU Docket No. WR25060372

Dear Judge Gertsman:

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

Also enclosed for filing please find letters of no objection to the settlement from the Intervenors – the Township of Marlboro and Old Bridge Municipal Utilities Authority, the Township of East Brunswick, the Borough of Highland Park and the Township of Southampton. This Stipulation fully resolves all matters at issue in this proceeding.

The Parties are endeavoring to have the Stipulation be acted upon by the Board of Public Utilities at its January 28, 2026 Agenda meeting. It is our collective hope that to accomplish that, that Your Honor will be able to consider the enclosed and process an Initial Decision as promptly as possible. The Parties stand ready to fully cooperate with any request to assist in accommodating this outcome.

Very truly yours,

Jay L. Kooper
Vice President, General Counsel & Secretary

cc: Service List (attached) (via electronic mail)
Colleen Bautista (OAL) (via electronic mail)

OAL SERVICE LIST

In the Matter of the Joint Petition for Approval of an Increase in Rates for Water and Wastewater Service and Other Tariff Changes for Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company

OAL Docket No. PUC 12680-2025S
BPU Docket No. WR25060372

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STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF ADMINISTRATIVE LAW

IN THE MATTER OF THE JOINT PETITION FOR AN APPROVAL OF AN INCREASE IN RATES FOR WATER AND WASTEWATER SERVICE AND OTHER TARIFF CHANGES FOR MIDDLESEX WATER COMPANY, PINELANDS WATER COMPANY AND PINELANDS WASTEWATER COMPANY	**STIPULATION OF SETTLEMENT** **OAL DOCKET NO. PUC 12680-2025S** **BPU DOCKET NO. WR25060372**

APPEARANCES:

Stephen B. Genzer, Esq., Saul Ewing LLP, and **Jay L. Kooper, Esq.**, Vice President, General Counsel & Secretary on behalf of Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company, Joint Petitioners

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Susan McClure, Esq., Managing Attorney, Water and Wastewater, **Christine Juarez, Esq.**, Assistant Deputy Rate Counsel, and **Megan Lupo, Esq.**, Assistant Deputy Rate Counsel on behalf of the Division of Rate Counsel (Brian O. Lipman, Esq., Director)

Louis N. Rainone, Esq. and **Michael R. Burns, Esq.**, Rainone Coughlin & Minchello, LLC, on behalf of the Township of Marlboro and the Old Bridge Municipal Utilities Authority

Corrine LaCroix Tighe, Esq. and **Clarissa Barfield, Esq.**, Hoagland, Longo, Moran, Dunst & Doukas, LLP, on behalf of the Township of East Brunswick

George M. Morris, Esq., Parker McCay, P.A., on behalf of the Township of Southampton

Ted Del Guercio III, Esq., McManimon, Scotland & Baumann, LLC, on behalf of the Borough of Highland Park

TO: THE HONORABLE JACOB S. GERTSMAN, ADMINISTRATIVE LAW JUDGE:

This Stipulation of Settlement ("Stipulation" or "Settlement") resolves all issues raised in BPU Docket No. WR25060372 in which Middlesex Water Company ("Middlesex"), Pinelands Water Company ("Pinelands Water") and Pinelands Wastewater Company ("Pinelands Wastewater") (collectively, "Joint

Petitioners") filed a joint petition with the New Jersey Board of Public Utilities ("Board") seeking to increase rates for water and wastewater service and other tariff changes ("Joint Petition"). The parties to this Stipulation are the Joint Petitioners, the New Jersey Division of Rate Counsel ("Rate Counsel"), and Board Staff ("Staff") (collectively, "Signatory Parties"). The following entities filed Motions to Intervene, which were unopposed by the Joint Petitioners and subsequently granted: the Township of Marlboro ("Marlboro"), the Old Bridge Municipal Utilities Authority ("OBMUA"), the Township of East Brunswick ("East Brunswick"), the Township of Southampton ("Southampton"), and the Borough of Highland Park ("Highland Park") (collectively, "Intervenors") (together, the Signatory Parties and the Intervenors shall be designated as "Parties"). At this time, the Signatory Parties expect that the Intervenors will each submit letters confirming that they do not object to the terms of the Stipulation of Settlement.

BACKGROUND

On June 30, 2025, the Joint Petitioners, all public utility corporations of the State of New Jersey, pursuant to N.J.S.A. 48:2-21, and N.J.A.C. 14:1-5.11, 14:1-5.12, 14:9-7.1 et seq. and N.J.A.C. 14:9-10.1 et seq., filed the Joint Petition requesting an increase in rates for water and wastewater service, to make other tariff changes, and to update the base consumption and base costs established in Middlesex's prior base rate proceeding utilized when setting Middlesex's Purchased Water Adjustment Clause ("PWAC") under N.J.A.C. 14:9-7.1 et seq.[1]

By the Joint Petition, the Joint Petitioners requested a base rate increase of approximately $24.9 million or 19.31% above the adjusted annual level of present rate revenues for the test year ending October 31, 2025. Additionally, the Joint Petitioners requested authority to make other tariff changes to become effective on the date on which the new rates become effective unless the Board decided to act earlier on any of the proposed changes.

[1] Middlesex's prior base rate case in BPU Docket No. WR23050292 concluded by Order of the Board filed February 14, 2024 with rates effective March 1, 2024. Pinelands Water's prior base rate case in BPU Docket No. WR22090555 and Pinelands Wastewater's prior base rate case in BPU Docket No. WR22090556 concluded by Orders of the Board filed April 12, 2023 with rates effective in four phases on April 1, 2023, October 1, 2023, April 1, 2024 and October 1, 2024.

On July 16, 2025, the Board issued an Order suspending the proposed rate increase until December 1, 2025.[2] On November 21, 2025, the Board issued a second Order further suspending the proposed rate increase until April 1, 2026 unless the Board, prior to that date, made a determination disposing of the Joint Petition.[3]

The Board transmitted the Joint Petition to the Office of Administrative Law for hearing as a contested case and Administrative Law Judge ("ALJ") Jacob S. Gertsman was assigned to this matter. A telephonic pre-hearing conference was held on August 18, 2025. A pre-hearing order identifying issues and scheduling evidentiary hearings was issued on September 19, 2025.

On September 26, 2025, the Joint Petitioners submitted a "9+3 Update" filing containing actual data for the nine (9) months ending July 31, 2025, and revised projections through the post-test year period indicating a revenue requirement of approximately $24.3 million. On December 16, 2025, the Joint Petitioners submitted their final "12+0 Update" filing containing actual data for the twelve (12) months ending October 31, 2025, and revised projections through the post-test year period indicating a revenue requirement of approximately $24.0 million.

After proper notice, two (2) public hearings were held virtually at 4:30 p.m. and 5:30 p.m. on November 18, 2025, with ALJ Gertsman presiding. Approximately sixteen (16) individuals spoke at the public hearing. Their comments primarily concerned the magnitude of the increase requested. The Board also received correspondence in opposition to the proposed increase from members of LeisureTowne, Inc., which constitutes a portion of the Pinelands Water's and Pinelands Wastewater's customer base.

Separately, but of relevance to this settlement, on May 8, 2025, the Joint Petitioners filed an application to the Board seeking to merge Pinelands Water and Pinelands Wastewater, each a direct,

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[2] In re Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company for Approval of an Increase in Rates for Water and Wastewater Service and Other Tariff Changes, BPU Docket No. WR25060372, Order dated July 16, 2025.

[3] In re Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company for Approval of an Increase in Rates for Water and Wastewater Service and Other Tariff Changes, BPU Docket No. WR25060372, Order dated November 21, 2025.

wholly-owned subsidiary of Middlesex, into Middlesex ("Middlesex-Pinelands Merger Case").[4] That matter was docketed as BPU Docket No. WR25050284. The Joint Petitioners structured their requests with respect to the Joint Petition based on the combined corporate structure described in the Merger Petition. Concurrently with the settlement of this matter, the Joint Petitioners engaged in settlement discussions in the Middlesex-Pinelands Merger Case and the parties to that case have executed a Stipulation of Settlement that is currently pending before the Board for its consideration.

Also separately, but of relevance to this settlement, on August 29, 2023, Middlesex entered into a settlement agreement in a matter before the United States District Court for the District of New Jersey captioned Middlesex Water Company v. 3M Company, No. 2:18-cv-15366 (D.N.J.). As part of this settlement agreement, Middlesex agreed to enter a separate multi-district litigation ("MDL") against several manufacturers of Perfluoralkyl and Polyfluoralkyl Substances ("PFAS") pending before the United States District Court for the District of South Carolina captioned In re Aqueous Film-Forming Foams Products Liability Litigation, M.D.L No. 2873 (J.P.M.L.) ("AFFF Class Action"). A settlement was reached in the AFFF Class Action with the following PFAS manufacturers: 1) 3M Company ("3M") and DuPont ("DuPont") in March 2024; and 2) Tyco Fire Products, LP ("Tyco") and BASF Corporation ("BASF") in November 2024. The 3M settlement yielded two (2) payments in 2025 to be followed by annual payments for several subsequent years. The DuPont, Tyco and BASF settlements are expected to result in one (1)-time payments in the future, with the specific amounts Middlesex will receive from this settlement still unknown as of the date of this Stipulation. For 2025, Middlesex has received $3,295,633 from the 3M settlement net of the litigation costs and fees it incurred to pursue this litigation ("First MDL Settlement Proceeds"). The settlement terms set forth in this Stipulation, infra, take into account the Joint Petitioners' intent to apply the First MDL Settlement Proceeds to inure to the benefit of their customers in the form of mitigating rates as part of this base rate case settlement.

[4] In re the Merger of Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company, BPU Docket No. WM25050284, Joint Petition dated May 8, 2025 ("Merger Petition").

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

The Signatory Parties hereto HEREBY AGREE and STIPULATE that:

SETTLEMENT TERMS[5]

1. For the purposes of this Settlement, the Joint Petitioners' total rate base is agreed to be $643,000,000 based on a twelve (12)-month test year ended October 31, 2025, adjusted for certain known and measurable changes.

2. Also, for the purposes of this Settlement only, the Signatory Parties agree to an overall Rate of Return ("ROR") of 6.78% calculated by applying the Weighted Average Cost of Capital ("WACC") methodology as shown in the following table:

	Capital Structure	Cost Rate	Weighted Cost Rate
Long Term Debt	45.55%	3.42%	1.56%
Preferred Equity	0.20%	5.01%	0.01%
Common Equity	54.25%	9.60%	5.21%
	100.00%		6.78%

3. The Signatory Parties agree that applying this 6.78% ROR to the rate base of $643,000,000 results in a $14,500,000 increase to the Joint Petitioners' present revenue requirement of $129,170,000.

[5] For presentation purposes the calculations provided in the "Settlement Terms" are rounded.

The table below shows how the $14,500,000 increase in revenue requirement can be obtained.

Rate Base	$643,000,000
Rate of Return	x 6.78%
Required Operating Income	$43,595,400
Operating Income-Present Rates	-33,675,505
Deficiency	9,919,895
Revenue Conversion Factor	x 1.461709
Revenue Requirement Increase	$14,500,000

The methodology for the revenue conversion factor is consistent with the approved methodology used in the prior Middlesex base rate case.[6]

4. Based on the assumptions contained in this Stipulation, the Signatory Parties therefore agree that the $14,500,000 increase to the Joint Petitioners' revenue requirement resulting from this Stipulation represents a level of revenue necessary to help ensure that the Joint Petitioners will continue to provide safe, adequate, and proper water and wastewater service to their customers. This revenue increase shall be allocated to water service and wastewater service, consistent with the proportion of revenue increases requested for each service in the Joint Petitioners' nine-month actual and three-month budgeted update filing. See Exhibit A annexed hereto for a Summary of Revenues Under Present and Proposed Rates by Customer Class.

5. The Joint Petitioners submitted their proposed tariff pages, annexed hereto as Exhibit B (Tariff), pursuant to N.J.A.C. 14:3-1.3, and the Signatory Parties agree that the rate schedules shown in those tariff pages implement the terms of this Stipulation. The bill impact for a Middlesex residential customer, with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will increase from $224.65 to $246.57, an increase of $21.92 or 9.76%. The bill impact for a Pinelands Water residential customer, with a 5/8" meter, using 2,000 cubic feet (14,960 gallons) of water per quarter, will increase from

[6] In re Middlesex Water Company for Approval of an Increase in its Rates for Water Service and Other Tariff Changes, BPU Docket No. WR23050392, Order dated February 14, 2024.

$134.49 to $155.00, an increase of $20.51 or 15.25%. The bill impact for a Pinelands Wastewater customer for a residential customer sending 15,000 gallons of wastewater per quarter, will increase from $251.57 to $319.06, an increase of $67.49 or 26.83%. See Exhibit C annexed hereto for a Comparative Schedule of Present and Proposed Rates for all rates impacted by this Stipulation.

6. The Joint Petitioners shall pass back to customers the entire amount of the First MDL Settlement Proceeds over a twelve (12)-month period commencing on the effective date of the new base rates approved in this proceeding. Current Middlesex customers will receive a bill credit. A Middlesex residential customer, with a 5/8" meter, will receive a quarterly bill credit of $5.64 for four billing periods.

7. The Signatory Parties recommend the proposed tariff pages, including rate schedules reflecting prudent and reasonable rates and charges, be approved in their entirety.

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

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

10. The Signatory Parties agree and recommend that the Board approve a change in the authorized depreciation rates applicable to Middlesex as reflected in Exhibit E to this Stipulation, which rates are supported by the comprehensive Depreciation Study submitted by Middlesex in this case and reflect the resolution of issues raised by the Signatory Parties during the settlement process related to such rates.

11. The Signatory Parties agree that the Distribution System Improvement Charge ("DSIC") Foundational Filing submitted on July 30, 2025 in BPU Docket No. WR25070452 must be approved by the Board before any new DSIC investment and/or DSIC rate recovery can occur and that the DSIC rate

approved in BPU Docket No. WR23050288 shall be reset to zero on the effective date of new base rates in this case.

12. The Signatory Parties agree that the Joint Petitioners' first Resiliency and Environmental System Investment Charge ("RESIC") Foundational Filing, submitted on July 30, 2025 in BPU Docket No. WR25070451, must be approved by the Board before the RESIC investment continues through the RESIC period. The RESIC will be reset in the Joint Petitioners' next base rate proceeding.

13. The Signatory Parties agree and recommend that the Board authorize the capitalization of the Joint Petitioners' costs of tank painting, consistent with the Board's adoption of the Uniform System of Accounts promulgated by the National Association of Regulatory Utility Commissioners.

14. The Signatory Parties agree and recommend that the Board approve the Joint Petitioners' request to use deferred accounting for the costs related to the prevention, treatment and control of cases of Legionella bacteria pursuant to P.L. 2024, c. 66, signed into law by Governor Philip D. Murphy on September 12, 2024 and codified at N.J.S.A. 58:12A-10 through 13 and N.J.S.A. 26:1A-139 through 142. The Joint Petitioners will create a deferred debit for those deferred costs and will seek recovery of those costs in a future base rate case or RESIC filing.

15. The Signatory Parties agree that the Joint Petitioners will be permitted to use deferred accounting treatment to record as a regulatory asset/liability, as appropriate, the difference between the pension and other post-employment benefits ("OPEB") expense and the actual expense recorded for financial reporting purposes. The Signatory Parties agree that the newly established annual authorized levels of pension and OPEB expense will be ($1,454,437) and ($1,528,232), respectively effective with the approved rates in this proceeding. The Joint Petitioners will defer the difference between the authorized amount and the actual amount recorded for financial reporting purposes as determined in accordance with generally accepted accounting principles, provided that such amounts are known, final, and not subject to updates or adjustments. The amortization of any approved deferral will be decided in the Joint Petitioners' next base rate case. Nothing in this Stipulation is intended to impair the ability of any stipulating party to challenge the prudence of the Joint Petitioners' calculated levels of pension and OPEB amounts that it

proposes to recover from the regulatory asset/liability account in the Joint Petitioners' next rate case proceeding.

16. The Signatory Parties will request in I/M/O The New Jersey Board of Public Utilities' Consideration of the Gross Receipts Tax on Water and Sewer Utilities – Middlesex Water Company, BPU Docket No. WR25050313, that the Board approve the following settlement and resolution of the following issues specific to BPU Docket No. WR25050313:

a. Subject to update based on Board approval of a final Stipulation of Settlement in BPU Docket No. WR25050313, the Joint Petitioners shall return all regulatory liability associated with the erroneous Gross Receipts Tax ("GRT") rate imposed by the New Jersey Department of the Treasury, Division of Taxation ("Taxation") to customers through imposition of a one-time bill credit to be applied to customers' bills on the first billing cycle following the Board's approval of new base rates in this proceeding.

b. Subject to update based on Board approval of a final Stipulation of Settlement in BPU Docket No. WR25050313, the Joint Petitioners shall conduct regular reviews of their tax payments and calculations, supported by appropriate internal audits and compliance controls to ensure accuracy and enhance detection of erroneous impositions of the GRT rate by Taxation.

c. Subject to update based on Board approval of a final Stipulation of Settlement in BPU Docket No. WR25050313, the Joint Petitioners shall identify the total regulatory liability balance to be refunded to customers, inclusive of all recorded and accrued amounts through the effective date of the new base rates established in this proceeding. Such identification shall include a complete and formally documented reconciliation of this balance, incorporating any previously omitted overcollection associated with the GRT payment made by Taxation on November 15, 2024 along with all GRT related overpayments recorded from December 1, 2024 through the effective date of the new base rates established in this proceeding. The Joint Petitioners shall provide the final regulatory liability amount, accompanied by supporting workpapers sufficient to fully substantiate the reconciliation, as part of the final resolution of BPU Docket No. WR25050313.

d. Subject to update based on Board approval of a final Stipulation of Settlement in BPU Docket No. WR25050313, the Joint Petitioners further agree that the allocation among customers and rate classes of the one-time bill credit derived from the total identified regulatory liability balance shall be determined and agreed upon as part of the final resolution of BPU Docket No. WR25050313.

e. While BPU Docket No. WR25050313 is a docket applicable only to Middlesex and no similar docket addressing these GRT issues has been opened with respect to Pinelands Water and Pinelands Wastewater, the one-time bill credit to return all regulatory liability associated with the erroneous GRT rate imposed by Taxation discussed in subparagraph a. of this paragraph shall also apply to Pinelands Water and Pinelands Wastewater customers as part of the settlement of this base rate case. For a Pinelands Water residential customer with a 5/8" meter, the estimated amount of the one-time bill credit is $26.52. For a Pinelands Wastewater customer, the estimated amount of the one-time bill credit is $19.88.

17. The Joint Petitioners agree that Middlesex will submit as part of its next base rate case filing a low-income program proposal.

18. The Joint Petitioners agree that Middlesex will submit as part of its next base rate case filing a proposal to move the public fire service rate classification closer to cost of service over a period of time.

19. The Joint Petitioners agree to schedule mutually convenient meetings with OBMUA, Marlboro, and East Brunswick on an approximately quarterly basis to discuss, explore, and attempt to address issues of concern to OBMUA, Marlboro, East Brunswick, and Middlesex. At least five (5) days prior to each meeting, OBMUA, Marlboro, and East Brunswick shall independently or in unison provide to Middlesex an agenda listing all items they wish to discuss at such meetings.

20. The Signatory Parties agree that they will use their best efforts to ensure that this Stipulation shall be presented to the Board for approval at a public agenda meeting in January 2026. Each Signatory Party also understands that a Board Order adopting this Stipulation will become effective upon the service of said Board Order or upon such date after the service thereof as the Board may specify in

accordance with N.J.S.A. 48:2-40. However, the Signatory Parties understand there is no guarantee that this matter will be decided on a particular date or at a specific Board meeting.

21. This Stipulation is the product of extensive negotiations by the Parties, and it is an express condition of the Settlement embodied by this Stipulation that it be presented to the Board in its entirety without modification or condition. It is also the intent of the Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Parties to this Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from the order adopting same as to those issues upon which the Parties have stipulated herein. The Signatory Parties agree that the within Stipulation reflects mutual balancing of various issues and positions and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Signatory Parties hereto expressly and jointly state that they would not have signed or not opposed this Stipulation had any terms been modified in any way. In the event any particular aspect of this Stipulation is not accepted and approved by the Board, then any Party hereto materially affected thereby shall not be bound to proceed under this Stipulation. The Signatory Parties further agree that the purpose of this Stipulation is to achieve fair and reasonable customer rates, and that it will avoid protracted and costly litigation of specific issues and that with respect to any policy or other issues which were compromised in the spirit of reaching an agreement, none of the Parties shall be prohibited from or prejudiced in arguing a different policy or position before the Board in any other proceeding, as such agreements pertain only to this matter and to no other matter.

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

MIDDLESEX WATER COMPANY
PINELANDS WATER COMPANY
PINELANDS WASTEWATER COMPANY

January 2, 2026
Date:

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

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

01/05/2026
Date:

By: Meliha Arnautovic DAG
Meliha Arnautovic, Esq.
Deputy Attorney General

BRIAN O. LIPMAN, ESQ.,
DIRECTOR, DIVISION OF RATE COUNSEL

1/6/26
Date:

By: CMJ
Christine M. Juarez, Esq.
Assistant Deputy Rate Counsel

MIDDLESEX WATER COMPANY
RATE CASE 2025
DOCKET # WR25060372
SUMMARY OF REVENUES UNDER PRESENT AND PROPOSED RATES BY CUSTOMER CLASS

			EXISTING			PROPOSED		
RESIDENTIAL	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
5/8"		182,432		$ 70.29	$ 12,823,145		$ 73.11	$ 13,337,604
3/4"		31,580		105.51	3,332,006		109.74	3,465,589
1"		5,740		175.80	1,009,092		191.61	1,099,841
1 1/2"		484		351.54	170,145		383.19	185,464
2"		148		562.50	83,250		613.14	90,745
					17,417,638			18,179,243
USAGE (CCF)		481,302,246		0.0771066	37,111,580		0.0866540	41,706,765
					$ 54,529,218			$ 59,886,008

			EXISTING			PROPOSED		
COMMERCIAL	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
5/8"	11,988		$ 23.43		$ 280,879	$ 24.37		$ 292,148
3/4"	4,704		35.17		165,440	36.58		172,072
1"	6,048		58.60		354,413	63.87		386,286
1 1/2"	4,896		117.18		573,713	127.73		625,366
2"	12,264		187.50		2,299,500	204.38		2,506,516
3"	2,880		351.55		1,012,464	383.19		1,103,587
4"	828		585.92		485,142	638.65		528,802
6"	132		1,171.82		154,680	1,277.28		168,601
8"	168		1,874.90		314,983	2,043.64		343,332
10"	48		2,695.16		129,368	2,937.72		141,011
12"	24		5,038.75		120,930	5,492.24		131,814
					5,891,511			6,399,534
USAGE (CCF)		252,365,173		0.0771066	19,459,020		0.0866540	21,868,452
					$ 25,350,532			$ 28,267,986

			EXISTING			PROPOSED		
INDUSTRIAL	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
5/8"	0		$ 23.43		$ -	$ 24.37		$ -
3/4"	24		35.17		844	36.58		878
1"	96		58.60		5,626	63.87		6,132
1 1/2"	240		117.18		28,123	127.73		30,655
2"	420		187.50		78,750	204.38		85,840
3"	468		351.55		164,525	383.19		179,333
4"	948		585.92		555,452	638.65		605,440
6"	624		1,171.82		731,216	1,277.28		797,023
8"	204		1,874.90		382,480	2,043.64		416,903
10"	96		2,695.16		258,735	2,937.72		282,021
					2,205,751			2,404,224
USAGE (CCF)		137,524,014		0.0771066	10,604,009		0.0866540	11,917,006
					$ 12,809,760			$ 14,321,230
GENERAL METERED SERVICE REVENUE					**$ 92,689,510**			**$ 102,475,223**

			EXISTING			PROPOSED		
PRIVATE FIRE WITH HOSE	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
1"	0	0	$ -	$ -	$ -	$ -	$ -	$ -
2"	12	8	82.13	246.39	2,957	91.88	$275.64	3,308
3"	0	0	180.67	542.01	0	202.12	$606.36	0
4"	120	24	301.61	904.83	57,909	337.42	$1,012.26	64,785
6"	948	4	617.19	1,851.57	592,502	690.48	$2,071.44	662,861
8"	1,488	0	883.72	2,651.16	1,314,975	988.66	$2,965.98	1,471,126
10"	576	0	1,417.51	4,252.53	816,486	1,585.83	$4,757.49	913,438
12"	12	0	2,096.03	6,288.09	25,152	2,344.92	$7,034.76	28,139
					2,809,982			3,143,656
PRIVATE FIRE WITHOUT HOSE	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE
1"	12	44	$ 27.40	$ 82.20	$ 3,946	$ 30.65	$91.95	$ 4,414
2"	312	92	67.76	203.28	39,843	75.81	$227.43	44,576
3"	396	32	135.67	407.01	66,750	151.78	$455.34	74,676
4"	2,832	180	225.11	675.33	759,071	251.84	$755.52	849,204
6"	2,424	188	457.52	1,372.56	1,367,070	511.85	$1,535.55	1,529,408
8"	1,824	8	654.13	1,962.39	1,208,832	731.80	$2,195.40	1,352,366
10"	144	0	1,047.45	3,142.35	150,833	1,171.83	$3,515.49	168,744
12"	12	0	1,548.05	4,644.15	18,577	1,731.87	$5,195.61	20,782
					3,614,920			4,044,170
					6,424,902			7,187,827
USAGE (CCF)		14,727,362		0.0771066	1,135,577		0.0866540	1,276,185
					$ 7,560,479			**$ 8,464,011**

PUBLIC FIRE	INCH FEET	HYDRANTS	RATE	HYD. CHG	REVENUE	RATE	HYD. CHG	REVENUE
	35,464,226	4,790	$ 0.040560	$ 936.40	**$ 5,923,785**	$ 0.047050	$1,085.74	**$ 6,869,272**

		USAGE (MG)	BASE RATE	TRANSMISSION RATE	REVENUE	BASE RATE	TRANSMISSION RATE	REVENUE
WHOLESALE 1	E.Brunswick	2,448.616	$ 2,127.61		$ 5,209,699	$2,371.24		$ 5,806,255
WHOLESALE 2	Edison/Hld Pk	1,093.204	$ 3,017.88		$ 3,299,160	$ 3,353.54		$ 3,666,105
WHOLESALE 3	Rahway	134.484	$ 3,017.88	$ 1,593.86	$ 620,204	$ 3,353.54	$1,771.14	$ 689,186
WHOLESALE 4	Old Bridge	968.157	$ 3,017.88	$ 1,486.13	$ 4,360,587	$ 3,353.54	$1,651.42	$ 4,845,586
	Marlboro	1,112.739	$ 3,017.88		$ 3,358,111	$ 3,353.54		$ 3,731,613
	Marlboro	1,642.500		$ 1,486.13	$ 2,440,969		$1,651.42	$ 2,712,457
		7,426.121			**$ 19,288,730**			**$ 21,451,202**
MISCELLANEOUS					134,688			135,010
BAYVIEW					107,992			119,892
ROUNDING					322			(1,843)
					$ 125,705,505			**$ 139,512,768**

PINELANDS WATER COMPANY
RATE CASE 2025
DOCKET # WR25060372

SUMMARY OF REVENUES UNDER PRESENT AND PROPOSED RATES BY CUSTOMER CLASS

		EXISTING		PROPOSED	
GENERAL METERED SERVICE	QTRLY BILLS	QTRLY RATE	REVENUE	QTRLY RATE	REVENUE
5/8"	2,756	$ 60.15	$ 165,773	$ 62.56	$ 172,415
3/4"	7,004	90.12	631,200	93.72	656,415
1"	12	150.15	1,802	163.66	1,964
1 1/2"	8	300.24	2,402	327.26	2,618
2"	12	480.39	5,765	523.63	6,284
			806,942		839,696
	CONSUMPTION	RATE (TG)		RATE (TG)	
USAGE (TG)	114,136.96	$ 4.9590	566,005	$ 6.1694	704,157
			$ 1,372,947		$ 1,543,853
PUBLIC FIRE	HYDRANTS	ANNUAL HYD. CHG	REVENUE	ANNUAL HYD. CHG	REVENUE
	93	$ 717.45	$ 66,723	$ 857.16	$ 79,716
MISCELLANEOUS			322		322
ROUNDING	==========>		0		(295)
			$ 1,439,992		**$ 1,623,596**

PINELANDS WASTEWATER COMPANY
RATE CASE 2025
DOCKET # WR25060372

SUMMARY OF REVENUES UNDER PRESENT AND PROPOSED RATES BY CUSTOMER CLASS

		EXISTING		PROPOSED	
GENERAL METERED SERVICE	QTRLY BILLS	QTRLY RATE	REVENUE	QTRLY RATE	REVENUE
FIXED CHARGE	9,784	$ 117.56	$ 1,150,207	$ 149.10	$ 1,458,794
	CONSUMPTION	RATE (TG)		RATE (TG)	
USAGE (TG)	65,918.12	$ 8.9342	588,926	$ 11.3308	746,905
			$ 1,739,133		$ 2,205,699
SERVICE UNDER CONTRACT	CONSUMPTION	RATE (TG)	REVENUE	RATE (TG)	REVENUE
USAGE (TG)	10,440	$ 14.69	$ 153,419	$ 18.64	$ 194,574
MISCELLANEOUS			350		350
ROUNDING	==========>				(40)
			$ 1,892,902		**$ 2,400,583**

MIDDLESEX WATER COMPANY

B.P.U. No. 1 WATER AND WASTEWATER

MIDDLESEX WATER COMPANY

TARIFF

for

WATER AND WASTEWATER SERVICE

Applicable in

ALL TERRITORY SUPPLIED BY THE COMPANY

IN BURLINGTON, CUMBERLAND, MIDDLESEX, MONMOUTH, AND UNION COUNTIES

Date of Issue: ~~October 7, 2024 and January 28~~June 30, 2025

Effective for service rendered on and after: ~~March 1, 2025~~_____, 2026

Issued by: ~~Nadine Leslie~~Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South,
Suite 400
Iselin, New Jersey 08830-~~0452~~3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated ~~February 12, 2025, in Docket No. WR2410078 and Order of the Board of Public Utilities, State of New Jersey dated January 10, 2024~~_____, 2026~~,~~ in Docket No. ~~WR23050291~~WR25060372.

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, 44 South Clinton Avenue, 9th Floor, Trenton, NJ.

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 1-609-~~292-2422~~633-9800 or the Board's Division of Customer Assistance, if you have billing problems, at ~~1-609-341-9188,~~ 1-800-624-0241 or www.nj.gov/bpu.

As a customer, you have the right to review this tariff at the Company's offices or at the Board's office in Trenton. 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 4:00 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 "Customer Rights, Responsibilities and Frequently Asked Questions." This is a summary document; 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.

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 shall furnish a receipt to each customer that makes a deposit. If the deposit is provided by mail, internet or telephone, the utility may comply with this requirement by displaying the amount of the deposit on the customer's next bill. (New Jersey Administrative Code (N.J.A.C.) 14:3-3.4(i))~~.~~

Each utility shall review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years. If this review indicates that the customer has met the utility's standard requirements for establishing credit, the utility shall refund the customer's deposit. (N.J.A.C. 14:3-3.5 (a))~~.~~

Interest payments on the customer deposits held to secure residential accounts shall be made to the customer at least once during each 12-month period in which a deposit is held. (N.J.A.C. 14:3-3.5(g))~~.~~

When a utility refunds a deposit or pays a customer interest on a deposit, the utility shall offer the customer the option of a credit to the customer's account or a separate check. In either case, the utility shall provide the full refund or payment within one billing period after the review required under N.J.A.C. 14:3-3.5(a) is completed, or after the interest payment is due, as applicable, unless other reasonable arrangements are made between the customer and the utility. (N.J.A.C. 14:3-3.5(h))~~.~~

(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. 14:3-3.4(j))~~.~~

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 (~~exc~~e.g. ~~W~~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. 14:3-7.7(b).2) 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. 14:3-7.7(f))

DISCONTINUANCE OF SERVICE

(6) A utility shall not discontinue service because of nonpayment in cases where a charge is in dispute, provided the undisputed charges are paid and the customer has requested that the Board of Public Utilities investigate the disputed charge. (N.J.A.C. 14:3-3A.2(e)5)

In accordance with N.J.A.C. 14:3-7.6(b) the utility shall notify the customer that they may make a request to the Board of Public Utilities for an investigation of the disputed charge.

(7) A notice of discontinuance sent to the customer shall be postmarked no earlier than twenty (~~15~~20) days after the postmark date of the outstanding bill. The notice of discontinuance for nonpayment shall provide the customer with at least ten (10) days written notice of the utility's intention to discontinue service. (N.J.A.C. 14:3-3A.3)

The utility shall make good faith efforts to determine which of their 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. (N.J.A.C. 14:3-3A.4(c))

(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. (N.J.A.C. 14:3-3A.1(c))

(9) The occupant of a multiple family dwelling has the right to be notified of a pending service discontinuance at least ~~fifteen~~ thirty (~~15~~30) days prior to the service being discontinued. (N.J.A.C. 14:3-3A.6)

(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(c)) 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))

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. 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. 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)

(13) Whenever a water meter is found to registering fast by more than one and one-half percent (1 ½ %), 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~~one hundred percent (100 %) 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 one hundred ~~100~~ percent (100 %) 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~~one hundred percent (100%) except in the case of meter tampering, non-registering meters or in circumstances in which the customer should reasonably have known that ~~his~~ the bill did not reflect ~~his~~ the actual usage. (N.J.A.C. 14:3-4.6)

(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. 14:3-6.1(b))

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. 14:3-7.2)

(16) For new customers, bills will be rendered electronically by default. Current customers will be provided the option of moving to electronic billing or remaining on their current billing method. Customers will receive an electronic notification when their bill is available for viewing. Customers may opt to receive a paper bill by contacting Customer Service at (800) 549-3802.

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 safe, adequate, and proper 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, water, and/or wastewater utility customer.

4. You are entitled to at least one deferred payment plan in one year if you have an outstanding bill you cannot pay.

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.

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: You are required to make good faith payments on all reasonable bills for service and in return are assured of the right to have utility services from November 15 to March 15 without fear of termination of such service.~~—~~ 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~~You have the right to continue receiving utility service as long as you pay the charges for the utility service you received. You will not receive notice threatening to turn off your utility service based on extra charges.~~.~~

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 - TELEPHONE NUMBER
1-609-777-3300
www.nj.gov/bpu/

Date of Issue: ~~January 10, 2012~~ June 30, 2025
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~~1500 Ronson Road~~485C Route 1 South, Suite 400
Iselin, New Jersey 08830-~~0452~~3020

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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, the Township of Clark in the County of Union and to the former customers of Bayview Water Company in the Township of Downe, in the County of Cumberland, LeisureTowne and Hampton Lakes sections of Southampton Township in the County of Burlington.

- Contract service to the Township of Edison, Borough of Highland Park, and Old Bridge Municipal Utilities Authority (in the Township of Old Bridge), in the County of Middlesex, the City of Rahway, in the County of Union and the Township of Marlboro, in the County of Monmouth. Vincentown section of Southampton Township in the County of Burlington.

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

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS FOR WATER AND WASTEWATER

1.1. COMPANY means Middlesex Water Company.

~~1.1.~~1.2. TARIFF, as referred to herein, is this entire "Tariff for Water and Wastewater Service" as the same may be amended or revised from time to time.

~~1.2.~~1.3. WATER SERVICE includes all service necessary to supply customers with water at their premises.

~~1.3.~~1.4. A CUSTOMER is a person, partnership, firm, corporation, governmental subdivision or agency receiving water service to premises, as hereinafter defined.

~~1.4.~~1.5. 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.

~~(f)~~(g) A condominium unit.

~~(g)~~(h) A public building.

~~(h)~~(i) A single plot, such as a park, playground or cemetery.

(j) A water or wastewater utility.

~~(i)~~(k) Any point of connection from which water from the Company is taken by the end-use customer (for example, a fire hydrant).

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS ~~(Continued)~~OF TERMS FOR WATER AND WASTEWATER (Continued)

~~1.~~DEFINITIONS OF TERMS FOR WATER

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

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

1.8 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.

1.9 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.

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

1.11 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.

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

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

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

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

1.16 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 approved by the licensed operator of the public community water system in accordance with N.J.A.C. 7:10-10.2(e) and the Company's Cross-Connection Control Plan.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS FOR WATER AND WASTEWATER (Continued)

~~1.~~DEFINITIONS OF TERMS FOR WATER (Cont'd)

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

1.18 A METER ENCLOSURE, is a structure, approved by the Company, designed to contain, protect and provide accessibility for water meters and appurtenances installed outside of a premise.

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

DEFINITIONS OF TERMS FOR WASTEWATER

1.20 SERVICE CONNECTION means the wastewater line extended from the curb line to the main or lateral in the street. The Service Connection is furnished, installed, owned and maintained by the Company at its expense, except as otherwise provided in this Tariff.

1.21 HOUSE CONNECTION means the wastewater line running from a building to the curb line and connecting with the Service Connection. The House Connection is furnished, installed, owned, and maintained by the Customer at their expense, except as otherwise provided in this Tariff.

1.22 The SERVICE LATERAL is a general term describing the connecting service piping between the customer's premises and the Wastewater Collection piping and consists of the Service Connection and the House Connection.

1.23 A CLEANOUT is a vertical riser installed on the Service Lateral generally for the purpose of inspecting and maintaining the Service Lateral. There may be several Cleanouts installed on the Service Lateral. The Cleanout is owned and maintained by the Customer.

~~1.19~~1.24 CURB CLEANOUT means a cleanout installed on the service lateral located between the curb line and property line and at the point where the Service Connection and the House Connection connect. The Curb Cleanout is owned and maintained by the Customer. Where a Curb Cleanout does not exist at this location, the point of transition between the Service Connection and House Connection shall be halfway between the curb line and property line.

STANDARD TERMS AND CONDITIONS

2. APPLICATION FOR ESTABLISHMENT OF WATER AND/OR WASTEWATER SERVICE
~~2.~~

2.1. Application for water and/or wastewater service may be made by telephone, by email, 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.

APPLICATION FOR WATER SERVICE

2.4. A separate application for water service must be made for each water connection, including fire and irrigation service.

2.5. Applications for water service are not transferable and shall expire after one year from the original date of application if it is not acted upon by the Applicant. Each new owner or occupant of the premises to be supplied is required to make a new application.

2.6. An 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 an 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~~ the original 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 ensure that such customers are served under the most advantageous schedule.

2.9. An 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.

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

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.

2.11. Application for Water Service:

MIDDLESEX WATER COMPANY

APPLICATION FOR WATER SERVICE

Account No. _____ Tap No. _____

Meter Size _____

_____ Service Line _____ New Set _____ Previously Supplied

Service Address _____

Block No. _____ Lot _____ Phone # _____

Name _____
(If Corporation, give exact Corporate Name)

Mailing Address _____

Name of Owner _____ Address _____
(If other than Applicant)

This application is subject to the Standard Terms and Conditions contained in the Company's Tariff on file with the Board of Public Utilities.

Customers Signature _____Owner

_____Tenant

MIDDLESEX WATER COMPANY

By _____ Date _____

This application is also subject to the following conditions, provisions and undertakings, all of which are agreeable to the Customer:
All service line installations from curb to house must be laid in a separate trench with a cover of not less than 4 feet over the top of the pipe. Service lines installed in trenches with sewer or gas lines will not be connected.
If this application is accepted, the Company will grant permission to connect the service pipe. Connections however are to be made only by persons authorized by the Company.
The Company reserves the right to set, replace, or remove a meter or meters at any time: to shut off water temporarily in cases of necessity or permanently whenever there is a misuse or waste of water.
If objections in writing are not received by the Company within ten days after receipt of bill, such bill shall be deemed to be correct and binding upon the Customer.
When water is cut off for non-payment of bill, the charge for turning on the water shall be in accordance with the terms and conditions of the Company.
The Customer shall pay for the damages to meters resulting from freezing or acts of negligence of himself or his tenants or agents.
The Company will turn water off provided the Customer gives five days' notice in writing of his wish to have supply discontinued.

DEPOSIT _____

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

2.12. Application for Private Fire Protection Service:

MIDDLESEX WATER COMPANY

APPLICATION AND AGREEMENT FOR PRIVATE FIRE PROTECTION SERVICE

Applicant: _____ **Tap Number** _____

Location of Premises: _____
Street Address **Town or City** **Zip Code**

Mailing Address: _____

Phone # _____

Block _____ **Lot** _____ **Meter Size** _____

The undersigned Applicant hereby requests a connection for Private Fire Protection Service to the above described premises.

The Applicant agrees to pay the rates and comply with the Standard Terms and Conditions of the Middlesex Water Company, as set forth in the Tariff for Water Service on file with the Board of Public Utility Commissioners of the State of New Jersey, as the same may be amended, revised or supplemented from time to time. Copies of the Tariff are available for inspection at the Company office.

It is understood and agreed that the Applicant's responsibility to pay for Private Fire Protection Service will continue from the date service is commenced, pursuant to this Application, until written notice is received by the Company of a change of ownership or occupancy of the premises or written notice is received by the Company to discontinue such service.

Private fire service lines are equipped with special meters and shall be used exclusively for fire protection purposes.

The Applicant understands and agrees that the Company assumes no obligation to render any special service or to maintain any fixed or definite quantity of water or pressure and that the Company shall be free and exempt from any and all claims for damages or injury to persons or property by reason of failure to supply water or pressure, or due to any other cause whatsoever.

It is further understood and agreed that the Company shall not in any way, or under any circumstances, be liable or responsible to any party for any loss or damage resulting from fire or water, or other agency, which may occur due to the installation or presence of a private fire service connection or any pipe or fixture connected therewith: or for any loss or damage resulting from any leakage or other flow of water from said private fire service connection, or any of the pipes or fixtures connected therewith: of for any loss or damage resulting from any excess or deficiency in pressure or supply of water, due to any cause whatsoever.

Prepared by: _____ **Date:** _____

Witness or Attest:

_____ _____
SIGNATURE OF APPLICANT

Application Accepted: Middlesex Water Company **By** _____

Insurance Company: _____ **Policy #** _____

Insurance Co. Address: _____

(Note: If the Applicant is a corporation, this agreement should be signed by the President or Vice President and attested by the Secretary or Assistant Secretary and affix corporate seal.)

STANDARD TERMS AND CONDITIONS

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

APPLICATION FOR WASTEWATER SERVICE

2.13. All property upon which any building shall have been erected or constructed, or upon which any building shall hereafter be erected or constructed, and which is used for dwelling purposes, or which uses wastewater service lying along the line of the wastewater system of the Company and lies within the territory described in 'TERRITORY SERVED,' may be connected.

2.14. Hereafter, before any new connection shall be made to said wastewater system by any owner of property along the line thereof, said owner shall make application in writing to the Company upon proper forms supplied for that purpose by the Company. Such owner shall not make any connection until the consent of the Company is granted and any necessary municipal permission has been secured.

2.15. Plans and specifications for such connection to said wastewater system must comply with such municipal rules and regulations as are in effect at such time.

2.16. The owner of any property connecting the same with said wastewater system shall make the House Connection at the owner's expense. Any damage to the pavement, sidewalk, curb or gutter resulting from the making of such House Connection shall be repaired by the said owner and shall be restored at the owner's expense.

STANDARD TERMS AND CONDITIONS

3. CUSTOMERS' DEPOSITS

3.1. Deposits may be required where any customer to whom the Company may be supplying water and/or providing wastewater service has not established or maintained satisfactory credit. Deposits may also be required for applicants for metered water service who have not established or maintained ~~their~~ satisfactory 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~~ to 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~~ as much of such deposit ~~insofar~~ as is necessary to pay the bill and ~~will~~ may 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. 14:3-3.5(a))

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. 14:3-3.5(d)). 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, water, and wastewater utilities to secure residential accounts. (N.J.A.C. 14:3-3.5(g))

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, the cost of the backflow prevention device, plus the estimated amount of water which may be used during construction. When the meter and backflow prevention device are returned to the Company in good condition, the deposit will be refunded together with outstanding interest, less any amount due for unpaid bills.

STANDARD TERMS AND CONDITIONS

4. SERVICE PIPES / SERVICE CONNECTION

4.1. The service pipe / service connection~~–~~ from the distribution / collection~~–~~ main to the curb line, including the curb stop, meter pit and meter 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, access meter pits, operate curb stops and remove, service, or repair meters 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 or service connection will be installed until the connecting pipe house connection has been installed and staked by the Customer within twenty-four inches~~feet~~ (24~~"~~ ~~ft.~~"in.) of the curb or edge of pavement,~~;~~ or where the connecting pipe service connection is installed in the same trench with water/sewer pipe belonging to another utility, gas pipe, electric conduit or any other facility.

4.5. A curb stop, ~~and~~ meter pit, or cleanout 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 up to and including a one~~two~~-inch (1~~2~~" in.) diameter pipe for potable water service.~~.~~ The curb stop or meter pit 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 meter pit.

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

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

4.8. (Reserved for Future Use.)

~~4.8.~~4.9. Any change requested by the customer in the location or configuration of the existing service pipe or service connection, if approved by the Company, shall be made at the expense of the customer including the necessary modifications to comply with the Company's cross-connection control and exterior meter enclosure requirements.

STANDARD TERMS AND CONDITIONS

4. SERVICE PIPES / SERVICE CONNECTION (Continued)

~~4.10. Any change requested by the customer in the location or configuration of the existing service pipe, if approved by the Company, shall be made at the expense of the customer including the necessary modifications to comply with the Company's cross-connection control and exterior meter enclosure requirements.~~

~~4.11.~~4.10. Where a service pipe is for temporary use, the customer shall bear the entire expense of making and removing the connection, subject to a refund whenever service is established on a permanent basis.

~~4.12.~~4.11. Where a service pipe is available for a customer's premises, the customer 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 reduced size service.

~~4.13.~~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.

~~4.14.~~4.13. Charges and costs, if any, associated with special road opening and restoration requirements imposed by the governing agency shall be reimbursed by the customer (or prospective customer) requesting said work resulting in the need to open a roadway under moratorium. This includes fines or charges in excess of normal road opening permit fees, costs for restoration work required, and any other costs incurred by the Company for this work. The burden of obtaining the approval of the governing agency for this road opening, and any costs related to this approval shall be the responsibility of the customer (or prospective customer).

~~4.15.~~4.14. Charges for service pipe installation that are excessive shall be paid by the ~~Customer~~customer. The cost of a service pipe installation shall be considered excessive if the cost of the installation exceeds two (2) times the average cost of the same diameter service of the previous ~~12~~ 12-month calendar year. The ~~Customer~~ customer shall reimburse the Company for the difference between the actual installation cost~~s~~ and the amount used to determine ~~if~~ that the cost~~s~~ is excessive.

STANDARD TERMS AND CONDITIONS

5. CONNECTING PIPES / HOUSE CONNECTION

5.1. A connecting pipe / house connection ~~–~~attached to the service pipe / service connection 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 / house connection is the property of the customer and shall be maintained and kept in repair by the customer. The un-metered length of any connecting pipe shall not exceed ten feet (10 ft.) in length, as measured from the curb stop or curb line to the proposed point of metering.

5.3. The connecting pipe / house connection ~~–~~shall be of strength and quality approved by the local municipal construction code or other authority with jurisdiction.

5.4. The connecting pipe / house connection ~~-~~shall be installed by a licensed plumber or other approved mechanic prior to the installation of the Company's service pipe / service connection. The ~~Connecting~~ connecting pipe shall be installed to within twenty-four inches (24 ~~"~~ in.) of the curb or edge of pavement, the termination point staked, and the pipe shall be properly sealed by the plumber or mechanic to prevent the entry of ground water into the pipe. For connecting pipes, t~~T~~he pipe shall be installed without sharp bends, at right angles to the line of the street, in a trench not less than four feet (4 ft.) in depth, to avoid damage and possible interruption to service caused by freezing. The pipe shall not be installed within three feet (3 ft.) 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.

~~5.4.~~The Building Sewer (service connection) shall be a minimum of four inches (4 in.) in diameter and it shall be installed at a minimum slope of two percent (2 %).

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.

STANDARD TERMS AND CONDITIONS

6. METERS

6.1. The Company will furnish, install, own, 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 without Company approval.

6.3. ~~(Reserved for Future Use.)~~Meters will be maintained and may be tested in accordance with regulatory requirements or as determined appropriate by the Company. The customer shall provide and maintain acceptable access to the meter installation for Company representatives and agents to perform these activities.

6.4. ~~(Reserved for Future Use.)~~If access to the meter and meter installation is not provided by the customer, either by denial of access or by non-response to Company requests for access, the Company may utilize an additional meter installation as determined appropriate by the Company for the purpose of billing. In this situation the new meter shall be used for billing, the original meter shall cease to be used for billing, and the original meter installation shall become the property and responsibility of the customer.

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's expense.

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 a permanent meter enclosure located no more than ten feet (10~~ feet~~ ft.) from the curb stop unless otherwise required or agreed to by the Company. When meters are permitted by the Company to be installed inside the customer's commercial, multi-unit dwelling or industrial building, the meters shall be located in a clean, dry, heated, illuminated, and safe place not subject to great variations in temperature, within five feet (5~~ feet~~ ft.) to the point of entrance of the connecting pipe. The location shall be separated from the remainder of the premise by a permanent wall with a single exterior entrance such as to be easily accessible, with a minimum of inconvenience to the Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs.

STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

6.8. (Cont'd) ~~Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs.~~ For meters larger than four inches (4 ~~"~~ in.) located within the premises, the customer shall provide a paved concrete surface that is readily accessible to self-propelled, mechanical lifting equipment without the need to dismantle or remove any portions of the structure, landscape, or features of the property to remove the meter.

6.9. For meters one and one-half inches (~~1 1/2"~~1 ½ in.) in size and larger, if requested by the Customer, or when service cannot readily be interrupted for testing or replacing the meter per ~~BPU~~ Board of Public Utilities regulations, or upon the Company's discovery of open bypass, the installation for said meter shall be equipped with metered and cross-connection controlled bypass 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 install an above ground meter enclosure outside of the public right-of-way, or in a driveway, roadway, or any other location determined to be unacceptable by the Company the installation is subject to the approval of the Company and the cost of installing, operating, and maintaining the above ground meter enclosure shall be the responsibility of the customer.

~~6.11.~~Where it is necessary to set a meter outside of a building, the meter shall be placed in an above ground meter enclosure ~~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 above ground meter enclosure~~meter housing~~ is the responsibility of the customer. ~~Housing for small meters can be purchased from the Company at cost.~~

~~6.12.~~Company installed and owned meter enclosure 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.~~6.12. If the meter enclosure is installed upon property ~~which~~ that is not owned by the customer, the customer is required to furnish the Company with written permission from the owner of the property. ~~which~~ The permission will be binding on the owner, ~~his~~ the owner's administrators, executors, heirs, successors, and assigns.

~~6.14.~~6.13. The meter enclosure shall be frost-proof, heated when above-ground, and either well drained or watertight and shall be provided with a secure cover or access door with a convenient locking device. Meter enclosures shall be kept clear of snow, ice, dirt, mulch, tress/shrubs, fences, landscaping, vehicles, equipment, or any other objects which might prevent ready accessibility for reading, inspecting, testing, changing, and making necessary adjustments or repairs of the meter.

STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

~~6.15.~~6.14. 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.~~6.15. 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.~~6.16. 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.~~6.17. If a customer observes an unusual increase over the average quantity of water used, which cannot be accounted for, the ~~Customer~~ customer should inform the Company immediately.

~~6.19.~~6.18. When a billing dispute is known to exist, the ~~utility~~ Company shall, prior to removing the meter, advise the customer that the customer may have the meter tested by the ~~utility~~ Company or may have the Board of Public Utilities either conduct a test of the meter or witness a testing of the meter by the ~~utility~~Company, 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 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.~~7~~ 9 Meter records.

6.19. If a meter is found to be registering fast by more than one and one-half percent (1 ½%) percent, an adjustment of charges will be made.

6.20. 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.

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.~~6.21. Only employees or persons authorized by the Company shall remove the meter under any circumstances.

6.22. Tampering with the meter, meter pit, curb stops, valves, or its connections is prohibited.

6.23. Winterizing of Irrigation Meters – the Customer shall be responsible for protecting and ensuring that meters in meter housings are properly protected when irrigation systems are winterized. Only personnel approved and registered by the Company may work on, remove, and reinstall irrigation meters in accordance with Company requirements. These registered personnel, or any other persons, CANNOT operate the Company's Curb Stop shutoff valve. Only Company personnel, or its agents, may operate the Curb Stop valve.

STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES

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

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

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

7.4. (Reserved for Future Use.)

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

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

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

STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES (Continued)

7.8. Physical connections, such as cross-connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply, including but not limited to private wells or fire service must comply with the requirements of an approved NJDEP Physical Connection Permit.

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

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

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

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

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

7.14. Customers shall test, by use of a Certified Backflow Protection Tester, all cross-connection control devices associated with the ~~Customer's~~ customer's premises in accordance with the frequency required as a condition of the NJDEP Physical Connection Permit or as specified in the Company's Cross-Connection Control Program. The results of the backflow prevention test results shall be submitted to the utility in accordance with the Company's Cross-Connection Control Program and the NJDEP Physical Connection Permit. During each backflow prevention test, the Certified Backflow Protection Tester shall also confirm, in writing to the W4 Licensed Operator of the Company, that there are no un-metered and therefore no un-protected connections attached to the ~~Customer's~~ customer's connecting pipe(s) upstream of the backflow preventer and meter.

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 and/or wastewater service will be rendered on a ~~at least once in each~~monthly or ~~calendar~~ quarterly basis. 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~~ thirteen percent (13%) ~~or $ ~~ of your current period charges reflect the average gross receipts and franchise taxes ~~which~~ that 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. 14:3-7.2)

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 one and one-half percent (1~~ 1/2~~ ½ %)~~ 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~~ one hundred percent (100%) except in the case of meter tampering, non-registering meters, or in circumstances in which the customer should reasonably have known that ~~his~~ the bill did not reflect ~~his~~ the actual usage.

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

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 Schedule~~s~~ PFS) on the same premises will be charged at the ~~Facilities~~ 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 Schedule~~s~~ PFS will be charged separately.

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

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

8.10. ~~At least twenty (20) 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 20-day period.~~ If a bill remains unpaid for a period of twenty (20) days from the date rendered, it shall be classified as delinquent and a late notice will be sent. If the bill is then not paid within ten (10) days of mailing of the late notice and if payment arrangements are not made, service will be discontinued. 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.

~~8.10.~~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 and/or wastewater 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, the amount of such deposit being determined as provided on Sheet No. 17, paragraph 3.1.

STANDARD TERMS AND CONDITIONS

8. BILLS (Continued)

~~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 and/or wastewater 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~~ ensure 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~~ that are exempt from revenue-based taxes will be credited with an amount equivalent to the tax exemptions.

8.15. Late Payment Charge: A late payment charge at the rate of 0.75% per monthly period shall be applied to the accounts of non-residential customers taking service under Rate Schedules No. 1, No. 1-A, No. 2, and No. 2-A contained herein. Service to state, county or municipal government entities will not be subject to a late payment charge. The charge will be applied to all amounts billed including accounts payable and unpaid finance charges applied to previous bills and will not be applied sooner than twenty-five (25) days after a bill is rendered, in accordance with N.J.A.C. 14:3-7.1(e). The amount of the finance charge to be added to the unpaid balance shall be calculated by multiplying the unpaid balance by the late payment charge rate. When payment is received by the Company from a customer who has an unpaid balance which includes charges for late payment, the payment shall be applied first to unpaid water service charges and then to the remainder of the unpaid balance.

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, including water diversion or other permit, 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~~ residential service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8 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.

~~(a)~~Customers unable to pay the full annual bill shall be afforded the opportunity to enter into a reasonable deferred payment agreement. If service is discontinued, a reconnection fee of $25.00 shall apply.

(b) Tampering with any facility of the Company; theft of service, failure to install, test, and maintain adequate cross-connection control as required under the Company's Cross-Connection Control Plan.

(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.

STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

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 (Cont'd):

9.1.3. For any or the following acts or omissions on the part of the customer (Cont'd):

(h) Connecting and operating in such manner as to produce disturbing effects on the service of the Company or other customers, includes but is not limited to failure to comply with the Company's Cross-Connection Control Plan.

(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 the 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, or the reading, ~~or~~ testing, inspection, ~~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.

Public ~~Utilities~~ 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. ~~[The Company shall not discontinue service unless the customer's arrearage is more than $100.00 or the account is more than three months in arrears. N.J.A.C. 14:3-3A.2(a)]~~

9.3. If a bill remains unpaid for a period of twenty (20) days from the original postmark or electronic transmission date, it shall be classified as delinquent and a late notice will be sent. If the bill is then not paid within ten (10) days of mailing of the late notice and if payment arrangements are not made, service will be discontinued.

STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

9.4. Discontinuance of residential service for nonpayment is prohibited for up to 90 days initially if a medical emergency exists within the residential premises, which would be aggravated by a discontinuance of service ~~and the customer gives reasonable proof of inability to pay~~. The following conditions apply to this 90-day prohibition on discontinuance: ~~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. 14:3-7.7.~~

(a) ~~The Board may extend the 60-day period for good cause.~~The utility may require the customer to provide reasonable proof of inability to pay;

(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.~~The utility may require the customer to submit a written statement by a licensed medical professional to the utility, stating the existence of the emergency, its nature and probable duration, and that discontinuation of service will aggravate the medical emergency;

(c) At the end of such period of emergency, the customer shall remain liable for payment for all services rendered, subject to N.J.A.C. 14:3-7.6 (N.J.A.C. 14:3-3A.2(i))

The Board may extend the 90-day period at (i) above for good cause. The customer shall request such an extension from Board staff in writing. The request shall be accompanied by an updated document from a licensed medical professional that meets the requirements at (i)2 above. Pending the Board staff's review of the request for extension, utility service shall not be discontinued.

9.5. All notices herein of discontinuance shall be delivered to the owner personally or by mail, addressed to the last address of the owner listed in the Company records. On all notices of discontinuance to residential customers, there shall be included:

(a) A statement that the utility is subject to the jurisdiction of the New Jersey Board of Public Utilities and the address and phone number of the Board. The telephone number of the Board to be indicated on such statement are 609-341-9188 and 1-800-624-0241 (toll free).

(b) A statement that in the event the customer is either unable to make payment of a bill or wishes to contest a bill the customer should contact the Company. The notice shall contain information sufficient for the customer to make appropriate inquiry.

~~(b)~~(c) A statement that if the customer is presently unable to pay an outstanding bill, the customer may contact the Company to discuss the possibility of entering into a reasonable deferred payment agreement. In the case of a residential customer receiving more than one different service from the same utility, the statement shall state that deferred payment agreements are available separately for each utility service.

MIDDLESEX WATER COMPANY

B.P.U. No. 1 WATER AND WASTEWATER

Date of Issue: ~~August 17, 2009~~ June 30, 2025

Effective for service rendered on and after: ~~March 17, 2010~~ _____, 2026

Issued by: ~~Dennis W. Doll~~Robert K. Fullagar, President, New Jersey Operations
~~1500 Ronson Road~~485C Route 1 South, Suite 400
Iselin, New Jersey 08830-~~0452~~3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated ~~March 17, 2010~~ _____, 2026, in Docket No. ~~WR-09080666~~ WR25060372.

STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

9.6. Unauthorized reconnections shall be considered theft of service. Unauthorized reconnections by a customer no longer in arrears, shall be considered tampering with utility facilities.

The Company has certain rights under the law to obtain the cessation of acts constituting theft of service that have been committed in violation of N.J.S.A. 2C:20-8, as well as complete restitution for any losses or damages it has suffered as a result of said acts. Customers who tamper with Company property to illegally restore service after being shut off for nonpayment or any other reason under N.J.A.C. 14:3-3A et seq. may be subject to fees for work performed and responsible for payment of any resulting damages.

When a customer is physically disconnected (water service) or the service lateral is plugged (wastewater service) for non-payment of a bill, or for violation of the standard terms and conditions of service, the customer will be required to pay, in addition to any outstanding or delinquent amount, the Company's actual cost of reconnection or $350.00, whichever is more, before service is restored.

Additionally, wastewater service customers who remove plugs from their service laterals and water customers who operate the curb stop to restore service after disconnection are tampering with Company property and may be criminally charged with theft of service.

STANDARD TERMS AND CONDITIONS

10. PRIVATE FIRE PROTECTION SERVICE

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

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

10.3. Private fire service lines that do not include FDCs, fire hydrants, storage tanks, pumping equipment, and/or any combination of these shall be equipped with a rated fire service meter and double check valve assembly in accordance with the Company's Cross-Connection Control Plan and an approved NJDEP Physical Connection Permit, ~~(~~if required~~)~~. The connecting pipe shall be ~~the~~ at least the same size as the meter.

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

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

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

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

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

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~~ 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.

STANDARD TERMS AND CONDITIONS

12. WATER AND WASTEWATER MAIN EXTENSIONS

12.1. Applications for extensions may be made in person, by telephone, by email, or by mail, at any ~~Commercial~~ commercial ~~Office~~ office of the Company. Upon receipt of such application, the Company will make a survey and advise the applicant as to the most suitable plan for installing the proposed extension and the probable cost to the customer. ~~Applicant~~ The applicant will be responsible for paying for proposed extensions per the suggested formula within N.J.A.C. 14:3-8.5.

12.2. Distribution mains will be extended only in public streets or highways or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority to be in public streets or highways and subject to the provisions of N.J.S.A. Title 39. The Company will require an easement with terms acceptable to the Company in cases where the streets or highways have not been accepted. In no case, however, will distribution mains be installed until streets or highways have been rough graded to an established and approved grade. In the alternative, and at the sole and absolute discretion of the Company, mains may be installed in properly configured and recorded easements with terms acceptable to the Company.

12.3. Water and/or wastewater main extensions will be installed pursuant to agreements ~~which~~ that will be prepared in accordance with all applicable laws of the State and Board of Public Utilities regulations and orders including but not limited to those regulations contained in N.J.A.C. 14:3-1, N.J.A.C. 14:3-6, and N.J.A.C. 14:3-8.

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.

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 dialysis centers, medical/dental offices, adult/child care facilities, manufacturing or processing plants, schools, 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.

STANDARD TERMS AND CONDITIONS

13. GENERAL RULES (Continued)

13.6. Neither by inspection approval nor non-rejection, 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 hydrant, 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. From time to time, the Company may provide public notices, specific notices, correspondence or other notifications ("Notices") regarding the presence of conditions affecting the quality and/or quantity of water service provided by the Company. (Examples of such Notices include, but are not limited to, boil water alerts, notice of hydrant or main flushing, and notice of water quality testing results.) These Notices may contain information about actions members of the public may wish to, are recommended to, or should take in response to the conditions identified in the Notice. In the event the Company issues a Notice, the Company will not be liable for any expenses or costs incurred by a customer or end-user for any action taken in response to any condition identified in the Notice.

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.

STANDARD TERMS AND CONDITIONS

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

14.1. 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 14.1~~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, N.J.A.C. 14:3-3A.1 and N.J.A.C. 14:3-3A.2 for any of the following acts or omissions on the part of the customer:

14.1.1. Discontinuance of service for failure to comply with use restrictions.

(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.

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 Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases, the Company will post information on its website, issue calls to customers directing them to the website URL, post to social media, and work with local municipalities to notify residents. 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.

STANDARD TERMS AND CONDITIONS

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

14.2.(Cont'd)

~~14.2.1.(Cont'd) Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases, the Company will post information on its website, issue calls to customers directing them to the website URL, post to social media and work with local municipalities to notify residents. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other sections of this tariff.~~

14.2.2. The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and the Board by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.7(g), within one week. Thereafter the utility shall provide weekly reports for the duration of the emergency.

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

STANDARD TERMS AND CONDITIONS

~~15.~~ MULTI-USE SERVICE REQUIREMENTS

15.

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.

15.4.

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

15.5. To include cross-connection control device(s) in accordance with the Company's Cross-Connection Control Plan.

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 compliance with the Company's Cross-Connection Control Plan.

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.

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 in accordance with the Company's Cross-Connection Control Plan.

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. 14:3-3A.6.

~~15.7.~~15.10. 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 in accordance with the Company's Cross-Connection Control Plan.

STANDARD TERMS AND CONDITIONS

SPECIAL REQUIREMENTS RELATED TO WASTEWATER SERVICE

16. APPLICABLE TO USE OF SERVICE FOR:

16.1. Only domestic sanitary sewage will be carried and treated under Rate Schedule No. 12.

16.2. Grease interceptors shall be provided by the customer, at customer's expense when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease or other ingredients harmful to the wastewater system or wastewater treatment plant or processes.

The size and type of each interceptor shall be determined according to maximum volume and rate of discharge, and each separator shall be approved by the Company. No wastes other than those requiring separation shall be discharged into any interceptor.

16.3. Grease interceptors for major installations shall be a mechanical device which is not solely dependent upon employees for maintenance and operation.

All interceptors shall be installed upon the lines of the customers in such a manner and location that it is accessible for inspection by the employees of the Company.

17. CHARACTER OF SERVICE:

17.1. Service is available at any and all times and is continuous, except as limited by Standard Terms and Conditions.

18. TERMS OF USE:

18.1. In accordance with the National Standard Plumbing Code adopted by the Uniform Construction Code of the State of New Jersey, no storm drainage system, sump pumps, floor or foundation drains, or French, curtain, or similar drains of a building shall be connected directly or indirectly to the sanitary drainage system. The Company adopts the above provision and prohibits the drainage of storm water into its collecting system.

18.2. No fixture or fixtures shall be installed in the premises of a customer in a basement or at any other point, unless the trap of the fixture is at least six (6) inches above the level of the manhole cover of the Company's main which is nearest to the connection from said customer's premises. This provision does not apply where adequate pumping facilities are installed on the premises. The Company may require the removal of any fixture which violates this provision and failure to remove such fixture within the time specified shall be cause for the Company to discontinue service and refuse further services until the offending fixture or fixtures are removed.

STANDARD TERMS AND CONDITIONS

SPECIAL REQUIREMENTS RELATED TO WASTEWATER SERVICE (Continued)

18. TERMS OF USE (Cont'd):

18.3. The Company shall not be liable for any reason for any damages related to a backing up of sewerage through open traps in fixtures located in basements or otherwise or from open joints in sewer lines located in basements or elsewhere, where such traps or lines are less than six (6) inches above the level of the manhole cover of the Company's main which is nearest to the connection from the premises of the customer.

18.4. No industrial wastes, trade wastes, acids, alkalis, oils or any type of waste whatsoever, except that which is generally designated as domestic sanitary sewage shall be dumped into the system.

18.5. The limitations on wastewater discharges set forth in Exhibit A hereof (as set forth on Sheets 80 through 84) shall apply to service provided under this Tariff.

18.6. Any person violating the provisions of the above paragraphs 18.1 through 18.5 shall immediately discontinue such violation on the receipt of notice from the Company. In the event such violation is not discontinued within 24 hours after the service of said notice, the Company, in addition to any other remedies to which it is entitled, may disconnect the sewer from the premises whereon said violation occurs and such premises shall not be reconnected until there shall be paid to the Company all costs for excessive use of or damage to the sewage disposal plant, plus the reconnection charge stipulated in Section 9.1.3 (a).

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. Billing for General Water Service is comprised of Consumption and Facilities charges shown below, the Purchased Water Adjustment Clause (PWAC) charge per Rate Schedule 11-A, the Distribution System Improvement Charge (DSIC) per Rate Schedule 11-B, and the Lead Service Line Replacement Charge (LSLRC) per Rate Schedule 11-C.

CHARACTER OF SERVICE:

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

RATE:

General Water Service:

Consumption Charges

Rate per Thousand Cubic Feet
$~~77.1814~~86.7288

Facilities Charge

Size of Meter	Per Quarter	Per Month
5/8”	$ ~~70.29~~73.11	$ ~~23.43~~24.37
3/4”	~~105.51~~109.74	~~35.17~~36.58
1”	~~175.80~~191.61	~~58.60~~63.87
1-1/2”	~~351.54~~383.19	~~117.18~~127.73
2”	~~562.50~~613.14	~~187.50~~204.38
3”	~~1,054.65~~1,149.57	~~351.55~~383.19
4”	~~1,757.76~~1,915.95	~~585.92~~638.65
6”	~~3,515.46~~3,831.84	~~1,171.82~~1,277.28
8”	~~5,624.70~~6,130.92	~~1,874.90~~2,043.64
10”	~~8,085.48~~8,813.16	~~2,695.16~~2,937.72
12”	~~15,116.25~~16,476.72	~~5,038.75~~5,492.24

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

Date of Issue: ~~May 15, 2023~~ June 30, 2025

Effective for service rendered on and after: ~~March 1, 2024~~_____, 2026

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

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 ~~February 14, 2024~~_____, 2026~~,~~ in Docket No. ~~WR23050292~~ WR25060372.

RATE SCHEDULE ~~No~~NO. 1 (Continued)

GENERAL WATER SERVICE - GS

TERMS OF PAYMENT:

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

Bills for metered water service are rendered ~~at least once in each calendar quarter~~on a monthly or quarterly basis.

When meters are one and one-half inches ~~1-1/2"~~(1 ½ in.) 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~~28 through No. 30, Paragraphs 8.1 through 8.15, inclusive.~~.~~

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.

RATE SCHEDULE NO. 1-A

GENERAL WATER SERVICE - GS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABILITY:

Applicable to the use of water supplied through meters in the entire territory served by the Company. Billing for General Water Service is comprised of Consumption and Service charges shown below, the Purchased Water Adjustment Clause (PWAC) charge per Rate Schedule 11-A, the Distribution System Improvement Charge (DSIC) per Rate Schedule 11-B, and the Lead Service Line Replacement Charge (LSLRC) per Rate Schedule 11-C.

CHARACTER OF SERVICE:

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

RATE:

CONSUMPTION CHARGES

For all water used	Rate per 1,000 gallons	$	6.1694

QUARTERLY SERVICE CHARGE

Size of Meter		Charge Per Quarter
5/8”	$	62.56
3/4”		93.72
1”		163.66
1 ½”		327.26
2”		523.63

A customer with a separate irrigation meter for a lawn sprinkler system shall be charged a single service charge for a 3/4" meter, unless either meter is larger than 3/4", in which case the larger meter size will be charged.

Date of Issue: June 30, 2025

Effective for service rendered on and after: _____, 2026

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated_____, 2026 in Docket No. WR25060372.

RATE SCHEDULE NO. 1-A (Continued)

GENERAL WATER SERVICE - GS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

Bills for metered water are rendered on a monthly or quarterly basis. Bills may be rendered monthly when the consumption charges for the last four quarters have exceeded $1,200.00 or when mutually agreed upon by the customer and Company.

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.

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 two inches (2 ~~"~~ in.) or less, any residential health care facility, and any rooming or boarding house (N.J.S.A. 48:19-18). Charges include the fixed rate as noted below. 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 Rate Schedule 1 and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

CHARACTER OF SERVICE:

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

RATE:

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

Size of Meter	Charge per Quarter	Charge Per Month
2"	$ ~~246.39~~275.64	$ ~~82.13~~91.88
3"	~~542.01~~606.36	~~180.67~~202.12
4"	~~904.83~~1,012.26	~~301.61~~337.42
6"	~~1,851.57~~2,071.44	~~617.19~~690.48
8"	~~2,651.16~~2,965.98	~~883.72~~988.66
10"	~~4,252.53~~4,757.49	~~1,417.51~~1,585.83
12"	~~6,288.09~~7,034.76	~~2,096.03~~2,344.92

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

Size of Meter	Charge per Quarter	Charge Per Month
1"	$ ~~82.20~~91.95	$ ~~27.40~~30.65
2"	~~203.28~~227.43	~~67.76~~75.81
3"	~~407.01~~455.34	~~135.67~~151.78
4"	~~675.33~~755.52	~~225.11~~251.84
6"	~~1,372.56~~1,535.55	~~457.52~~511.85
8"	~~1,962.39~~2,195.40	~~654.13~~731.80
10"	~~3,142.35~~3,515.49	~~1,047.45~~1,171.83
12"	~~4,644.15~~5,195.61	~~1,548.05~~1,731.87

~~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. 35).~~

Date of Issue: ~~May 15, 2023~~ June 30, 2025

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Issued by: ~~Dennis W. Doll~~Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-~~0452~~3020

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RATE SCHEDULE ~~No~~NO. 2 (Continued)

PRIVATE FIRE SERVICE - PFS

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

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

Bills are rendered monthly.

TERM:

See "Standard Terms and Conditions," ~~Paragraph 8.9,~~ Sheet No. ~~24~~28 through No. 30, Paragraphs 8.1 through 8.15, inclusive.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Sheet No. 35, 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.

RATE SCHEDULE NO. 2-A

PRIVATE FIRE SERVICE - PFS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABILITY:

Applicable to customers throughout the entire territory for private fire protection service. Excludes residential customers with a service line of two inches (2 in.) or less, any residential health care facility, and any rooming or boarding house (N.J.S.A. 48:19-18). Charges include the fixed rate as noted below. 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 Rate Schedule 1 and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

CHARACTER OF SERVICE:

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

RATE:

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.

SERVICE CHARGE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8"	$ 62.56	$ 20.85
3/4"	93.72	31.24
1"	163.66	54.55
1 ½"	327.26	109.09
2"	523.63	174.54

RATE SCHEDULE NO. 2-A (Continued)

PRIVATE FIRE SERVICE - PFS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

Bills are rendered quarterly unless monthly as agreed by the customer and the Company.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Sheet No. 35, Paragraphs 10.1 through 10.7, inclusive.

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

RATE SCHEDULE ~~No~~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 $~~0.040560~~0.04705 per inch foot of distribution and transmission mains serving the municipality or fire district.

Hydrant Charge

Yearly charge of $~~936.40~~1,085.74 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 the General Water Service rate ~~,~~ as shown on Rate Schedule No. 1~~, Sheet No. 32 and Sheet No. 33~~ and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.~~, delivery~~ Delivery to be determined by meter measurement when feasible, otherwise by Company 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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485C Route 1 South,
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RATE SCHEDULE ~~No~~NO. 3 (Continued)

MUNICIPAL SERVICE - MS

TERMS OF PAYMENT:

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

Bills are rendered monthly.

TERM:

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

SPECIAL PROVISIONS:

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

The inch foot charge shall apply to all of the distribution mains, ten (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 twelve (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," Sheet No. 36, Paragraphs 11.1 through 11.8, inclusive~~, Sheet No. 28~~.

RATE SCHEDULE NO. 3-A

PUBLIC FIRE PROTECTION SERVICE - PFS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABLE TO USE OF SERVICE FOR:

Municipal Fire Hydrants in Southampton Township.

CHARACTER OF SERVICE:

The service to fire hydrants shall be subject to the rules and regulations of Middlesex Water Company. Such service shall be only such as the Middlesex Water Company can deliver at the time of the demand.

RATE:

$857.16 per hydrant, per year.

TERMS:

Service shall be rendered on an annual basis from the first day of January to the next succeeding first day of January.

Service may be terminated by Southampton Township by giving notice of at least thirty (30) days that service is to be terminated.

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

OTHER SERVICE:

Water for any use other than fire protection shall be charged at the General Water Service rate as shown on Rate Schedule No. 1-A and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A. Fire hydrants are not to be used for such purposes except upon the express consent of the Company in each case.

RATE SCHEDULE ~~No~~NO. 4

MISCELLANEOUS SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

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

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

See rates for General Water Service, Rate Schedule No. 1 ~~,~~ on Sheet No. ~~32,~~45 and Sheet No. ~~33 46and Sheet No. 33A.~~ and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

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

Special Provisions
Where metered service is provided, a deposit equal to the cost of the meter shall be made with the Company. The meter shall be kept safe and accessible during its use. Meter/backflow prevention assembly shall be in accordance with applicable ~~MWC SOPs~~Middlesex Water Company's standard operating procedures. 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.

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RATE SCHEDULE ~~No~~NO. 4 (Continued)

MISCELLANEOUS SERVICE

CHARGES 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 the 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 14:3-4.8.

D) Removing, repairing, and replacing damaged meters – when damaged due to negligence of customer. The Company may impose a charge on any customer who causes damage to a meter as follows:

(1) Repair Only: Actual cost of materials used to repair the meter, ~~and~~ the actual cost of labor required to repair and reinstall the meter, and transportation charges.

(2) Meter Replacement for Non-repairable Meters: Actual cost of a new meter, materials used to replace the meter, and the actual cost to install the meter, including the cost of labor required to install the meter, and transportation charges.

E) Replacing meters after removal at the request of the customer within a period of two years of the date of its removal. The Company may impose a charge on any customer who requests a meter change within two years of the initial set of the existing meter as follows:

(1) Actual cost of materials, other than the meter cost, used to replace the meter, ~~and~~ the actual labor cost to install the meter, and transportation charges.

RATE SCHEDULE ~~No~~NO. 4 (Continued)

MISCELLANEOUS SERVICE (Cont'd)

CHARGES NOT INVOLVING USE OF WATER (Cont'd)

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 twenty (20) days from the postmark of the bill to pay a valid bill for service.

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

RATE SCHEDULE NO. 4-A

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

RATE:

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-A, Sheet No. 47 and Sheet No. 48.

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.

RATE SCHEDULE NO. 4-A (Continued)

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

CHARGES NOT INVOLVING USE OF WATER:

RATE:

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

During regular business hours	$40.00
During nonbusiness hours	$50.00

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.

Replacing meters within a period of one year at the request of the customer.

⅝ inch and ¾ inch meters	$52.00

1-inch and over – At cost, 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 and materials.

Removing and replacing meters damaged due to negligence of customer, including frozen and broken meters.

⅝ inch meters	$60.00
¾ inch meters	$72.00
1-inch meters	$84.00

Over 1 inch – At cost, 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.

RATE SCHEDULE NO. 4-A (Continued)

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

CHARGES NOT INVOLVING USE OF WATER (Cont'd):

RATE (Cont'd):

Turn off charge – when service is discontinued at the request of the customer, such as for seasonal reasons or termination of service.

Turn off charge $40.00

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

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 $40.00

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

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 $25.00 per instrument.

Meter testing charge – where the customer is to be charged for meter testing as provided for by this tariff, the charges shall be as follows:

For meter sized up to 2 inches $60.00

Over 2 inches – At cost, including labor, materials and transportation.

TERM:

As required to meet the class of service rendered.

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

RATE SCHEDULE NO. 4-A (Continued)

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

CHARGES NOT INVOLVING USE OF WATER (Cont'd):

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

UNAUTHORIZED WATER USE

APPLICABILITY:

Applicable when the Company has determined the unauthorized use of potable water from the Company water system by any party, including, but not limited to customers and/or other entities or personnel.

CHARACTER OF SERVICE:

Unauthorized and used without knowledge of the Company at the time of the unauthorized usage. This can be unauthorized use of water through Fire Hydrant use, or other connection to the Company water system.

CHARGES FOR UNAUTHORIZED WATER USE

RATE:

All unauthorized usage is unmetered. Meters that may be used by unauthorized users are not recognized by the Company and may not be considered in determining the amount of water used. The Company will have the authority to estimate usage based on its records, observations and judgement.

In addition to any legal action that may be initiated by the Company and/or any criminal action initiated by the appropriate governmental authority, the following charges are in effect for unauthorized use of water, consisting of an incident charge plus a volumetric charge:

Charge per incident:$1,000 for the first incident; increasing in increments of $1,000 for each successive incident, without limit.

Volumetric Charge: $1.00 per gallon of water used, as determined by the Company.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

RATE SCHEDULE ~~No~~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.

Charges for Service Under Contract includes the fixed rate as noted below and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of $~~3,017.88~~3,353.54 per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.
A customer has at least twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

MIDDLESEX WATER COMPANY

B.P.U. No. 1 WATER

Eighteenth Revised Sheet No. 40A
Canceling
Seventeenth Revised Sheet No. 40A

RATE SCHEDULE No. 5 (Continued)

SERVICE UNDER CONTRACT – SC (Cont'd)

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGES

A charge of $20.62 per million gallons will be made to recover the increased purchased water costs.

Date of Issue: October 7, 2024

Effective for service rendered on and after: March 1, 2025

Issued by: Nadine Leslie, President
485C Route 1 South
Suite 400
Iselin, New Jersey 08830-0452

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated February 12, 2024, in Docket No. WR24100782.

MIDDLESEX WATER COMPANY

B.P.U. No. 1 WATER AND WASTEWATER

Original Sheet No. 64~~Nineteenth Revised Sheet No. 41~~
~~Canceling~~
~~Eighteenth Revised Sheet No. 41~~

RATE SCHEDULE ~~No~~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 $~~2,127.61~~2,371.24 per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.
A customer has at least twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

Date of Issue: ~~May 15, 2023~~ June 30, 2025

Effective for service rendered on and after:
~~March 1, 2024~~_____, 2026

Issued by: ~~Dennis W. Doll~~Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South,
Suite 400
Iselin, New Jersey 08830-~~0452~~3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated ~~February 14, 2024~~_____, 2026~~,~~ in Docket No. ~~WR23050292~~ WR25060372.

RATE SCHEDULE ~~No~~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 $~~1,486.13~~1,651.42 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 twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

RATE SCHEDULE ~~No~~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 $~~1,593.86~~1,771.14 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 twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

RATE SCHEDULE ~~No~~NO. ~~10~~9

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~~525.~~64~~ 84 per connection. When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least 20 days from the postmark on the bill to pay a valid bill for service.

Date of Issue: ~~May 15, 2023~~ June 30, 2025

Effective for service rendered on and after: ~~March 1, 2024~~ _____, 2026

Issued by: ~~Dennis W. Doll~~ Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South,
Suite 400
Iselin, New Jersey 08830-~~0452~~3020

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 ~~February 14, 2024~~ _____, 2026~~,~~ in Docket No. ~~WR23050292~~ WR25060372.

RATE SCHEDULE ~~No~~NO. ~~1~~10

COMMERCIAL WATER SERVICE

(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)

RESIDENTIAL 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~~686.68 per connection. When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least 20 days from the postmark on the bill to pay a valid bill for service.

Date of Issue: ~~May 15, 2023~~ June 30, 2025

Effective for service rendered on and after: ~~March 1, 2024~~ _____, 2026

Issued by: ~~Dennis W. Doll~~ Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South,
Suite 400
Iselin, New Jersey 08830-~~0452~~3020

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 ~~February 14, 2024~~ _____, 2026~~,~~ in Docket No. ~~WR23050292~~ WR25060372.

RATE SCHEDULE ~~No~~NO. 11-A~~1 (Continued)~~

GENERAL WATER SERVICE - GS

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGES

APPLICABILITY:

Applicable to customers throughout the territory served by the Company.

CHARACTER OF SERVICE:

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

RATE:

The PWAC charge will be made to recover the increased purchased water costs incurred by the Company and is in addition to Rate Schedules No. 1, No. 1-A, No. 2, No. 2-A, No. 3, No. 3-A, No. 4, No. 4-A, and No. 5. This charge is assessed per thousand cubic feet or per million gallons.

Rate per thousand cubic feet:	$0.0000
Rate per million gallons:	$00.00

~~A charge of $ 0.5267 per thousand cubic feet will be made to recover the increased purchased water costs.~~

RATE SCHEDULE NO. 911-B

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

APPLICABILITY:

Applicable to customers throughout entire territory for general metered and private fire protection service connections.

CHARACTER OF SERVICE:

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

RATE:

DSIC will be assessed based on the size of the customer meter. The DSIC rate is in addition to Rate Schedules No. 1, No. 1-A, No. 2, and No. 2-A.

GENERAL METERED AND PRIVATE FIRE PROTECTION SERVICE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8”	$ 1.950.00	$ 0.650.00
3/4”	2.910.00	0.970.00
1”	4.860.00	1.620.00
1-1/2”	9.750.00	3.250.00
2”	15.570.00	5.190.00
3”	29.220.00	9.740.00
4”	48.690.00	16.230.00
6”	97.380.00	32.460.00
8”	155.820.00	51.940.00
10”	223.980.00	74.660.00
12”	418.770.00	139.590.00

RATE SCHEDULE NO. ~~9A~~11-C

LEAD SERVICE LINE REPLACEMENT CHARGE (LSLRC)

APPLICABILITY:

Applicable to customers throughout entire territory for general metered and private fire protection service connections.

CHARACTER OF SERVICE:

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

RATE:

LSLRC will be assessed based on the size of the customer meter. The LSLRC rate is in addition to Rate Schedules No. 1, No. 1-A, No. 2, and No. 2-A.

GENERAL METERED AND PRIVATE FIRE PROTECTION SERVICE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8”	$ 2.04	$ 0.68
3/4”	3.06	1.02
1”	5.10	1.70
1-1/2”	10.20	3.40
2”	16.32	5.44
3”	30.60	10.20
4”	51.00	17.00
6”	102.03	34.01
8”	163.23	54.41
10”	234.66	78.22
12”	438.69	146.23

RATE SCHEDULE NO. 11-D

MULTI-DISTRICT LITIGATION LIMITED TERM SUR-CREDIT

APPLICABILITY:

Applicable to customers throughout entire territory for general metered service otherwise billed under Rate Schedule 1, General Water Service.

CHARACTER OF SERVICE:

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

RATE:

MDL Sur-credit will be included on customer bills based on the size of the customer meter. The MDL Sur-credit rate is in addition to Rate Schedules No. 1.

TERM:

The MDL Sur-credit is effective for four quarterly billing periods or twelve monthly billing periods beginning on the effective date of service and will there after expire.

GENERAL METERED SERVICE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8”	$ (5.64)	$ (1.88)
3/4”	(8.43)	(2.81)
1”	(13.98)	(4.66)
1-1/2”	(28.05)	(9.35)
2”	(44.94)	(14.98)
3”	(84.30)	(28.10)
4”	(140.55)	(46.85)
6”	(281.25)	(93.75)
8”	(450.06)	(150.02)
10”	(647.01)	(215.67)
12”	(1,209.75)	(403.25)

Date of Issue: June 30, 2025

Effective for service rendered on and after: _____, 2026

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated _____, 2026 in Docket No. WR25060372.

RATE SCHEDULE NO. 11-E

(RESERVED FOR FUTURE USE)

RATE SCHEDULE NO. 12

GENERAL SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

Applicable to the use of service for private dwellings occupied by a single-family unit.

RATE:

Quarterly Service Charge

$149.10 for each quarter of the year.

Volumetric Charge: for all water discharged to the sewer (based on metered water consumption).

Rate per 1,000 gallons: $11.3308

TERMS:

A) Billing shall be based on the Quarterly Service Charge plus Volumetric Charge for such period.

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

C) In the event the Services Charges then due are not paid at least twenty (20) days after the postmark date indicated on the said notice N.J.A.C. 14:3-3A.3(b), the Company may cause the Sewer Connection of such premises to be disconnected and such premises may not again use the facilities of the system until full payment or, if a residential customer is presently unable to do so, the Company shall make a good faith effort to enter into a deferred payment agreement, in accordance with N.J.A.C. 14:3-7.7.

RATE SCHEDULE NO. 12 (Continued)

GENERAL SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

TERMS (Continued):

D) Service shall be terminated on the request of any customer on notice of at least ten (10) days to the Company.

E) No industrial or commercial customers shall be permitted to connect to the Company's system under this Rate Schedule (see Rate Schedule No. 14).

F) If the Company considers it possible that any high strength effluent is to be discharged to the Company's system, the discharge shall be evaluated and considered for authorized discharge under a Company issued Industrial Discharge Permit with specific requirements defined for discharge, if allowed. The Company shall be permitted to sample and test the strength of the effluent on a frequency and method determined acceptable by the Company. If a composite 24-hour sample shows either suspended solids (SS) or Biochemical Oxygen Demand (BOD) exceeding 300, or any other compound identified by the Company as a concern, then the Company shall, at the customer's expense, install a separate flow meter (or use water consumption as a flow measure) and the customer shall pay to the Company surcharges as determined appropriate. For SS or BOD exceedances the surcharge is calculated as follows:

$$\text{Surcharge} = \text{Rate} / 1{,}000 \text{ Gallons} \times \frac{\text{Actual BOD}}{300} \times \frac{\text{Actual SS}}{300}$$

If the actual BOD is less than 300, then 300 shall be used as the Actual BOD for the purposes of this surcharge formula. If the actual SS is less than 300, then 300 shall be used as the Actual SS for the purposes of this surcharge formula

G) Water used through and measured by Irrigation meters will not be used to compute the Volumetric Charge for wastewater service.

H) Disposable wipes of any kind (disinfection wipes or flushable wipes), or other products not intended for wastewater system use, are not permitted to be disposed of in the wastewater system.

RATE SCHEDULE NO. 13

SERVICE UNDER CONTRACT

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

Applicable to wastewater service provided to customers under special agreements at the option of the Company.

RATE:

$18.6366 per 1,000 gallons.

An additional fee of $15.81 per month for each unit connected to the Township's collection system that has a garbage disposal installed within it.

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. Bills will be rendered monthly.

SPECIAL PROVISIONS:

As provided under special agreements.

RATE SCHEDULE NO. 14

GENERAL SERVICE – OTHER

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

Applicable to the use of service for buildings other than private dwellings occupied by a single-family unit.

RATE:

$18.6366 per 1,000 gallons, but not less than $302.07 per equivalent unit per quarter.

Usage shall be based on water meter readings of non-irrigation water usage, wastewater meter readings, if available, or estimate based on usage of similar buildings.

TERMS:

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

(b) In the event of non-payment of the Service Charge within thirty (30) days after same is due, in addition to other remedies provided in this Tariff, the Company may cause a notice to be served upon the occupant of the premises of the Company's intention to disconnect the Sewer Connection to such premises. In the event the Service Charges then due are not paid within ten (10) days from the service of said notice, the Company may cause the Sewer Connection of such premises to be disconnected and such premises may not again use the facilities of the system until full payment has been made of all arrears on account of the Service Charges and all charges incurred in disconnecting and reconnecting the occupant's connection.

(c) Service shall be terminated on the request of any customer on notice of at least ten (10) days to the Company.

RATE SCHEDULE NO. 14 (Continued)

GENERAL SERVICE – OTHER

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

TERMS (Continued):

(d) No commercial or industrial customers shall be permitted to connect to the Company's system under this Rate Schedule except pursuant to the following paragraph (e).

(e) If the Company considers it possible that any commercial, industrial, or other high strength effluent, including high-strength restaurant effluent, is to be discharged to the Company's system, the discharge shall be evaluated and considered for authorized discharge under a Company issued Industrial Discharge Permit with specific requirements defined for discharge, if allowed. The Company shall be permitted to sample and test the strength of the effluent on a frequency and method determined acceptable by the Company. If a composite 24-hour sample shows either suspended solids (SS) or Biochemical Oxygen Demand (BOD) exceeding 300, or any other compound identified by the Company as a concern, then the Company shall, at the customer's expense, install a separate flow meter (or use water consumption as a flow measure) and the customer shall pay to the Company a surcharge as determined appropriate. For SS or BOD exceedances the surcharge is calculated as follows:

$$\text{Surcharge} = \text{Rate / 1,000 Gallons} \times \frac{\text{Actual BOD}}{300} \times \frac{\text{Actual SS}}{300}$$

If the actual BOD is less than 300, then 300 shall be used as the Actual BOD for the purposes of this surcharge formula. If the actual SS is less than 300, then 300 shall be used as the Actual SS for the purposes of this surcharge formula

RATE SCHEDULE NO. 15

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

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~~5~~.00 per instrument.

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

EXHIBIT A

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

No person shall discharge directly or indirectly into the system, any wastewater the characteristics of which do not conform to the concentration limits prescribed herein, or to other objectionable material or substances as specified in this schedule, except upon written approval by the Company and upon such terms and conditions as may be established by the Company in the acceptance of the wastewater.

SECTION 1.0:

No person shall discharge or permit the discharge or infiltration into the system of any of the following:

a) Any liquid having a temperature higher than 150 degrees (65 degrees C.) or heat in such amounts which will inhibit biological activity in the Publicly Owned Treatment Works ("POTW") resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 degrees C. (104 degrees F.) unless the State, upon request of the Company, approves an alternate limit.

b) Any liquid containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/1 or containing substances which may solidify or become viscous at temperatures between 32 degrees F. and 150 degrees F. (0 degrees C. and 65 degrees C.).

c) Any water or wastes that contain hydrogen sulfide in sufficient quantity to cause damage or excessive odor within the wastewater treatment system.

d) Any residue from petroleum storage, refining or processing fuel or lubrication oil, gasoline, Naphtha, Benzene, or other explosive or inflammable liquids, solids, or gases in such concentrations which would cause or potentially cause an explosive, flammable, or other hazardous condition.

Any substance that may:

a) Cause interference with the metering of wastewater.

b) Pass through to the receiving waters without being effectively treated at the wastewater treatment processes.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

Any solid or viscous substance in quantities or of such size capable of causing obstruction to the flow in sewers such as, but not limited to, mud, straw, metal, rags, glass tar, plastics, wood and shavings.

Any solid or viscous substances in quantities or of such size capable of causing an interference with the proper operation of the system such as, but not limited to, ashes, cinders, sand, feathers, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, paper or plastic containers, etc., either whole or ground by garbage grinders.

Any garbage that has not been properly shredded to a degree that all particles can be carried freely under the flow conditions normally prevailing in public sewers. Particles greater than one-half (1/2) inch in any dimension are prohibited.

Any pollutant that will cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities, but in no case discharges having a pH lower than 5.0 Standard Units or greater than 9.0 Standard Units.

Any radioactive waste or isotope of such half-life or concentration as to be in excess of that permitted by appropriate regulatory agencies having control over their use or in such quantity as to cause damage or hazard to structures, equipment, and personnel of the Company.

Any waste containing noxious our malodorous solids, liquids, or gases that on their own or by interaction with other waste are capable of creating a hazard to life or a public nuisance that may be sufficient to prevent entry into a sewer for its maintenance and repair.

Any unpolluted waters e.g. (stormwater, surface water, groundwater, roof runoff, cooling drainage) to the wastewater treatment system.

Any non-contact cooling water or unpolluted industrial process waters to the wastewater treatment system unless specifically allowed by the Company.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

Constitute a rate of discharge sufficient to be classified as a "slug discharge," or containing such concentrations or quantities of pollutants that would cause an interference to the wastewater treatment system.

Any water or wastes containing toxins or pollutants in sufficient quantity and/or concentration to cause injury, damage or hazard to personnel, structures or equipment, or interfere with the wastewater treatment system or any portion of the liquid or solids treatment or handling processes, or that will pass through the wastewater treatment system in such condition that it will not achieve State, Federal or other existing requirements for the effluent or for the receiving waters.

Any material which exerts or causes:

a) Unusual concentration of inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

b) Any water or wastes containing dyes, pigments or other colored substances that will not be removed in the wastewater treatment system and will interfere with effluent color or turbidity measurements.

c) Unusual Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD), or chlorine requirements in such quantities as to constitute an unacceptable load on the wastewater treatment works.

SECTION 1.0:

No person shall dispose of wastes from septic tanks, cesspools, or other sources of waste to the system without the prior written approval of the Company and in accordance with all conditions imposed by the Company on such disposal.

SECTION 1.2:

No person shall uncover or make any unauthorized connection or alteration or otherwise disturb any element of the system without the prior written approval of the Company.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

SECTION 1.3:

Connections to the system shall be designed and constructed to conform to the requirement of all applicable State and local building and plumbing codes. All such connections shall be made gas-tight and water-tight and shall be subject to the inspection and approval of the Company.

SECTION 1.4:

No person shall discharge into the system any waters or wastes having the following characteristics without the prior review and approval of the Company:

a) A five-day BOD concentration greater than three hundred (300) parts per million, or

b) A suspended solids concentration in excess of three hundred (300) parts per million, by weight, or

c) Any new source significant indirect user (SIU) as defined by N.J.S.A. 58:10A-6 and N.J.A.C. 7:14A-12.1.

SECTION 1.5:

No person shall discharge to the system any liquids containing toxic solids, liquids or gases in sufficient quantity, either single or by interaction with other wastes, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a public nuisance, prevent the attainment of effluent limitations as imposed by any State or Federal regulatory agency, or create any hazard in the effluent of the wastewater treatment plant or the receiving waters.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

SECTION 1.6:

The concentration in wastewater of any of the following substances shall be limited to the stated maximum concentrations in order to be acceptable for discharge to the system:

	DISCHARGE LIMITATIONS	
PARAMETERS	MONTHLY AVERAGE (MG/L)	DAILY MAXIMUM (MG/L)
Arsenic (as AS)	2.00	2.00
Boron (as BO)	1.00	1.00
Cadmium (as Cd)	0.26	0.69
Chromium (Total)	0.23	0.23
Copper (as Cu)	0.36	1.00
Cyanide (Total)	1.00	1.00
Iron (as Fe)	5.00	5.00
Lead (as Pb)	0.40	0.60
Mercury (as Hg)	0.01	0.04
Nickel (as Ni)	0.36	0.36
Silver (as Ag)	0.24	0.43
Zinc	2.20	2.20
MBAS	10.00	10.00
Phenol	0.04	0.04
Total Solids	1,300	1,300

MIDDLESEX WATER COMPANY

B.P.U. No. 1 WATER AND WASTEWATER

MIDDLESEX WATER COMPANY

TARIFF

for

WATER AND WASTEWATER SERVICE

Applicable in

ALL TERRITORY SUPPLIED BY THE COMPANY

IN BURLINGTON, CUMBERLAND, MIDDLESEX, MONMOUTH, AND UNION COUNTIES

Date of Issue: June 30, 2025

Effective for service rendered on and after: _____, 2026

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated _____, 2026 in Docket No. WR25060372.

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, 44 South Clinton Avenue, 9th Floor, Trenton, NJ.

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 1-609-633-9800 or the Board's Division of Customer Assistance, if you have billing problems, at 1-800-624-0241 or www.nj.gov/bpu.

As a customer, you have the right to review this tariff at the Company's offices or at the Board's office in Trenton. 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 4:00 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 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.

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 shall furnish a receipt to each customer that makes a deposit. If the deposit is provided by mail, internet or telephone, the utility may comply with this requirement by displaying the amount of the deposit on the customer's next bill. (New Jersey Administrative Code (N.J.A.C.) 14:3-3.4(i))

Each utility shall review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years. If this review indicates that the customer has met the utility's standard requirements for establishing credit, the utility shall refund the customer's deposit. (N.J.A.C. 14:3-3.5 (a))

Interest payments on the customer deposits held to secure residential accounts shall be made to the customer at least once during each 12-month period in which a deposit is held. (N.J.A.C. 14:3-3.5(g))

When a utility refunds a deposit or pays a customer interest on a deposit, the utility shall offer the customer the option of a credit to the customer's account or a separate check. In either case, the utility shall provide the full refund or payment within one billing period after the review required under N.J.A.C. 14:3-3.5(a) is completed, or after the interest payment is due, as applicable, unless other reasonable arrangements are made between the customer and the utility. (N.J.A.C. 14:3-3.5(h))

(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. 14:3-3.4(j))

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 (e.g. 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. 14:3-7.7(b).2) 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. 14:3-7.7(f))

DISCONTINUANCE OF SERVICE

(6) A utility shall not discontinue service because of nonpayment in cases where a charge is in dispute, provided the undisputed charges are paid and the customer has requested that the Board of Public Utilities investigate the disputed charge. (N.J.A.C. 14:3-3A.2(e)5)

In accordance with N.J.A.C. 14:3-7.6(b) the utility shall notify the customer that they may make a request to the Board of Public Utilities for an investigation of the disputed charge.

(7) A notice of discontinuance sent to the customer shall be postmarked no earlier than twenty (20) days after the postmark date of the outstanding bill. The notice of discontinuance for nonpayment shall provide the customer with at least ten (10) days written notice of the utility's intention to discontinue service. (N.J.A.C. 14:3-3A.3)

The utility shall make good faith efforts to determine which of their 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. (N.J.A.C. 14:3-3A.4(c))

(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. (N.J.A.C. 14:3-3A.1(c))

(9) The occupant of a multiple family dwelling has the right to be notified of a pending service discontinuance at least thirty (30) days prior to the service being discontinued. (N.J.A.C. 14:3-3A.6)

(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(c)) 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))

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. 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. 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)

(13) Whenever a water meter is found to registering fast by more than one and one-half percent (1 ½ %), 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 one hundred percent (100 %) 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 one hundred percent (100 %) 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 one hundred percent (100%) except in the case of meter tampering, non-registering meters or in circumstances in which the customer should reasonably have known that the bill did not reflect the actual usage. (N.J.A.C. 14:3-4.6)

(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. 14:3-6.1(b))

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. 14:3-7.2)

(16) For new customers, bills will be rendered electronically by default. Current customers will be provided the option of moving to electronic billing or remaining on their current billing method. Customers will receive an electronic notification when their bill is available for viewing. Customers may opt to receive a paper bill by contacting Customer Service at (800) 549-3802.

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 safe, adequate, and proper 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, gas, water, and/or wastewater utility customer.

4. You are entitled to at least one deferred payment plan in one year if you have an outstanding bill you cannot pay.

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.

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: You are required to make good faith payments on all reasonable bills for service and in return are assured of the right to have utility services from November 15 to March 15 without fear of termination of such service. 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.

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. You have the right to continue receiving utility service as long as you pay the charges for the utility service you received. You will not receive notice threatening to turn off your utility service based on extra charges.

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 - TELEPHONE NUMBER
1-609-777-3300
www.nj.gov/bpu/

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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, the Township of Clark in the County of Union and to the former customers of Bayview Water Company in the Township of Downe, in the County of Cumberland, LeisureTowne and Hampton Lakes sections of Southampton Township in the County of Burlington.

- Contract service to the Township of Edison, Borough of Highland Park, and Old Bridge Municipal Utilities Authority (in the Township of Old Bridge), in the County of Middlesex, the City of Rahway, in the County of Union and the Township of Marlboro, in the County of Monmouth. Vincentown section of Southampton Township in the County of Burlington.

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

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS FOR WATER AND WASTEWATER

1.1. COMPANY means Middlesex Water Company.

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

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

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

1.5. 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 condominium unit.

(h) A public building.

(i) A single plot, such as a park, playground or cemetery.

(j) A water or wastewater utility.

(k) Any point of connection from which water from the Company is taken by the end-use customer (for example, a fire hydrant).

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS FOR WATER AND WASTEWATER (Continued)

DEFINITIONS OF TERMS FOR WATER

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

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

1.8 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.

1.9 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.

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

1.11 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.

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

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

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

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

1.16 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 approved by the licensed operator of the public community water system in accordance with N.J.A.C. 7:10-10.2(e) and the Company’s Cross-Connection Control Plan.

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS FOR WATER AND WASTEWATER (Continued)

DEFINITIONS OF TERMS FOR WATER (Cont'd)

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

1.18 A METER ENCLOSURE, is a structure, approved by the Company, designed to contain, protect and provide accessibility for water meters and appurtenances installed outside of a premise.

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

DEFINITIONS OF TERMS FOR WASTEWATER

1.20 SERVICE CONNECTION means the wastewater line extended from the curb line to the main or lateral in the street. The Service Connection is furnished, installed, owned and maintained by the Company at its expense, except as otherwise provided in this Tariff.

1.21 HOUSE CONNECTION means the wastewater line running from a building to the curb line and connecting with the Service Connection. The House Connection is furnished, installed, owned, and maintained by the Customer at their expense, except as otherwise provided in this Tariff.

1.22 The SERVICE LATERAL is a general term describing the connecting service piping between the customer's premises and the Wastewater Collection piping and consists of the Service Connection and the House Connection.

1.23 A CLEANOUT is a vertical riser installed on the Service Lateral generally for the purpose of inspecting and maintaining the Service Lateral. There may be several Cleanouts installed on the Service Lateral. The Cleanout is owned and maintained by the Customer.

1.24 CURB CLEANOUT means a cleanout installed on the service lateral located between the curb line and property line and at the point where the Service Connection and the House Connection connect. The Curb Cleanout is owned and maintained by the Customer. Where a Curb Cleanout does not exist at this location, the point of transition between the Service Connection and House Connection shall be halfway between the curb line and property line.

STANDARD TERMS AND CONDITIONS

2. APPLICATION FOR ESTABLISHMENT OF WATER AND/OR WASTEWATER SERVICE

2.1. Application for water and/or wastewater service may be made by telephone, by email, 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.

APPLICATION FOR WATER SERVICE

2.4. A separate application for water service must be made for each water connection, including fire and irrigation service.

2.5. Applications for water service are not transferable and shall expire after one year from the original date of application if it is not acted upon by the Applicant. Each new owner or occupant of the premises to be supplied is required to make a new application.

2.6. An 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 an 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 the original 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 ensure that such customers are served under the most advantageous schedule.

2.9. An 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.

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

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.

2.11. Application for Water Service:

MIDDLESEX WATER COMPANY

APPLICATION FOR WATER SERVICE

Account No. _____ Tap No. _____

Meter Size _____

_____ Service Line _____ New Set _____ Previously Supplied

Service Address _____

Block No. _____ Lot _____ Phone # _____

Name _____
(If Corporation, give exact Corporate Name)

Mailing Address _____

Name of Owner _____ Address _____
(If other than Applicant)

This application is subject to the Standard Terms and Conditions contained in the Company's Tariff on file with the Board of Public Utilities.

Customers Signature _____Owner

_____Tenant

MIDDLESEX WATER COMPANY

By _____ Date _____

This application is also subject to the following conditions, provisions and undertakings, all of which are agreeable to the Customer:
All service line installations from curb to house must be laid in a separate trench with a cover of not less than 4 feet over the top of the pipe. Service lines installed in trenches with sewer or gas lines will not be connected.
If this application is accepted, the Company will grant permission to connect the service pipe. Connections however are to be made only by persons authorized by the Company.
The Company reserves the right to set, replace, or remove a meter or meters at any time: to shut off water temporarily in cases of necessity or permanently whenever there is a misuse or waste of water.
If objections in writing are not received by the Company within ten days after receipt of bill, such bill shall be deemed to be correct and binding upon the Customer.
When water is cut off for non-payment of bill, the charge for turning on the water shall be in accordance with the terms and conditions of the Company.
The Customer shall pay for the damages to meters resulting from freezing or acts of negligence of himself or his tenants or agents.
The Company will turn water off provided the Customer gives five days' notice in writing of his wish to have supply discontinued.

DEPOSIT _____

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

2.12. Application for Private Fire Protection Service:

MIDDLESEX WATER COMPANY

APPLICATION AND AGREEMENT FOR PRIVATE FIRE PROTECTION SERVICE

Applicant: _____ **Tap Number** _____

Location of Premises: _____
Street Address **Town or City** **Zip Code**

Mailing Address: _____

Phone # _____

Block _____ **Lot** _____ **Meter Size** _____

The undersigned Applicant hereby requests a connection for Private Fire Protection Service to the above described premises.

The Applicant agrees to pay the rates and comply with the Standard Terms and Conditions of the Middlesex Water Company, as set forth in the Tariff for Water Service on file with the Board of Public Utility Commissioners of the State of New Jersey, as the same may be amended, revised or supplemented from time to time. Copies of the Tariff are available for inspection at the Company office.

It is understood and agreed that the Applicant's responsibility to pay for Private Fire Protection Service will continue from the date service is commenced, pursuant to this Application, until written notice is received by the Company of a change of ownership or occupancy of the premises or written notice is received by the Company to discontinue such service.

Private fire service lines are equipped with special meters and shall be used exclusively for fire protection purposes.

The Applicant understands and agrees that the Company assumes no obligation to render any special service or to maintain any fixed or definite quantity of water or pressure and that the Company shall be free and exempt from any and all claims for damages or injury to persons or property by reason of failure to supply water or pressure, or due to any other cause whatsoever.

It is further understood and agreed that the Company shall not in any way, or under any circumstances, be liable or responsible to any party for any loss or damage resulting from fire or water, or other agency, which may occur due to the installation or presence of a private fire service connection or any pipe or fixture connected therewith: or for any loss or damage resulting from any leakage or other flow of water from said private fire service connection, or any of the pipes or fixtures connected therewith: of for any loss or damage resulting from any excess or deficiency in pressure or supply of water, due to any cause whatsoever.

Prepared by: _____ **Date:** _____

Witness or Attest:

_____ _____
SIGNATURE OF APPLICANT

Application Accepted: Middlesex Water Company **By** _____

Insurance Company: _____ **Policy #** _____

Insurance Co. Address: _____

(Note: If the Applicant is a corporation, this agreement should be signed by the President or Vice President and attested by the Secretary or Assistant Secretary and affix corporate seal.)

STANDARD TERMS AND CONDITIONS

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

APPLICATION FOR WASTEWATER SERVICE

2.13. All property upon which any building shall have been erected or constructed, or upon which any building shall hereafter be erected or constructed, and which is used for dwelling purposes, or which uses wastewater service lying along the line of the wastewater system of the Company and lies within the territory described in 'TERRITORY SERVED,' may be connected.

2.14. Hereafter, before any new connection shall be made to said wastewater system by any owner of property along the line thereof, said owner shall make application in writing to the Company upon proper forms supplied for that purpose by the Company. Such owner shall not make any connection until the consent of the Company is granted and any necessary municipal permission has been secured.

2.15. Plans and specifications for such connection to said wastewater system must comply with such municipal rules and regulations as are in effect at such time.

2.16. The owner of any property connecting the same with said wastewater system shall make the House Connection at the owner's expense. Any damage to the pavement, sidewalk, curb or gutter resulting from the making of such House Connection shall be repaired by the said owner and shall be restored at the owner's expense.

STANDARD TERMS AND CONDITIONS

3. CUSTOMERS' DEPOSITS

3.1. Deposits may be required where any customer to whom the Company may be supplying water and/or providing wastewater service has not established or maintained satisfactory credit. Deposits may also be required for applicants for metered water service who have not established or maintained satisfactory 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 to 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 as much of such deposit as is necessary to pay the bill and may 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. 14:3-3.5(a))

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. 14:3-3.5(d)). 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, water, and wastewater utilities to secure residential accounts. (N.J.A.C. 14:3-3.5(g))

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, the cost of the backflow prevention device, plus the estimated amount of water which may be used during construction. When the meter and backflow prevention device are returned to the Company in good condition, the deposit will be refunded together with outstanding interest, less any amount due for unpaid bills.

STANDARD TERMS AND CONDITIONS

4. SERVICE PIPES / SERVICE CONNECTION

4.1. The service pipe / service connection from the distribution / collection main to the curb line, including the curb stop, meter pit and meter 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, access meter pits, operate curb stops and remove, service, or repair meters 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 or service connection will be installed until the connecting pipe house connection has been installed and staked by the Customer within twenty-four inches (24 in.) of the curb or edge of pavement, or where the connecting pipe service connection is installed in the same trench with water/sewer pipe belonging to another utility, gas pipe, electric conduit or any other facility.

4.5. A curb stop, meter pit, or cleanout will be installed by the Company in such a manner as to permit the attachment of the customer's connecting pipe up to and including a one-inch (1 in.) diameter pipe for potable water service. The curb stop or meter pit 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 meter pit.

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

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

4.8. (Reserved for Future Use.)

4.9. Any change requested by the customer in the location or configuration of the existing service pipe or service connection, if approved by the Company, shall be made at the expense of the customer including the necessary modifications to comply with the Company’s cross-connection control and exterior meter enclosure requirements.

STANDARD TERMS AND CONDITIONS

4. SERVICE PIPES / SERVICE CONNECTION (Continued)

4.10. Where a service pipe is for temporary use, the customer shall bear the entire expense of making and removing 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, the customer 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 reduced 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.

4.13. Charges and costs, if any, associated with special road opening and restoration requirements imposed by the governing agency shall be reimbursed by the customer (or prospective customer) requesting said work resulting in the need to open a roadway under moratorium. This includes fines or charges in excess of normal road opening permit fees, costs for restoration work required, and any other costs incurred by the Company for this work. The burden of obtaining the approval of the governing agency for this road opening, and any costs related to this approval shall be the responsibility of the customer (or prospective customer).

4.14. Charges for service pipe installation that are excessive shall be paid by the customer. The cost of a service pipe installation shall be considered excessive if the cost of the installation exceeds two (2) times the average cost of the same diameter service of the previous 12-month calendar year. The customer shall reimburse the Company for the difference between the actual installation cost and the amount used to determine that the cost is excessive.

STANDARD TERMS AND CONDITIONS

5. CONNECTING PIPES / HOUSE CONNECTION

5.1. A connecting pipe / house connection attached to the service pipe / service connection 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 / house connection is the property of the customer and shall be maintained and kept in repair by the customer. The un-metered length of any connecting pipe shall not exceed ten feet (10 ft.) in length, as measured from the curb stop or curb line to the proposed point of metering.

5.3. The connecting pipe / house connection shall be of strength and quality approved by the local municipal construction code or other authority with jurisdiction.

5.4. The connecting pipe / house connection shall be installed by a licensed plumber or other approved mechanic prior to the installation of the Company's service pipe / service connection. The connecting pipe shall be installed to within twenty-four inches (24 in.) of the curb or edge of pavement, the termination point staked, and the pipe shall be properly sealed by the plumber or mechanic to prevent the entry of ground water into the pipe. For connecting pipes, 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 (4 ft.) in depth, to avoid damage and possible interruption to service caused by freezing. The pipe shall not be installed within three feet (3 ft.) 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.

The Building Sewer (service connection) shall be a minimum of four inches (4 in.) in diameter and it shall be installed at a minimum slope of two percent (2 %).

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.

STANDARD TERMS AND CONDITIONS

6. METERS

6.1. The Company will furnish, install, own, 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 without Company approval.

6.3. Meters will be maintained and may be tested in accordance with regulatory requirements or as determined appropriate by the Company. The customer shall provide and maintain acceptable access to the meter installation for Company representatives and agents to perform these activities.

6.4. If access to the meter and meter installation is not provided by the customer, either by denial of access or by non-response to Company requests for access, the Company may utilize an additional meter installation as determined appropriate by the Company for the purpose of billing. In this situation the new meter shall be used for billing, the original meter shall cease to be used for billing, and the original meter installation shall become the property and responsibility of the customer.

6.5. The Company may require a remote meter reading device to be purchased and installed by the Company at the Company's expense.

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 a permanent meter enclosure located no more than ten feet (10 ft.) from the curb stop unless otherwise required or agreed to by the Company. When meters are permitted by the Company to be installed inside the customer's commercial, multi-unit dwelling or industrial building, the meters shall be located in a clean, dry, heated, illuminated, and safe place not subject to great variations in temperature, within five feet (5 ft.) to the point of entrance of the connecting pipe. The location shall be separated from the remainder of the premise by a permanent wall with a single exterior entrance such as to be easily accessible, with a minimum of inconvenience to the Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs.

STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

6.8. (Cont'd) For meters larger than four inches (4 in.) located within the premises, the customer shall provide a paved concrete surface that is readily accessible to self-propelled, mechanical lifting equipment without the need to dismantle or remove any portions of the structure, landscape, or features of the property to remove the meter.

6.9. For meters one and one-half inches (1 ½ in.) in size and larger, if requested by the Customer, or when service cannot readily be interrupted for testing or replacing the meter per Board of Public Utilities regulations, or upon the Company's discovery of open bypass, the installation for said meter shall be equipped with metered and cross-connection controlled bypass 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 install an above ground meter enclosure outside of the public right-of-way, or in a driveway, roadway, or any other location determined to be unacceptable by the Company the installation is subject to the approval of the Company and the cost of installing, operating, and maintaining the above ground meter enclosure shall be the responsibility of the customer.

Where it is necessary to set a meter outside of a building, the meter shall be placed in an above ground meter enclosure. This installation is subject to the approval of the Company. The cost of installing and maintaining the above ground meter enclosure is the responsibility of the customer. Company installed and owned meter enclosure 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.

6.12. If the meter enclosure is installed upon property that is not owned by the customer, the customer is required to furnish the Company with written permission from the owner of the property. The permission will be binding on the owner, the owner's administrators, executors, heirs, successors, and assigns.

6.13. The meter enclosure shall be frost-proof, heated when above-ground, and either well drained or watertight and shall be provided with a secure cover or access door with a convenient locking device. Meter enclosures shall be kept clear of snow, ice, dirt, mulch, tress/shrubs, fences, landscaping, vehicles, equipment, or any other objects which might prevent ready accessibility for reading, inspecting, testing, changing, and making necessary adjustments or repairs of the meter.

STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

6.14. 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.

6.15. 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.

6.16. 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.

6.17. If a customer observes an unusual increase over the average quantity of water used, which cannot be accounted for, the customer should inform the Company immediately.

6.18. When a billing dispute is known to exist, the Company shall, prior to removing the meter, advise the customer that the customer may have the meter tested by the Company or may have the Board of Public Utilities either conduct a test of the meter or witness a testing of the meter by the Company, 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 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.

6.19. If a meter is found to be registering fast by more than one and one-half percent (1 ½%) percent, an adjustment of charges will be made.

6.20. 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.

STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

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

6.22. Tampering with the meter, meter pit, curb stops, valves, or its connections is prohibited.

6.23. Winterizing of Irrigation Meters – the Customer shall be responsible for protecting and ensuring that meters in meter housings are properly protected when irrigation systems are winterized. Only personnel approved and registered by the Company may work on, remove, and reinstall irrigation meters in accordance with Company requirements. These registered personnel, or any other persons, CANNOT operate the Company's Curb Stop shutoff valve. Only Company personnel, or its agents, may operate the Curb Stop valve.

STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES

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

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

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

7.4. (Reserved for Future Use.)

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

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

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

STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES (Continued)

7.8. Physical connections, such as cross-connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply, including but not limited to private wells or fire service must comply with the requirements of an approved NJDEP Physical Connection Permit.

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

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

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

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

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

7.14. Customers shall test, by use of a Certified Backflow Protection Tester, all cross-connection control devices associated with the customer's premises in accordance with the frequency required as a condition of the NJDEP Physical Connection Permit or as specified in the Company's Cross-Connection Control Program. The results of the backflow prevention test results shall be submitted to the utility in accordance with the Company's Cross-Connection Control Program and the NJDEP Physical Connection Permit. During each backflow prevention test, the Certified Backflow Protection Tester shall also confirm, in writing to the W4 Licensed Operator of the Company, that there are no un-metered and therefore no un-protected connections attached to the customer's connecting pipe(s) upstream of the backflow preventer and meter.

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 and/or wastewater service will be rendered on a monthly or quarterly basis. 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 thirteen percent (13%) of your current period charges reflect the average gross receipts and franchise taxes that 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. 14:3-7.2)

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 one and one-half percent (1 ½ %), 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 one hundred percent (100%) except in the case of meter tampering, non-registering meters, or in circumstances in which the customer should reasonably have known that the bill did not reflect the actual usage.

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

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 Schedule 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 Schedule PFS will be charged separately.

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

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

8.10. If a bill remains unpaid for a period of twenty (20) days from the date rendered, it shall be classified as delinquent and a late notice will be sent. If the bill is then not paid within ten (10) days of mailing of the late notice and if payment arrangements are not made, service will be discontinued. 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 and/or wastewater 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, the amount of such deposit being determined as provided on Sheet No. 17, paragraph 3.1.

STANDARD TERMS AND CONDITIONS

8. BILLS (Continued)

8.12. Where water and/or wastewater 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 ensure 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 that are exempt from revenue-based taxes will be credited with an amount equivalent to the tax exemptions.

8.15. Late Payment Charge: A late payment charge at the rate of 0.75% per monthly period shall be applied to the accounts of non-residential customers taking service under Rate Schedules No. 1, No. 1-A, No. 2, and No. 2-A contained herein. Service to state, county or municipal government entities will not be subject to a late payment charge. The charge will be applied to all amounts billed including accounts payable and unpaid finance charges applied to previous bills and will not be applied sooner than twenty-five (25) days after a bill is rendered, in accordance with N.J.A.C. 14:3-7.1(e). The amount of the finance charge to be added to the unpaid balance shall be calculated by multiplying the unpaid balance by the late payment charge rate. When payment is received by the Company from a customer who has an unpaid balance which includes charges for late payment, the payment shall be applied first to unpaid water service charges and then to the remainder of the unpaid balance.

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, including water diversion or other permit, 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 residential service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8 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.

Customers unable to pay the full annual bill shall be afforded the opportunity to enter into a reasonable deferred payment agreement. If service is discontinued, a reconnection fee of $25.00 shall apply.

(b) Tampering with any facility of the Company; theft of service, failure to install, test, and maintain adequate cross-connection control as required under the Company's Cross-Connection Control Plan.

(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.

STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

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 (Cont'd):

9.1.3. For any or the following acts or omissions on the part of the customer (Cont'd):

(h) Connecting and operating in such manner as to produce disturbing effects on the service of the Company or other customers, includes but is not limited to failure to comply with the Company's Cross-Connection Control Plan.

(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 the 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, or the reading, testing, inspection, 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. If a bill remains unpaid for a period of twenty (20) days from the original postmark or electronic transmission date, it shall be classified as delinquent and a late notice will be sent. If the bill is then not paid within ten (10) days of mailing of the late notice and if payment arrangements are not made, service will be discontinued.

STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

9.4. Discontinuance of residential service for nonpayment is prohibited for up to 90 days initially if a medical emergency exists within the residential premises, which would be aggravated by a discontinuance of service. The following conditions apply to this 90-day prohibition on discontinuance:

(a) The utility may require the customer to provide reasonable proof of inability to pay;

(b) The utility may require the customer to submit a written statement by a licensed medical professional to the utility, stating the existence of the emergency, its nature and probable duration, and that discontinuation of service will aggravate the medical emergency;

(c) At the end of such period of emergency, the customer shall remain liable for payment for all services rendered, subject to N.J.A.C. 14:3-7.6 (N.J.A.C. 14:3-3A.2(i))

The Board may extend the 90-day period at (i) above for good cause. The customer shall request such an extension from Board staff in writing. The request shall be accompanied by an updated document from a licensed medical professional that meets the requirements at (i)2 above. Pending the Board staff's review of the request for extension, utility service shall not be discontinued.

9.5. All notices herein of discontinuance shall be delivered to the owner personally or by mail, addressed to the last address of the owner listed in the Company records. On all notices of discontinuance to residential customers, there shall be included:

(a) A statement that the utility is subject to the jurisdiction of the New Jersey Board of Public Utilities and the address and phone number of the Board. The telephone number of the Board to be indicated on such statement are 609-341-9188 and 1-800-624-0241 (toll free).

(b) A statement that in the event the customer is either unable to make payment of a bill or wishes to contest a bill the customer should contact the Company. The notice shall contain information sufficient for the customer to make appropriate inquiry.

(c) A statement that if the customer is presently unable to pay an outstanding bill, the customer may contact the Company to discuss the possibility of entering into a reasonable deferred payment agreement. In the case of a residential customer receiving more than one different service from the same utility, the statement shall state that deferred payment agreements are available separately for each utility service.

STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

9.6. Unauthorized reconnections shall be considered theft of service. Unauthorized reconnections by a customer no longer in arrears, shall be considered tampering with utility facilities.

The Company has certain rights under the law to obtain the cessation of acts constituting theft of service that have been committed in violation of N.J.S.A. 2C:20-8, as well as complete restitution for any losses or damages it has suffered as a result of said acts. Customers who tamper with Company property to illegally restore service after being shut off for nonpayment or any other reason under N.J.A.C. 14:3-3A et seq. may be subject to fees for work performed and responsible for payment of any resulting damages.

When a customer is physically disconnected (water service) or the service lateral is plugged (wastewater service) for non-payment of a bill, or for violation of the standard terms and conditions of service, the customer will be required to pay, in addition to any outstanding or delinquent amount, the Company's actual cost of reconnection or $350.00, whichever is more, before service is restored.

Additionally, wastewater service customers who remove plugs from their service laterals and water customers who operate the curb stop to restore service after disconnection are tampering with Company property and may be criminally charged with theft of service.

STANDARD TERMS AND CONDITIONS

10. PRIVATE FIRE PROTECTION SERVICE

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

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

10.3. Private fire service lines that do not include FDCs, fire hydrants, storage tanks, pumping equipment, and/or any combination of these shall be equipped with a rated fire service meter and double check valve assembly in accordance with the Company's Cross-Connection Control Plan and an approved NJDEP Physical Connection Permit, if required. The connecting pipe shall be at least the same size as the meter.

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

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

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

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

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

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.

STANDARD TERMS AND CONDITIONS

12. WATER AND WASTEWATER MAIN EXTENSIONS

12.1. Applications for extensions may be made in person, by telephone, by email, 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. The applicant will be responsible for paying for proposed extensions per the suggested formula within N.J.A.C. 14:3-8.5.

12.2. Distribution mains will be extended only in public streets or highways or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority to be in public streets or highways and subject to the provisions of N.J.S.A. Title 39. The Company will require an easement with terms acceptable to the Company in cases where the streets or highways have not been accepted. In no case, however, will distribution mains be installed until streets or highways have been rough graded to an established and approved grade. In the alternative, and at the sole and absolute discretion of the Company, mains may be installed in properly configured and recorded easements with terms acceptable to the Company.

12.3. Water and/or wastewater main extensions will be installed pursuant to agreements that will be prepared in accordance with all applicable laws of the State and Board of Public Utilities regulations and orders including but not limited to those regulations contained in N.J.A.C. 14:3-1, N.J.A.C. 14:3-6, and N.J.A.C. 14:3-8.

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.

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 dialysis centers, medical/dental offices, adult/child care facilities, manufacturing or processing plants, schools, 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.

STANDARD TERMS AND CONDITIONS

13. GENERAL RULES (Continued)

13.6. Neither by inspection approval nor non-rejection, 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 hydrant, 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. From time to time, the Company may provide public notices, specific notices, correspondence or other notifications ("Notices") regarding the presence of conditions affecting the quality and/or quantity of water service provided by the Company. (Examples of such Notices include, but are not limited to, boil water alerts, notice of hydrant or main flushing, and notice of water quality testing results.) These Notices may contain information about actions members of the public may wish to, are recommended to, or should take in response to the conditions identified in the Notice. In the event the Company issues a Notice, the Company will not be liable for any expenses or costs incurred by a customer or end-user for any action taken in response to any condition identified in the Notice.

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.

STANDARD TERMS AND CONDITIONS

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

14.1. 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 14.1.l and 14.2 herein, suspend, curtail, or discontinue service pursuant to N.J.S.A. 48:2-23, N.J.S.A. 48:2-24, N.J.A.C. 14:3-3A.1 and N.J.A.C. 14:3-3A.2 for any of the following acts or omissions on the part of the customer:

14.1.1. Discontinuance of service for failure to comply with use restrictions.

(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.

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 Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases, the Company will post information on its website, issue calls to customers directing them to the website URL, post to social media, and work with local municipalities to notify residents. 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.

STANDARD TERMS AND CONDITIONS

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

14.2.(Cont'd)

14.2.2. The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and the Board by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.7(g), within one week. Thereafter the utility shall provide weekly reports for the duration of the emergency.

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

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 cross-connection control device(s) in accordance with the Company's Cross-Connection Control Plan.

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 compliance with the Company's Cross-Connection Control Plan.

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.

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 in accordance with the Company's Cross-Connection Control Plan.

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. 14:3-3A.6.

15.10. 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 in accordance with the Company's Cross-Connection Control Plan.

STANDARD TERMS AND CONDITIONS

SPECIAL REQUIREMENTS RELATED TO WASTEWATER SERVICE

16. APPLICABLE TO USE OF SERVICE FOR:

16.1. Only domestic sanitary sewage will be carried and treated under Rate Schedule No. 12.

16.2. Grease interceptors shall be provided by the customer, at customer's expense when, in the opinion of the Company, they are necessary for the proper handling of liquid wastes containing grease or other ingredients harmful to the wastewater system or wastewater treatment plant or processes.

The size and type of each interceptor shall be determined according to maximum volume and rate of discharge, and each separator shall be approved by the Company. No wastes other than those requiring separation shall be discharged into any interceptor.

16.3. Grease interceptors for major installations shall be a mechanical device which is not solely dependent upon employees for maintenance and operation.

All interceptors shall be installed upon the lines of the customers in such a manner and location that it is accessible for inspection by the employees of the Company.

17. CHARACTER OF SERVICE:

17.1. Service is available at any and all times and is continuous, except as limited by Standard Terms and Conditions.

18. TERMS OF USE:

18.1. In accordance with the National Standard Plumbing Code adopted by the Uniform Construction Code of the State of New Jersey, no storm drainage system, sump pumps, floor or foundation drains, or French, curtain, or similar drains of a building shall be connected directly or indirectly to the sanitary drainage system. The Company adopts the above provision and prohibits the drainage of storm water into its collecting system.

18.2. No fixture or fixtures shall be installed in the premises of a customer in a basement or at any other point, unless the trap of the fixture is at least six (6) inches above the level of the manhole cover of the Company's main which is nearest to the connection from said customer's premises. This provision does not apply where adequate pumping facilities are installed on the premises. The Company may require the removal of any fixture which violates this provision and failure to remove such fixture within the time specified shall be cause for the Company to discontinue service and refuse further services until the offending fixture or fixtures are removed.

STANDARD TERMS AND CONDITIONS

SPECIAL REQUIREMENTS RELATED TO WASTEWATER SERVICE (Continued)

18. TERMS OF USE (Cont'd):

18.3. The Company shall not be liable for any reason for any damages related to a backing up of sewerage through open traps in fixtures located in basements or otherwise or from open joints in sewer lines located in basements or elsewhere, where such traps or lines are less than six (6) inches above the level of the manhole cover of the Company's main which is nearest to the connection from the premises of the customer.

18.4. No industrial wastes, trade wastes, acids, alkalis, oils or any type of waste whatsoever, except that which is generally designated as domestic sanitary sewage shall be dumped into the system.

18.5. The limitations on wastewater discharges set forth in Exhibit A hereof (as set forth on Sheets 80 through 84) shall apply to service provided under this Tariff.

18.6. Any person violating the provisions of the above paragraphs 18.1 through 18.5 shall immediately discontinue such violation on the receipt of notice from the Company. In the event such violation is not discontinued within 24 hours after the service of said notice, the Company, in addition to any other remedies to which it is entitled, may disconnect the sewer from the premises whereon said violation occurs and such premises shall not be reconnected until there shall be paid to the Company all costs for excessive use of or damage to the sewage disposal plant, plus the reconnection charge stipulated in Section 9.1.3 (a).

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. Billing for General Water Service is comprised of Consumption and Facilities charges shown below, the Purchased Water Adjustment Clause (PWAC) charge per Rate Schedule 11-A, the Distribution System Improvement Charge (DSIC) per Rate Schedule 11-B, and the Lead Service Line Replacement Charge (LSLRC) per Rate Schedule 11-C.

CHARACTER OF SERVICE:

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

RATE:

General Water Service:

Consumption Charges

Rate per Thousand Cubic Feet
$86.7288

Size of Meter	Facilities Charge Per Quarter	Facilities Charge Per Month
5/8”	$ 73.11	$ 24.37
3/4”	109.74	36.58
1”	191.61	63.87
1-1/2”	383.19	127.73
2”	613.14	204.38
3”	1,149.57	383.19
4”	1,915.95	638.65
6”	3,831.84	1,277.28
8”	6,130.92	2,043.64
10”	8,813.16	2,937.72
12”	16,476.72	5,492.24

Date of Issue: June 30, 2025

Effective for service rendered on and after: _____, 2026

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

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_____, 2026 in Docket No. WR25060372.

RATE SCHEDULE NO. 1 (Continued)

GENERAL WATER SERVICE - GS

TERMS OF PAYMENT:

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

Bills for metered water service are rendered on a monthly or quarterly basis.

When meters are one and one-half inches (1 ½ in.) 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," Sheet No. 28 through No. 30, Paragraphs 8.1 through 8.15, inclusive.

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.

RATE SCHEDULE NO. 1-A

GENERAL WATER SERVICE - GS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABILITY:

Applicable to the use of water supplied through meters in the entire territory served by the Company. Billing for General Water Service is comprised of Consumption and Service charges shown below, the Purchased Water Adjustment Clause (PWAC) charge per Rate Schedule 11-A, the Distribution System Improvement Charge (DSIC) per Rate Schedule 11-B, and the Lead Service Line Replacement Charge (LSLRC) per Rate Schedule 11-C.

CHARACTER OF SERVICE:

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

RATE:

CONSUMPTION CHARGES

For all water used	Rate per 1,000 gallons	$	6.1694

QUARTERLY SERVICE CHARGE

Size of Meter	Charge Per Quarter
5/8”	$ 62.56
3/4”	93.72
1”	163.66
1 ½”	327.26
2”	523.63

A customer with a separate irrigation meter for a lawn sprinkler system shall be charged a single service charge for a 3/4" meter, unless either meter is larger than 3/4", in which case the larger meter size will be charged.

RATE SCHEDULE NO. 1-A (Continued)

GENERAL WATER SERVICE - GS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

Bills for metered water are rendered on a monthly or quarterly basis. Bills may be rendered monthly when the consumption charges for the last four quarters have exceeded $1,200.00 or when mutually agreed upon by the customer and Company.

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.

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 two inches (2 in.) or less, any residential health care facility, and any rooming or boarding house (N.J.S.A. 48:19-18). Charges include the fixed rate as noted below. 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 Rate Schedule 1 and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

CHARACTER OF SERVICE:

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

RATE:

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

Size of Meter	Charge per Quarter	Charge Per Month
2"	$ 275.64	$ 91.88
3"	606.36	202.12
4"	1,012.26	337.42
6"	2,071.44	690.48
8"	2,965.98	988.66
10"	4,757.49	1,585.83
12"	7,034.76	2,344.92

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

Size of Meter	Charge per Quarter	Charge Per Month
1"	$ 91.95	$ 30.65
2"	227.43	75.81
3"	455.34	151.78
4"	755.52	251.84
6"	1,535.55	511.85
8"	2,195.40	731.80
10"	3,515.49	1,171.83
12"	5,195.61	1,731.87

RATE SCHEDULE NO. 2 (Continued)

PRIVATE FIRE SERVICE - PFS

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

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

Bills are rendered monthly.

TERM:

See "Standard Terms and Conditions," Sheet No.28 through No. 30, Paragraphs 8.1 through 8.15, inclusive.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Sheet No. 35, Paragraphs 10.1 through 10.7, inclusive.

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.

RATE SCHEDULE NO. 2-A

PRIVATE FIRE SERVICE - PFS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABILITY:

Applicable to customers throughout the entire territory for private fire protection service. Excludes residential customers with a service line of two inches (2 in.) or less, any residential health care facility, and any rooming or boarding house (N.J.S.A. 48:19-18). Charges include the fixed rate as noted below. 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 Rate Schedule 1 and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

CHARACTER OF SERVICE:

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

RATE:

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.

SERVICE CHARGE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8"	$ 62.56	$ 20.85
3/4"	93.72	31.24
1"	163.66	54.55
1 ½"	327.26	109.09
2"	523.63	174.54

RATE SCHEDULE NO. 2-A (Continued)

PRIVATE FIRE SERVICE - PFS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

Bills are rendered quarterly unless monthly as agreed by the customer and the Company.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Sheet No. 35, Paragraphs 10.1 through 10.7, inclusive.

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

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 $0.04705 per inch foot of distribution and transmission mains serving the municipality or fire district.

Hydrant Charge

Yearly charge of $1,085.74 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 at the General Water Service rate as shown on Rate Schedule No. 1 and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A. Delivery to be determined by meter measurement when feasible, otherwise by Company estimate 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.

RATE SCHEDULE NO. 3 (Continued)

MUNICIPAL SERVICE - MS

TERMS OF PAYMENT:

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

Bills are rendered monthly.

TERM:

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

SPECIAL PROVISIONS:

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

The inch foot charge shall apply to all of the distribution mains, ten (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 twelve (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," Sheet No. 36, Paragraphs 11.1 through 11.8, inclusive.

RATE SCHEDULE NO. 3-A

PUBLIC FIRE PROTECTION SERVICE - PFS

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABLE TO USE OF SERVICE FOR:

Municipal Fire Hydrants in Southampton Township.

CHARACTER OF SERVICE:

The service to fire hydrants shall be subject to the rules and regulations of Middlesex Water Company. Such service shall be only such as the Middlesex Water Company can deliver at the time of the demand.

RATE:

$857.16 per hydrant, per year.

TERMS:

Service shall be rendered on an annual basis from the first day of January to the next succeeding first day of January.

Service may be terminated by Southampton Township by giving notice of at least thirty (30) days that service is to be terminated.

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

OTHER SERVICE:

Water for any use other than fire protection shall be charged at the General Water Service rate as shown on Rate Schedule No. 1-A and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A. Fire hydrants are not to be used for such purposes except upon the express consent of the Company in each case.

RATE SCHEDULE NO. 4

MISCELLANEOUS SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

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

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

See rates for General Water Service, Rate Schedule No. 1 on Sheet No. 45 and Sheet No. 46 and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

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

Special Provisions
Where metered service is provided, a deposit equal to the cost of the meter shall be made with the Company. The meter shall be kept safe and accessible during its use. Meter/backflow prevention assembly shall be in accordance with applicable Middlesex Water Company's standard operating procedures. 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.

RATE SCHEDULE NO. 4 (Continued)

MISCELLANEOUS SERVICE

CHARGES 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 the 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 14:3-4.8.

D) Removing, repairing, and replacing damaged meters – when damaged due to negligence of customer. The Company may impose a charge on any customer who causes damage to a meter as follows:

(1) Repair Only: Actual cost of materials used to repair the meter, the actual cost of labor required to repair and reinstall the meter, and transportation charges.

(2) Meter Replacement for Non-repairable Meters: Actual cost of a new meter, materials used to replace the meter, and the actual cost to install the meter, including the cost of labor required to install the meter, and transportation charges.

E) Replacing meters after removal at the request of the customer within a period of two years of the date of its removal. The Company may impose a charge on any customer who requests a meter change within two years of the initial set of the existing meter as follows:

(1) Actual cost of materials, other than the meter cost, used to replace the meter, the actual labor cost to install the meter, and transportation charges.

RATE SCHEDULE NO. 4 (Continued)

MISCELLANEOUS SERVICE (Cont'd)

CHARGES NOT INVOLVING USE OF WATER (Cont'd)

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 l 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 twenty (20) days from the postmark of the bill to pay a valid bill for service.

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

RATE SCHEDULE NO. 4-A

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

RATE:

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-A, Sheet No. 47 and Sheet No. 48.

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.

RATE SCHEDULE NO. 4-A (Continued)

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

CHARGES NOT INVOLVING USE OF WATER:

RATE:

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

During regular business hours	$40.00
During nonbusiness hours	$50.00

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.

Replacing meters within a period of one year at the request of the customer.

⅝ inch and ¾ inch meters	$52.00

1-inch and over – At cost, 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 and materials.

Removing and replacing meters damaged due to negligence of customer, including frozen and broken meters.

⅝ inch meters	$60.00
¾ inch meters	$72.00
1-inch meters	$84.00

Over 1 inch – At cost, 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.

RATE SCHEDULE NO. 4-A (Continued)

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

CHARGES NOT INVOLVING USE OF WATER (Cont'd):

RATE (Cont'd):

Turn off charge – when service is discontinued at the request of the customer, such as for seasonal reasons or termination of service.

Turn off charge $40.00

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

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 $40.00

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

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 $25.00 per instrument.

Meter testing charge – where the customer is to be charged for meter testing as provided for by this tariff, the charges shall be as follows:

For meter sized up to 2 inches $60.00

Over 2 inches – At cost, including labor, materials and transportation.

TERM:

As required to meet the class of service rendered.

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

RATE SCHEDULE NO. 4-A (Continued)

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WATER COMPANY)

CHARGES NOT INVOLVING USE OF WATER (Cont'd):

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

UNAUTHORIZED WATER USE

APPLICABILITY:

Applicable when the Company has determined the unauthorized use of potable water from the Company water system by any party, including, but not limited to customers and/or other entities or personnel.

CHARACTER OF SERVICE:

Unauthorized and used without knowledge of the Company at the time of the unauthorized usage. This can be unauthorized use of water through Fire Hydrant use, or other connection to the Company water system.

CHARGES FOR UNAUTHORIZED WATER USE

RATE:

All unauthorized usage is unmetered. Meters that may be used by unauthorized users are not recognized by the Company and may not be considered in determining the amount of water used. The Company will have the authority to estimate usage based on its records, observations and judgement.

In addition to any legal action that may be initiated by the Company and/or any criminal action initiated by the appropriate governmental authority, the following charges are in effect for unauthorized use of water, consisting of an incident charge plus a volumetric charge:

Charge per incident:$1,000 for the first incident; increasing in increments of $1,000 for each successive incident, without limit.

Volumetric Charge: $1.00 per gallon of water used, as determined by the Company.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

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.

Charges for Service Under Contract includes the fixed rate as noted below and the Purchased Water Adjustment Clause (PWAC) charge shown on Rate Schedule 11-A.

CHARACTER OF SERVICE:

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

RATE:

All water used shall be charged at the rate of $3,353.54 per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.
A customer has at least twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

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 $2,371.24 per million gallons.

TERMS OF PAYMENT:

Bills will be rendered monthly.
A customer has at least twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

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 $1,651.42 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 twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

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 $1,771.14 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 twenty (20) days from the postmark on the bill to pay a valid bill for service.

SPECIAL PROVISIONS:

As provided under special agreements.

RATE SCHEDULE NO. 9

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:	$525.84 per connection. When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least 20 days from the postmark on the bill to pay a valid bill for service.

Date of Issue: June 30, 2025

Effective for service rendered on and after: _____, 2026

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

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_____, 2026 in Docket No. WR25060372.

RATE SCHEDULE NO. 10

COMMERCIAL WATER SERVICE

(FOR FORMER CUSTOMERS OF BAYVIEW WATER COMPANY)

RESIDENTIAL 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:	$686.68 per connection. When service has been discontinued at the request of the customer for seasonal reasons, there will be no change to the Fixed Annual Charge.
Terms of Payment:	Bills will be rendered at least once in each calendar quarter. A customer has at least 20 days from the postmark on the bill to pay a valid bill for service.

Date of Issue: June 30, 2025

Effective for service rendered on and after: _____, 2026

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

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_____, 2026 in Docket No. WR25060372.

RATE SCHEDULE NO. 11-A

GENERAL WATER SERVICE - GS

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGES

APPLICABILITY:

Applicable to customers throughout the territory served by the Company.

CHARACTER OF SERVICE:

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

RATE:

The PWAC charge will be made to recover the increased purchased water costs incurred by the Company and is in addition to Rate Schedules No. 1, No. 1-A, No. 2, No. 2-A, No. 3, No. 3-A, No. 4, No. 4-A, and No. 5. This charge is assessed per thousand cubic feet or per million gallons.

Rate per thousand cubic feet:	$0.0000
Rate per million gallons:	$00.00

RATE SCHEDULE NO. 11-B

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

APPLICABILITY:

Applicable to customers throughout entire territory for general metered and private fire protection service connections.

CHARACTER OF SERVICE:

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

RATE:

DSIC will be assessed based on the size of the customer meter. The DSIC rate is in addition to Rate Schedules No. 1, No. 1-A, No. 2, and No. 2-A.

GENERAL METERED AND PRIVATE FIRE PROTECTION SERVICE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8”	$ 0.00	$ 0.00
3/4”	0.00	0.00
1”	0.00	0.00
1-1/2”	0.00	0.00
2”	0.00	0.00
3”	0.00	0.00
4”	0.00	0.00
6”	0.00	0.00
8”	0.00	0.00
10”	0.00	0.00
12”	0.00	0.00

RATE SCHEDULE NO. 11-C

LEAD SERVICE LINE REPLACEMENT CHARGE (LSLRC)

APPLICABILITY:

Applicable to customers throughout entire territory for general metered and private fire protection service connections.

CHARACTER OF SERVICE:

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

RATE:

LSLRC will be assessed based on the size of the customer meter. The LSLRC rate is in addition to Rate Schedules No. 1, No. 1-A, No. 2, and No. 2-A.

GENERAL METERED AND PRIVATE FIRE PROTECTION SERVICE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8”	$ 2.04	$ 0.68
3/4”	3.06	1.02
1”	5.10	1.70
1-1/2”	10.20	3.40
2”	16.32	5.44
3”	30.60	10.20
4”	51.00	17.00
6”	102.03	34.01
8”	163.23	54.41
10”	234.66	78.22
12”	438.69	146.23

RATE SCHEDULE NO. 11-D

MULTI-DISTRICT LITIGATION LIMITED TERM SUR-CREDIT

APPLICABILITY:

Applicable to customers throughout entire territory for general metered service otherwise billed under Rate Schedule 1, General Water Service.

CHARACTER OF SERVICE:

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

RATE:

MDL Sur-credit will be included on customer bills based on the size of the customer meter. The MDL Sur-credit rate is in addition to Rate Schedules No. 1.

TERM:

The MDL Sur-credit is effective for four quarterly billing periods or twelve monthly billing periods beginning on the effective date of service and will there after expire.

GENERAL METERED SERVICE

Size of Meter	Charge Per Quarter	Charge Per Month
5/8”	$ (5.64)	$ (1.88)
3/4”	(8.43)	(2.81)
1”	(13.98)	(4.66)
1-1/2”	(28.05)	(9.35)
2”	(44.94)	(14.98)
3”	(84.30)	(28.10)
4”	(140.55)	(46.85)
6”	(281.25)	(93.75)
8”	(450.06)	(150.02)
10”	(647.01)	(215.67)
12”	(1,209.75)	(403.25)

Date of Issue: June 30, 2025 Effective for service rendered on and after: _____, 2026

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated _____, 2026 in Docket No. WR25060372.

RATE SCHEDULE NO. 11-E

(RESERVED FOR FUTURE USE)

RATE SCHEDULE NO. 12

GENERAL SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

Applicable to the use of service for private dwellings occupied by a single-family unit.

RATE:

Quarterly Service Charge

$149.10 for each quarter of the year.

Volumetric Charge: for all water discharged to the sewer (based on metered water consumption).

Rate per 1,000 gallons: $11.3308

TERMS:

A) Billing shall be based on the Quarterly Service Charge plus Volumetric Charge for such period.

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

C) In the event the Services Charges then due are not paid at least twenty (20) days after the postmark date indicated on the said notice N.J.A.C. 14:3-3A.3(b), the Company may cause the Sewer Connection of such premises to be disconnected and such premises may not again use the facilities of the system until full payment or, if a residential customer is presently unable to do so, the Company shall make a good faith effort to enter into a deferred payment agreement, in accordance with N.J.A.C. 14:3-7.7.

RATE SCHEDULE NO. 12 (Continued)

GENERAL SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

TERMS (Continued):

D) Service shall be terminated on the request of any customer on notice of at least ten (10) days to the Company.

E) No industrial or commercial customers shall be permitted to connect to the Company's system under this Rate Schedule (see Rate Schedule No. 14).

F) If the Company considers it possible that any high strength effluent is to be discharged to the Company's system, the discharge shall be evaluated and considered for authorized discharge under a Company issued Industrial Discharge Permit with specific requirements defined for discharge, if allowed. The Company shall be permitted to sample and test the strength of the effluent on a frequency and method determined acceptable by the Company. If a composite 24-hour sample shows either suspended solids (SS) or Biochemical Oxygen Demand (BOD) exceeding 300, or any other compound identified by the Company as a concern, then the Company shall, at the customer's expense, install a separate flow meter (or use water consumption as a flow measure) and the customer shall pay to the Company surcharges as determined appropriate. For SS or BOD exceedances the surcharge is calculated as follows:

$$\text{Surcharge} = \text{Rate} / 1{,}000 \text{ Gallons} \times \frac{\text{Actual BOD}}{300} \times \frac{\text{Actual SS}}{300}$$

If the actual BOD is less than 300, then 300 shall be used as the Actual BOD for the purposes of this surcharge formula. If the actual SS is less than 300, then 300 shall be used as the Actual SS for the purposes of this surcharge formula

G) Water used through and measured by Irrigation meters will not be used to compute the Volumetric Charge for wastewater service.

H) Disposable wipes of any kind (disinfection wipes or flushable wipes), or other products not intended for wastewater system use, are not permitted to be disposed of in the wastewater system.

RATE SCHEDULE NO. 13

SERVICE UNDER CONTRACT

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

Applicable to wastewater service provided to customers under special agreements at the option of the Company.

RATE:

$18.6366 per 1,000 gallons.

An additional fee of $15.81 per month for each unit connected to the Township's collection system that has a garbage disposal installed within it.

TERMS OF PAYMENT:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. Bills will be rendered monthly.

SPECIAL PROVISIONS:

As provided under special agreements.

RATE SCHEDULE NO. 14

GENERAL SERVICE – OTHER

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

Applicable to the use of service for buildings other than private dwellings occupied by a single-family unit.

RATE:

$18.6366 per 1,000 gallons, but not less than $302.07 per equivalent unit per quarter.

Usage shall be based on water meter readings of non-irrigation water usage, wastewater meter readings, if available, or estimate based on usage of similar buildings.

TERMS:

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

(b) In the event of non-payment of the Service Charge within thirty (30) days after same is due, in addition to other remedies provided in this Tariff, the Company may cause a notice to be served upon the occupant of the premises of the Company's intention to disconnect the Sewer Connection to such premises. In the event the Service Charges then due are not paid within ten (10) days from the service of said notice, the Company may cause the Sewer Connection of such premises to be disconnected and such premises may not again use the facilities of the system until full payment has been made of all arrears on account of the Service Charges and all charges incurred in disconnecting and reconnecting the occupant's connection.

(c) Service shall be terminated on the request of any customer on notice of at least ten (10) days to the Company.

RATE SCHEDULE NO. 14 (Continued)

GENERAL SERVICE – OTHER

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

TERMS (Continued):

(d) No commercial or industrial customers shall be permitted to connect to the Company's system under this Rate Schedule except pursuant to the following paragraph (e).

(e) If the Company considers it possible that any commercial, industrial, or other high strength effluent, including high-strength restaurant effluent, is to be discharged to the Company's system, the discharge shall be evaluated and considered for authorized discharge under a Company issued Industrial Discharge Permit with specific requirements defined for discharge, if allowed. The Company shall be permitted to sample and test the strength of the effluent on a frequency and method determined acceptable by the Company. If a composite 24-hour sample shows either suspended solids (SS) or Biochemical Oxygen Demand (BOD) exceeding 300, or any other compound identified by the Company as a concern, then the Company shall, at the customer's expense, install a separate flow meter (or use water consumption as a flow measure) and the customer shall pay to the Company a surcharge as determined appropriate. For SS or BOD exceedances the surcharge is calculated as follows:

$$\text{Surcharge} = \text{Rate / 1,000 Gallons} \times \frac{\text{Actual BOD}}{300} \times \frac{\text{Actual SS}}{300}$$

If the actual BOD is less than 300, then 300 shall be used as the Actual BOD for the purposes of this surcharge formula. If the actual SS is less than 300, then 300 shall be used as the Actual SS for the purposes of this surcharge formula

RATE SCHEDULE NO. 15

MISCELLANEOUS SERVICE

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

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:

A customer has at least twenty (20) days to pay a valid bill for service after the Company sends it. The Company will take into consideration mailing time but reserves the right to issue a written notice of its intention to discontinue water service.

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions."

EXHIBIT A

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

No person shall discharge directly or indirectly into the system, any wastewater the characteristics of which do not conform to the concentration limits prescribed herein, or to other objectionable material or substances as specified in this schedule, except upon written approval by the Company and upon such terms and conditions as may be established by the Company in the acceptance of the wastewater.

SECTION 1.0:

No person shall discharge or permit the discharge or infiltration into the system of any of the following:

a) Any liquid having a temperature higher than 150 degrees (65 degrees C.) or heat in such amounts which will inhibit biological activity in the Publicly Owned Treatment Works ("POTW") resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 degrees C. (104 degrees F.) unless the State, upon request of the Company, approves an alternate limit.

b) Any liquid containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/1 or containing substances which may solidify or become viscous at temperatures between 32 degrees F. and 150 degrees F. (0 degrees C. and 65 degrees C.).

c) Any water or wastes that contain hydrogen sulfide in sufficient quantity to cause damage or excessive odor within the wastewater treatment system.

d) Any residue from petroleum storage, refining or processing fuel or lubrication oil, gasoline, Naphtha, Benzene, or other explosive or inflammable liquids, solids, or gases in such concentrations which would cause or potentially cause an explosive, flammable, or other hazardous condition.

Any substance that may:

a) Cause interference with the metering of wastewater.

b) Pass through to the receiving waters without being effectively treated at the wastewater treatment processes.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

Any solid or viscous substance in quantities or of such size capable of causing obstruction to the flow in sewers such as, but not limited to, mud, straw, metal, rags, glass tar, plastics, wood and shavings.

Any solid or viscous substances in quantities or of such size capable of causing an interference with the proper operation of the system such as, but not limited to, ashes, cinders, sand, feathers, unground garbage, whole blood, paunch manure, hair and fleshing, entrails, paper or plastic containers, etc., either whole or ground by garbage grinders.

Any garbage that has not been properly shredded to a degree that all particles can be carried freely under the flow conditions normally prevailing in public sewers. Particles greater than one-half (1/2) inch in any dimension are prohibited.

Any pollutant that will cause corrosive damage or hazard to structures, equipment, or personnel of the wastewater facilities, but in no case discharges having a pH lower than 5.0 Standard Units or greater than 9.0 Standard Units.

Any radioactive waste or isotope of such half-life or concentration as to be in excess of that permitted by appropriate regulatory agencies having control over their use or in such quantity as to cause damage or hazard to structures, equipment, and personnel of the Company.

Any waste containing noxious our malodorous solids, liquids, or gases that on their own or by interaction with other waste are capable of creating a hazard to life or a public nuisance that may be sufficient to prevent entry into a sewer for its maintenance and repair.

Any unpolluted waters e.g. (stormwater, surface water, groundwater, roof runoff, cooling drainage) to the wastewater treatment system.

Any non-contact cooling water or unpolluted industrial process waters to the wastewater treatment system unless specifically allowed by the Company.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

Constitute a rate of discharge sufficient to be classified as a "slug discharge," or containing such concentrations or quantities of pollutants that would cause an interference to the wastewater treatment system.

Any water or wastes containing toxins or pollutants in sufficient quantity and/or concentration to cause injury, damage or hazard to personnel, structures or equipment, or interfere with the wastewater treatment system or any portion of the liquid or solids treatment or handling processes, or that will pass through the wastewater treatment system in such condition that it will not achieve State, Federal or other existing requirements for the effluent or for the receiving waters.

Any material which exerts or causes:

a) Unusual concentration of inert suspended solids (such as, but not limited to, Fuller's earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).

b) Any water or wastes containing dyes, pigments or other colored substances that will not be removed in the wastewater treatment system and will interfere with effluent color or turbidity measurements.

c) Unusual Biochemical Oxygen Demand (BOD), Chemical Oxygen Demand (COD), or chlorine requirements in such quantities as to constitute an unacceptable load on the wastewater treatment works.

SECTION 1.0:

No person shall dispose of wastes from septic tanks, cesspools, or other sources of waste to the system without the prior written approval of the Company and in accordance with all conditions imposed by the Company on such disposal.

SECTION 1.2:

No person shall uncover or make any unauthorized connection or alteration or otherwise disturb any element of the system without the prior written approval of the Company.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

SECTION 1.3:

Connections to the system shall be designed and constructed to conform to the requirement of all applicable State and local building and plumbing codes. All such connections shall be made gas-tight and water-tight and shall be subject to the inspection and approval of the Company.

SECTION 1.4:

No person shall discharge into the system any waters or wastes having the following characteristics without the prior review and approval of the Company:

a) A five-day BOD concentration greater than three hundred (300) parts per million, or

b) A suspended solids concentration in excess of three hundred (300) parts per million, by weight, or

c) Any new source significant indirect user (SIU) as defined by N.J.S.A. 58:10A-6 and N.J.A.C. 7:14A-12.1.

SECTION 1.5:

No person shall discharge to the system any liquids containing toxic solids, liquids or gases in sufficient quantity, either single or by interaction with other wastes, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a public nuisance, prevent the attainment of effluent limitations as imposed by any State or Federal regulatory agency, or create any hazard in the effluent of the wastewater treatment plant or the receiving waters.

EXHIBIT A (Continued)

LIMITATIONS ON WASTEWATER DISCHARGES

(FOR FORMER CUSTOMERS OF PINELANDS WASTEWATER COMPANY)

SECTION 1.6:

The concentration in wastewater of any of the following substances shall be limited to the stated maximum concentrations in order to be acceptable for discharge to the system:

	DISCHARGE LIMITATIONS	
PARAMETERS	MONTHLY AVERAGE (MG/L)	DAILY MAXIMUM (MG/L)
Arsenic (as AS)	2.00	2.00
Boron (as BO)	1.00	1.00
Cadmium (as Cd)	0.26	0.69
Chromium (Total)	0.23	0.23
Copper (as Cu)	0.36	1.00
Cyanide (Total)	1.00	1.00
Iron (as Fe)	5.00	5.00
Lead (as Pb)	0.40	0.60
Mercury (as Hg)	0.01	0.04
Nickel (as Ni)	0.36	0.36
Silver (as Ag)	0.24	0.43
Zinc	2.20	2.20
MBAS	10.00	10.00
Phenol	0.04	0.04
Total Solids	1,300	1,300

MIDDLESEX WATER COMPANY
RATE CASE 2025
DOCKET # WR25060372

COMPARATIVE SCHEDULE OF PRESENT AND PROPOSED RATES

	EXISTING RATES	SETTLEMENT RATES	DIFFERENCE	% CHANGE
RESIDENTIAL	$54,529,218	$59,886,008	$5,356,789	9.82%
COMMERCIAL	25,350,532	28,267,986	2,917,454	11.51%
INDUSTRIAL	12,809,760	14,321,230	1,511,469	11.80%
SUBTOTAL	92,689,510	102,475,223	9,785,713	10.56%
PRIVATE FIRE SERVICE	7,560,479	8,464,011	903,532	11.95%
PUBLIC FIRE SERVICE	5,923,785	6,869,272	945,487	15.96%
SUBTOTAL	13,484,264	15,333,284	1,849,020	13.71%
EAST BRUNSWICK	5,209,699	5,806,255	596,556	11.45%
EDISON / HIGHLAND PARK	3,299,160	3,666,105	366,945	11.12%
RAHWAY	620,204	689,186	68,982	11.12%
OLD BRIDGE MUA	4,360,587	4,845,586	484,998	11.12%
MARLBORO TOWNSHIP	5,799,080	6,444,071	644,991	11.12%
SUBTOTAL	19,288,730	21,451,202	2,162,472	11.21%
SALES REVENUE	125,462,504	139,259,709	13,797,205	11.00%
MISCELLANEOUS	134,688	135,010	322	
BAYVIEW	107,992	119,892	11,901	
ROUNDING	322	(1,843)	(2,164)	
GRAND TOTAL	$ 125,705,505	$ 139,512,768	$ 13,807,263	10.98%

PINELANDS WATER COMPANY
RATE CASE 2025
DOCKET # WR25060372

COMPARATIVE SCHEDULE OF PRESENT AND PROPOSED RATES

	EXISTING RATES	SETTLEMENT RATES	DIFFERENCE	% CHANGE
RESIDENTIAL	$1,372,947	$1,543,853	$170,906	12.45%
PUBLIC FIRE SERVICE	66,723	79,716	12,993	19.47%
SUBTOTAL	1,439,670	1,623,569	183,899	12.77%
MISCELLANEOUS	322	322	0	
ROUNDING	0	(295)	(295)	
GRAND TOTAL	$ 1,439,992	$ 1,623,596	$ 183,604	12.75%

PINELANDS WASTEWATER COMPANY
RATE CASE 2025
DOCKET # WR25060372

COMPARATIVE SCHEDULE OF PRESENT AND PROPOSED RATES

	EXISTING RATES	SETTLEMENT RATES	DIFFERENCE	% CHANGE
RESIDENTIAL	$1,739,133	$2,205,699	$466,566	26.83%
SERVICE UNDER CONTRACT	153,419	194,574	41,155	26.83%
SUBTOTAL	1,892,552	2,400,273	507,721	26.83%
MISCELLANEOUS	350	350	0	
ROUNDING	0	(40)	(40)	
GRAND TOTAL	$ 1,892,902	$ 2,400,583	$ 507,681	26.82%

MIDDLESEX WATER COMPANY, PINELANDS WATER COMPANY, &
PINELANDS WASTEWATER COMPANY
RATE CASE - 2025
PURCHASED WATER ADJUSTMENT CLAUSE

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

NEW JERSEY WATER SUPPLY AUTHORITY BASE CONTRACT		9,855	MG
COST PER MILLION GALLONS (TY 10/31/2025):			
TIER ONE	FIRST 27 MILLION GALLONS	$365.00	
TIER TWO	PURCHASES ABOVE BASE CONTRACT	$438.00	
TIER THREE	PURCHASES 10% ABOVE MONTHLY AVERAGE OF BASE CONTRACT	$438.00	
NEW JERSEY AMERICAN WATER COMPANY BASE CONTRACT		1,095	MG
COST PER MILLION GALLONS BASE RATE + PWAC (TY 10/31/2025)		$3,449.90	
LSCRC FIXED CHARGE PER MONTH		$21.24	
SPECIAL PROGRAM CHARGE (SPC) PER MONTH		$0.99	
RESIC CHARGE PER METER, PER MONTH		$126.36	

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

ACTUAL NUMBER AND CLASSES OF CUSTOMERS (as of 07/31/2025):

RESIDENTIAL	55,032
COMMERCIAL	3,680
INDUSTRIAL	260
PRIVATE FIRE	1,145
CONTRACT SALES	5

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

ACTUAL VOLUME OF WATER PURCHASED (TY 10/31/2025)	10,950.0	MG

4. N.J.A.C. 14:9-7.4(a)4

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

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

BASE CONSUMPTION (TY 10/31/2025)	12,338	MG
LESS: EAST BRUNSWICK	(2,383)	MG
BASE CONSUMPTION FOR RECOVERY OF PWAC	9,955	MG

BASE COSTS

NEW JERSEY WATER SUPPLY AUTHORITY COST PER THOUSAND GALLONS:		
TIER ONE	FIRST 27 MILLION GALLONS	$0.3650
TIER TWO	PURCHASES ABOVE BASE CONTRACT	$0.4380
TIER THREE	PURCHASES 10% ABOVE MONTHLY AVERAGE OF BASE CONTRACT	$0.4380

NEW JERSEY AMERICAN WATER COMPANY:	
COST PER THOUSAND GALLONS BASE RATE + PWAC	$3.4499
LSCRC FIXED CHARGE PER MONTH	$21.24
SPECIAL PROGRAM CHARGE (SPC) PER MONTH	$0.99
RESIC CHARGE PER METER, PER MONTH	$126.36

MIDDLESEX WATER COMPANY
RATE CASE 2025
DOCKET # WR25060372

MWC DEPRECIATION RATES

WATER ACCOUNTS

NARUC ACCT	BPU ACCT	DESCRIPTION	DEPRECIATION RATE
301.1	301	ORGANIZATION	0.00%
	303	MISC INTANGIBLE PLANT	0.00%
303.2	310	LAND & LAND RIGHTS (Non-Depreciable)	0.00%
304.2	311	STRUCTURES & IMPROVEMENTS	1.40%
	312	C&I RESERVOIRS	0.53%
306.2	313	LAKES, RIVERS & OTHER INTAKES	0.09%
307.2	314	WELLS & SPRINGS	0.39%
309.2	316	SUPPLY MAINS	1.25%
303.2	320	LAND & LAND RIGHTS (Non-Depreciable)	0.00%
304.2	321	STRUCTURES & IMPROVEMENTS	1.27%
310.2	323	OTHER POWER PRODUCTION EQUIPMENT	1.43%
311.2	325	ELECTRIC PUMPING EQUIPMENT	2.23%
311.2	328	OTHER PUMPING EQUIPMENT	2.85%
303.3	330	LAND & LAND RIGHTS (Non-Depreciable)	0.00%
304.3	331	STRUCTURES & IMPROVEMENTS	1.54%
320.3	332	WATER TREATMENT & EQUIPMENT	1.79%
303.4	340	LAND & LAND RIGHTS (Non-Depreciable)	0.00%
330.4	342	DISTRIBUTION RESERVOIRS & STANDPIPES	1.02%
330.4	342.1	DISTRIBUTION RESERVOIRS & STANDPIPES-TANK PAINTING	6.67%
331.4	343	TRANSMISSION & DISTRIBUTION MAINS	1.08%
333.4	345	SERVICES	1.40%
334.4	346	METERS	10.51%
334.4	347	METER INSTALLATIONS	4.61%
335.4	348	HYDRANTS	2.69%
339.4	349	OTHER T. & D. EQUIPMENT	6.86%
303.5	389	LAND & LAND RIGHTS (Non-Depreciable)	0.00%
304.5	390	STRUCTURES & IMPROVEMENTS	1.35%
340.5	391	OFFICE FURNITURE & EQUIPMENT	5.00%
340.5	391.01	SOFTWARE UPGRADES	10.00%
340.5	391.02	COMPUTER EQUIPMENT	20.00%
340.5	391.05	ENTERPRISE SOFTWARE	4.00%
340.5	391.06	IT CLOUD COMPUTING	20.00%
341.5	392	TRANSPORTATION EQUIP.	4.35%
342.5	393	STORES EQUIPMENT	0.00%
343.5	394	TOOLS, SHOP & GARAGE EQUIP.	5.00%
344.5	395	LABORATORY EQUIPMENT	5.00%
345.5	396	POWER OPERATED EQUIP.	0.44%
346.5	397	COMMUNICATION EQUIPMENT	6.67%
347.5	398	MISCELLANEOUS EQUIP.	5.00%
		COST OF REMOVAL AMORTIZATION	$184,474
		GENERAL PLANT AMORTIZATION	(680,234)

MIDDLESEX WATER COMPANY
RATE CASE 2025
DOCKET # WR25060372

MWC DEPRECIATION RATES

WASTEWATER ACCOUNTS

NARUC ACCT	BPU ACCT	DESCRIPTION	DEPRECIATION RATE
301.1	301	ORGANIZATION	0.00%
389.1	303	MISC INTANGIBLE PLANT	0.00%
353.2	311	PUMPING SYSTEM LAND	0.00%
353.4	312	TREATMENT & DISPOSAL LAND	0.00%
363.2	320	SERVICE CONNECT TRAPS & ACCESSORIES	1.65%
361.2	321	COLLECTING MAINS & ACCESSORIES	1.01%
360.2	323	FORCE MAINS	1.39%
354.2	324	STRUCTURES & IMPROVEMENTS	1.27%
389.2	325	OTHER COLLECTING SYSTEM EQUIPMENT	1.44%
354.3	330	STRUCTURES & IMPROVEMENTS	0.80%
371.3	331	ELECTRIC PUMPING EQUIPMENT	3.53%
371.3	332	OTHER PUMPING SYSTEM EQUIPMENT	2.23%
389.3	333	MISC PUMPING SYSTEM EQUIPMENT	2.04%
354.4	340	STRUCTURES & IMPROVEMENTS	2.33%
380.4	342	SEDIMENTATION TANKS & ACCESSORIES	1.35%
380.4	344	SLUDGE & EFFLUENT REMOVAL EQUIPMENT	1.22%
380.4	345	SLUDGE DIGESTION TANKS & ACCESSORIES	0.79%
380.4	346	SLUDGE DRYING & FILTERING EQUIPMENT (Fully Depreciated)	0.00%
380.4	347	SECONDARY TREATMENT & ACCESSORIES	4.01%
380.4	349	OTHER SEWAGE REMOVAL EQUIPMENT	2.39%
380.4	350	CHEMICAL TREATEMNT PLANT	8.64%
380.4	351	CHEMICAL CONTACT TANKS	0.48%
382.4	352	OUTFALL PIPES & ACCESSORIES (Fully Depreciated)	0.00%
389.4	353	OTHER DISPOSAL EQUIPMENT (Fully Depreciated)	0.00%
354.7	390	STRUCTURES & IMPROVEMENTS	1.66%
390.7	391	OFFICE FURNITURE & EQUIP	5.00%
390.7	391.02	COMPUTER EQUIPMENT	20.00%
391.7	392	TRANSPORTATION EQUIP.	2.69%
393.7	394	TOOLS, SHOP & GARAGE EQUIP.	5.00%
394.7	395	LABORATORY EQUIPMENT	5.00%
395.7	396	POWER OPERATED EQUIP.	7.33%
396.7	397	COMMUNICATION EQUIPMENT	6.67%
397.7	398	MISCELLANEOUS EQUIP	0.00%
		COST OF REMOVAL AMORTIZATION	($769)
		GENERAL PLANT AMORTIZATION	8,568

RAINONE
COUGHLIN
MINCHELLO
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Please Respond to Iselin Office

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mburns@NJRCMLAW.com

January 2, 2026

Honorable Jacob S. Gertsman, ALJ
Office of Administrative Law
P.O. Box 049
Trenton, New Jersey 08625-0049

Re: In the Matter of the Joint Petition for Approval of an Increase in Rates for Water and Wastewater Service And Other Tariff Changes for Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company
BPU Docket No. WR25060372 / OAL Docket No. 12680-2025S

Dear Judge Gertsman:

As you are aware, this firm represents the Intervenors, Marlboro Township and the Old Bridge Municipal Utilities Authority, in these matters. We have received and had the opportunity to review the proposed Stipulation of Settlement as drafted by Middlesex Water Company and amended by proposals from the Division of Rate Council and Board Staff and formally submit that we have no opposition to the proposed settlement.

Thank you for your consideration, if you require anything further from my office, please do not hesitate to contact us immediately.

Very truly yours,

RAINONE COUGHLIN MINCHELLO, LLC

By:_____
Michael R. Burns, Esq.

MRB/sj
Cc: Service List

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January 2, 2026

The Honorable Jacob S. Gertsman
Administrative Law Judge
New Jersey Office of Administrative Law
P.O. Box 049
Trenton, NJ 08625-0049

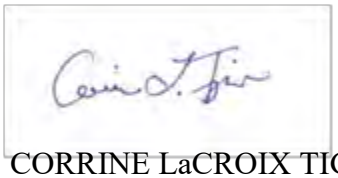
Re: In the Matter of the Joint Petition for an Approval of an Increase in Rates for Water and Wastewater Service and Other Tariff Changes for Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company
Docket No.: BPU DOCKET NO. WR25060372
OAL DOCKET NO. 12680-2025S
Our File No.: 14597764 - AI

Dear Judge Gertsman,

This office represents Intervenor, Township of East Brunswick ("East Brunswick"). Please accept this letter as confirmation that East Brunswick intends to pass a resolution at its next Township Council meeting on January 12, 2026 accepting the settlement in this matter. By way of this letter, East Brunswick confirms its decision not to oppose the settlement reached by the parties as memorialized in the Stipulation of Settlement.

In the event that there is anything further required from the Township with regarding to the settlement, please advise.

Very truly yours,



CORRINE LaCROIX TIGHE

MS&B McMANIMON • SCOTLAND • BAUMANN

75 Livingston Avenue, Roseland, NJ 07068 (973) 622-1800

January 2, 2026

Via E-Mail and Overnight Mail
Honorable Jacob S. Gertsman, A.L.J.
New Jersey Office of Administrative Law
3444 Quakerbridge Road, Building 9
Mercerville, New Jersey 08619

Re: I/M/O Petition of Middlesex Water Company, et al. for Approval of an Increase in its Rates for Water Service and Other Tariff Changes
BPU Docket No. WR25060372
OAL Docket No. PUC 12680-2025S
Letter of Non-Opposition (Highland Park Borough)

Dear Judge Gertsman:

As you know, this office represents the Intervenor in this matter, the Borough of Highland Park. Please accept this correspondence as our letter confirming that the Intervenor does not oppose the settlement reached by the parties in this matter, as the same is evidenced by the proposed Stipulation of Settlement being submitted to Your Honor.

In the event that there be anything further required from the Borough of Highland Park with respect to the Stipulation, please advise. Thank you.

Respectfully yours,

Ted Del Guercio, III

Ted Del Guercio, III

TJD/

cc: Service List (attached) *(via email)*
Deborah Winters and Celina Woodall (OAL) *(via email)*

PARKER McCAY

Parker McCay P.A.
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January 5, 2026

File No.: 01240-0175

VIA E-MAIL

The Honorable Jacob S. Gertsman, A.L.J.
New Jersey Office of Administrative Law
3444 Quakerbridge Road, Building 9
Mercerville, New Jersey 08619

Re: In the Matter of the Joint Petition for Approval of an Increase in Rates for Water and Wastewater Service And Other Tariff Changes for Middlesex Water Company, Pinelands Water Company and Pinelands Wastewater Company
BPU Docket No. WR23050292
OAL Docket No. UC 12680-2025S

Dear Judge Gertsman:

As you know, this office represents the Intervenor, Township of Southampton, in the above matter. Please accept this correspondence confirming that the Intervenor does not oppose the settlement reached by the parties as evidenced by the proposed Stipulation of Settlement in this matter.

In the event anything further is required from Southampton Township with regard to the Stipulation, please advise.

Respectfully submitted,

GEORGE M. MORRIS

GMM:jth
VIA E-MAIL ONLY:
cc: Service List (attached)
Client
4921-3107-0596, v. 1

RATE SCHEDULE G

SALES FOR RESALE – SERVICE TO OTHER SYSTEMS

APPLICABILITY

Applicable to Sales for Resale customers receiving service from the Company as of December 8, 2008. Applicable to customers served by the Company throughout Service Area 2 that have a contract demand of 500,000 or more gallons per day pursuant to a contract entered into with the Company at the Company's sole option. The charge for metered Service to Other Systems Under Contract shall consist of the total of Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge as shown on Rate Schedule O-1, the Lead Service Line Replacement Charge (LSLRC) as shown on Rate Schedule O-2, the Special Program Charge (SPC) as shown on Rate Schedule O-3, and the Resiliency and Environmental System Investment Charge (RESIC) as shown on Rate Schedule O-5.

CHARACTER OF SERVICE

Continuous, except as limited by written agreement.

WATER CHARGE

Consumption	Rate Per 1,000 Gallons	
	Non-Exempt	Exempt
All water usage	$3.6626	$3.1810

	Rate Per 100 Gallons	
	Non-Exempt	Exempt
All water usage	$0.36626	$0.31810

TERMS OF PAYMENT

Valid bills for sale of water under this schedule will be rendered monthly in arrears and are due twenty (20) days from the date of the postmark on the envelope in which the bill was transmitted or electronic transmission date for customers on electronic billing. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance.

TERMS

Subject to written agreement.

CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

SPECIAL PROVISION

*Non-Exempt consumption charges reflect a water tax of $.01 per 1,000 gallons of water consumed pursuant to N.J.S.A. 58:12A-21(a). Exempt consumption charges reflect a water tax of $.01 multiplied by 0.868522 per 1,000 gallons. This water tax is not applicable for sales for resale service. Exempt rates are charged for service rendered to those customers entitled to statutory relief pursuant to N.J.S.A. 54:30A-50, et seq.

RATE SCHEDULE O-1

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC)

APPLICABILITY

Applicable to all Metered Water Customer classes served by the Company in all service areas for water service, except for those customers subject to Rate Schedules I and J, who will only be subject to the PWAC for any water used in excess of their Annual Purchase Requirement.

The PWAC or "purchased water adjustment clause" is a provision that authorizes a utility to adjust its rates to compensate for an increase or decrease in the cost of water purchased from a water purveyor. (N.J.A.C. 14:9-7.2) The PWAC charge is designed to recover the cost of purchased water and allow the Company to achieve a zero or near-zero deferred balance each April 1st on its purchased water costs.

CHARACTER OF SERVICE

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

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGE

In addition to all other charges for metered service, the following charges per one hundred gallons or per one thousand gallons for all sales will be made to recover purchased water costs not included in the Water Charge or any other Charge:

	Gallons Per Month	Rate Per 100 Gallons	Rate Per 1,000 Gallons
Non-Exempt	All	$0.05330	$0.5330
Exempt	All	$0.04633	$0.4633

The PWAC Charge is also applicable to any difference between the quantity of water actually purchased by the customer and any applicable take-or-pay commitment.

FILING

The Company shall endeavor to make an annual PWAC filing no later than December 1st of each year proposing a PWAC rate to be effective on or about the following April 1st.

The notice of filing and of public hearing in the annual PWAC proceedings shall include the specific rate change proposed to be implemented on April 1st. The notice shall also include the impact of such potential increases on a benchmark bill.

The annual PWAC filing shall contain, but not be limited to, the following:

1. A reconciliation of actual versus estimated costs and revenues from the last Board approved PWAC charge for purchased water;
2. Projected rates supported by projected volumes, revenues, and projected purchased water costs;
3. Deferred balances and the timeframe over which they are proposed to be collected or returned;
4. A written explanation of the circumstances that caused the deferred balances in (3) above;
5. A written explanation of any significant activities or trends which may affect costs for the prospective period; and
6. Updated tariff sheets to reflect any change to the PWAC rate.

The benchmark bill shall be the average residential water customer bill for a twelve-month period.

(Continued)

RATE SCHEDULE O-1
PURCHASED WATER ADJUSTMENT CLAUSE (PWAC)
(Continued)

PROVISIONS

Interest shall be passed onto customers through the PWAC rates at the beginning of each PWAC Year succeeding any PWAC year in which any monthly purchased water costs over recovery has taken place. A PWAC Year is the twelve-month period beginning each April 1 and ending March 31 of the following calendar year. Any debit or credit balance in the separate deferred net revenue or separate cost of purchased water accounts shall be determined monthly. Monthly interest shall be calculated on the average of the current and prior month's ending cumulative deferred revenue or cost of purchased water balances. Interest on such water costs shall be calculated utilizing the rate of return on rate base utilized to set rates in the Company's last preceding base rate case, and shall be changed from time to time, consistent with N.J.A.C. 14:9-7.1, et seq.

The clause shall be subject to deferred accounting, consistent with N.J.A.C. 14:9-7.1, et seq.

TERMS OF PAYMENT

See Rate Schedules for applicable customer classes.

CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

RATE SCHEDULE O-2
LEAD SERVICE LINE REPLACEMENT CHARGE

APPLICABILITY

Applicable to all water customer classes served by the Company in all service areas for water service taking service under Rate Schedules A-1 through A-18, A-21 (GMS) and Rate Schedules C, D, E, F, G, H, I, J, and non-residential Private Fire Service customers on Rate Schedules L-1 through L-13 and L-15 (non-GMS). The Lead Service Line Replacement Charge is designed to recover project costs associated with replacing customer-owned lead service lines.

CHARACTER
Continuous, except as limited by the "Standard Terms and Conditions".

LEAD SERVICE LINE REPLACEMENT CHARGE (LSLRC)
In addition to all other charges for GMS and non-GMS customers throughout the entire territory served, the following charges will be assessed as follows commencing July 1, 2026:

- For each surcharge period, revenue responsibility shall be assigned to GMS customers on a volumetric basis in the same proportion as total revenue requirements were assigned to GMS in the Company's most recently concluded base rate case. Then the balance of the revenue responsibility shall be assigned to non-GMS as a fixed per customer surcharge based on the aggregate customer count of non-GMS customers.

- The non-GMS customer count and GMS volumetric usage will be updated with each surcharge filing. The non-GMS customer count will be updated to reflect the count at the end of the month prior to each surcharge filing. The GMS usage will be updated to reflect the actual usage from the six-month period during which the costs were incurred.

- GMS and non-GMS LSLRC revenue requirement allocation percentages will be updated following each base rate proceeding during the LSLRC recovery period.

RATE

GMS Rate Per 1,000 Gallons	Non-GMS Fixed Charge Per Month
$0.5561	$28.54

The recovery of these costs will be shown as a LSLRC surcharge on each customer's bill.

FILING
The LSLRC is authorized pursuant to N.J.S. A. 58:12A-40, et seq. (Lead Service Line Replacement Law) and the procedures for filing, approving and implementing the LSLRC are set forth therein, along with the Company's Lead Service Line Replacement Plan, which was reviewed and approved by the Board of Public Utilities in BPU Docket No. WR22010017 on October 12, 2022, and the BPU Order approving said Plan.

The approval process for implementing this surcharge includes public notice and hearing. The notice included a proposed surcharge amount based on the actual project costs associated with the replacement of customer-owned lead service lines incurred by the Company between July 1, 2020 and October 31, 2022, as well as estimated surcharge amounts for the first five years of the lead service line replacement program, which were estimated based on estimated construction schedules, costs and other factors described in the approved Lead Service Line Replacement Plan. The Company subsequently filed an update to revise the estimated surcharge amounts for the first five years, resulting in a second public notice and hearing. Pursuant to the approved Lead Service Line Replacement Plan, the Company shall endeavor to make semi-annual LSLRC filings at approximately six-month intervals. In addition, to ensure that customers are surcharged the proper amount, the Company will reconcile any over- or under-collections on an annual basis as part of its surcharge filings.

TERMS OF PAYMENT
See Rate Schedules for applicable customer classes.

CONDITIONS
Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

RATE SCHEDULE O-3
SOCIETAL PROGRAMS

CHARACTER
Continuous, except as limited by the “Standard Terms and Conditions”.

RATE

SPECIAL PROGRAM CHARGE (SPC)

Applicable to all water and wastewater customer classes served by the Company in all service areas taking water service under Rate Schedules A-1 through A-18, A-22, and A-23 (GMS) and C, D, E, F, G, H, I, J, L-1 through L-13, L-16, L-17, M-1 through M-12, M-14, and wastewater service under Rate Schedules 1-A through 13-A, 16-A, 21-A, and 24-A (non-GMS).

In addition to all other charges for GMS and non-GMS water and wastewater service, an SPC charge will apply for three years beginning June 1, 2024, to recover incremental costs incurred during the COVID-19 pandemic.

The SPC will be assessed as follows commencing February 1, 2026, subject to annual reconciliation:

GMS Rate Per 1,000 Gallons	Non-GMS Fixed Charge Per Month
$0.0636	$1.22

PFAS LITIGATION UNIVERSAL SURCREDIT (PLUS)

Applicable to general metered residential, commercial, industrial, municipal water service and Sale for Resale customers throughout the entire service territory, excluding fire service customers.

In addition to all other charges for water service, a PLUS credit will appear on customers’ bills after the Company’s receipt of proceeds from settlement of the Company’s PFAS multi-district litigation (“MDL”) consistent with the Board’s order at Docket No. WR25110606 based on the following calculation using the total active water customer count, excluding fire service customers:

PLUS = MDL proceed dollars/Total Water Customer Count

TERMS OF PAYMENT

See Rate Schedules for applicable customer classes.

CONDITIONS
Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

RATE SCHEDULE O-5

RESILIENCY AND ENVIRONMENTAL SYSTEM INVESTMENT CHARGE

Applicable to all water and wastewater customer classes served by the Company in all service areas.

CHARACTER

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

RESILIENCY AND ENVIRONMENTAL SYSTEM INVESTMENT CHARGE (RESIC)

In addition to all other charges for general metered water service, sales for resale, and wastewater service throughout the entire territory served, the following charges will be assessed for each service on a fixed, per meter or meter equivalent basis for each monthly bill.

RATE

This charge is in addition to Rate Schedules A-1 through A-18, A-22, and A-23 as noted on those rate schedules, Rate Schedules C, D, E, F, G, H, I and J, and Rate Schedules 1-A through 19-A, 21-A, and 24-A as noted on those rate schedules.

Size of Meter	Non-Exempt Per Month	Exempt Per Month
5/8"	$0.00	$0.00
3/4"	0.00	0.00
1"	0.00	0.00
1 1/2"	0.00	0.00
2"	0.00	0.00
3"	0.00	0.00
4"	0.00	0.00
6"	0.00	0.00
8"	0.00	0.00
10"	0.00	0.00
12"	0.00	0.00
16"	0.00	0.00

FILING

The RESIC is authorized pursuant to N.J.S.A. 48:19-29 et seq., and the procedures for filing, reviewing, approving and implementing the RESIC are set forth therein. The RESIC is based on the Company's Foundational Filing, which was reviewed and approved by the Board of Public Utilities. The approval process included public notice and public hearings. The notice included proposed surcharge amounts, which were estimated based on projected construction schedules, costs and other factors. Pursuant to the approved Foundational Filing, the Company shall endeavor to make semi-annual RESIC filings at approximately six-month intervals. The RESIC is subject to a maximum amount and other limitations in N.J.S.A. 48:19-29 et seq.

TERMS OF PAYMENT

See Rate Schedules for applicable customer classes.

CONDITIONS

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

SPECIAL PROVISION

*Non-Exempt consumption charges reflect a water tax of $.01 per 1,000 gallons of water consumed pursuant to N.J.S.A. 58:12A-21(a). Exempt consumption charges reflect a water tax of $.01 multiplied by 0.868522 per 1,000 gallons. This water tax is not applicable for sales for resale service. Exempt rates are charged for service rendered to those customers entitled to statutory relief pursuant to N.J.S.A. 54:30A-50, et seq.

PART II – DETAILED SUPPORTING INFORMATION

NEW JERSEY WATER SUPPLY AUTHORITY
RARITAN BASIN SYSTEM

Table 1 - Summary Of Proposed Fiscal Year 2025 Adjustments Based On Present Usage

The rates, charges and debt service assessments listed below shall be paid for raw water diverted, withdrawn or allocated from the Raritan Basin System:

RATE COMPONENT	CURRENT	ORIGINAL PROPOSAL 11/06/23	DIFFERENCE	PERCENTAGE INCREASE (DECREASE)
O & M Assessment	$203.00	$203.00	$0.00	0.0%
Debt Service Assessment Dredging/ RV Structure Refurbishment/Spruce Run	$109.00	$109.00	$0.00	0.0%
Capital Fund Component	$33.00	$33.00	$0.00	0.0%
Source Water Protection Component	$20.00	$20.00	$0.00	0.0%
Total Rate	$365.00/mg	$365.00/mg	$0.00/mg	0.0%

NEW JERSEY WATER SUPPLY AUTHORITY
RARITAN BASIN SYSTEM

Table 2 - Rate History of Water Charges per Million Gallons of Raw Water Daily
Fiscal Year 2008 – Fiscal Year 2025

Effective Date	O&M Charge	1981 Bond Charge 7/1/86-10/30/06	1998 Bond Charge 8/1/98-11/1/13	NJEIFP/NJIB Debt Component	Capital Fund Component	Source Water Protection Component	Total Charge per MG	Percent Increase -Decrease
July 1, 2007	138.71		41.29		33.00	15.00	228.00	0.00%
July 1, 2008	142.34		40.66		33.00	15.00	231.00	1.32%
July 1, 2009	142.39		40.61		33.00	15.00	231.00	0.00%
July 1, 2010	142.55		40.45		33.00	15.00	231.00	0.00%
July 1, 2011	145.66		40.34		30.00	15.00	231.00	0.00%
July 1, 2012	145.84		40.16		30.00	15.00	231.00	0.00%
July 1, 2013	152.00			25.00	30.00	24.00	231.00	0.00%
July 1, 2014	167.00			25.00	30.00	24.00	246.00	6.49%
July 1, 2015	171.00			25.00	33.00	24.00	253.00	2.85%
July 1, 2016	171.00			25.00	33.00	24.00	253.00	0.00%
July 1, 2017	194.00			85.00	33.00	24.00	336.00	32.81%
July 1, 2018	194.00			85.00	33.00	24.00	336.00	0.00%
July 1, 2019	194.00			85.00	33.00	24.00	336.00	0.00%
July 1, 2020	194.00			85.00	33.00	24.00	336.00	0.00%
July 1, 2021	194.00			85.00	33.00	24.00	336.00	0.00%
July 1, 2022	194.00			85.00	33.00	24.00	336.00	0.00%
July 1, 2023	203.00			109.00	33.00	20.00	365.00	8.63%
July 1, 2024	184.00			109.00	33.00	20.00	365.00	0.00%

NEW JERSEY WATER SUPPLY AUTHORITY

P.O. BOX 5196 • CLINTON, N.J. 08809 • (908) 638-6121 • (908) 638-5241 (FAX)

NEW JERSEY WATER SUPPLY AUTHORITY

Notice of Rate Proposal – Raritan Basin System

Take notice pursuant to the provisions of Chapter 293 of the Laws of 1981 (N.J.S.A. 58:1B-1 et. seq.) the New Jersey Water Supply Authority has proposed no revisions to its Schedule of Rates, Charges and Debt Service Assessments for the Sale of Water from the Raritan Basin System to cover the Authority's Operational and Debt Service expenses for the Authority's fiscal year which commences on July 1, 2025.

The proposed rates will constitute no change in FY2026 to the existing regulations found at N.J.A.C. 7:11-2.1 et seq. as follows: no change in the sales base of 182.339 million gallons per day; no change to the Operations and Maintenance Rate Component of $203.00 per million gallons; no change to the Debt Service Rate Component for the New Jersey Environmental Infrastructure Financing Program of $109.00 per million gallons; no change in the Source Water Protection Fund Component of $20.00 per million gallons; and no change in the Capital Fund Component of $33.00 per million gallons.

The proposal is scheduled to be published in the New Jersey Register dated January 21, 2025. A final version of the Basis and Background (B&B) document containing the full text of the proposed revisions to the Rate Schedule, together with supporting information is available from the New Jersey Water Supply Authority's website at http://www.njwsa.org or individual requests for the full text of the proposed rate adjustments should be sent to the New Jersey Water Supply Authority.

The Authority will conduct a Pre-public Hearing meeting with its contractual water users and any interested parties by means of Microsoft Teams online platform and teleconference service at 10:00 a.m. on Friday, January 10, 2025 to present and explain the rate adjustment proposal, answer questions, and provide any additional data requested in accordance with the rate making procedure specified in N.J.A.C. 7:11-2.14.

Notice is hereby given that the Authority will hold a Public Hearing by means of Microsoft Teams online platform and teleconference service on Friday, February 7, 2025 at 10:00 a.m.

to provide the opportunity for public comments and statements on the proposed revisions. Interested persons may present statements orally or in writing relevant to the proposed action.

Details for joining either meeting will be available on the Authority's website at http://www.njwsa.org, by request to rgreg@njwsa.org, or by calling 908-638-6121 ext. 245.

Written comments may be submitted until March 17, 2025 at which time the public record will be closed.

All comments should be addressed to:

Executive Director
New Jersey Water Supply Authority
1851 Highway 31
Post Office Box 5196
Clinton, New Jersey 08809
info@njwsa.org

EXHIBIT C-1

WATER SERVICE AGREEMENT

BETWEEN

MIDDLESEX WATER COMPANY

AND

ELIZABETHTOWN WATER COMPANY

THIS AGREEMENT made this 28th day of February, 2006,

BETWEEN

ELIZABETHTOWN WATER COMPANY, a public utility and corporation organized under the laws of the State of New Jersey, with its principal office 131 Woodcrest Road, Cherry Hill, County of Camden, State of New Jersey,

hereinafter referred to as "ELIZABETHTOWN,"

AND

MIDDLESEX WATER COMPANY, a public utility and corporation organized under the laws of the State of New Jersey, with its office 1500 Ronson Road, Iselin, Woodbridge Township, County of Middlesex, State of New Jersey,

hereinafter referred to as "MIDDLESEX,"

WHEREAS, MIDDLESEX desires to obtain an additional supply of potable water for its use and for that of its customers; and

WHEREAS, ELIZABETHTOWN has a Rate Schedule No. 8, "Service to Other Systems Under Contract," filed under authority of the New Jersey Board of Public Utilities, and MIDDLESEX desires to obtain a supply of water under that rate schedule and subject to its provisions, as may be amended and supplemented under approval of the New Jersey Board of Public Utilities; and

WHEREAS, ELIZABETHTOWN and MIDDLESEX presently have an Agreement for water supply dated April 28, 1995 as extended by agreement dated December 21, 2005, and the parties desire to have this Agreement supersede the said extended Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, it is agreed by the parties hereto as follows:

1. Effective upon the execution of this Agreement, ELIZABETHTOWN agrees to sell, deliver and transport to MIDDLESEX 3,000,000 gallons of potable water per day and MIDDLESEX agrees to accept and pay for a minimum daily quantity of water in the amount of 3,000,000 gallons per day (MGD) from the water sources and supplies of ELIZABETHTOWN at the rate set forth in Rate Schedule No. 8, "Service to Other Systems Under Contract," and subject to its provisions as they may be amended and supplemented under approval of the New Jersey Board of Public Utilities.

If available in ELIZABETHTOWN's reasonable determination, ELIZABETHTOWN will allow MIDDLESEX to take, on an as needed basis, as much water as ELIZABETHTOWN is capable of providing without affecting the minimum daily quantity requirement.

2. The initial obligation of both parties to perform in accordance with the terms and conditions of this contract shall begin upon the date of signing this contract and expire five (5) years from said date, provided that this agreement shall renew for additional five (5) year periods unless either party gives notice to the other no later than one (1) year before the end of the then current term.

3. All water supplied to MIDDLESEX by ELIZABETHTOWN shall be metered by meters owned and maintained by ELIZABETHTOWN, at the existing meter station commonly known as Tingley Lane, and such other locations as may be agreed upon by the parties.

4. Where the words "daily" is used in this Agreement, it shall refer to the 24-hour period between daily meter readings. Meter readings shall be taken daily when feasible, and if not, the meter readings shall be averaged over a weekly or monthly period to arrive at an average daily quantity of water delivered.

5. In the event that the total daily quantity of water delivered by ELIZABETHTOWN exceeds 3,000,000 gallons per day, such excess quantity of water shall be paid for at the rate set forth in Rate Schedule No. 8, "Service to Other Systems Under Contract."

6. The parties hereby agree that the agreed upon minimum daily quantity of water shall not be decreased during the term of this Agreement.

7. All water supplied and delivered to MIDDLESEX pursuant to this Agreement will comply with all primary Federal and State Safe Drinking Water Act requirements. ELIZABETHTOWN will provide notice to MIDDLESEX of any violation in the water supplied to MIDDLESEX of the Maximum Contamination Levels, as required in the Federal and State Safe Drinking Water Acts. ELIZABETHTOWN will provide to MIDDLESEX a copy of New Jersey Department of Environmental Protection Safe Drinking Water Act Water Quality Reports for the ELIZABETHTOWN supply.

8. ELIZABETHTOWN agrees to provide a continuous, regular and uninterrupted transmission of water, subject to the terms of this Agreement, and subject further to interruptions by reasons of an Act of God, strike, State or Municipal interference or other causes beyond its control. In such event, ELIZABETHTOWN shall not be liable to MIDDLESEX for damages by reason of interruptions in supply of water to MIDDLESEX or its customers as a result of such interruptions unless the same arises out of any gross negligence, breach of warranty or other breach of duty by ELIZABETHTOWN.

ELIZABETHTOWN agrees to excuse payment obligations of MIDDLESEX if, by reason of an Act of God, strike, State or Municipal interference or other causes outside either party's control, there is a disruption of water being transmitted to MIDDLESEX by ELIZABETHTOWN.

9. MIDDLESEX shall completely indemnify, protect and save harmless ELIZABETHTOWN from any and all costs, expenses, including legal fees, liabilities, losses, claims, suits and proceedings of whatsoever nature arising out of any negligence, breach of warranty or other breach of duty by MIDDLESEX in relation to the obligations contained herein.

10. ELIZABETHTOWN shall completely indemnify, protect and save harmless

MIDDLESEX from any and all costs, expenses, including legal fees, liabilities, losses, claims, suits and proceedings of whatsoever nature arising out of any negligence, breach of warranty or other breach of duty by ELIZABETHTOWN in relation to the obligations contained herein.

11. ELIZABETHTOWN and MIDDLESEX hereby release the other from all claims, liability and performance under the aforesaid contract dated April 28, 1995 as extended by agreement on December 21, 2005, unless such claims or liability shall have accrued by the effective date of this Agreement.

12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

13. This Agreement shall be filed with the Board of Public Utilities of the State of New Jersey and approved by the Department of Environmental Protection of the State of New Jersey, as required.

IN WITNESS WHEREOF, the ELIZABETHTOWN WATER COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be affixed hereto and attested by its Secretary, and the MIDDLESEX WATER COMPANY, in the County of Middlesex, has caused these presents to be signed by its President and its corporate seal to be affixed hereto and attested by its Secretary, the day and year first written above.

(SEAL)

ELIZABETHTOWN WATER COMPANY

ATTEST:

By: _____
Wayne Morgan
Vice President- Service Delivery

_____
Secretary Jordan S. Mersky
Assistant Secretary

(SEAL)

MIDDLESEX WATER COMPANY

ATTEST:

By: _____
Name Dennis W. Doll
Title President

_____
Secretary

EXHIBIT C-1

ELIZABETHTOWN WATER COMPANY
B. P. U. No. 7 - WATER

Twelfth Revised Sheet No. 57
Superseding Eleventh Revised Sheet No. 57

RATE SCHEDULE NO. 8
SERVICE TO OTHER SYSTEMS UNDER CONTRACT

APPLICABILITY

Applicable to municipal water systems and to water utilities using 500,000 or more gallons per day as defined in N.J.S.A. 48:2-13, by contract, at the option of the Elizabethtown Water Company

CHARACTER OF SERVICE

Continuous throughout the year except as limited by written agreement.

RATES

Consumption	Rate per Million Gallons	
	Non-Exempt	Exempt*
All water usage	$1,814.80	$1,570.39

Billing shall include the consumption charge and PWAC (as shown on Sheet No. 57A) charge for each billing period.

TERMS OF PAYMENT

At least 15 days time for payment of a valid bill shall be allowed after sending a bill. The Company may discontinue service for non-payment of a valid bill provided it gives the customers at least 10 days written notice. The notice cannot be issued until after the expiration of the said 15-day period.

TERMS

Subject to written agreement.

CONDITIONS

Subject to "Standard Terms and Conditions."

*Applicable to exempt utilities pursuant to N.J.S.A. 54:30A-17 (b) and 50 (c).

Date of Issue: February 19, 2004

Effective for service rendered on and after July 1, 2004

Issued by: Andrew M. Chapman, President
989 Lenox Drive Suite 224
Lawrenceville, NJ 08648

Filed pursuant to Order of the Board of Public Utilities in Docket No. WR03070510

EXHIBIT C-1

ELIZABETHTOWN WATER COMPANY
B. P. U. No. 7 - WATER

Third Revised Sheet No. 57A
Superseding Second Revised Sheet No. 57A

(Superseded by Original Sheet No 58, Rate Schedule 9)

Date of Issue: October 5, 2004

Effective for service rendered
on and after October 5, 2004

Issued by: Andrew M. Chapman, President
989 Lenox Drive Suite 224
Lawrenceville, NJ 08648

Filed pursuant to Order of the Board of Public Utilities in Docket No. WR04070683.

EXHIBIT C-1

ELIZABETHTOWN WATER COMPANY
B. P. U. No. 7 - WATER

Original Sheet No. 56

RATE SCHEDULE NO. 9
PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGE

APPLICABILITY

Applicable to all Metered Water Customer classes in the entire territory served for Water Service including General Metered Service, Optional Industrial Wholesale and Service To Other Systems Under Contract.

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGE:

In addition to all other charges for metered service, the following charges per one hundred gallons, per one thousand gallons, per 10 cubic feet and per 100 cubic feet for all sales will be made to recover increases in the purchased water costs not included in the Consumption or any other Charge:

	Gallons Per Month	Gallons Per Quarter	Rate Per 1,000 Gallons
Non-Exempt	All	All	$0.0086
Exempt	All	All	$0.0075
	Cubic Feet Per Month	**Cubic Feet Per Quarter**	**Rate Per 100 Cubic Feet**
Non-Exempt	All	All	$0.0064
Exempt	All	All	$0.0056

Note: One cubic foot is equivalent to approximately 7.48 gallons.

TERMS OF PAYMENT

See Rate Schedules for Applicable Customer Classes

Date of Issue: October 5, 2004

Effective for service rendered on and after October 5, 2004

Issued by: Andrew M. Chapman, President
989 Lenox Drive Suite 224
Lawrenceville, NJ 08648

Filed pursuant to Order of the Board of Public Utilities in Docket No. WR04070683.

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WATER PURCHASE CONTRACT RBS-2B

THIS WATER PURCHASE CONTRACT (Contract) dated _____ is made by and between the New Jersey Water Supply Authority (the "Authority"), an instrumentality of the State of New Jersey created pursuant to the provisions of the New Jersey Water Supply Authority Act, P.L. 1981, C. 293, as amended, N.J.S.A. 58:1B-1 et seq. and Middlesex Water Company ("Purchaser").

BACKGROUND

The parties hereto are entering into this Contract to provide for the sale to and purchase of water by the Purchaser consistent with the Purchaser's projected needs.

WHEREAS, the Raritan River Basin located in Central New Jersey in Hunterdon, Mercer, Middlesex, Monmouth, Morris, Somerset and Union Counties, has an area of approximately 1,100 square miles, and consists of a collection of numerous watersheds; and

WHEREAS, pursuant to the State's long-range water conservation and development program authorized by the 1958 Water Supply Law, N.J.S.A. 58:22-1 et seq., the Spruce Run and Round Valley Reservoirs System was constructed to, among other things, augment stream flows in the Raritan Basin during periods of low natural runoff, deliver 176 million gallons of water per day (MGD) for consumptive use at Bound Brook based on the drought of record, and maintain a minimum passing flow of 90 MGD at Bound Brook; and

WHEREAS, the Delaware and Raritan Canal serves as a supply of potable water, delivering 65 MGD for consumptive use at Port Mercer based on the drought of record; and

WHEREAS, together the Raritan River Basin and the Delaware and Raritan Canal comprise the Raritan Basin System (System) for a combined safe yield of 241 MGD; and

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WHEREAS, the Authority is responsible for ensuring that consumptive and depletive uses of water from the System comply with System safe or dependable yield; and

WHEREAS, withdrawals of water from the System shall only be in accordance with the terms of formal agreements between the Authority and System water purchasers; and

WHEREAS, depletive and consumptive uses of water throughout the System reduce the water supply available for consumptive use at Bound Brook; and

WHEREAS, the Authority and Purchaser previously entered into Contract RBS-2A; and

WHEREAS, Contract RBS-2A will expire on November 30, 2023; and

WHEREAS, Purchaser has applied to the Authority for renewal of Contract RBS-2A for its existing supply provided from intake facilities on the Delaware and Raritan Canal within the Raritan Basin identifying requirements for an uninterruptable daily average of 27 MGD and peaking needs of up to 47 MGD.

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

SECTION 1. Definitions.

Unless the context clearly establishes otherwise, the following terms, when used in this Contract or in the Background hereto, shall have the following meanings:

"Annual Budget" means the annual budget of the Authority relating to the System (which shall include all costs, obligations and expenses properly allocable to the System in accordance with generally accepted accounting principles and cost allocation principles), as amended or supplemented, adopted or in effect for a particular Fiscal Year.

"Annual Overdraft Rate" means the rate for a System water user's average daily diversion for any calendar year in excess of the System water user's daily uninterruptible service, determined

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and established from time to time by the Authority in accordance with the Rate Schedule, currently set forth in N.J.A.C. 7:11-2.18: rate * one-hundred and fifteen percent of the average million gallons diverted each day during the calendar year or fraction thereof.

"Annual Payment" means the aggregate amount projected by the Authority to be payable to the Authority by the Purchaser for Uninterruptible Service during each Annual Payment Period, which Annual Payment shall be determined by (a) multiplying the applicable rates and charges for Uninterruptible Service set forth in the Rate Schedule in effect during the relevant Annual Payment Period by the number of MG of water contracted for by the Purchaser for Uninterruptible Service on an annual basis as set forth in this Contract, subject to adjustment to reflect any special allocations, charges, credits or adjustments provided for pursuant to the provisions of this Contract or any Rate Schedule, which may include but not be limited to: (i) adjustments based upon the water being derived from the System within the Delaware River Basin; (ii) debt service allocated specifically to those customers of the Authority who benefit from the debt to which such debt service relates; and (iii) for withdrawals within the Raritan Basin, an evaluation of the equivalent sustained supply and the application of an appropriate production factor, all as contemplated by and/or set forth in the Rate Schedule and (b) adding thereto any charges for access to the System and any other charges imposed on the Purchaser by this Contract.

"Annual Payment Period" means the calendar year, commencing January 1, during which Uninterruptible Service is to be provided to the Purchaser hereunder.

"Annual Requirements" means the aggregate amount required during each Annual Payment Period to pay, or make provision for, all (i) Operation and Maintenance Expenses; (ii) Debt Service; and (iii) other requirements of the System required to be paid as is set forth in the Resolution, or in any Rate Schedule, or in any documents relating to Other Indebtedness, including

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but not limited to amounts required to meet the rate covenant set forth in Section 713 of the Resolution; provided, however, that the amount to be included for Debt Service in each Annual Payment Period shall be that amount accruing in the Bond Year or Bond Years, or corresponding portion thereof, commencing during the Fiscal Year within which such Annual Payment Period or portion thereof falls.

"Authority" means the New Jersey Water Supply Authority established pursuant to the Authority Act.

"Authority Act" means the "New Jersey Water Supply Authority Act", P.L. 1981, c.293, as amended (N.J.S.A. 58:1B-1 et seq.).

"Authorized Officer" means the Chairman, Vice Chairman, Treasurer, Secretary or Executive Director of the Authority or any person or persons designated by the Authority to act on behalf of the Authority.

"Bonds" means all bonds, notes, or other evidences of indebtedness issued by the Authority and outstanding under the Resolution and each Supplemental Resolution to finance or refinance any cost, expense or liability paid or incurred or to be paid or incurred by the Authority in connection with the financing, planning, designing, constructing, acquiring, operating or maintaining of any part of the System.

"Bond Year" means, with respect to any Bonds, the twelve-month period (and such shorter initial period, if any) established with respect to the issuance of such Bonds in a Supplemental Resolution, and with respect to Other Indebtedness, the twelve-month period (and such shorter initial period, if any) established with respect to the issuance of such Other Indebtedness in the documents relating to the issuance of such Other Indebtedness.

"Contract" means this Water Purchase Contract.

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"Credit Facility" means a policy of municipal bond insurance, a letter of credit, a surety bond, a loan agreement, a standby bond purchase agreement or other type of credit agreement, facility, insurance or guaranty arrangement pursuant to which funds can be obtained to pay the principal or redemption price of Bonds or Other Indebtedness and interest thereon.

"Debt Service" for any period means, as of any date of calculation, with respect to (A) Outstanding Bonds, an amount equal to the sum of (i) the interest accruing during such period on such Bonds, and (ii) that portion of the principal of such Bonds accruing during such period, all as is set forth in the Resolution and (B) Other Indebtedness, an amount equal to (i) the interest accruing during such period on such Other Indebtedness and (ii) that portion of the principal accruing on such Other Indebtedness during such period, all as is set forth in the documents relating to the issuance of such Other Indebtedness.

"Department" means the New Jersey Department of Environmental Protection.

"Division" means the Division of Water Resources in the Department.

"Event of Default" means a default by the Purchaser of the provisions of this Contract as a result of the occurrence of any of the events set forth in Section 10 hereof.

"Existing Contracts" means the existing water use contracts for the System between the Authority and System Water Purchasers covering the provisions of water from the System.

"Fiscal Year" means the twelve-month period commencing on July 1 of each year and continuing through the following June 30.

"Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances; orders of the Government of the United States or the State or any agency or instrumentality thereof or of any civil or military authority; acts of terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts and explosions;

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breakage or accidents to machinery, pipelines, dams or canals, other than as a result of the negligence of the party claiming inability to comply with its obligations; partial or entire failure of water supply, other than as a result of the negligence of the party claiming inability to comply with its obligations; arrests, civil disturbances; acts of any public enemy; and any other events not reasonably within the control of and not as a result of the negligence of the party claiming inability to comply with its obligations.

"GPM" means gallons of water per minute.

"General Fund" means the fund denominated as such and created pursuant to the Resolution.

"Interconnection System" means a water supply connection with another water supply system or systems.

"Liquidity Facility" means an irrevocable letter of credit or other irrevocable Credit Facility issued by a financial institution or insurance company, which letter of credit or Credit Facility is payable on demand in the event the terms under which such letter of credit or Credit Facility was issued require payment thereunder.

"Major Rehabilitation Fund" means the fund denominated as such and created pursuant to the Resolution.

"MG" means million gallons of water.

"MGD" means million gallons of water per day.

"Monthly Overdraft Rate" means the rate for overdraft service determined and established from time to time by the Authority in accordance with the Rate Schedule, currently set forth in N.J.A.C. 7:11-2.17: rate* one-hundred and twenty percent of the average million gallons diverted each day during the calendar month or fraction thereof.

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"Monthly Water Payments" means either (i) the amount obtained by dividing the amount of the Annual Payment for any Fiscal Year by twelve or (ii) such other or different required monthly payments for which the Authority gives notice to the Purchaser pursuant to Sections 4B, or 4E hereof.

"Operation and Maintenance Expenses" for any period means the amount (as set forth in the Annual Budget of the Authority, as from time to time amended) of all current costs, obligations and expenses of, or arising in connection with, the (i) operation, maintenance and administration of the System, and minor additions or improvements thereof or thereto, or (ii) performance of any Water Purchase Contract, including, but not limited to, the items set forth hereinbelow and items set forth in the Resolution as Operation and Maintenance Expenses, in each case, to the extent properly allocable to the System and, as applicable, determined on the cash basis of accounting and/or in accordance with generally accepted accounting and cost allocation principles, (iii) all repairs and ordinary replacements and reconstruction of the System; all wages, salaries and other personnel costs, including costs of pension, retirement, health and other employee benefit programs; all fuel, utilities, supplies and equipment; and all supervisory, engineering, accounting, auditing, legal and financial advisory services; (iv) all taxes and payments in lieu of taxes; (v) all costs of insurance for the System, including any forms of self-insurance (or self-insurance reserves) maintained by the Authority, and payment of all claims not covered by the Authority's insurance; (vi) all fees and expenses incurred in connection with any Credit Facility, Liquidity Facility, Reserve Account Credit Facility, the issuance of any Bonds or the issuance of any Other Indebtedness, and all fees and expenses of counsel, fiduciaries and others in connection with any such Credit Facility, Liquidity Facility, Reserve Account Credit Facility, Bonds or Other Indebtedness; provided, however, that none of the foregoing shall be considered as Operation and

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Maintenance Expenses to the extent required to be capitalized under the Supplemental Resolution authorizing such Bonds or the documents authorizing such Other Indebtedness or paid out of the proceeds of such Bonds or Other Indebtedness; (vii) all amounts required, pursuant to applicable law, to be deposited into the Rebate Fund; (viii) all amounts required to be deposited, in accordance with the Resolution, into any reserve fund established for Operation and Maintenance Expenses; and (ix) allowance for depreciation with respect to equipment and property having a depreciable life of greater than three (3) years but less than ten (10) years; and (x) any other costs, expenses or obligations required to be paid by the Authority under the provisions of any Water Purchase Contract, contract relating to the System, any agreement or instrument relating to the Bonds or Other Indebtedness or by law.

"Other Indebtedness" means all bonds, other than the Bonds or other obligations issued pursuant to the Resolution, notes or other evidences of indebtedness issued by the Authority, and Outstanding, including financing agreements and arrangements with the State, to finance or refinance any cost, expense or liability paid or incurred or to be paid or incurred by the Authority in connection with the financing, planning, designing, constructing, acquiring, operating or maintaining of any part of the System; provided, however, that Other Indebtedness shall not include obligations for supplies and services which are to be paid by the Authority out of current revenues, or obligations under leases which are not required to be capitalized under generally accepted accounting principles.

"Outstanding" means (A) with reference to Bonds, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Resolution or any Supplemental Resolution except to the extent that any particular Bonds are not deemed to be outstanding pursuant to the provisions of the Resolution and (B) with respect to Other Indebtedness, such Other Indebtedness

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theretofore or thereupon being authenticated and delivered pursuant to any documents relating to the issuance thereof except to the extent that any particular Other Indebtedness is not deemed to be outstanding as specifically provided therein.

"Overdraft Service" means (i) the supply of water from the System to the extent and from time to time available in excess of aggregate Uninterruptible Service, for certain, interim, interruptible, non-guaranteed uses which a System Water Purchaser is authorized to withdraw pursuant to a Contract or (ii) such other definition as is set forth in the Rate Schedule.

"Overdraft Service Rate" means the rate for overdraft service determined and established from time to time by the Authority in accordance with the Rate Schedule, currently set forth in N.J.A.C. 7:11-2.17: rate * one-hundred and twenty percent of the average million gallons diverted each day during the calendar month or fraction thereof.

"Peaking Factor" means (i) the percentage equivalent of that volume of Overdraft Service available from the System for a given period in excess of Uninterruptible Service, which a customer may divert without charge or (ii) such other definition as is set forth in the Rate Schedule.

"Point of Delivery" or "Point of Diversion" means the location where the System, including surface and ground water supplies, interconnects with the Purchaser's Interconnection System.

"Production Factor" means the inverse ratio between any upstream allocation for a consumptive or depletive water diversion and its equivalent in sustained supply at the confluence at the Millstone and Raritan Rivers as follows: Production factor = Safe yield at the confluence / yield at the point of diversion (see N.J.A.C. 7:11-2.8).

"Projected Annual Requirements" means the aggregate amount projected by the Authority in its Annual Budget, as from time to time amended, to be required during each Annual Payment Period to pay all Annual Requirements.

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"Prudent Water Supply Practices" means, as of any particular time, any practices, methods and acts engaged in or approved by a significant portion of the water supply industry operating in areas having comparable characteristics to those of the System, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good practices, reliability, safety and expedition. Prudent Water Supply Practices are not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather are intended to be a spectrum of possible practices, methods or acts expected to accomplish the desired results.

"Purchaser" means the party to this Contract, which is purchasing water from the Authority.

"Purchaser's Interconnection System" means the buildings, structures, piping, valves, meters and other control apparatus and equipment, installed or to be installed by or on behalf of, and owned and/or used by, the Purchaser (i) to connect Purchaser's system with the System at the Point of Delivery and to withdraw, measure, control and monitor the flow and quality of the water that the Purchaser withdraws from the System, and (ii) to transport such water to the Purchaser's system.

"Rates" means the charges from time to time determined and established by the Authority in accordance with the Rate Schedule.

"Rate Schedule" means the "Schedule of Rates, Charges and Debt Service Assessments for the Sale of Water from the Raritan Basin System" promulgated from time to time by the Authority and set forth in the New Jersey Administrative Code 7:11-2, all in accordance with applicable laws and regulations, as the same may from time to time be amended, and in accordance with the provisions of the System Rules and Regulations, which Rate Schedule establishes the rates,

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charges and debt service assessments by the Authority for water derived from the System in accordance with the following:

(a) Uninterruptible Service. The Rates per MG set forth in such Rate Schedule for Uninterruptible Service shall be established for each Annual Payment Period on the basis of: (i) the Projected Annual Requirements for such Fiscal Year; (ii) multiplied by the production factor for the diversion; (iii) divided by the lesser of: (a) the annualized amount of MGD of water from the System during such Fiscal Year which the Authority determines is available for Uninterruptible Service and for Standby Service or (b) the annualized amount of MGD of water from the System which is required to be provided by the Authority by the terms of all Water Supply Contracts for Uninterruptible Service and for Standby Service in effect during such Fiscal Year, in each case, times 365 (366 during a leap year); provided, however, that the Authority may exclude for any period, for purposes of computation hereunder, the Uninterruptible Service and Standby Service under any Water Purchase Contract where an Event of Default has occurred and is continuing.

(b) Overdraft Service. The Rate(s) per MG for average daily diversions in excess of the Peaking Factor during a calendar month and year shall be the amounts set forth in the Rate Schedule.

(c) Short-term Service. The Rates for Short-term Service established for each Annual Payment Period shall be the amounts set forth in the Rate Schedule.

(d) Standby Service. The Rates set forth in such Rate Schedule for Standby Service shall be established for each Annual Payment Period on the basis of (i) a standby charge for each month during which Standby Service is available, equal to the capacity, in MGD, of the Purchaser's withdrawal facilities to be served by such Standby Service plus (ii) a charge (against which the standby charge for such month shall be credited), for water actually consumed in any month, at

the rate per MG established by the Rate Schedule for Uninterruptible Service.

(e) Special User Service. The Rates for Special User Service established for each Annual Payment Period shall be the amounts set forth in the Rate Schedule.

"Rebate Fund" means the fund denominated as such and created pursuant to the Resolution.

"Reserve Account Credit Facility" means a surety bond, insurance policy, letter of credit, line of credit or other Credit Facility satisfying the requirements set forth in Section 518 of the Resolution.

"Resolution" means the resolution adopted by the Authority authorizing the issuance of Bonds, and all Supplemental Resolutions.

"Revenue Fund" means the fund denominated as such and created pursuant to the Resolution.

"Safe or Dependable Yield" means that amount of water, from time to time determined by the Authority in accordance with applicable laws or regulations and presently estimated to be 241 MGD, which the System is capable of supplying continuously throughout a repetition of the most severe drought of record.

"Short-term Service" means (i) the supply of water from the System, to the extent from time to time available, in excess of aggregate Uninterruptible Service, for certain interim, interruptible, non-guaranteed or short-term uses, such as growing agricultural or horticultural products or meeting extraordinary requirements in consumer demand for potable or industrial water, which a System Water Purchaser is authorized to withdraw pursuant to a Contract or (ii) such other definition as is set forth in the Rate Schedule.

"Special User Service" means the supply of water from the Raritan River Basin, which a System Water Purchaser is authorized to continuously withdraw, without interruption, to be

returned by the Purchaser to the stream channel of the System at a point reasonably considered by the Authority to be at or in the near vicinity of the point of withdrawal, substantially undiminished in quantity and not substantially degraded in quality, all as is determined by the Authority.

"Standby Service" means the supply of water from the System for certain occasional uses, such as fire protection or other emergencies, natural or otherwise, which a System Water Purchaser is authorized to withdraw pursuant to a Contract.

"State" means the State of New Jersey.

"Supplemental Resolution" means any resolution enacted by the Authority supplemental to the Resolution in connection with the issuance of any particular Bonds, which Supplemental Resolution shall, inter alia, establish the specific terms applicable to such particular Bonds.

"System" means the water supply system operated by the Authority known as the Raritan Basin System, and any expansion thereof, the major components of which presently consist of the Delaware and Raritan Canal water supply transmission facility, the Spruce Run and Round Valley Reservoirs and an interconnecting pumping station located where the Raritan and Millstone Rivers meet adjacent to the Delaware and Raritan Canal, together with all component plants, structures and other real or personal property, and additions and improvements thereto, necessary or useful and convenient for the accumulation, supply or transmission of water including but not limited to: reservoir facilities, settling and sediment storage basins, dams, dikes, intake and reservoir pipelines, force mains, pump stations and intake structures.

"System Rules and Regulations" means the Rules for the Use of Water from the Raritan Basin System presently set forth in New Jersey Administrative Code, 7:11-3.1 to 3.28, and any amendments from time to time hereafter made thereto.

"System Water Purchaser" means any party to a Water Purchase Contract with the

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Authority.

"Uninterruptible Service" means the supply of water from the System which a System Water Purchaser is authorized continuously to withdraw, without interruption, for potable or industrial water supply purposes, pursuant to a Contract.

"Water Act" means the "Water Supply Management Act", P.L. 1981, c. 262, as amended (N.J.S.A. 58:1A-1 et seq.) and the rules promulgated thereunder.

"Water Purchase Contracts" or "Contracts" means the contracts, and all supplements thereto, providing for Uninterruptible, Short-term, Standby Service or Special User Service with respect to water from the System to one or more System Water Purchasers.

"Water Supply Plan Approval" means any approval by the Department of the purchase of water from the System, whether in the form of a water supply allocation permit, an interim approval of a water supply plan submitted as may be required by the Department for a water supply allocation permit, or otherwise.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, districts, agencies and bodies. Any capitalized term used herein and not otherwise defined shall have the meaning set forth in the Resolution.

SECTION 2. Water Service To Be Provided

A. The Authority shall supply and make available for delivery to the Purchaser, on and after the date hereof, and the Purchaser shall be entitled to utilize the following water service, subject to the other terms and conditions of this Contract and the System Rules and Regulations:

(i) Uninterruptible Service in the amount of 27 MGD, which is the average amount

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of Uninterruptible Service permitted to be withdrawn by the Purchaser. This Uninterruptible Service is subject to (a) any supplemental agreement between the parties; and (b) the limitations in Section 2B hereof. Purchaser's annual diversion shall not exceed 9,855 million gallons per year (MGY) (for non-leap years) or an average daily diversion of 27 MGD for public community supply purposes. The impact of this supply on System safe yield is 9,855 MGY and 27 MGD;

(ii) Overdraft Service of that number of MGD necessary to meet Purchaser's diversionary needs in excess of Uninterruptible Service. It is anticipated that the total diversion may be up to, but shall not exceed 47 MGD; and

(iii) The Purchaser may withdraw water with respect to Standby Service without prior notification to the Authority. Subsequent thereto, the Purchaser shall immediately notify the Authority of any such withdrawals. The Purchaser may withdraw water between the ranges of 27 MGD and 47 MGD, conditions allowing, without prior notification to the Authority; however, any increases more than 10 MGD above the previous day's average should be done concurrent with notification to the Authority when the reason for the increase is attributed to emergency conditions or non-emergency technical problems. Any anticipated diversion in excess of 47 MGD, as conditions may require, shall require the prior written consent of the Authority.

B. Purchaser shall not, without the prior written consent of the Authority, withdraw water for public water supply purposes, in the aggregate for all services provided hereunder, at rates greater than an average of 27 million gallons in any twenty-four (24) hour period, 822 million gallons per month, which per minute, daily and monthly amounts shall be appropriately adjusted to reflect fluctuations in water use; and an average of nine thousand, eight hundred and fifty-five (9,855) million gallons in any year for the term of this contract. The Purchaser shall immediately notify the Authority of any such withdrawals in excess of said

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amount.

C. If the Authority determines that rationing the water derived from the System is necessary by reason of drought conditions or an emergency, it shall allocate all available water first to providing Uninterruptible Service under all Water Purchase Contracts, without any preference or priority, except that the Authority, in its sole discretion, may exclude Water Purchase Contracts where an Event of Default has occurred and is continuing, at the Authority's election, unless the Authority, in accordance with applicable law or regulation, is otherwise directed or required to allocate water in a specific manner, (i) pro rata, in accordance with the volume of water available, to each System Water Purchaser of Uninterruptible Service provided in all Water Purchase Contracts then in effect; or (ii) pro rata in accordance with the volume of water actually provided each System Water Purchaser of Uninterruptible Service pursuant to Water Purchase Contracts during the last preceding Annual Payment Period in which rationing of water was not necessary; or (iii) upon such other basis as shall be, in the judgment of the Authority, appropriate to distribute fairly among all System Water Purchasers of Uninterruptible Service pursuant to Water Purchase Contracts, the burden of such rationing. In the event that rationing is to be imposed by reason of an emergency for more than a seven-day period, the Authority shall consult with and give appropriate effect to the recommendations, if any, of the Department.

D. If rationing is instituted, or if, other than as a result of an Event of Default, the Authority does not provide to the Purchaser the amount of water constituting Uninterruptible Service hereunder, or advises the Purchaser that it will be unable to do so other than as a result of an Event of Default, the Purchaser shall nevertheless at all times be required to pay for all water from the System constituting Uninterruptible Service available for delivery to the Purchaser.

E. If in the event of an emergency, the Purchaser is legally restricted from

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purchasing all of the water constituting Uninterruptible Service hereunder, the Purchaser shall only be required to pay for such water constituting Uninterruptible Service as it is legally permitted to purchase (and the Authority is able to supply) during the period of such emergency.

SECTION 3. System Water Quality.

A. The water to be supplied by the Authority hereunder shall be raw, untreated water which the Authority shall supply to all System Water Purchasers without distinction as to source or quality variations of the water supplied and subject to the hazards inherent in natural streams. THE AUTHORITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY OF ANY WATER SUPPLIED OR THE CONDITION OF THE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. However, the Authority, based upon water quality data supplied to it by any System Water Purchaser or other water quality data which may be obtained by the Authority, will exercise all appropriate administrative and legal rights under applicable law to compel the Department to assure that the stream water quality is in compliance with applicable stream standards.

B. (1) In the event of contaminant discharges, spills or runoff to the Authority's water supplies which constitute an emergency and require immediate action to maintain the supply of water from the System, the Authority will take immediate corrective action either: (i) through requesting the appropriate agency to take such action or,(ii) directly, by its own personnel and/or outside contractors, to contain and, if necessary to remove such contaminants from the water supply, in the Authority's sole discretion. In addition, to the extent it is legally able to do so and it determines that such action is in the best interests of the Authority, the Authority will seek to recover all costs and damages resulting from any such incidents from the parties responsible.

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(2) If the Authority and the Purchaser, at the request of the Purchaser, agree that the quality of the water derived from the System is not of sufficient quality to be treated by the Purchaser for the purposes for which such water is to be used or there is any trend towards degradation of such water as a result of contamination in the quality of water derived from the System, the Authority and such Purchaser shall jointly: (i) request the Department to take appropriate action to implement corrective measures or; (ii) take other administrative or operational measures.

SECTION 4. Payment for Water Services

A. General. Purchaser agrees to make all payments for uninterruptible water services available hereunder in the amounts, at the times and places and in the manner provided herein, in the Rate Schedule or in the System Rules and Regulations.

B. Uninterruptible Service. Purchaser agrees to pay the Authority a rate equal to one-hundred percent of the total rate set forth in the Schedule of Rates (See N.J.A.C. 7:11-2.1 (c)) for Uninterruptible Water Services set forth in Section 2 (A)(i) as illustrated in the following formula: 27 MG * # of days in the month * rate

C. Monthly Overdraft Rate. Purchaser agrees to pay the Authority a Monthly Overdraft Rate equal to one-hundred and twenty percent of the total rate set forth in said Rate Schedule for Uninterruptible Service (see Section 2(A)(i))) for its average daily diversions for any calendar month in excess of a Peaking Factor of ten-percent of Uninterruptible Service, as illustrated in the following formula:

[(actual monthly diversion/# of days in the month) – (27 MGD)*1.10)]*overdraft service rate*days in the month;

D. Annual Overdraft Rate. Purchaser agrees to pay the Authority an Annual

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Overdraft Rate equal to one-hundred and fifteen percent of the total rate set forth in said Rate Schedule for Uninterruptible Service (see Section 2(A)(i)(a)) for average daily diversion for any calendar year in excess of Purchaser's Uninterrupted Service as illustrated in the following formula:

[(Total annual diversion)/365) - 27 MGD]*annual overdraft rate*365

E. Water Payments. Purchaser agrees to make Monthly Water Payments for Uninterruptible Water Services provided in Section 4, no later than thirty (30) days from the date of each billing by the Authority to the Purchaser. Except as hereinafter provided, payments for Uninterruptible Service shall be based on the number of days in each month, whether or not the Purchaser actually withdraws the full amount of water available to it as Uninterruptible Service; provided, however, that the Purchaser shall not be required to make payment for water that the Authority does not make available to the Purchaser except where such non-provision of water is as a result of an Event of Default. The Authority shall notify the purchaser not later than thirty days prior to the beginning of each Annual Payment Period of the amount of the Purchaser's Annual Payment for Uninterruptible Service and the amounts of the Monthly Water Payments.

F. Standby Service. Purchaser agrees to pay not later than thirty (30) days from the date of each billing by the Authority to the Purchaser, the standby charge for such month established by the Authority from time to time for Standby Service and the charges for water actually consumed as Standby Service in the immediate preceding month.

G. Overdraft Payments. The Purchaser agrees to pay annually, the charges for those diversions referenced in Sects 4 (C) and 4 (D) above. The monthly overdraft payment will be remitted in November of the year in which the overdraft occurs. The annual overdraft payment will be remitted in February of the year following the year in which the overdraft occurred.

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H. Production Factor Payments. The Rate Schedule and System Rules provide that for a depletive diversion at any location above the confluence of the Millstone and Raritan Rivers, the Total Daily Allotment Charge shall be multiplied by the Production Factor, which is equal to System Safe Yield at the point of delivery. The Authority concludes that no Production Factor applies to this diversion.

I. Absolute Obligation. Purchaser's obligations hereunder to pay for water in the manner set forth in this Contract shall be absolute and unconditional, and shall not be affected by any failure by the Authority to perform its obligations hereunder, other than a failure by the Authority to supply water constituting Uninterruptible Service (in which event, as herein provided, Purchaser shall be unconditionally obligated to pay for the water available for taking), except as a result of an Event of Default, or be subject to any other defense or to any reduction, whether by offset, counterclaim or otherwise, except for any reductions or credits provided for herein, in the Rate Schedule or in the System Rules and Regulations.

J. Calculation of Payments. The amounts to be paid by Purchaser for Standby Service and Short-term Service shall be determined by the meter reading procedure which is set forth in Section 5F hereof. The Authority shall calculate bills for such services based upon such meter readings.

K. Overdue Payments. All payments for service which are not made by the due date therefore and any other sums required to be paid by the Purchaser to the Authority pursuant to this Contract shall bear interest at a per annum rate equal to the prime rate, as from time to time established by the bank holding short-term deposits of the Authority as its prime rate (with any changes in such prime rate to be effective on any date that such rate is changed) plus 2%, such interest to be calculated from the due date of any required payment until actual payment thereof.

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L. Rate Adjustments and Procedures. The Authority reserves the right from time to time to adopt adjustments to the Rate Schedule and to the System Rules and Regulations in accordance with applicable laws and regulations. If as a result of any such adjustments the payments for service hereunder are adjusted by the Authority, the Authority shall notify the Purchaser of the adjustments and of any revised schedule of Monthly Water Payments required to reflect such adjustments and the same shall, without any further act of the Authority or the Purchaser, constitute an amendment to this Contract.

SECTION 5. Delivery and Withdrawal of Water.

A. All water shall be withdrawn from the System at the Purchaser's sole cost and expense. Title to all water supplied from the System shall be in the Authority to the Point of Delivery, at which point title shall vest in the Purchaser upon its withdrawal of such water.

B. The Authority hereby grants to the Purchaser for the term of this Contract a right which shall permit access to Purchaser and its designated representatives upon, over and under the System as may be necessary, at Purchaser's sole cost and expense, to install and construct at the Point of Delivery, and to replace, repair, operate and maintain, Purchaser's Interconnection System.

C. The Purchaser shall not install or construct nor make any material alterations in Purchaser's Interconnection System without the prior written approval of the Authority. Purchaser shall submit engineering plans therefore to the Authority for its review and approval.

D. The Authority or its designated representatives shall have the right at any time to examine Purchaser's Interconnection System from the point of Diversion to and including the flow meter or measuring devices (hereafter "flow meters"). The Authority shall comply with all reasonable security protocols developed by Purchaser in conducting its inspections. The Purchaser shall, at its sole cost and expense, within ten (10) days (or such longer period as may be

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required by law) after receipt of written demand from the Authority, make such modifications or repairs to Purchaser's Interconnection System as, in the opinion of the Authority, may be required to eliminate leakage of water from, or potential damage to the System. If Purchaser should fail to make such modifications or repairs, the Authority may do so and the Purchaser agrees to reimburse the Authority on demand for the Authority's cost therefore.

E. The Purchaser shall purchase or construct, install, operate, maintain and repair, as a part of Purchaser's Interconnection System, at its sole cost and expense and in a manner which the Authority determines to be in accordance with Prudent Water Supply Practices, flow meters or measuring devices of the type and at a location approved by the Authority. The Purchaser shall have such flow meters tested for accuracy at its own sole cost and expense by a testing firm approved by the Authority (i) at least once during each Fiscal Year; (ii) following meter repairs; and (iii) at such other times as the Authority may reasonably request. Each test shall be evidenced by a certified report, which Purchaser will cause such testing firm to furnish to the Authority.

F. Monthly meter readings of water shall be taken by the Purchaser on the last day of each month, or if such last day falls on Sunday or legal holiday, on the first working day thereafter. The Purchaser shall keep a daily record of flow rates and cumulative daily water withdrawal totals and shall submit to the Authority, not later than the tenth (10th) business day of each month, copies of such records for the preceding month. The Authority or its designated representatives shall have the right at any time to examine the flow meters or other measuring device, and any repairs or replacements made to such flow meter or other measuring device. Purchaser shall submit written certifications with its monthly meter readings.

G. The Purchaser agrees to indemnify, defend and hold harmless the Authority from and against all claims, damages or losses suffered, sustained or required to be paid by the

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Authority, arising from any act or omission of the Purchaser, its officers, agents, representatives or employees, in connection with Purchaser's Interconnection System, the operation thereof, or any activities carried out by the Purchaser, its officers, employees, agents or representatives, on the premises of, or with respect to, the System, or with respect to any of the services which are the subject of this Contract.

H. In the event that any of the flow meters required to be maintained by the Purchaser shall fail to properly operate, the Authority may make necessary estimates of or adjustments in accordance with the System Rules and Regulations, to the amounts of water withdrawn by the Purchaser and to be charged by the Authority to the Purchaser for any period during which such failure exists and continues. The Purchaser agrees that at the request of the Authority it will repair or replace such meters, at its sole cost and expense. If the Purchaser fails to repair or replace the meters within 60 days following notice from the Authority, the Authority, may suspend the withdrawal of water by the Purchaser until such time as the meter is repaired or replaced; provided, however, that the Purchaser shall be required to continue to honor its payment obligations for water pursuant to this Contract during the period of such suspension, as if such suspension had not occurred.

SECTION 6. Force Majeure.

If by reason of Force Majeure either the Authority or Purchaser shall be rendered unable to satisfy its obligations under this Contract, in whole or in part, and shall give notice and all of the particulars of such Force Majeure in writing to the other such party hereto within a reasonable time after the occurrence of the event or cause relied on, then the obligation of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of such inability; provided, however, that the existence of Force Majeure shall in no

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event affect the obligation of the Purchaser to make the Monthly Water Payments and other payments required under this Contract, but if less than the amount of water required to be supplied hereunder is supplied or available for supply, nothing in this Section 6 shall require the Purchaser to make payment for water other than in an amount equal to the greater of (i) the water actually supplied or (ii) the water available for supply by the Authority. Either party so affected shall use its best efforts to remove or overcome such Force Majeure as quickly as is practicable.

SECTION 7. Term of Contract.

A. This Contract shall commence on December 1, 2023 and shall expire on November 30, 2048, unless previously terminated as provided herein as a result of an Event of Default described in Section 10, or renewed as provided in Section 7B hereof.

B. If the Purchaser desires to continue the withdrawal of water from the System, contracted for pursuant to this Contract, beyond the date set forth in Section 7A hereof, the Purchaser shall submit to the Authority notification of intent to renew not less than 90 days prior to such date.

C. If the Purchaser has not submitted a notification of intent to renew as provided in Section 7B hereof, the Authority shall notify the Purchaser of the expiration date of the Contract. If, after such notification by the Authority, the Purchaser continues withdrawal of water, the charge for such withdrawal shall be twice the rate per million gallons as is specified in the Rate Schedule then in effect.

D. Within ninety (90) days after termination of this Contract, the Purchaser shall remove from the System Purchaser's Interconnection System and any other facilities installed by Purchaser on the System, shall restore the System to its former condition as nearly as may be practicable and in a manner satisfactory to the Authority. If Purchaser shall fail to remove and

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restore as aforesaid, the Authority may make such removal and restoration at the sole cost and expense of the Purchaser, which cost and expense shall be paid by the Purchaser to the Authority on demand. The Authority further reserves the right to remove and sell Purchaser's Interconnection System and other facilities to the extent it deems appropriate.

SECTION 8. Insurance

A. Authority Insurance. The Authority shall use reasonable commercial efforts to purchase and carry fire, casualty, public liability and other insurance on the System, or to otherwise establish and fund its own self-insurance program or participate in any State-administered pooled risk or self-insurance program, for purposes and in amounts which ordinarily would be carried or funded by a person or entity owing and maintaining facilities similar to the System.

B. Purchaser Insurance. The Purchaser shall use reasonable commercial efforts to purchase and carry business interruption insurance covering Purchaser's business operations, unless Purchaser is not legally able to maintain business interruption insurance and shall purchase and carry insurance covering Purchaser's obligations pursuant to Section 5G hereof. All policies of insurance shall be written by insurance companies authorized to do business in the State and shall provide that no change of coverage shall be effected unless at least thirty (30) days' prior notice is given to the Authority. Certified copies of all replacement policies shall be delivered to the Authority not less than thirty (30) days prior to the expiration of any coverage. The "Authority" shall be named as an "Additional Insured" on all public liability insurance policies maintained by the Purchaser for Purchaser's Interconnection System and any other facilities of the Purchaser located on the System, on all business interruption insurance and all insurance covering Purchaser's obligations pursuant to Section 5G hereof. The proceeds of business interruption insurance shall be payable directly to the Authority to the extent of the Purchaser's obligations to purchase water

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hereunder. All insurance policies held by the Purchaser with regard to this Contract shall apply on a primary and noncontributory basis.

SECTION 9. Covenants, Representations, and Warrants

A. The Authority shall continuously operate and maintain the System in an efficient manner in accordance with Prudent Water Supply Practices. The Authority shall have no liability in the event that the water, which is actually available to the System is insufficient to permit the Authority to comply with its obligations hereunder.

B. The Authority shall not enter into any Water Purchase Contract which would result in (i) Uninterruptible Service called for under all Water Purchase Contracts to exceed the Safe or Dependable Yield or (ii) the water supply called for under all contracts or commitments for water of the System to exceed the maximum output capacity of the System.

C. The Authority represents and warrants that it has all licenses and permits presently obtainable from any federal, state or local governmental authority required in order to enter into this Contract and to provide water to Purchaser as herein set forth.

D. The Authority shall exercise reasonable efforts to execute Contracts, similar in form and content to this Contract, with all other users of the System; provided, however, that notwithstanding the foregoing, the Authority may (i) enter into Contracts for durations other than the term of this Contract and (ii) enter into Contracts, containing terms which may be inconsistent with the terms of this Contract, if the Authority determines it to be necessary in connection with the operation of the System so long as such Contracts do not increase the Purchaser's obligations hereunder for Debt Service unless the Purchaser is benefited as a result of the provisions of such Contract. All Contracts entered into by the Authority shall contain rates and charges for water as are set forth in the Rate Schedule then in effect.

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E. The Purchaser represents and warrants that it has all licenses and permits from any federal, state, or local governmental authority required in order to enter into this Contract, to divert water from the System in accordance therewith and to operate the Purchaser's Interconnection System.

F. The Purchaser covenants to (i) maintain in good operating order and repair the Purchaser's Interconnection System; (ii) continually operate the Purchaser's Interconnection System; and (iii) charge and collect taxes, fees and other charges to its customers which, from time to time together with other funds available to the Purchaser, are reasonably estimated to be required by the Purchaser to make the payments to the Authority which are required pursuant to this Contract.

SECTION 10. Events of Default.

Any of the following shall constitute an Event of Default:

If the Purchaser shall (i) fail to make any payment due under this Contract for a period of more than 15 days after any such payment is due or (ii) shall fail or be unable to perform, or shall default in the performance of, any of its obligations under this Contract, and such failure, inability or default in performance is (A) willful or (B) remains uncured for more than 30 days after notice thereof is given by the Authority to Purchaser; provided however, that if such failure, inability or default in performance is incapable of being cured within such 30 day period, the same shall not constitute an Event of Default so long as Purchaser commences to cure such failure, inability or default in performance within such 30 day period and diligently and continuously proceeds to cure the same.

If an Event of Default has occurred, then the Authority may, without further notice, take any one or more of the following actions:

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(a) Discontinue the supply and delivery of water under this Contract, including disconnecting Purchaser's Interconnection System from the System during the period of such default, without altering the obligation of the Purchaser to make Monthly Water Payments or any other payment required by the terms of this Contract;

(b) Bring any suit, action or proceeding at law or in equity necessary or appropriate to enforce any covenant, agreement or obligation against the Purchaser;

(c) Take any other action permitted by law or equity to enforce its rights under this Contract and to recover damages for breach thereof, or

(d) Terminate this Contract.

SECTION 11. Payments and Notice.

Unless otherwise provided herein, any payment, notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by the Authority or the Purchaser to each other shall be given or be served either by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be so notified. For the purposes of notice, the addresses of the Authority and Purchaser shall, until changed as hereinafter provided, be as follows:

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If to the Authority:

New Jersey Water Supply Authority
1851 State Highway 31
Post Office Box 5196
Clinton, NJ 08809

Attention: Executive Director

If to the Purchaser:

Middlesex Water Company
485C Route 1 South, Suite 400
Iselin, NJ 08830

The Authority and Purchaser shall have the right from time to time and at any time to change their respective addresses by at least fifteen (15) days' written notice to the other party hereto given in the manner hereinabove set forth.

SECTION 12. Severability.

In the event that any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had never been contained herein.

SECTION 13. Incorporation of Rate Schedule and System Rules and Regulations.

The Rate Schedule and the System Rules and Regulations are hereby incorporated herein by reference as fully as if herein set forth and all of the terms and provisions of such Rate Schedule and System Rules and Regulations shall be part of this Contract and shall be binding upon the Purchaser.

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SECTION 14. Calculations of the Authority.

All meter readings to the extent made by the Authority and all calculations made by the Authority of amounts due by a Purchaser pursuant to this Contract, whether based upon meter readings or estimates by the Authority or meter readings by the Purchaser, shall be valid and binding upon the Purchaser absent manifest error by the Authority.

SECTION 15. Binding Effect.

This Contract, when executed and delivered by the parties hereto, shall be a valid and binding agreement, which shall be governed by and construed in accordance with the laws of the State. Neither party hereto may assign its rights or obligations hereunder without the consent of the other party. The undersigned warrant that they are authorized to sign this Contract and bind themselves, their successors, assignees, and/or trustees to comply with the terms and provisions of this Contract.

IN WITNESS WHEREOF, the Authority and the Purchaser have caused this Contract to be duly executed the date and year above first written.

NEW JERSEY WATER SUPPLY AUTHORITY

DocuSigned by:
Marc Brooks
668A14BE703C431...
Marc Brooks, Executive Director

Dated: 11/29/2023

MIDDLESEX WATER COMPANY

Dennis W. Doll

Name Printed/Title: Dennis W. Doll, President and CEO

Dated 10/24/23

Reviewed and Approved As to Form Only:

Matthew J. Platkin

Attorney General for New Jersey

DocuSigned by:
By: Kathrine Hunt
C3AD6897ACB14E5...
Kathrine Hunt
Deputy Attorney General

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
SCHEDULE OF CUSTOMERS AND WATER PURCHASED
BPU DOCKET NO. WR2610XXXX

	BPU DOCKET NO. WR25060372	9/30/2026	
NUMBER AND CLASSES OF CUSTOMERS			
RESIDENTIAL	55,032	57,453	
COMMERCIAL	3,680	3,675	
INDUSTRIAL	260	256	
PRIVATE FIRE	1,145	1,158	
CONTRACT SALES	5	6	(A)
VOLUME OF WATER PURCHASED:	10,950.0 MG	10,995.9 MG	(B)

(A) The customer count was inadvertently reflected as 5 customers on the Company's most recent base rate matter due a labeling error (BPU Docket No. 25060372). The Company has six (6) active wholesale contracts and two (2) additional agreements for emergency procurement with the municipalities Perth Amboy and Sayreville.

(B) The Company's annual obligation (take or pay) under its purchased water contracts is 10,950.0 MG. Under a take or pay contract, the purchaser is required to pay for a certain amount of water regardless of whether the purchaser takes it or not. In instances where the Company takes less than the contract minimum, it is required to pay for the minimum amount of water under the contract. The actual volume of water purchased (paid for) was higher than the minimum purchase obligation under the contracts for the twelve months ending September 30, 2026.

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
PROPOSED COST PER UNIT OF VOLUME
BPU DOCKET NO. WR2610XXXX

PURCHASED WATER COSTS PURSUANT TO BPU DOCKET NO. WR25060372		$ 7,376,499
NEW COST OF PURCHASED WATER (EXHIBIT E, PAGE 2 OF 4)		7,587,941
INCREASE IN BASE PURCHASED WATER COST		$ 211,442.00
RATE PROCEEDINGS COSTS (EXHIBIT G)		$ 30,825
INCREMENTAL PURCHASED WATER COSTS (EXHIBIT E, PAGES 3 & 4 OF 4)		$ 177,752
REVENUE TAX FACTOR @ (EXHIBIT I)	13.8618%	$ 67,591
SUM OF ALLOWABLE EXPENSES		$ 487,610

BASE CONSUMPTION - MILLION GALLONS (MG)

	MG
BASE CONSUMPTION PURSUANT TO BPU DOCKET NO. WR25060372	12,383.9
LESS: EAST BRUNSWICK PURSUANT TO BPU DOCKET NO. WR25060372	(2,448.6)
BASE CONSUMPTION FOR RECOVERY OF PWAC	9,935.3

CURRENT PWAC RATE PER TCF (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$0.0000
CURRENT PWAC RATE PER MG (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$0.0000
PROPOSED PWAC RATE PER TCF (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$0.4809
PROPOSED PWAC RATE PER MG (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$18.6100

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

SCHEDULE OF BASE COSTS OF PURCHASED WATER
PER MWC BPU DOCKET NO. WR25060372

PURVEYOR	RATE PER MG	RATE PER MONTH	MINIMUM TAKE OR PAY AMOUNTS (MG)	COST
NEW JERSEY AMERICAN WATER				
BASE RATE TARIFF SCHEDULE G (BPU DOCKET NO. WR24010056)	$2,986.60		1,095.0	$3,270,327.00
PWAC RATE SCHEDULE O-1 (BPU DOCKET NO. WR24110850)	$463.30			$507,313.50
TOTAL NEW JERSEY AMERICAN WATER COST PER MG	$3,449.90			
BASELINE ADDITIONAL WATER PURCHASES	$3,449.90		0.0	$0.00
LSLRC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR22010017)		$21.24		$254.88
SPECIAL PROGRAM CHARGE PER MONTH (BPU DOCKET NO. WR23050275)		$0.99		$11.88
RESIC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR24040240)		$63.18		$1,516.32
Number of Meters (16")		2		
TOTAL NEW JERSEY AMERICAN WATER				**$3,779,423.58**
NEW JERSEY WATER SUPPLY AUTHORITY				
BASE RATE - TIER 1 (27 MGD)	$365.00		9,855.0	$3,597,075.00
BASE RATE - TIER 2 (Purchases Above Base Contract)	$438.00		0.0	$0.00
TOTAL NEW JERSEY WATER SUPPLY AUTHORITY				**$3,597,075.00**
TOTAL			**10,950.0**	**$7,376,498.58**

SCHEDULE OF PROJECTED REVISED PURCHASED WATER COSTS

PURVEYOR	RATE PER MG		MINIMUM TAKE OR PAY AMOUNTS (MG)	COST
NEW JERSEY AMERICAN WATER				
BASE RATE TARIFF SCHEDULE G (BPU DOCKET WR26010010)	$3,181.00		1,095.0	$3,483,195.00
PWAC RATE SCHEDULE O-1 (BPU DOCKET NO. WR26010010)	$463.30			$507,313.50
TOTAL NEW JERSEY AMERICAN WATER COST PER MG	$3,644.30			
BASELINE ADDITIONAL WATER PURCHASES	$3,644.30		0.0	$0.00
LSLRC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR22010017)		$28.54		$342.48
(Fixed Service Charge Effective 07/01/2026)				
SPECIAL PROGRAM CHARGE (BPU DOCKET NO. WR25080467)		$1.22		$14.64
(Fixed Service Charge Effective 02/01/2026)				
RESIC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR26010010)		$0.00		$0.00
Number of Meters (16")		2		
TOTAL NEW JERSEY AMERICAN WATER				**$3,990,865.62**
NEW JERSEY WATER SUPPLY AUTHORITY				
BASE RATE - TIER 1 (27 MGD)	$365.00		9,855.0	$3,597,075
BASE RATE - TIER 2 (Purchases Above Base Contract)	$438.00		0.0	$0
TOTAL NEW JERSEY WATER SUPPLY AUTHORITY				**$3,597,075**
TOTAL			**10,950.0**	**$7,587,941**

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

Incremental Purchased Water Costs (Contract Requirement)

NJAWC - 09/15/2026 thru 03/01/2027[1]	Base Rate	Take/Pay Volume (MGD)	Days in Period	Total Cost
Base Rate (Effective 09/15/2026)	$ 3,181.00	3.0	167	$ 1,593,681
Base Rate (In MWC Rates Effective 02/23/2026)	$ 2,986.60	3.0	167	$ 1,496,287
Change	$ 194.40			$ 97,394
Additional Purchased Water - Base Rates	$ 0.2987	223,847		$ 66,854
11/01/2025 thru 09/30/2026 [1a]	$ 0.3181	230		$ 73

NJAWC - 09/15/2026 thru 03/01/2027[1]	PWAC Rate	Take/Pay Volume (MGD)	Days in Period	Total Cost
PWAC Rate (Effective 09/15/2026)	$ 463.30	3.0	167	$ 232,113
PWAC Rate (In MWC Rates Effective 02/23/2026)	$ 463.30	3.0	167	$ 232,113
Change	$ -			$ -
Additional Purchased Water - PWAC 11/01/2025 thru 08/31/2026 [1a]	$ 0.0463	224,077		$ 10,381

NJAWC - 01/01/2026 thru 06/30/2026[2]	Fixed Charge per Month	Months in Period	Total Cost
LSLRC Fixed Charge (Effective 01/01/2026)	$ 12.93	6	$ 78
LSLRC (In MWC Rates Effective 02/23/2026)	$ 21.24	6	$ 127
Change	$ (8.31)		$ (50)

NJAWC - 07/01/2026 thru 03/01/2027[1]	Fixed Charge per Month	Months in Period	Total Cost
LSLRC Fixed Charge (Effective 07/01/2026)	$ 28.54	8	$ 228
LSLRC (In MWC Rates Effective 02/23/2026)	$ 21.24	8	$ 170
Change	$ 7.30		$ 58

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

Incremental Purchased Water Costs (Contract Requirement)

NJAWC - 02/01/2026 thru 03/01/2027[1]	Fixed Charge per Month	Months in Period	Total Cost
Special Program Charge (Effective 02/01/2026)	$ 1.22	13	$ 16
Special Program Charge (In MWC Rates Effective 02/23/2026)	$ 0.99	13	$ 13
Change	$ 0.23		$ 3

NJAWC - 11/29/2025 thru 05/29/2026[3]	Fixed Charge per Month	Months in Period	Total Cost
Resiliency and Env. System Investment Charge (Effective 11/29/2025)	$ 274.14	5	$ 1,371
RESIC Charge (In MWC Rates Effective 02/23/2026)	$ 126.36	5	$ 632
Change	$ 147.78		$ 739

NJAWC - 05/30/2026 thru 09/15/2026[4]	Fixed Charge per Month	Months in Period	Total Cost
Resiliency and Env. System Investment Charge (Effective 05/30/2026)	$ 586.04	5	$ 2,930
RESIC Charge (In MWC Rates Effective 02/23/2026)	$ 126.36	5	$ 632
Change	$ 459.68		$ 2,298

Total Deferred Purchased Water Costs	**$ 177,752**

[1] Assumes MWC PWAC rates effective date of 03/01/2027.

[1a] MWC base rates were effective as of 02/23/2026, but rates were settled based on actuals available as of 07/31/2025. Additional purchased water charges between Nov-2025 and Feb-2026 were not recovered in the base rate case.

[2] NJAWC Lead Service Line Replacement Charge per Rate Schedule O-2, Non-GMS Fixed Charge per Month. BPU Docket No. WR22010017, effective 01/01/2026.

[3] NJAWC Resiliency and Environmental System Investment Charge (RESIC) per Rate Schedule O-5, Exempt: 16" meters (two meters). BPU Docket No. WR24040240, 2nd surcharge effective 11/29/2025.

[4] NJAWC Resiliency and Environmental System Investment Charge (RESIC) per Rate Schedule O-5, Exempt: 16" meters (two meters). BPU Docket No. WR24040240, 3rd surcharge effective 05/30/2026. Rates reset to zero with new NJAWC base rates effective 09/15/2026.

MIDDLESEX WATER COMPANY

B.P.U. No. 1 WATER AND WASTEWATER

MIDDLESEX WATER COMPANY

TARIFF

for

WATER AND WASTEWATER SERVICE

Applicable in

ALL TERRITORY SUPPLIED BY THE COMPANY

IN BURLINGTON, CUMBERLAND, MIDDLESEX, MONMOUTH, AND UNION COUNTIES

Date of Issue: ~~July 31~~October 30, 2026

Effective for service rendered on and after: ~~September 1, 2026~~_____

Issued by: Robert K. Fullagar, President, New Jersey Operations
485C Route 1 South, Suite 400
Iselin, New Jersey 08830-3020

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey dated ~~February 18, 2026~~____ in Docket No. ~~WR25060372~~WR26_____.

RATE SCHEDULE NO. 11-A

GENERAL WATER SERVICE - GS

PURCHASED WATER ADJUSTMENT CLAUSE (PWAC) CHARGES

APPLICABILITY:

Applicable to customers throughout the territory served by the Company.

CHARACTER OF SERVICE:

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

RATE:

The PWAC charge will be made to recover the increased purchased water costs incurred by the Company and is in addition to Rate Schedules No. 1, No. 1-A, No. 2, No. 2-A, No. 3, No. 3-A, No. 4, No. 4-A, and No. 5. This charge is assessed per thousand cubic feet or per million gallons.

Rate per thousand cubic feet:	$~~0.00000~~0.4809
Rate per million gallons:	$~~00.00~~18.61

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

			PROPOSED RATES	
			PWAC RATE	REVENUE
RESIDENTIAL	USAGE (CF)	481,416,383	0.0004809	$ 231,513
COMMERCIAL	USAGE (CF)	252,365,173	0.0004809	$ 121,362
INDUSTRIAL	USAGE (CF)	137,524,014	0.0004809	$ 66,135
SUBTOTAL				$ 419,011
PRIVATE FIRE	USAGE (CF)	14,727,362	0.0004809	$ 7,082
PUBLIC FIRE	USAGE (CF)		0.0004809	
SUBTOTAL				$ 7,082
SUB-TOTAL				$ 426,093
EAST BRUNSWICK	USAGE (MG)	2,448.616	N/A	$ -
EDISON / HIGHLAND PARK	USAGE (MG)	1,093.204	$ 18.61	$ 20,345
RAHWAY	USAGE (MG)	134.484	$ 18.61	$ 2,503
OLD BRIDGE MUA	USAGE (MG)	968.157	$ 18.61	$ 18,017
MARLBORO	USAGE (MG)	1,112.739	$ 18.61	$ 20,708
SUBTOTAL				$ 61,573
ROUNDING				$ (56)
TOTAL PWAC REVENUE				$ 487,610

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

			PRESENT RATES (BPU DOCKET NO. WR25060372)			REVENUE WITH PROPOSED PWAC RATES				
RESIDENTIAL	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE		
5/8"		182,432		$ 73.11	$ 13,337,604		$ 73.11	$ 13,337,604	0.00%	$ -
3/4"		31,580		109.74	3,465,589		109.74	3,465,589	0.00%	$ -
1"		5,740		191.61	1,099,841		191.61	1,099,841	0.00%	$ -
1 1/2"		484		383.19	185,464		383.19	185,464	0.00%	$ -
2"		148		613.14	90,745		613.14	90,745	0.00%	$ -
					18,179,243			18,179,243	0.00%	$ -
USAGE (CF)		481,302,246	Base Rate	0.0866540	41,706,765	Base Rate	0.0866540	41,706,765	0.00%	$ -
			PWAC Rate	-	0	PWAC Rate	0.0004809	231,458		
TOTAL RESIDENTIAL REVENUE					$ 59,886,008			$ 60,117,466	0.39%	$ 231,458
COMMERCIAL	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE		
5/8"	11,988		$ 24.37		$ 292,148	$ 24.37		$ 292,148	0.00%	$ -
3/4"	4,704		36.58		172,072	36.58		172,072	0.00%	$ -
1"	6,048		63.87		386,286	63.87		386,286	0.00%	$ -
1 1/2"	4,896		127.73		625,366	127.73		625,366	0.00%	$ -
2"	12,264		204.38		2,506,516	204.38		2,506,516	0.00%	$ -
3"	2,880		383.19		1,103,587	383.19		1,103,587	0.00%	$ -
4"	828		638.65		528,802	638.65		528,802	0.00%	$ -
6"	132		1,277.28		168,601	1,277.28		168,601	0.00%	$ -
8"	168		2,043.64		343,332	2,043.64		343,332	0.00%	$ -
10"	48		2,937.72		141,011	2,937.72		141,011	0.00%	$ -
12"	24		5,492.24		131,814	5,492.24		131,814		
					6,399,534			6,399,534	0.00%	$ -
USAGE (CF)		252,365,173	Base Rate	0.0866540	21,868,452		0.0866540	21,868,452	0.00%	$ -
			PWAC Rate	-	0	PWAC Rate	0.0004809	121,362		
TOTAL COMMERCIAL REVENUE					$ 28,267,986			$ 28,389,348	0.43%	$ 121,362
INDUSTRIAL	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE		
5/8"	0		$ 24.37		$ -	$ 24.37		$ -		$ -
3/4"	24		36.58		878	36.58		878	0.00%	$ -
1"	96		63.87		6,132	63.87		6,132	0.00%	$ -
1 1/2"	240		127.73		30,655	127.73		30,655	0.00%	$ -
2"	420		204.38		85,840	204.38		85,840	0.00%	$ -
3"	468		383.19		179,333	383.19		179,333	0.00%	$ -
4"	948		638.65		605,440	638.65		605,440	0.00%	$ -
6"	624		1,277.28		797,023	1,277.28		797,023	0.00%	$ -
8"	204		2,043.64		416,903	2,043.64		416,903	0.00%	$ -
10"	96		2,937.72		282,021	2,937.72		282,021	0.00%	$ -
					2,404,224			2,404,224	0.00%	$ -
USAGE (CF)		137,524,014	Base Rate	0.0866540	11,917,006		0.0866540	11,917,006	0.00%	$ -
			PWAC Rate	-	0	PWAC Rate	0.0004809	66,135		
TOTAL INDUSTRIAL REVENUE					$ 14,321,230			$ 14,387,365	0.46%	$ 66,135
										$ -
GENERAL METERED SERVICE REVENUE					$ 102,475,223			$ 102,894,179	0.41%	$ 418,956
PRIVATE FIRE WITH HOSE	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE		
1"	0	0	$ -	$ -	$ -	$ -	$ -	$ -		
2"	12	8	91.88	275.64	3,308	91.88	275.64	3,308	0.00%	$ -
3"	0	0	202.12	606.36	0	202.12	606.36	0		$ -
4"	120	24	337.42	1,012.26	64,785	337.42	1,012.26	64,785	0.00%	$ -
6"	948	4	690.48	2,071.44	662,861	690.48	2,071.44	662,861	0.00%	$ -
8"	1,488	0	988.66	2,965.98	1,471,126	988.66	2,965.98	1,471,126	0.00%	$ -
10"	576	0	1,585.83	4,757.49	913,438	1,585.83	4,757.49	913,438	0.00%	$ -
12"	12	0	2,344.92	7,034.76	28,139	2,344.92	7,034.76	28,139	0.00%	$ -
					3,143,656			3,143,656	0.00%	$ -
PRIVATE FIRE WITHOUT HOSE	MONTHLY BILLS	QTRLY BILLS	MONTHLY RATE	QTRLY RATE	REVENUE	MONTHLY RATE	QTRLY RATE	REVENUE		
1"	12	44	$ 30.65	$ 91.95	$ 4,414	$ 30.65	$ 91.95	$ 4,414	0.00%	$ -
2"	312	92	75.81	227.43	44,576	75.81	227.43	44,576	0.00%	$ -
3"	396	32	151.78	455.34	74,676	151.78	455.34	74,676	0.00%	$ -
4"	2,832	180	251.84	755.52	849,204	251.84	755.52	849,204	0.00%	$ -
6"	2,424	188	511.85	1,535.55	1,529,408	511.85	1,535.55	1,529,408	0.00%	$ -
8"	1,824	8	731.80	2,195.40	1,352,366	731.80	2,195.40	1,352,366	0.00%	$ -
10"	144	0	1,171.83	3,515.49	168,744	1,171.83	3,515.49	168,744	0.00%	$ -
12"	12	0	1,731.87	5,195.61	20,782	1,731.87	5,195.61	20,782	0.00%	$ -
					4,044,170			4,044,170	0.00%	$ -
					7,187,827			7,187,827	0.00%	$ -
USAGE (CF)		14,727,362	Base Rate	0.0866540	1,276,185		0.0866540	1,276,185	0.00%	$ -
			PWAC Rate	-	0	PWAC Rate	0.0004809	7,082		
TOTAL PRIVATE FIRE REVENUE					$ 8,464,011			$ 8,471,094	0.08%	$ 7,082
PUBLIC FIRE	INCH FEET	HYDRANTS	RATE	HYD. CHG	REVENUE	RATE	HYD. CHG	REVENUE		
	35,464,226	4,790	$ 0.047050	$ 1,085.74	$ 6,869,272	$ 0.047050	$ 1,085.74	$ 6,869,272	0.00%	$ -

		USAGE (MG)	BASE RATE	PWAC RATE	TRANSMISSION RATE	REVENUE	BASE RATE	PWAC RATE	TRANSMISSION RATE	REVENUE		
WHOLESALE	E.Brunswick	2,448.616	$ 2,371.24	$ -		$ 5,806,255	$ 2,371.24	$ -		$ 5,806,255	0.00%	$ -
WHOLESALE	Edison Highland Park	1,093.204	$ 3,353.54	$ -		$ 3,666,105	$ 3,353.54	$ 18.61		$ 3,686,449	0.55%	$ 20,345
WHOLESALE	Rahway	134.484	$ 3,353.54	$ -	$ 1,771.14	$ 689,186	$ 3,353.54	$ 18.61	$ 1,771.14	$ 691,689	0.36%	$ 2,503
WHOLESALE	Old Bridge	968.157	$ 3,353.54	$ -	$ 1,651.42	$ 4,845,586	$ 3,353.54	$ 18.61	$ 1,651.42	$ 4,863,603	0.37%	$ 18,017
	Marlboro	1,112.739	$ 3,353.54	$ -		$ 3,731,613	$ 3,353.54	$ 18.61		$ 3,752,321	0.32%	$ 20,708
	Marlboro	1,642.500			$ 1,651.42	$ 2,712,457			$ 1,651.42	$ 2,712,457		
TOTALS		7,399.699				$ 21,451,202				$ 21,512,775	0.29%	$ 61,573
MISCELLANEOUS						135,010				135,010		$ -
BAYVIEW						119,892				119,892		
ROUNDING						(1,843)				(1,899)		$ (56)
TOTAL REVENUE						$ 139,512,768 **(A)**				$ 140,000,323	0.35%	**$ 487,555**

(A) REVENUE REQUIREMENT PER BPU DOCKET NO. WR25060372

PINELANDS WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

			PRESENT			PRESENT			
GENERAL METERED SERVICE	QTRLY BILLS		QTRLY RATE	REVENUE		QTRLY RATE	REVENUE		
5/8"	2,756		$ 62.56	$ 172,415		$ 62.56	$ 172,415	0.00%	$ -
3/4"	7,004		93.72	656,415		93.72	656,415	0.00%	$ -
1"	12		163.66	1,964		163.66	1,964	0.00%	$ -
1 1/2"	8		327.26	2,618		327.26	2,618	0.00%	$ -
2"	12		523.63	6,284		523.63	6,284	0.00%	$ -
Total Revenue				$ 839,696			$ 839,696	0.00%	$ -
	CONSUMPTION		RATE (TG)	REVENUE		RATE (TG)	REVENUE		
USAGE (TG)	114,136.96	Base Rate	$ 6.1694	$ 704,157	Base Rate	$ 6.1694	$ 704,157	0.00%	$ -
		PWAC Rate	$ -	$ -	PWAC Rate	0.0004809	$ 55		
Total GMS Revenue				$ 1,543,852			$ 1,543,907	0.00%	$ 55
PUBLIC FIRE	HYDRANTS		ANNUAL HYD. CHG	REVENUE		ANNUAL HYD. CHG	REVENUE		
	93		$ 857.16	$ 79,716		$ 857.16	$ 79,716	0.00%	$ -
MISCELLANEOUS				322			322	0.00%	$ -
ROUNDING				(295)			(295)	0.00%	$ -
TOTAL REVENUE				$ 1,623,595			$ 1,623,650	0.00%	$ 55
Total Revenue MWC + PW				**$ 141,136,363**			**$ 141,623,973**	**0.35%**	**$ 487,610**
						Total PWAC			**487,666**

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
RATE PROCEEDINGS COSTS
BPU DOCKET NO. WR2610XXXX

MWC 2026 PWAC Proceeding Costs			
Court Reporter	$650		
Public Hearing Notices	750		
Public Hearing Rental Space	150		
Misc Supplies	100		
Total	$1,650		
50% Sharing	50%		
		$825	
NJAWC Base Rate Case Intervention Costs (1)		$30,000	
Total Costs			$30,825

(1) Costs incurred as an active intervenor in the New Jersey American Water Company (NJAWC) base rate proceeding (BPU Docket No. WR26010010).

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
TAX GROSS UP CALCULATION
BPU DOCKET NO. WR2610XXXX

		@ 7/1/2026 90.233574% **Public/Private**
Tax	**Tax Rates**	**ROW Adjustment**
Franchise - Excise	0.6250%	0.5640%
Franchise	5.0000%	4.5117%
Gross Receipts - Excise	0.9375%	0.9375%
Gross Receipts	7.0000%	7.0000%
Total GRAFT Rate	13.5625%	13.0131%
NJBPU/RC Assessment (A)	0.2466%	0.2466%
Bad Debt	0.6021%	0.6021%
Total Tax Rates		**13.8618%**

(A)

NJBPU:	0.00197709264978	2026 Assessment Invoice
Rate Counsel:	0.000488743239668	2026 Assessment Invoice
Total Assessment	0.002465835889448	

NOTICE OF PUBLIC HEARING
MIDDLESEX WATER COMPANY
NOTICE OF FILING OF PETITION FOR APPROVAL TO
CHANGE THE LEVELS OF ITS PURCHASED WATER ADJUSTMENT CLAUSE ("PWAC")
BPU Docket No. WR2610XXXX____

PLEASE TAKE NOTICE that, on October 30, 2026, Middlesex Water Company ("Company"), pursuant to N.J.A.C. 14:9-7.1 et seq., filed a Petition with the New Jersey Board of Public Utilities ("Board") for approval to implement a Purchased Water Adjustment Clause ("PWAC"). Through the PWAC, the Company recovers its costs for purchasing water from suppliers, including recovery of increased purchased water costs, deferred costs, PWAC rate case expenses, and associated gross receipts and franchise taxes. The proposed rates would increase annual revenues by $0.96 or by 0.40%. The PWAC surcharge provides no profit to the Company and is a pass-through of actual charges from New-Jersey American Water Company and the New Jersey Water Supply Authority.

The proposed PWAC rates for those customers impacted by the rate increase are contained in the tariff sheets and Petition filed with the Board and covered under the following tariffs:

		Current Rate	Proposed Rate
• Rate Schedule No. 1:	General Water Service (GS) (Tariff Sheet 11-A)	$0.0000	$0.4809 per thousand cubic feet
• Rate Schedule No. 5:	Service Under Contract (SC) (Tariff Sheet 11-A)	$0.00	$18.61 per million gallons

IF APPROVED, AN AVERAGE RESIDENTIAL CUSTOMER USING 2,000 CUBIC FEET (14,960 GALLONS) OF WATER PER QUARTER WILL SEE HIS/HER BILL INCREASE FROM $242.49 TO $243.45, AN INCREASE OF $0.96 PER QUARTER, OR APPROXIMATELY 0.40%.

Any relief determined by the Board to be just and reasonable may be allocated by the Board to any class or classes of customers of the Company in such manner and in such amounts or percentages as the Board may deem appropriate. The Board may choose to impose a greater portion of the increase on any present or future class or classes and group or groups of customers, may exclude from any increase any of the foregoing, or may vary the amount of percentage increase applicable to any of the foregoing.

The complete tariff for the proposed PWAC is part of the Petition filed with the Board, which was served upon the Director of the New Jersey Division of Rate Counsel. The Petition was also served on the Clerks of the Municipalities and on the Clerk of the Board of County Commissioners in the service area of the Company pursuant to N.J.S.A. 48:2-32.2, and a copy of this Notice will also be served on such Clerks. Further information and copies of the Petition may be obtained at the Board's offices located at 44 South Clinton Avenue, 1st Floor, Trenton, NJ 08625-0350 or at the Company's offices located at 485C Route 1 South, Suite 400, Iselin, New Jersey 08830. The Petition, testimony, and all attachments are also available for public inspection on the Company's website at http://www.middlesexwater.com/customer-care/regulatory.

PLEASE TAKE FURTHER NOTICE that virtual public hearings will be conducted on the following date and times so that members of the public may present their views on the Petition.

Date: _____, 2026
Times 4:30 pm and 5:30 pm

[UPDATED ZOOM LINK AND DIAL-IN INFORMATION TO BE PROVIDED WHEN PUBLIC HEARING DATE IS SCHEDULED, HIGHLIGHTED SECTION BELOW IS A SAMPLE OF LISTING OF INFORMATION ON NOTICE]

Join Zoom Meeting
https://middlesexwater.zoom.us/j/84629440075?pwd=jDgKX8TFbi9QgAXpWqP1PCaAp5EFvu.1

Meeting ID: 846 2944 0075
Passcode: 464996

One tap mobile
+19292056099,,84629440075#,,,,*464996# US (New York)
+13017158592,,84629440075#,,,,*464996# US (Washington DC)

Dial by your location
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• +1 305 224 1968 US
• +1 309 205 3325 US
• +1 312 626 6799 US (Chicago)
• +1 646 931 3860 US
• +1 669 444 9171 US
• +1 669 900 6833 US (San Jose)
• +1 689 278 1000 US
• +1 719 359 4580 US
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
• +1 346 248 7799 US (Houston)
• +1 360 209 5623 US
• +1 386 347 5053 US
• +1 507 473 4847 US
• +1 564 217 2000 US

Meeting ID: 846 2944 0075
Passcode: 464996

Find your local number: https://middlesexwater.zoom.us/u/kcu5Ez8aCn

Join by SIP
• 84629440075@zoomcrc.com

Join by H.323
• 162.255.37.11 (US West)
• 162.255.36.11 (US East)
• 115.114.131.7 (India Mumbai)
• 115.114.115.7 (India Hyderabad)
• 213.19.144.110 (Amsterdam Netherlands) • 213.244.140.110 (Germany) • 103.122.166.55 (Australia Sydney) • 103.122.167.55 (Australia Melbourne) • 149.137.40.110 (Singapore) • 64.211.144.160 (Brazil) • 159.124.132.243 (Mexico) • 159.124.168.213 (Canada Toronto) • 65.39.152.160 (Canada Vancouver) • 207.226.132.110 (Japan Tokyo) • 149.137.24.110 (Japan Osaka)

Meeting ID: 846 2944 0075
Passcode: 464996

Representatives of the Company, Board Staff and the New Jersey Division of Rate Counsel will participate in the virtual public hearings. Members of the public are invited to participate by using the Meeting ID or Dial-in Number set forth above and may express their view on the Petition. All comments will be made a part of the final record in the proceeding. In order to encourage full participation in this opportunity for public comment, please submit any requests for special accommodations, such as interpreters or listen assistance, 48 hour prior to the above hearing to the Board Secretary at board.secretary@bpu.nj.gov.

The Board is also accepting written and electronic comments. Comments may be submitted directly to the specific docket listed above using the "Post Comments" button on the Board's Public Document Search tool at https://publicaccess.bpu.state.nj.us. Comments are considered public documents for the purposes of the State's Open Public Records Act. Only documents that are intended for the public should be submitted using the "Post Comments" button on the Board's Public Document Search tool. Any confidential information should be submitted in accordance with the procedures set forth in N.J.A.C. 14:1-12.3. In addition to hard copy submissions, confidential information may also be filed electronically via the Board's e-filing system or by e-mail to the Secretary of the Board at board.secretary@bpu.nj.gov. Please included "Confidential Information" in the subject line of any e-mail. Instructions for confidential e-filing are found on the Board's webpage at www.nj.gov/bpu/agenda/efiling/.

E-mailed and/or written comments may also be submitted to:

Secretary of the Board
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
P.O. Box 350
Trenton, NJ 08625-0350
Phone: 609-913.6241
E-mail: board.secretary@bpu.nj.gov

MIDDLESEX WATER COMPANY
485C Route 1 South, Suite 400
Iselin, New Jersey 08830

MIDDLESEX WATER COMPANY

STATEMENT OF VICE PRESIDENT, RATES AND REGULATORY AFFAIRS

TESTIMONY OF DAVID G. NJUGUNA

Q. PLEASE STATE YOUR FULL NAME AND BUSINESS ADDRESS.

A. David G. Njuguna, 485C Route 1 South, Suite 400, Iselin, New Jersey 08830.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am the Vice President of Rates and Regulatory Affairs for Middlesex Water Company. I am testifying in this proceeding on behalf of Middlesex Water Company.

Q. PLEASE DESCRIBE YOUR PROFESSIONAL AND EDUCATIONAL BACKGROUND.

A. I received a Bachelor of Commerce degree in Accounting from Kenyatta University in Nairobi, Kenya in 2000 and a Masters Degree in Business Administration from Rutgers University Business School in 2012. From August 2001 to July 2006, I was employed by Union Fenosa Group, an integrated energy company headquartered in Madrid, Spain. During my tenure at Union Fenosa, I held the position of Management Account, where my responsibilities included preparing, reviewing and analyzing monthly divisional and consolidated financial reports. Prior to that, I held the position of Financial Accountant where my responsibilities included, amongst others, financial analysis and preparation of consolidated company budgets and financial reports.

I joined Veolia Water Management & Services, Inc. in May 2007 (formerly known as United Water / Suez North America) as a Rate Analyst and was subsequently promoted to Senior Rate Analyst, Manager, Regulatory Business, and then finally to Director, Regulatory Business. I joined Middlesex Water Company as Vice President of Rates and Regulatory Affairs in January 2026.

Q. WHAT ARE YOUR JOB RESPONSIBILITIES?

A. I oversee Middlesex's and its subsidiaries' compliance with regulations related to its core businesses of water and wastewater utility services, which involves developing and implementing strategies to navigate complex regulatory environments and interacting with key regulatory agencies, municipalities, and government bodies in several state jurisdictions. In addition, I also guide diverse internal teams and ensure company-wide adherence to all applicable laws, regulations, and standards related to State public service commissions.

Q. HAVE YOU PREVIOUSLY SPONSORED TESTIMONY IN RATE PETITIONS BEFORE THE NEW JERSEY BOARD OF PUBLIC UTILITIES (NJBPU)?

A. I have previously testified on behalf of United Water New Jersey, Inc. in New Jersey Board of Public Utilities ("BPU") Docket No. WR11070428 (In The Matter of the Petition of United Water New Jersey, inc. for Approval of an Increase in Rates for Water Service and Other Tariff Changes); BPU Docket No. WR09120897 (In The Matter of the Petition of United Water New Jersey, Inc. for Approval of an Increase in Rates for Water Service and Other Tariff Changes); and BPU Docket

No. WR08090710 (In The Matter of the Petition of United Water New Jersey, Inc. for Approval of an Increase in Rates for Water Service and Other Tariff Changes).

Q. IS YOUR TESTIMONY IN SUPPORT OF A PETITION FILED BY MIDDLESEX TO CHANGE THE LEVELS OF ITS PURCHASED WATER ADJUSTMENT CLAUSE (PWAC?

A. Yes.

Q. IN THE LAST BASE RATE PROCEEDING FOR MIDDLESEX, WERE BASE LEVEL PWAC DATA ESTABLISHED PURSUANT TO N.J.A.C. 14:9-7.3?

A. In BPU Docket No. WR25060372, the Order issued by the NJBPU and dated February 18, 2026 specifically found that Middlesex updated all the necessary information to permit Middlesex to implement a PWAC. That Order is included as Exhibit A to this PWAC Petition.

Q. HAVE YOU PREPARED EXHIBITS TO THE PETITION FOR APPROVAL OF A PWAC CONTAINING PURCHASED WATER COSTS, CUSTOMER DATA, CONSUMPTION AND OTHER FINANCIAL INFORMATION?

A. Yes. Exhibits to the Petition entitled Schedule of Customers and Water Purchased (Exhibit D), Proposed Cost Per Unit of Volume (Exhibit E), Proposed PWAC Tariff Sheets and Proof of Revenues (Exhibit F), PWAC Proceedings Costs (Exhibit G) and Tax Gross Up Calculation (Exhibit H) were prepared either by me or under my direction. I am familiar with and have provided copies of the documents identified as Exhibits A through C included as part of the Petition. The Schedule of Customer and Water Purchased has also been identified as Exhibit DGN-1 to my testimony, the

Proposed Cost Per Unit of Volume as Exhibit DGN-2 and the PWAC Proceedings Costs as Exhibit DGN-3.

Q. TO THE BEST OF YOUR KNOWLEDGE, HAVE THESE EXHIBITS BEEN PREPARED IN ACCORDANCE WITH THE RULES UNDER N.J.A.C. 14:9-7?

A. Yes.

Q. IS THE FINANCIAL INFORMATION CONTAINED IN THESE EXHIBITS TRUE AND CORRECT TO THE BEST OF YOUR KNOWLEDGE AND BELIEF?

A. Yes.

Q. WHY IS THERE A CHANGE IN CONTRACT CUSTOMERS FROM 5 TO 6 SHOWN ON EXHIBIT DGN-1?

A. The increase in customer count from 5 to 6 reflects the City of Rahway as an active customer. Rahway was not an active customer having stopped purchasing water in October 2021. Rahway resumed purchasing water in November 2023 and returned to the status of an active customer. The customer count was inadvertently reflected as 5 customers in the Company's most recent base rate case meter due to a labelling error (BPU Docket No. WR25060372).

Q. WHY HAS THE TOWNSHIP OF EAST BRUNSWICK ("EAST BRUNSWICK") CONSUMPTION VOLUME BEEN EXCLUDED FROM BASE CONSUMPTION ON EXHIBIT DGN-2?

A. Middlesex provides contract water treatment and pumping services to East Brunswick under our Rate Schedule No. 6. East Brunswick purchases untreated water from the

New Jersey Water Supply Authority (NJWSA) under its own contract with the NJWSA. Middlesex pumps the untreated water to our primary treatment plant from the intake connection with the NJWSA. Once Middlesex performs the water treatment services, East Brunswick takes delivery of the treated water at our primary treatment plant. Middlesex does not purchase water from the NJWSA to fulfill our obligation under the contract with East Brunswick. Therefore, none of the increased purchased water costs sought in this matter should be allocated to East Brunswick.

Q. CAN YOU DESCRIBE THE COST CALCULATIONS SHOWN ON EXHIBIT DGN-2, PAGE 3?

A. The calculations represent projected incremental purchased water costs expected to be incurred through February 28, 2027 by Middlesex due to changes in the Base Rate charged by NJAWC effective September 15, 2026.

Q. WHAT IS THE BASIS FOR THE MWC 2026 PWAC PROCEEDING COSTS SHOWN ON EXHIBIT DGN-3?

A. Middlesex rate proceeding expenses indicated are the full estimated costs associated with this rate proceeding. They include fees for the public hearing court reporter, rental space for the public hearing and miscellaneous administrative costs. These costs will be updated throughout this proceeding with actual costs as more relevant data becomes available.

Q WHAT IS THE BASIS FOR THE NJAWC BASE RATE CASE INTERVENTION COSTS SHOWN ON EXHIBIT DGN-3.?

A. The signatory parties to the BPU Order in the Company's Base Rate proceeding (BPU Docket No. WR17101049), agreed Middlesex shall be allowed to recover its regulatory case intervention costs incurred as an active intervenor in the 2017 NJAWC base rate proceeding (BPU Docket No. WR17090985). Subsequently, in Middlesex's PWAC proceedings (BPU Docket No. WR20110722, WR22030138, and WR24100782), the Company was also granted recovery of its regulatory intervention costs incurred as an active intervenor in NJAWC's 2019, 2022, and 2024 base rate proceedings (BPU Docket No. WR19121516, WR22010019, and WR24010056). Most recently, NJAWC filed another base rate proceeding (BPU Docket No. WR26010010) in which Middlesex incurred regulatory intervention costs as an active intervenor in that base rate proceeding as well to ensure that its customers were properly represented in the NJAWC rate matter and that the rate set for water purchased by Middlesex for its customers is and based on appropriate cost of service metrics. The Company has deferred the costs on the Company's books as a regulatory asset. The costs will be updated as needed throughout the proceeding.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
SCHEDULE OF CUSTOMERS AND WATER PURCHASED
BPU DOCKET NO. WR2610XXXX

	BPU DOCKET NO. WR25060372	9/30/2026	
NUMBER AND CLASSES OF CUSTOMERS			
RESIDENTIAL	55,032	57,453	
COMMERCIAL	3,680	3,675	
INDUSTRIAL	260	256	
PRIVATE FIRE	1,145	1,158	
CONTRACT SALES	5	6	(A)
VOLUME OF WATER PURCHASED:	10,950.0 MG	10,995.9 MG	(B)

(A) The customer count was inadvertently reflected as 5 customers on the Company's most recent base rate matter due a labeling error (BPU Docket No. 25060372). The Company has six (6) active wholesale contracts and two (2) additional agreements for emergency procurement with the municipalities Perth Amboy and Sayreville.

(B) The Company's annual obligation (take or pay) under its purchased water contracts is 10,950.0 MG. Under a take or pay contract, the purchaser is required to pay for a certain amount of water regardless of whether the purchaser takes it or not. In instances where the Company takes less than the contract minimum, it is required to pay for the minimum amount of water under the contract. The actual volume of water purchased (paid for) was higher than the minimum purchase obligation under the contracts for the twelve months ending September 30, 2026.

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
PROPOSED COST PER UNIT OF VOLUME
BPU DOCKET NO. WR2610XXXX

PURCHASED WATER COSTS PURSUANT TO BPU DOCKET NO. WR25060372		$ 7,376,499
NEW COST OF PURCHASED WATER (EXHIBIT E, PAGE 2 OF 4)		7,587,941
INCREASE IN BASE PURCHASED WATER COST		$ 211,442.00
RATE PROCEEDINGS COSTS (EXHIBIT G)		$ 30,825
INCREMENTAL PURCHASED WATER COSTS (EXHIBIT E, PAGES 3 & 4 OF 4)		$ 177,752
REVENUE TAX FACTOR @ (EXHIBIT I)	13.8618%	$ 67,591
SUM OF ALLOWABLE EXPENSES		$ 487,610

BASE CONSUMPTION - MILLION GALLONS (MG)

	MG
BASE CONSUMPTION PURSUANT TO BPU DOCKET NO. WR25060372	12,383.9
LESS: EAST BRUNSWICK PURSUANT TO BPU DOCKET NO. WR25060372	(2,448.6)
BASE CONSUMPTION FOR RECOVERY OF PWAC	9,935.3

CURRENT PWAC RATE PER TCF (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$0.0000
CURRENT PWAC RATE PER MG (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$0.0000
PROPOSED PWAC RATE PER TCF (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$0.4809
PROPOSED PWAC RATE PER MG (RATE SCHEDULE NO. 11-A, SHEET NO. 69)	$18.6100

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

SCHEDULE OF BASE COSTS OF PURCHASED WATER
PER MWC BPU DOCKET NO. WR25060372

PURVEYOR	RATE PER MG	RATE PER MONTH	MINIMUM TAKE OR PAY AMOUNTS (MG)	COST
NEW JERSEY AMERICAN WATER				
BASE RATE TARIFF SCHEDULE G (BPU DOCKET NO. WR24010056)	$2,986.60		1,095.0	$3,270,327
PWAC RATE SCHEDULE O-1 (BPU DOCKET NO. WR24110850)	$463.30			$507,314
TOTAL NEW JERSEY AMERICAN WATER COST PER MG	$3,449.90			
BASELINE ADDITIONAL WATER PURCHASES	$3,449.90		0.0	$0
LSLRC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR22010017)		$21.24		$254.88
SPECIAL PROGRAM CHARGE PER MONTH (BPU DOCKET NO. WR23050275)		$0.99		$11.88
RESIC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR24040240)		$63.18		$1,516.32
Number of Meters (16")		2		
TOTAL NEW JERSEY AMERICAN WATER				**$3,779,423.58**
NEW JERSEY WATER SUPPLY AUTHORITY				
BASE RATE - TIER 1 (27 MGD)	$365.00		9,855.0	$3,597,075
BASE RATE - TIER 2 (Purchases Above Base Contract)	$438.00		0.0	$0
TOTAL NEW JERSEY WATER SUPPLY AUTHORITY				**$3,597,075**
TOTAL			**10,950.0**	**$7,376,498.58**

SCHEDULE OF PROJECTED REVISED PURCHASED WATER COSTS

PURVEYOR	RATE PER MG	MINIMUM TAKE OR PAY AMOUNTS (MG)	COST
NEW JERSEY AMERICAN WATER			
BASE RATE TARIFF SCHEDULE G (BPU DOCKET WR26010010)	$3,181.00	1,095.0	$3,483,195
PWAC RATE SCHEDULE O-1 (BPU DOCKET NO. WR26010010)	$463.30		$507,314
TOTAL NEW JERSEY AMERICAN WATER COST PER MG	$3,644.30		
BASELINE ADDITIONAL WATER PURCHASES	$3,644.30	0.0	$0
LSLRC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR22010017)	$28.54		$342.48
(Fixed Service Charge Effective 07/01/2026)			
SPECIAL PROGRAM CHARGE (BPU DOCKET NO. WR25080467)	$1.22		$14.64
(Fixed Service Charge Effective 02/01/2026)			
RESIC FIXED CHARGE PER MONTH (BPU DOCKET NO. WR26010010)	$0.00		$0.00
Number of Meters (16")	2		
TOTAL NEW JERSEY AMERICAN WATER			**$3,990,865.62**
NEW JERSEY WATER SUPPLY AUTHORITY			
BASE RATE - TIER 1 (27 MGD)	$365.00	9,855.0	$3,597,075
BASE RATE - TIER 2 (Purchases Above Base Contract)	$438.00	0.0	$0
TOTAL NEW JERSEY WATER SUPPLY AUTHORITY			**$3,597,075**
TOTAL		**10,950.0**	**$7,587,941**

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

Incremental Purchased Water Costs (Contract Requirement)

NJAWC - 09/15/2026 thru 03/01/2027[1]	Base Rate	Take/Pay Volume (MGD)	Days in Period	Total Cost
Base Rate (Effective 09/15/2026)	$ 3,181.00	3.0	167	$ 1,593,681
Base Rate (In MWC Rates Effective 02/23/2026)	$ 2,986.60	3.0	167	$ 1,496,287
Change	$ 194.40			$ 97,394
Additional Purchased Water - Base Rates	$ 0.2987	223,847		$ 66,854
11/01/2025 thru 09/30/2026 [1a]	$ 0.3181	230		$ 73

NJAWC - 09/15/2026 thru 03/01/2027[1]	PWAC Rate	Take/Pay Volume (MGD)	Days in Period	Total Cost
PWAC Rate (Effective 09/15/2026)	$ 463.30	3.0	167	$ 232,113
PWAC Rate (In MWC Rates Effective 02/23/2026)	$ 463.30	3.0	167	$ 232,113
Change	$ -			$ -
Additional Purchased Water - PWAC 11/01/2025 thru 08/31/2026 [1a]	$ 0.0463	224,077		$ 10,381

NJAWC - 01/01/2026 thru 06/30/2026[2]	Fixed Charge per Month	Months in Period	Total Cost
LSLRC Fixed Charge (Effective 01/01/2026)	$ 12.93	6	$ 78
LSLRC (In MWC Rates Effective 02/23/2026)	$ 21.24	6	$ 127
Change	$ (8.31)		$ (50)

NJAWC - 07/01/2026 thru 03/01/2027[1]	Fixed Charge per Month	Months in Period	Total Cost
LSLRC Fixed Charge (Effective 07/01/2026)	$ 28.54	8	$ 228
LSLRC (In MWC Rates Effective 02/23/2026)	$ 21.24	8	$ 170
Change	$ 7.30		$ 58

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
BPU DOCKET NO. WR2610XXXX

Incremental Purchased Water Costs (Contract Requirement)

NJAWC - 02/01/2026 thru 03/01/2027[1]	Fixed Charge per Month	Months in Period	Total Cost
Special Program Charge (Effective 02/01/2026)	$ 1.22	13	$ 16
Special Program Charge (In MWC Rates Effective 02/23/2026)	$ 0.99	13	$ 13
Change	$ 0.23		$ 3

NJAWC - 11/29/2025 thru 05/29/2026[3]	Fixed Charge per Month	Months in Period	Total Cost
Resiliency and Env. System Investment Charge (Effective 11/29/2025)	$ 274.14	5	$ 1,371
RESIC Charge (In MWC Rates Effective 02/23/2026)	$ 126.36	5	$ 632
Change	$ 147.78		$ 739

NJAWC - 05/30/2026 thru 09/15/2026[4]	Fixed Charge per Month	Months in Period	Total Cost
Resiliency and Env. System Investment Charge (Effective 05/30/2026)	$ 586.04	5	$ 2,930
RESIC Charge (In MWC Rates Effective 02/23/2026)	$ 126.36	5	$ 632
Change	$ 459.68		$ 2,298
Total Deferred Purchased Water Costs			**$ 177,752**

[1] Assumes MWC PWAC rates effective date of 03/01/2027.

[1a] MWC base rates were effective as of 02/23/2026, but rates were settled based on actuals available as of 07/31/2025. Additional purchased water charges between Nov-2025 and Feb-2026 were not recovered in the base rate case.

[2] NJAWC Lead Service Line Replacement Charge per Rate Schedule O-2, Non-GMS Fixed Charge per Month. BPU Docket No. WR22010017, effective 01/01/2026.

[3] NJAWC Resiliency and Environmental System Investment Charge (RESIC) per Rate Schedule O-5, Exempt: 16" meters (two meters). BPU Docket No. WR24040240, 2nd surcharge effective 11/29/2025.

[4] NJAWC Resiliency and Environmental System Investment Charge (RESIC) per Rate Schedule O-5, Exempt: 16" meters (two meters). BPU Docket No. WR24040240, 3rd surcharge effective 05/30/2026. Rates reset to zero with new NJAWC base rates effective 09/15/2026.

MIDDLESEX WATER COMPANY
PURCHASED WATER ADJUSTMENT CLAUSE
RATE PROCEEDINGS COSTS
BPU DOCKET NO. WR2610XXXX

MWC 2026 PWAC Proceeding Costs		
Court Reporter	$650	
Public Hearing Notices	750	
Public Hearing Rental Space	150	
Misc Supplies	100	
Total	$1,650	
50% Sharing	50%	
		$825
NJAWC Base Rate Case Intervention Costs (1)		$30,000
Total Costs		

(1) Costs incurred as an active intervenor in the New Jersey American Water (NJAWC) base rate proceeding (BPU Docket No. WR26010010).