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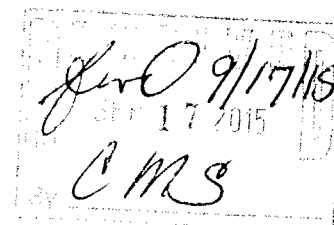
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September 16, 2015

VIA EMAIL AND REGULAR MAIL

Hon. Irene Kim Asbury, Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, New Jersey 08625-0350



**Re: IN THE MATTER OF THE PETITION OF NEW JERSEY-AMERICAN WATER COMPANY, INC. FOR APPROVAL OF INCREASED TARIFF RATES AND CHARGES FOR WATER AND SEWER SERVICE, CHANGE IN DEPRECIATION RATES AND OTHER TARIFF MODIFICATIONS
BPU Docket No. WR15010035**

Dear Secretary Asbury:

In accordance with the Board of Public Utilities' Order issued on September 11, 2015 in the above referenced matter, New Jersey-American Water Company, Inc. hereby submits its revised tariff, conforming to the terms and conditions of the Stipulation of Settlement and the Board's Order Adopting the Initial Decision/Stipulation, effective September 21, 2015.

Very truly yours,

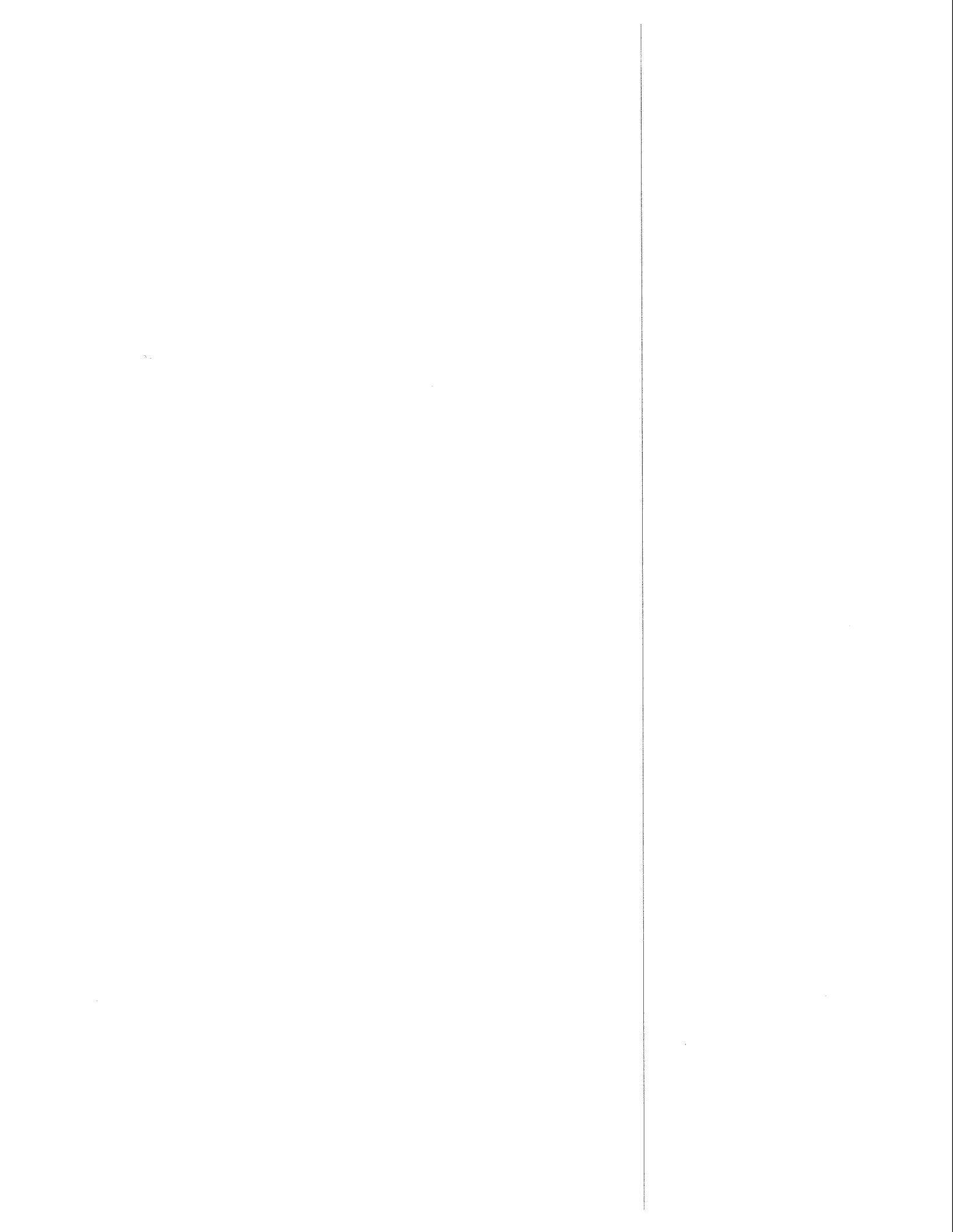
/s/ Robert J. Brabston

Robert J. Brabston

RJB:dlc

cc: Service list (via email) ✓

CMS



**IN THE MATTER OF THE PETITION OF NEW JERSEY AMERICAN WATER
COMPANY, INC. FOR APPROVAL OF INCREASED TARIFF RATES AND CHARGES
FOR WATER AND SEWER SERVICE, CHANGE IN DEPRECIATION RATES AND
OTHER TARIFF MODIFICATIONS**

**BPU DOCKET NO. WR15010035
OAL DOCKET NO. PUC 01166-2015N**

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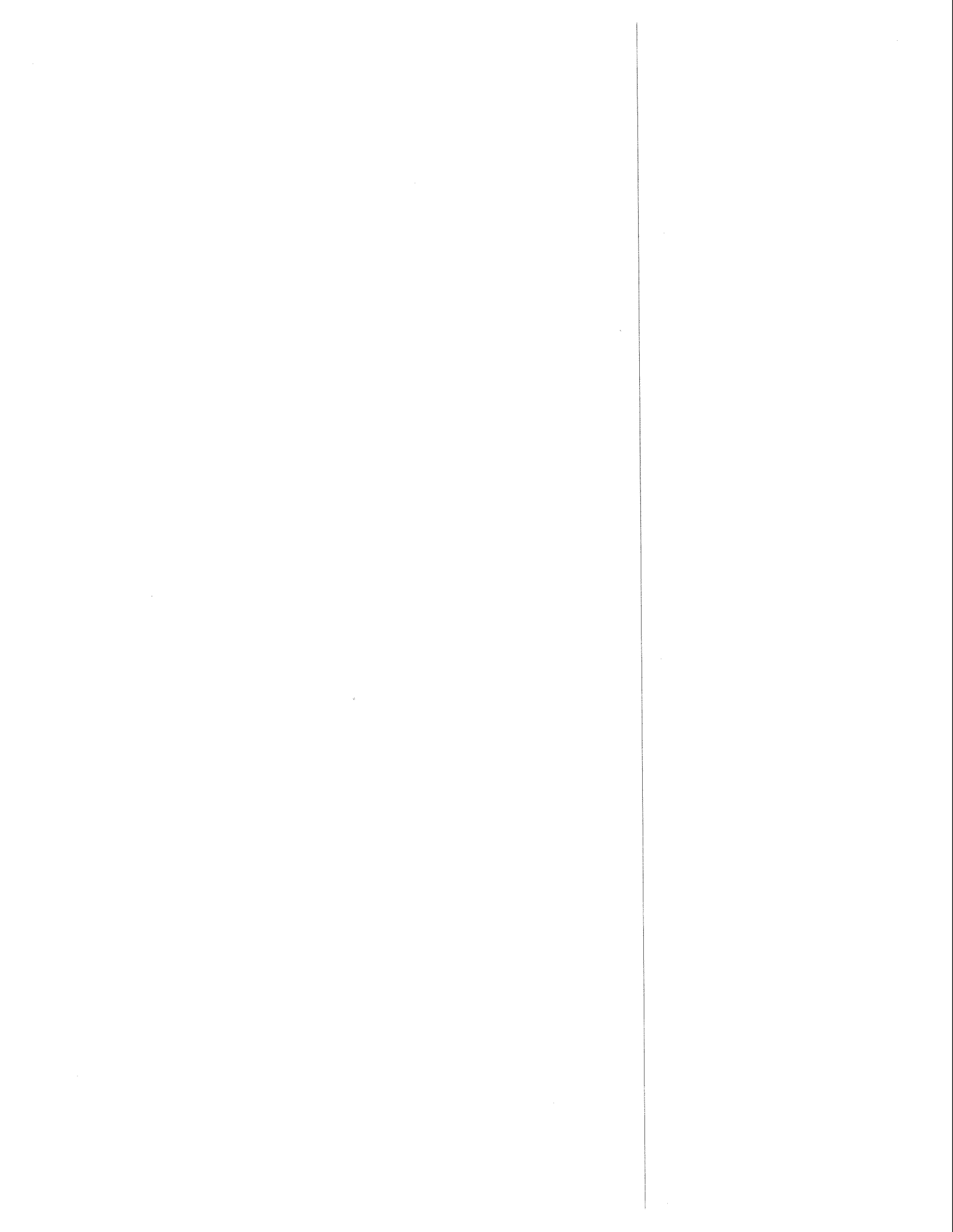
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BOARD OF PUBLIC UTILITIES
MAIL ROOM

NEW JERSEY-AMERICAN WATER COMPANY, INC.
B.P.U. No. 8 - Water and Wastewater

NEW JERSEY-AMERICAN WATER COMPANY, INC.

TARIFF FOR WATER AND WASTEWATER SERVICE

By: William M. Varley, President
1025 Laurel Oak Road, Voorhees, New Jersey 08043

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Issued: January 1, 2011

Effective: January 1, 2011

By: John Bigelow, President
1025 Laurel Oak Road, Voorhees, New Jersey 08043
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR10040260 dated December 6, 2010.

AN INTRODUCTION TO CUSTOMERS

The approved tariff located in the Company's office at 1025 Laurel Oak Road, Voorhees, NJ, is available for your review. The Company is obligated to keep its tariff current, including any changes approved by the Board of Public Utilities. The Company is required to maintain it in exactly the same format as the Company's tariff on file at the Board of Public Utilities, 44 South Clinton Avenue, 9th Floor, Trenton, NJ.

If, after you review this tariff and discuss it with appropriate Company employees, you still have questions regarding clarification or interpretations, please contact the Board of Public Utilities, Division of Water at 1-609-633-9800 or the Board's Division of Customer Assistance at 1-609-341-9188 or 1-800-624-0241, or at www.nj.gov/bpu/.

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 wastewater Company. Please feel free to exercise this right by telephone 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, including the area code. If the writer is a customer of record, the account number should be included.

The Company also has available in its office a leaflet entitled "The Utility Customer's Bill of Rights." 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 in the tariff that is detrimental to the customer, the Board's regulations supersede the tariff provision absent specific approval to the contrary by the NJ Board of Public Utilities. A utility company may provide for more liberal treatment than that provided for in the Board's regulations.

AN OVERVIEW OF COMMON CUSTOMER COMPLAINTS AND CUSTOMER RIGHTS

- (1) No public utility shall refuse to furnish or supply service to a qualified applicant. N.J.A.C. 14:3-3.1
- (2) The utility shall not place the name of a second individual on the account of a residential customer unless specifically requested by said second individual. (N.J.A.C. 14:3-3.2(b))

DEPOSITS

- (3) If after notice of the methods of establishing credit and being afforded an opportunity, a customer has not established satisfactory credit, the utility may require a deposit. The deposit amount shall be determined in accordance with N.J.A.C. 14:3-3.4.
- (4) The utility must furnish a receipt to any customer posting a deposit. The deposit will be returned with simple interest at a rate established annually by the Board of Public Utilities. Once the customer has established satisfactory credit with the utility, the deposit shall be returned to the customer with interest due. The customer has the option of receiving the deposit refund either by a check or a credit on the account. If a residential customer's deposit is not returned, the utility shall credit the customer's account with the accrued interest once every twelve months, in accordance with N.J.A.C. 14:3-3.5.

(Continued)

DEPOSITS
(Continued)

- (5) Where a water or wastewater 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

- (6) A customer is entitled to at least one deferred payment plan in one year. In the case of a residential customer who receives more than one utility service from the same utility (ex: water and wastewater; 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) The Company must renegotiate the deferred payment agreement should the customer document a significant change in financial situation. The Company must also issue a new discontinuance notice each time it intends to shut off service, including defaults on the terms of the agreement. 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

- (7) A water and wastewater utility shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute provided the undisputed charges are paid (N.J.A.C. 14:3-3A.2(e)5) and a request is made to the Board within five (5) days for investigation of the disputed charge. The Company must advise the customer of their right to appeal to the Board of Public Utilities. N.J.A.C. 14:3-7.6(b)
- (8) A customer has fifteen (15) days to pay a bill. A water and/or wastewater company may not discontinue water or wastewater service unless it has provided written notice giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. This written notice shall be sent by first class mail, apart from the bill and as a separate mailing. (N.J.A.C. 14:3-3A.3 (c)) The notice shall not be given until after the expiration of the said fifteen (15) day time to pay a bill. (N.J.A.C. 14:3-3A.3(b)) The notice shall contain sufficient information for the customer to notify the Board of Public Utilities of the nature of the dispute. The utility shall make a good faith effort to determine which of its residential customers are over 65 years of age, and shall make good faith efforts to notify such customers of discontinuance of service by telephone in addition to notice by regular mail. This effort may consist of an appropriate inquiry set forth on the notice informing customers that they may designate a third party to receive notice of discontinuance. Utilities shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party as well as to the customer of record. This provision shall not apply if Company makes a good faith effort to contact all residential customers by telephone prior to discontinuance and file with the Board a statement setting forth such procedure. N.J.A.C. 14:3-3A.4)
- (9) 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 discontinuance of service on Fridays, Saturdays and Sundays or on the day before a New Jersey State holiday or on a New Jersey State holiday, absent such emergency. N.J.A.C. 14:3-3A.1(c)

(Continued)

DISCONTINUANCE OF SERVICE

(Continued)

- (10) The Company shall make every reasonable attempt to determine when a landlord-tenant relationship is known to exist, and if the tenants are not the customers of record but are end-users, as these terms are defined at N.J.A.C. 14:3-1.1, discontinuance of service is prohibited unless the utility has given a 15-day written notice to the owner of the premises or to the customer of record to whom the last preceding bill was rendered. Further, the utilities shall use their best efforts to determine the names and addresses of each tenant, in order to provide such notice, for example, through mailings to landlords requesting a list of tenants. The utility shall use its best efforts to provide copies of the discontinuance notice to all tenants. In addition, the utility shall provide the tenant(s) with a fifteen (15) day written notice, which shall be hand delivered, mailed, or posted in a conspicuous area of the premises and in the common areas of multiple family premises. N.J.A.C. 14:3-3A.6(a) If a utility uses posting as the method of notice, each utility shall use its best efforts to also place a copy of the notice on each tenant's car windshield or under the door of each tenant's dwelling. In the case of tenants of single and two-family dwellings, each tenant shall also be provided with a 15-day individual notice. Each utility shall offer the tenant(s) continued service to be billed to the tenant(s) unless the utility demonstrates that such billing is not feasible. The continuation of service to a tenant shall not be conditioned upon payment by the tenant of any outstanding bills due upon the account of any other person. The utility shall not be held to the requirements of this provision if the existence of a landlord-tenant relationship could not be reasonably ascertained. N.J.A.C. 14:3-3A.6(b)
- (11) A customer has the right to have any complaint against the utility handled promptly by that utility. (Board Order, Docket No. CO8602155)
- (12) 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)
- (13) The utility shall have the right of reasonable access to customer's premises, and to all property furnished by the utility, at all reasonable times for the purpose of inspection of customer's premises incident to the rendering of service, reading meters, or inspecting, testing, or repairing its facilities used in connection with supplying the service, or for the removal of its property. (N.J.A.C. 14:3-3.6(a)) Service can be discontinued for refusal of reasonable access to customer's premises for necessary purposes in connection with rendering of service, including meter and remote reading device installation, reading or testing, or the maintenance or removal of the utilities property. (N.J.A.C. 14:3-3A.1(a)5.i) Reconnection fees as shown on Rate Schedule P-2 and Rate Schedule 9-A will be charged upon restoration of service.
- (14) It is the responsibility of a customer who wishes to voluntarily discontinue his or her service to notify the Company and request a final reading. A customer wishing to discontinue service shall give notice to the utility. Within 48 hours of said notice, the utility shall discontinue service or obtain a meter reading for the purpose of calculating a final bill. Where such notice is not received by the utility, the customer shall be liable for service until the final reading of the meter is taken. Notice to discontinue service will not relieve a customer from any minimum or guaranteed payment under any contract or rate, nor will it mitigate any of the obligations on Rate Schedules 1-A to 6-A, 8-A or 10-A. In accordance with N.J.A.C. 14:3-3A.1(b).

Issued: September 16, 2015

Effective: September 21, 2015

By: William M. Varley, President
1025 Laurel Oak Road, Voorhees, New Jersey 08043
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR15010035 dated September 11, 2015.

METER

- (15) The utility must provide for one free water meter test during any twelve (12) month period if the customer so requests it. (N.J.A.C. 14:3-4.5) A meter of a customer who has a complaint filed with the Board reflecting on the accuracy of the meter shall not be removed from service by the utility during the pendency of said complaint or during the following thirty (30) days unless otherwise authorized or directed by the Board. (N.J.A.C. 14:3-4.8(c)) When a billing dispute is known to exist, the 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 witness a testing of the meter by the utility, and that in any event the customer may have the test witnessed by a third party. (N.J.A.C. 14:3-4.5(c)) A meter test arising from a billing dispute may be appropriate in instances which include, but 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 a bill dispute. (N.J.A.C. 14:3-4.5 (d)) The customer can apply to the Board for a Board inspector to test the customer's meter. (N.J.A.C. 14:3-4.5(e)) For such a test, a fee, in accordance with N.J.S.A. 48:2-56, shall be paid to the Board by the customer at the time the application is made. N.J.A.C. 14:3-4.5(f)
- (16) Whenever a water meter is found to be registering fast by more than one and one-half percent, an adjustment of charges shall be made in accordance with the regulations which can be found at N.J.A.C. 14:3-4.6.
- (17) A water 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)
- (18) When the meter is not located inside the customer's building but outside in a meter pit, the customer shall not make connections or alterations inside the meter pit. All such connections are to be made outside of the meter pit on the customer's side of the meter. The meter pit or vault shall be installed at a location acceptable to, and with the express approval of, the Company. The Company may install, at the Company's discretion, radio transmitters or other remote meter reading devices on its meters and appurtenances as needed to promote efficient and accurate meter reads. Failure to comply with this requirement will be considered tampering with facilities of the Company and the customer will be subject to charges for repairs to damaged equipment and/or discontinuance of service. 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 and responsible for payment of any resulting damages.
- (19) When the customer's usage is obtained through an electronic ("encoder") read, that usage shall be deemed actual. No adjustment shall be made for a meter that is found to be registering less than 100 percent except in the case of meter tampering, non-registering meters or in circumstances in which the customer should reasonably have known that the bill did not reflect the actual usage. N.J.A.C. 14:3-4.6(d)

FORM OF BILL FOR METERED SERVICE

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 statement that the applicable rate schedule will be furnished upon request; (e) the amount of the bill; (f) a distinctive marking to indicate an estimated, averaged, or remote meter index and web address and telephone number where the customer can obtain a description of the method used; (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

Issued: September 16, 2015

Effective: September 21, 2015

By: William M. Varley, President
1025 Laurel Oak Road, Voorhees, New Jersey 08043
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR15010035 dated September 11, 2015.

STANDARD TERMS AND CONDITIONS

New Jersey-American Water hereby adopts the rules and regulations promulgated by the Board of Public Utilities of the State of New Jersey, some of which are referenced herein, and all of which are herein adopted and incorporated by reference. New Jersey-American Water provides water and wastewater service to various municipalities, all in the State of New Jersey.

Tariff B.P.U. No. 8 - Water and Wastewater is divided into a water section and a wastewater section. Each section is preceded by standard terms and conditions which are universally applicable. Tables of contents precede an alphabetical series of sequentially lettered tariff rate schedules for each section. The tables of contents denote the appropriate rate schedule applicability for all classes of service and are an integral part of this tariff.

The Corporate Office is located at 1025 Laurel Oak Road, Voorhees, New Jersey 08043. The Company's Customer Service personnel can be reached at 1-800-652-6987. Customers in Service Areas 2 and 3, as defined in the section titled "Area Served", can also call 1-800-272-1325 for assistance.

DEFINITIONS

The following are definitions of specific terms that are used in this document:

- 1- "Board" or "BPU" shall mean the New Jersey Board of Public Utilities.
- 2- "Company" or "New Jersey-American Water" shall mean New Jersey-American Water Company, Inc.
- 3- "Connecting line" is the portion of pipe that starts at the curb stop and conveys domestic water and/or fire service to the customer. The customer owns, and is responsible for the operation and maintenance of the connecting line.
- 4- "Curb stop" is the fitting attached to the service line, and is used primarily for turning on and shutting off water at the curb in emergencies, for purposes of repair or to discontinue service to a customer.
- 5- "Customer" means a person that is an end-user, a customer of record or both, as defined in N.J.A.C. 14:3-1.1. "Customer of Record" means the person that applies for utility service and is identified in the account records of a public utility as the person responsible for payment of the public utility bill. A customer may or may not be an end-user. "End User" means a person who receives, uses, or consumes water or wastewater service. An end user may or may not be a customer of record.
 - (a) A building under one-roof, owned or leased by one customer and occupied as one place of business or residence.
 - (b) A combination of buildings, owned or leased by one customer in one common enclosure, occupied by one family or business.
 - (c) A combination of buildings, such as a garden type apartment, owned or leased by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership.
 - (d) The one side of a double house having a solid vertical partition wall, so that it may be adapted to separate ownership.
 - (e) A building owned or leased by one person, of more than one apartment and using in common one hall and one entrance.
 - (f) A building owned or leased by one person, having a number of apartments or offices, and using a common one hall and one or more means of entrance.
 - (g) A public building or a single plot such as a park or a playground.
 - (h) A water or wastewater utility.
 - (i) A building or combination of buildings owned by one customer or entity located on contiguous property not intersected or intervened by another customer or entity.

(Continued)

Issued: September 16, 2015

Effective: September 21, 2015

By: William M. Varley, President
1025 Laurel Oak Road, Voorhees, New Jersey 08043
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR15010035 dated September 11, 2015.

STANDARD TERMS AND CONDITIONS

DEFINITIONS (Continued)

- 6- "DEP" shall mean the New Jersey Department of Environmental Protection.
- 7- "Extension" is an addition to the existing system of mains, intended to service more than one customer, either at the time of installation or in the future.
- 8- "Interruptible Service" means service which may be interrupted in the sole discretion of the Company on not less than three (3) hours' notice to the customer by telephone or otherwise.
- 9- "Main" is a pipe or conduit for conveying water or wastewater. A "water main" will exclusively convey water and a "sewer main" will exclusively convey wastewater.
- 10- "Meter" is a device to measure the quantity of water, wastewater and/or the rate of flow delivered to or from a customer.
- 11- "Meter pit" is a structure that houses a small meter or meters less than or equal to 2-inches. Unless agreed to by the Company and the customer, it is installed, furnished and maintained by the Company.
- 12- "Meter vault" is a structure that houses a meter or meters larger than 2-inches. Unless explicitly agreed to by the Company and the customer in writing, it is located and designed by the Company, and constructed, installed, furnished and maintained by the Customer at the sole expense to the customer. The Company will ensure that the vault is kept clear of any of its equipment that is no longer in service, to the extent possible.
- 13- "Person" means an individual, firm, joint venture, partnership, co-partnership, corporation, association, State, county, municipality, public agency or authority, bi-state or interstate agency or authority, public utility, regulated entity, cable television company, cooperation association, or joint stock association, trust, limited liability company, governmental entity, or other legal entity, and includes any trustee, receiver, assignee, or personal representative thereof. (N.J.A.C. 14:3-1.1)
- 14- "PSTAC" or "Purchased wastewater treatment adjustment clause" is a provision that authorizes a utility to adjust its rates to compensate for an increase or decrease in the cost of wastewater treatment purchased from a wastewater treatment purveyor. (N.J.A.C. 14:9-7.2)
- 15- "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)
- 16- "PWAC Year" and "PSTAC Year" shall mean the twelve-month period beginning each April 1 and ending March 31 of the following calendar year.
- 17- "Residential customer" means a customer who receives service from a regulated entity for use in a residence. (N.J.A.C. 14:3-1.1)
- 18- "Sales for Resale Customer" means a municipal water system, a Municipal Utilities Authority, a County Utilities Authority, a Water Supply Authority, district or commission or a water utility regulated by the Board.
- 19- "Service line" is the portion of pipe that starts from a main and ends at the curb stop. The service line is owned, operated and maintained by the Company. (N.J.A.C. 14:3-8)
- 20- "Tap" is the fitting inserted in the main to which the service line is attached. It is used to facilitate the tapping of the main and for shutting off water in case of repairs to the service line.
- 21- "Tariff," as referred to herein, is the entire "Tariff for Water and Wastewater Service" as the same may be amended or revised from time to time in accordance with N.J.A.C. 14:3-1.3, Tariffs.
- 22- "Water connection" includes all service line, taps and curb stops necessary to supply customers with water at their premises from the Company's water mains.
- 23- "Water service" is the act of providing water to a customer.

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STANDARD TERMS AND CONDITIONS
WATER

DOMESTIC, INDUSTRIAL AND COMMERCIAL WATER SERVICE CONNECTION

- 1- Inquiry for a water service connection may be made by mail, telephone (888.237.1333) or via the Company's website at www.amwater.com/njaw, and the Company will provide and submit to the applicant, if necessary, any and all forms to be filled out and signed by the owner, or their agents, for the premises to be supplied, including the identity of the customer of record.
- 2- Such inquiry shall be made a reasonable time before required to obtain the installation of service lines and accessories by the Company, as hereinafter defined, for new buildings and premises not previously supplied.
- 3- Separate inquiry shall be made for each premise and for each type of water service requested to be furnished (*i.e.* consumptive, irrigation, construction, etc.).
- 4- Water connections shall be made by the Company subject to the prior existence of a main that is adequately sized in terms of capacity and pressure required for the specific water connection within a public right of way or water company easement abutting the property or premises to be served except in the case where the location of the connection is proposed to be on the long side of a divided (raised or grass) state highway, in which case the customer will be required to enter into a main extension agreement. The acceptance of such inquiries shall in no way obligate the company to extend its distribution mains to abut the property or premises except as hereinafter provided.
- 5- The connection shall be in accordance with the applicable laws including but not limited to those of the BPU, DEP and all federal, state and local agencies.
- 6- Company is not obligated to install more than one service and meter for each property or premises. Furthermore, in those instances where more than one service is requested the company reserves the right to recapture all costs associated with the additional service(s).
- 7- Whenever the Company reconnects service to a customer under the following conditions, a charge will be rendered, for providing this service as described in Rate Schedule P-2.
 - 7.i. Whenever the Company has determined that a customer's service has been reconnected without the permission of the Company after service has been terminated for non-payment of bills or violation of the Company's tariff, the Company will terminate the customer's service for a second time and give written notice to the customer that if service is reconnected again without the permission of the Company, it will be necessary for the Company to excavate and physically disconnect service. A reconnection charge will be applied as set forth in Rate Schedule P-2 of the present tariff.
 - 7.ii. Customers in default in the payment of a bill may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. Service shall not be discontinued for failure to make such deposit except after proper notice to the customer. If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and may require that the deposit be restored to its original amount. N.J.A.C. 14:3-3.4(f)
- 8- The Company shall review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years to determine whether the customer has established credit satisfactory to the Company. 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, Return of deposits, interest on deposits.
- 9- If the deposit has remained with the Company for at least three months, without default, it will be returned to the customer with simple interest on an annual basis at a rate established annually by the Board of Public Utilities. Deposits shall cease to bear interest upon the discontinuance of service.

(Continued)

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STANDARD TERMS AND CONDITIONS
WATER

DOMESTIC, INDUSTRIAL AND COMMERCIAL WATER SERVICE CONNECTION (Continued)

- 10- Water sales to customers or entities using trucks or tanks that require additional attention can affect the Company's daily operations. A surcharge may be applied as listed in Rate Schedule P-1 of the present tariff.
- 11- A deposit may be required to guarantee payment for water service used for general construction and contracting purposes in an amount equal to the cost of the meter furnished. The deposit, less the cost of repairs to the meter, if any, will be refunded after surrender of the meter and payment of all charges for water supplied through it.
- 12- Physical connections, such as cross-connections, interconnections, valves, pumps, or similar devices, either permanent or temporary, connecting the pipelines or facilities of the Company with other pipelines or facilities supplied with water from other sources will not be permitted without the express written consent of the Company. Water which has once been drawn from the Company's distribution network and used for any purpose or stored in tanks, is considered an unapproved source of supply.
- 13- The Company may require a cross-connection protective device on a customer's service, in accordance with N.J.A.C. 7:10-10, which will be purchased and installed at the expense of the customer. The cross-connection device shall be of the type approved by the Company. Inspection and testing at intervals, in accordance to N.J.A.C. 7:10-10, will be performed at the expense of the customer.
- 14- No device or connection is permitted between pipes carrying water from the mains of the Company and any portion of the plumbing system of the premises, which may under any condition permit back-flow or back-siphonage unless prior written permission has been granted by the Company.
- 15- Customers requesting a relocation of their service line will be required to pay a fee for the new service line and elimination of the existing service line.
- 16- Customers requesting a relocation of a Public Fire Hydrant will be required to pay a fee for its relocation.
- 17- Installation of electronic meter reading devices and other equipment designed to facilitate efficient and accurate meter reads, protect the integrity of the water system and/or quality of the water supplied by the Company may be required from any customer as a condition of service at the discretion of the Company.

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STANDARD TERMS AND CONDITIONS
WATER

SERVICE AND CONNECTING LINES

Company Side – Service Lines

- 1- The Company is responsible for the installation and maintenance of the service line. N.J.A.C. 14 :3-8.1 et seq.
- 2- Only employees of the Company or persons duly authorized to do so by the Company are permitted to operate or otherwise access the curb stop.
- 3- No service line shall be used to supply more than one customer unless authorized in advance by the Company in writing.
- 4- Where two or more customers are supplied through a single service line, the customers must provide a suitable location(s) for a separate meter and separate shut-off valve that will be dedicated to each customer. The piping of the building must be so arranged that each customer can be supplied through an independent meter, shut off valve and piping system as may be required by the Company, at the Company's discretion. The meter pit or vault shall be installed at a location acceptable to, and with the express approval of, the Water Company.
- 5- No single building or single group of buildings in one common enclosure and under one ownership shall be supplied by more than one service line.

Customer Side – Connecting Lines

- 6- Connecting lines are owned, installed, maintained and repaired by the customer at the customer's sole expense. The connecting line should be maintained in a condition conducive for the Company to perform the services required to serve the customer. If the connecting pipe is not so maintained, any failure of this pipe following the operation of the curb stop by the Company will be the responsibility of the customer. While performing its duties, if the Company notices that the connecting pipe or other customer owned and maintained appurtenances appear to be in poor condition, the Company will attempt to notify the customer of such, including that the customer may desire to contact a licensed plumber for a professional evaluation and/or repair of the connecting pipe and appurtenances. Failure to repair a leaking connecting line is grounds for termination of water service. N.J.A.C. 14:3-3A.1(a)5.x
- 7- Connecting lines should be installed, without sharp bends, at right angles to the line of the street and shall be installed in the trench not less than 3-1/2 feet in depth to avoid damage and possible interruption to service caused by freezing. Other utility service lines shall not be installed in the same trench as the connecting line.
- 8- No attachment shall be made to the connecting line between the curb stop and the meter except as otherwise authorized by the Company. Unauthorized attachments are grounds for termination of service. N.J.A.C. 14:3-3A.1(a)5.ii
- 9- Connecting lines should not be less than ¾ inch in inside diameter.
- 10- A customer must install a water pressure reducing valve where required by State of New Jersey plumbing code. If a water pressure reducing valve is required to be installed, the customer must install a pressure relief valve (collectively both are referred to as the "Valves"). In all cases, the costs of installation and maintenance of the Valves shall be borne by the customer. The customer shall own and be obligated to maintain the Valves. The Company will not be liable for damage due to meter failures if the customer is located in a high pressure zone and does not have a pressure reducing valve or has a pressure reducing valve downstream from a water meter that is installed inside the premises.

For meters less than or equal to 2 inches the pressure reducing valve will be located on the downstream side of the meter if the meter is located outside of the customer's premises and on the upstream side of the meter, if the meter is located inside of the customer's premises. For meters greater than 2 inches the pressure reducing valve will always be located on the upstream side of the meter.
- 11- The customer is required to make all changes in the connecting line due to changes in grade, relocation of mains, or other causes only if such changes are mandated by a municipality, county, state or other governmental body.

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STANDARD TERMS AND CONDITIONS
WATER

FINANCIAL AID

- 1- The Company understands that from time to time its customers may have difficulty paying their water and/or wastewater bills issued by the Company. If at any time customers find that they cannot pay their water and/or wastewater bill by the due date, the Company requests that the customers contact the Company's Customer Service Center, prior to the due date, to work out a payment arrangement with the Company to avoid a shut-off of service, at 1-800-652-6987.
- 2- In addition to working out payment arrangements with customers in times of financial difficulty, the Company has also established a residential customer assistance program for its low income customers who are having difficulty paying their water and/or wastewater bills issued by the Company. This residential customer assistance program, called the H2O Help to Others Assistance Program, is designed to provide financial assistance to qualified residential customers to pay their water and/or wastewater bills and protect them from an unnecessary discontinuance of their water and/or wastewater service. A grant from the H2O Help to Others Assistance Program may be awarded to cover a portion or all of the residential customer's outstanding bill based on the customer's ability to pay, income level and the availability of funds in the program. For more information about this program, please contact NJ Shares at 1-877-652-9426 or any subsequent program administrator whose contact information may be found on the Company's web site.
- 3- The Company established a second residential customer assistance program for customers with a total annual income at or below 200% of the Federal Poverty guidelines called the H2O Help to Others Low Income Payment Program ("LIPP") or Discount Program. Through this program, the Company will provide a discount off of the customer's monthly bill. The actual H2O LIPP discount is set equal to the customer's applicable water Fixed Service Charge (not greater than a 1" meter charge). If the customer is also provided wastewater service by the Company, the customer is also eligible for a wastewater service discount equal to the water service discount amount. Residential customers who need help and qualify for the H2O LIPP should call the NJ Shares toll free number at 1-877-652-9426 or any subsequent program administrator whose contact information may be found on the Company's web site. Upon acceptance into the LIPP, residential customers who receive Social Security benefits or Medicare coverage can qualify for a credit equal to the current DSIC surcharge rate per Rate Schedule K on their monthly bill (not greater than the current 1" DSIC surcharge).
- 4- Upon acceptance into the LIPP, qualifying residential customers will be offered the opportunity to enroll in the Company's Conservation Program. Conservation Program offerings are free of charge to residential customers enrolled in the LIPP and can include instructions on performing a home water audit, a retrofit kit for use with certain appliances and fixtures, and a leak repair of fixtures for which the customer is responsible (value up to \$300).

BUDGET BILLING

The Company will make available to residential customers whose accounts do not reflect past-due balances the option to pay their bills on a monthly, budgeted basis. The budget billing plan year will be a twelve (12)-month time frame. It would allow a customer to pay a predetermined monthly amount, based upon the customer's average usage. If a customer is a new customer with little or no prior history of utility use, the monthly budget amount shall be determined using a reasonable estimate of likely usage. The budget billing plan will be made available to eligible customers by bill insert or bill message at least twice in each twelve (12)-month period. The Company will "true up" the actual cost of service rendered as determined by actual meter readings and the actual monthly budgeted amount at the beginning of the budget plan year, and at least once during the budget plan year if the true-up performed during the customer's budget plan year reveals an increase or decrease of twenty-five (25) percent or more in the monthly budget amount and the Company will adjust the budget billing plan up or down, if necessary. There shall be no more than one such adjustment during the budget plan year. The Company will notify the customer of any change in the budget billing amount prior to such change. A final bill for the budget plan year shall be issued in the last month of the budget plan year, and shall contain the month's monthly budget amount, plus an adjustment of any difference between said amount and the actual cost of service rendered during the budget plan year. Payment of this final balance due is required before the customer will be allowed to participate in the budget billing program for the upcoming budget billing plan year. The Company shall notify the budget billing plan customers in writing of a revised monthly budget amount at least ten (10) working days before the due date the initial bill of the next budget plan year. Should the customer opt out of the budget billing plan, payment of the total charges incurred to date will be due immediately, or, in the alternative, agree to enter into a deferred payment agreement according to N.J.A.C. 14:3-7.7; or a credit will be applied to the account, whichever is applicable. The plan bill shall contain the information required by N.J.A.C. 14:3-7.2, Form of Bill for Metered Service, N.J.A.C. 14:3-7.3 Form of Bill for Unmetered Service, and N.J.A.C. 14:3-7.4, Method of Billing. Should the customer breach the terms of the budget billing plan by failing to make the monthly payments as required under the plan or by having a budget billing plan payment returned due to insufficient funds, the Company reserves the right to terminate the customer's participation from the program; payment of total charges incurred to date will be due immediately, or, in the alternative, the Company and the customer will agree to enter into a deferred payment agreement according to N.J.A.C. 14:3-7.7.

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STANDARD TERMS AND CONDITIONS
WATER

WATER MAIN EXTENSIONS

- 1- The Company will extend water service in accordance with all applicable laws of the State of New Jersey and Board of Public Utilities regulations and orders including N.J.A.C. 14:3-8.1 et seq.

Information on how to apply for a water main extension can be found on the Company's website at <http://www.amwater.com/njaw/working-with-us/doing-business-with-us/developers-customer-resources.html>.

The application form can be downloaded, filled out and faxed in to the Company at the fax number provided on the application.

CUSTOMER'S PREMISES

- 1- The Company may refuse to provide a water connection, or furnish water through a connection pipe already installed, when a customer's piping system is not installed in accordance with the regulations of the Company and of the municipality in which the premises are located; or when the system on the premises is not at sufficient depth to prevent freezing.
- 2- The Company shall have the right of reasonable access to customer's premises, and to all property furnished by the Company, at all reasonable times for the purpose of inspection of customer's premises incident to the rendering of service, reading meters, or installing, relocating, inspecting, testing, replacing or repairing its facilities used in connection with supplying the service, or for the removal of its property. (N.J.A.C. 14:3-3.6) Service can be discontinued for refusal of reasonable access to customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, installation, replacement or relocation of meter reading devices, or the maintenance or removal of the utilities property. (N.J.A.C. 14:3-3A.1(a)5.i) Reconnection fees as shown on Rate Schedule P-2 will be charged upon restoration of service.
- 3- Customers shall not permit access to the meter and other appliances of the Company except by authorized employees of the Company or properly authorized state or local inspectors.
- 4- In all cases the customers should not interfere with property of the Company, but should immediately notify the Company of any problem.
- 5- It is the sole responsibility of each customer to ensure that all piping and appurtenances within a customer's premises comply with state, municipal and other public health regulations in force with respect hereto including state and local plumbing codes. The piping and appurtenances shall be maintained in a condition conducive for the Company to perform the services required to serve the customer.
- 6- In any premises where devices are used which might produce a back pressure, such as steam boilers, carbonation equipment for soft drinks, booster pumps, etc., a check valve shall be installed by the customer at the meter. In the event such check valve is installed, pressure relief valves should be provided by the customer in the system.
- 7- In any premises where an auxiliary water source is available, the pipes carrying water from the mains of the Company are required to be marked in some distinctive manner for ready identification.

PRIVATE FIRE PROTECTION SERVICE

- 1- Customers desiring a separate service connection for private fire service are required to make separate written application for such service on forms prescribed by the Company. Private fire service installations are made in accordance with the provisions of this tariff regarding the installation of service and connecting pipes and other facilities.
- 2- Service lines designated for private fire protection are installed for customers requiring a private fire service to supply sprinkler heads or hose connections. Any connection in which sprinkler heads and/or hose connections are supplied through a domestic service connection are not considered as part of a private fire protection service and shall not be deemed as part of this section. The utility shall have the right to suspend or curtail or discontinue service for any of the following acts or omissions on the part of the customer: tampering with any facility of the utility; fraudulent representation in relation to the use of service; and connecting and operating in such manner as to produce disturbing effects on the service of the utility or other customers. (N.J.A.C. 14:3-3A.1(a)5)

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PRIVATE FIRE PROTECTION SERVICE (Continued)

- 3- The connection shall be in accordance with the applicable laws including but not limited to those of the BPU, DEP and all federal, state and local agencies
- 4- Unless specified by the Company, dedicated private fire service lines are to be used exclusively for fire protection purposes and should be equipped with special meters.
- 5- A "multi-use" service is not a private fire service. Please refer to Schedule P-3 for the terms and conditions regarding multi-use service.
- 6- The Company shall not be liable for any loss, injury, casualty or damage resulting from fire or water, or other agency, resulting from the supply or use of water service or the failure thereof, which may occur on account of the installation or presence of a private fire service connection, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises, or connected therewith.
- 7- The Company may not discontinue water service unless it has provided written notice giving the customer at least thirty (30) days' notice prior to the proposed discontinuance. 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, and service may be discontinued without further notice.

PUBLIC FIRE PROTECTION SERVICE

- 1- Upon application or request by a duly authorized representative of a municipality in the Company's service area, the Company will install fire hydrants for purposes of public fire protection. The locations of such hydrants are selected by agreement between officials of the municipalities and representatives of the Company after careful consideration. Municipalities or the designated customer of record (e.g. local fire district) shall pay the Company a charge for service to public fire hydrants within that municipality as provided in the applicable rate schedule set forth in this tariff.

EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY

- 1- Discontinuance of service for failure to comply with use restrictions. For compliance by the utility in good faith with any governmental order or directive, notwithstanding that such order or directive subsequently may be held to be invalid, the Company may, upon reasonable notice, suspend, curtail, or discontinue service pursuant to N.J.S.A. 48:2-23, N.J.S.A. 48:2-24, and N.J.A.C. 14:3-3A for any of the following acts or omissions on the part of the customer:
 - (1) Connecting or operating any piping or other facility, including but not limited to, lawn sprinkling on the customer's premises in such a manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective; or
 - (2) Continuing waste of water by customers after notice from the utility through improper or imperfect pipes, fixtures, or failure to comply with restrictions; or
- 2- 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.
- 3- 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.

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STANDARD TERMS AND CONDITIONS
WATER

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

- 4- 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 damages or inconvenience resulting there from. In the event of an extraordinary demand and/or diminished supply, or when operational issues make such actions desirable, including, among other things, protecting the integrity of the system and permit conditions, the Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a newspaper of general circulation in the utility service area. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other sections of this tariff.
- 5- 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, or any successor agency or department pursuant to the Water Supply Management Act, or other statutes or regulations of the state or federal government. Such interruptions or restrictions shall be reported to the Department of Environmental Protection, if necessary, 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 et seq., within one week. Thereafter the utility shall provide weekly reports for the duration of the emergency.
- 6- When the supply of water to individual customers is to be discontinued or curtailed for the customer's failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise such customer(s) by placing a door tag 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 door tags, they shall be sequentially numbered and include the date, time and nature of the violation and the procedure for restoration of service. All such notices shall be accounted for by the utility.

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STANDARD TERMS AND CONDITIONS
WATER

GENERAL RULES

- 1- Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, if service shall be interrupted, irregular, or defective, or fail because of breakdown or emergency, the Company will not be liable for damage, inconvenience or lost income resulting there from.
- 2- A customer's responsibility to pay for water service continues from the time service is commenced, pursuant to his/her 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 the applicable service. Upon receipt of such notice, the Company will arrange for a final meter reading and billing. No allowance will be made in case of non-occupancy, unless the Company is notified in writing as stated above.
- 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 any purpose, such as steam boilers, are cautioned to provide their own means of providing such special uninterrupted service. When the supply is to be interrupted or curtailed, the Company will endeavor to give notice.
- 4- The Company does not undertake to supply any uniform quality of water for special purposes, such as laboratories, manufacturing or processing plants, swimming pools, bleaching or dyeing plants, or laundries. Customers requiring water of special quality, or water free from discoloration or turbidity, are required to provide their own means of treating water, or provide such other protection as may be deemed necessary for the purpose required.
- 5- The location of meters and the arrangement of the fittings and piping are subject to inspection and approval of the Company and should meet Company's requirements presented herein.
- 6- Neither by inspection approval nor failure to approve, nor in any other way, does the Company give any guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer or leased by the customer from third parties.
- 7- The Company will not be liable for any loss, 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.
- 8- No unauthorized person is permitted to turn the water on or off at any street valve, corporation stop, curb stop, or other street connection, or disconnect or remove any meter without the consent of the Company.
- 9- No agent or employee of the Company shall have authority to bind it, by any promise, agreement, or representation not provided in this tariff, or in any way inconsistent therewith.
- 10- 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.
- 11- The quantity of water recorded by the meter shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering fast by more than one and one-half percent (1.5%) or has ceased to register.
- 12- All service provided by the Company except public fire protection shall be metered. Thus, no unmetered water service connections are permitted except as otherwise set forth herein or approved by the Company.
- 13- The Company shall own and provide without charge for each customer supplied on a measured basis, a meter or meters and such appurtenances related to the meter as are customarily furnished by the Company, such as encoders, radio transmitters, meter pits, or other devices designed to facilitate the collection of accurate and efficient meter reads. This section does not apply to meter vaults.

(Continued)

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By: William M. Varley, President
1025 Laurel Oak Road, Voorhees, New Jersey 08043
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR15010035 dated September 11, 2015.

STANDARD TERMS AND CONDITIONS
WATER

GENERAL RULES (Continued)

- 14- The Company requires that all meters be housed inside meter pits (for meters that are less than or equal to 2-inches) or meter vaults (for meters that are larger than 2-inches). Where more than one service type exists (domestic, private fire protection or irrigation) all meters shall be housed inside a meter vault if any one meter is greater than two inches. The Customer is responsible for the installation and maintenance of meter vaults. All meter pits and meter vaults will be located outside of the Customer's structure in a location acceptable to the express approval of the Water Company. Notwithstanding the foregoing, the Company may grant an exception to this rule on a case by case basis at the Company's discretion.
- 15- The Company maintains and repairs meters except in case of misuse or damage by the customer or the customer's invitees, agents, representatives or contractors, in which case the Company shall charge the customer for repairing and replacing the meter, said charge to be based on the costs related to the removing, repairing, replacing and/or resetting the meter. The charge will be made in accordance with Rate Schedule P-2.
- 16- All bills will be computed in accordance with the rates of the Company as shown in this Tariff, and 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.
- 17- Where more than one rate schedule is available to particular customers, the utility shall have at all times the duty to assist such customers in the selection of the rate schedule most favorable for their individual requirements and to make every reasonable effort to insure that such customers are served under the most advantageous schedule.
- 18- Throughout the tariff one cubic foot is equivalent to 7.48 gallons.
- 19- Upon the request of a customer, the Company shall send a Spanish language version of the notice of discontinuance for nonpayment. N.J.A.C. 14:3-3A.3(e)
- 20- The Company reserves the right to require any customer having unusual requirements of demand, services or supply to enter into a special written contract, which contract shall provide for the mutual obligations of the customer and Company. Special contracts will be filed with the Board.
- 21- In case of fraud, deception, illegal use, or when it is clearly indicated that the customer is preparing to leave, the Company may demand immediate payment of accounts and terminate service without further notice.
- 22- The Company reserves the right to change, take from or add to this tariff and the Standard Terms and Conditions, to the extent permitted by law, or permitted by the applicable regulations of the state regulatory body having jurisdiction.
- 23- For all materials furnished or services rendered to any governmental agency or unit of the United States, New Jersey, or sub-unit thereof, that is not covered by any other tariff provision or rate schedule, and which pertain to hydrants, meters or situations involving emergencies, the charges will be 10% more than the total of the following applicable items:
 - (a) Equipment and materials: actual costs;
 - (b) Labor charges: actual costs (including base plus fringe); and,
 - (c) Other charges: actual costs (such as permits, police protection, contractor labor, restoration, etc.).

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STANDARD TERMS AND CONDITIONS
WATER

SPECIAL PROVISIONS

- 1- Residential service may not be discontinued for non-payment for a period of up to two months if a medical emergency exists within the premises and which would be aggravated by the shut off so long as the customer provides the Company with reasonable proof of his or her inability to pay and a physician's written statement as to the existence of the emergency, its nature and probable duration, and that termination of service will aggravate the medical emergency. This period of non-discontinuance may be extended as set forth in N.J.A.C. 14:3-3A.2(j). Notwithstanding the foregoing, the customer remains liable to the Company for the payment of services rendered, subject to the provisions of N.J.A.C. 14:3-7.6, at the end of the period of medical emergency. N.J.A.C. 14:3-3A.2(i).
- 2- The utility shall use its best efforts to provide copies of the discontinuance notice to all tenants. In addition, the utility shall provide the tenant(s) with a fifteen (15) day written notice, which shall be hand delivered, mailed, or posted in a conspicuous area of the premises and in the common areas of multiple family premises. N.J.A.C. 14:3-3A.6(a). If a utility uses posting as the method of notice, each utility shall use its best efforts to also place a copy of the notice on each tenant's car windshield or under the door of each tenant's dwelling. In the case of tenants of single and two-family dwellings, each tenant shall also be provided with a 15-day individual notice. Each utility shall offer the tenant(s) continued service to be billed to the tenant(s) unless the utility demonstrates that such billing is not feasible. Tenants seeking continuation of service under this provision shall supply the utility with a copy of a valid lease or rental agreement. The continuation of service to a tenant shall not be conditioned upon payment by the tenant of any outstanding bills due upon the account of any other person. The utility shall not be held to the requirements of this provision if the existence of a landlord-tenant relationship could not be reasonably ascertained. N.J.A.C. 14:3-3A.6(b).
- 3- The Company shall have the right to suspend or curtail or discontinue service for any of the following reasons (N.J.A.C. 14:3-3A.1(a)):
 1. For the purpose of making permanent or temporary repairs, changes or improvement in any part of its system;
 2. For compliance in good faith with any governmental order or directive, regardless of whether such order or directive subsequently may be held to be invalid;
 3. For non-payment of a valid bill due for service furnished at a present or previous location, in accordance with N.J.A.C. 14:3-3A.2. However, non-payment for business service shall not be a reason for discontinuance of residence service except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8;
 4. For nonpayment of a deposit, in accordance with N.J.A.C. 14:3-3A.9;
 5. For any of the following acts or omissions on the part of the customer:
 - (i) Refusal of reasonable access to the customer's premises in accordance with N.J.A.C. 14:3-3.6;
 - (ii) tampering with any facility of the Company;
 - (iii) fraudulent representation in relation to the use of service;
 - (iv) customer moving from the premises, unless the customer requests that service be continued;
 - (v) providing service to others without approval of the Company;
 - (vi) refusal to contract for service where such contract is required;
 - (vii) connecting and operating equipment in such manner as to produce disturbing effects on the service of the Company or other customers;
 - (viii) failure of the customer to comply with reasonable Standard Terms and Conditions;
 - (ix) where the condition of the customer's installation presents a hazard to life or property; or
 - (x) failure of a customer to repair any faulty facility of the customer.

(Continued)

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STANDARD TERMS AND CONDITIONS
WATER

SPECIAL PROVISIONS (Continued)

- 4- Service shall be restored within 12 hours upon proper application when: 1. all of the conditions under which service was discontinued are corrected; and 2. payment of all charges due is received at the utility or at an authorized payment center and the utility has received notice of the payment. Any other provision notwithstanding, the utility shall restore service within 12 hours if there is a complaint involving such matters before the Board and Board staff so directs the utility. N.J.A.C. 14:3-3A.9
- 5- If more than one meter test is made within a twelve (12) month period at the request of the customer and the meter is found to be accurate, the Company shall charge the customer for this meter test at the rate set forth in Rate Schedule P-2 for each additional test. (N.J.A.C. 14:3-4.5). If the meter is found to register fast by more than one and one-half percent (1.5%) of the water passed through the meter at full capacity, the customer will not be charged for the test. N.J.A.C. 14:3-4.6
- 6- If a meter is found to be registering less than 100 percent of the service provided, the utility shall not adjust the charges retrospectively or require the customer to repay the amount undercharged, except if: 1) the meter was tampered with; 2) the meter failed to register at all; or 3) the circumstances are such that the customer should reasonably have known that the bill did not reflect the actual usage. In cases where the meter registers zero usage for an entire billing period, and the customer has knowingly taken and received water service, the customer shall be deemed to have reasonable knowledge that the meter may be defective or malfunctioning. If a meter is found to be registering less than 100 percent of the service provided because of theft or tampering, the utility may require immediate payment of the amount the customer was undercharged. In cases of a charge to a customer's account under 2 or 3 above, the customer shall be allowed to amortize the payments for a period of time equal to that period of time during which the customer was undercharged.
- 7- Rules concerning estimated bills for residential customers are as follows: (1) The Company shall maintain a regular meter reading schedule and make a reasonable effort to read all meters, (2) The Company, upon request, must make available to all customers a postage-paid business reply card on which the customer may mark the meter reading. Said card shall have appropriate explanation. The utility must permit the customer to telephone the meter reading to the utility. The customer reading is to be used in lieu of an estimated reading, provided the reading is received in time for billing, (3) When the Company estimates an account for four consecutive billing periods (monthly accounts), or two consecutive billing periods (bi-monthly and quarterly accounts), the Company must initiate a program to mail a notice marked "Important Notice" to the customer on the fifth and seventh months explaining that a meter reading must be obtained and said notice must explain the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted, the Company may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board of Public Utilities has been so notified, and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the utility may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for non-payment. The reconnection charge shall become due when service is restored, whether the Company or an authorized professional physically restores service. Unauthorized reconnections shall be considered theft of service. Unauthorized reconnections by a customer no longer in arrears, shall be considered tampering with utility facilities. (4) The Company must submit to the Board of Public Utilities a statement detailing their estimating procedures. (5) An estimated bill must be clearly designated as such. (6) If low estimates result in a customer receiving an actual bill that is at least twenty five percent (25%) greater than the prior estimated bill, the Company shall allow the customer to amortize the excess amount. The amortization will be in equal installments over a period of time equal to the period when no actual meter reading was taken by the customer or the Company. (7) Annually, the Company shall notify all customers of their rights to amortize as set forth in N.J.A.C. 14:3-7.2.

(Continued)

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STANDARD TERMS AND CONDITIONS
WATER

SPECIAL PROVISIONS (Continued)

- 8- If for any reason a utility cannot read a customer's meter, the utility may use estimated billing in accordance with N.J.A.C. 14:3-7.2(c). Customers may request a special reading for a meter where a high bill or other reason exists to believe the meter reading used for billing purposes is in error.
- 9- A customer having two or more meters (excluding meters for Service to Privately Owned Fire Protection Systems under applicable Rate Schedules set forth in the tariff) on the same premises will be charged at the tariff rate for the quantity of water equivalent to the sum registered on all of the meters on the premises, subject to a facilities charge equal to the sum of the facilities charges for each meter. Private Fire Protection services will be charged separately, in agreement to the present tariff.
- 10- Residential customers served by a water service line of two (2) inches or less in diameter will not be imposed a standby fee for fire protection system.

LATE PAYMENT CHARGE

- 1- Should a nonresidential customer fail to make payment as specified under Terms of Payment in Rate Schedules A-1, A-3, A-5, A-8, A-10, A-14, A-15, F, 1-A, 2-A, 3-A, 4-A, 8-A, 10-A, and 11-A, the Company may, on the twenty-sixth (26th) day, assess a late charge equivalent to 1/12th the prime rate as published in the Money Rates column in *The Wall Street Journal*. Service to state, county or municipal government entities will not be subject to a late payment charge. The charge will be applied to the previous billed amount that is not paid at the time the next monthly bill is prepared. The amount of the late payment charge to be applied to the Customer's account shall be calculated by multiplying the previous unpaid bill amount by the late charge rate. When payment is received by the Company from a Customer who has an unpaid balance which includes charges for late payment, the Customer's payment shall be applied first to the oldest aged unpaid bill amount and its applicable late charge, and then to the next oldest aged bill amount and late charge. Notwithstanding the foregoing shut off provisions in accordance with N.J.A.C. 14:3-3A will still apply to past due accounts.

MULTI-USE SERVICE

- 1- Multi-use service is only available to franchise customers who submit a completed application to the Company. 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.
- 2- All multi-use service lines shall be metered and the meter shall be located in a meter pit or vault located outside of the Customer's structure. The meter pit or vault shall be installed at a location acceptable to the express approval of the Water Company.
- 3- If a customer requests a change in meter size associated with a multi-service meter, the customer must re-apply for service and re-certify each item addressed below and in Rate Schedule P-3.

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

1. The customer has complied with all of the terms and conditions set forth on Rate Schedule P-3.
2. To include a backflow prevention device(s) as defined at N.J.A.C. 7:10-1.3, and as specified at N.J.A.C. 7:10-10.3;
3. To be solely responsible for all costs and expenses relating to the installation, operation, maintenance, repair and replacement of the customer's water system, including the fire suppression system and backflow prevention device(s);
4. To ensure that 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 sub-codes; and
5. 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.
6. To be subject to disconnection under the standard terms and conditions as apply to fire protection service or multi-use service in accordance with the Board's rules governing discontinuance of such service at N.J.A.C. 14:3-3A.4(j) and N.J.A.C. 14:9-8.3

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THIS SHEET RESERVED FOR FUTURE USE

Issued: March 30, 2007

Effective: March 30, 2007

By: Walter Lynch, President
131 Woodcrest Road, Cherry Hill, New Jersey 08003
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR06030257 dated April 2, 2007.

AREA SERVED – WATER SERVICE

This tariff shall apply to the service area of the Company, which includes all or part of the following municipalities and all other places as may be permitted by law. This tariff shall also apply to other systems under contract wherever served. Hereafter, and unless otherwise specified herein,

- **Service Area 1** refers to the water service area of New Jersey-American Water Company as it existed prior to January 1, 2007;
- **Service Area 2** refers to the water service area of the former Elizabethtown Water Company;
- **Service Area 3** refers to the water service area of the former Mount Holly Water Company;
- **Service Area 1A** refers to the water service area of the former South Jersey Water Supply Company;
- **Service Area 1B** refers to the water service area of the former Pennsgrove Water Supply Company;
- **Service Area 1C** reserved for future use; and
- **Service Area 1D** refers to the service area of the former Applied Wastewater Management, Inc. (“Applied”)
- **Service Area 1E** refers to the service area including all customers formerly served by the Borough of Haddonfield or located within the geographic boundaries of Haddonfield.

Unless otherwise indicated, all municipalities and customers referenced below having no numeric designation next to their names were served by New Jersey-American Water Company as it existed prior to January 1, 2007. All municipalities and customers with a (2) designation next to their names were served by the former Elizabethtown Water Company prior to January 1, 2007, with a (3) designation next to their names were previously served by the former Mount Holly Water Company prior to January 1, 2007, with a (1A) designation next to their names were previously served by the former South Jersey Water Supply Company prior to November 1, 2007, with a (1B) designation next to their names were previously served by the former Pennsgrove Water Supply Company prior to November 1, 2007, and with a (1D) designation next to their names were previously served by Applied Wastewater Management, Inc. prior to September 1, 2010. Where a municipality was served in part by two of the former water companies listed above, service provided by New Jersey-American Water Company as it existed prior to January 1, 2007 shall be identified by a (1) designation.

All municipalities for which the Company provides water service only to a portion of the municipality are reflected by a double asterisk (**) designation.

Atlantic County

Franchise Customers

Cities

Absecon
 Linwood
 Northfield
 Pleasantville
 Somers Point

Townships

Egg Harbor
 Galloway **

Burlington County

Franchise Customers

Boroughs

Palmyra
 Riverton

Cities

Beverly

Townships

Burlington **
 Cinnaminson
 Delanco
 Delran
 Eastampton (3)
 Edgewater Park
 Hainesport (3)
 Lumberton (3)
 Mansfield (3)
 Maple Shade**
 Mt. Laurel **
 Mt. Holly (3)
 Pemberton **
 Riverside
 Southampton (3)
 Springfield (3) **
 Westampton (3)

Resale Customers

Evesham Township MUA
 Township of Moorestown
 Medford Township
 Mt. Laurel Township MUA
 Township of Maple Shade

(Continued)

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AREA SERVED - WATER SERVICE
(Continued)

Camden County

<u>Franchise Customers</u>		<u>Resale Customers</u>
<u>Boroughs</u> Audubon Audubon Park Barrington Bellmawr ** Clementon ** Gibbsboro Haddon Heights Haddonfield (1E) Hi-Nella Laurel Springs Lawnside Lindenwold Magnolia Mt. Ephraim Oaklyn Runnemede Somerdale Stratford	<u>Cities</u> Camden (11th and 12th Wards) ** <u>Townships</u> Cherry Hill ** Gloucester ** Haddon ** Pennsauken ** Voorhees	Township of Haddon Aqua New Jersey Water Co. Borough of Berlin Merchantville-Pennsauken Water Commission Winslow Township MUA Borough of Pine Hill

Cape May County

<u>Franchise Customers</u>		<u>Resale Customers</u>
<u>Cities</u> Ocean City <u>Townships</u> Middle ** Upper		Middle Township Water District #2

Essex County

<u>Franchise Customers</u>		<u>Resale Customers</u>
<u>Boroughs</u> North Caldwell **	<u>Townships</u> Cedar Grove ** Irvington Livingston ** Maplewood Millburn South Orange Village ** West Orange	Township of Livingston

Gloucester County

<u>Franchise Customers</u>		<u>Resale Customers</u>
<u>Townships</u> East Greenwich ** Harrison (1A) Logan (1) & (1B) Mantua** Woolwich**		Deptford Township MUA East Greenwich Township Elk Township MUA Mantua Township MUA Township of West Deptford City of Woodbury Borough of Pitman Borough of Woodbury Heights Borough of Glassboro Borough of National Park

(Continued)

AREA SERVED - WATER SERVICE
 (Continued)

Hunterdon County

<u>Franchise Customers</u>	
<u>Boroughs</u>	<u>Townships</u>
Frenchtown	Raritan (2) Readington (2)** Tewksbury (2) (1D)**

Resale Customers
 Flemington Borough (2)

Mercer County

<u>Franchise Customers</u>	
<u>Boroughs</u>	<u>Townships</u>
Princeton (2)	Hopewell (2) ** Lawrence (2)** West Windsor (2)

Resale Customers
 Borough of Hopewell (2)
 Lawrenceville Water Company (2)

Middlesex County

<u>Franchise Customers</u>	
<u>Boroughs</u>	<u>Townships</u>
Dunellen (2) Jamesburg Middlesex (2)** South Plainfield (2) **	Cranbury (2) Edison (2)** Monroe ** Piscataway (2) ** Plainsboro (2) ** South Brunswick (2) **

Resale Customers
 Edison Water Company (2)
 Township of South Brunswick (2)
 Middlesex Water Co. (2)
 Monroe Township Water (2)

Monmouth County

<u>Franchise Customers</u>	
<u>Boroughs</u>	<u>Cities</u>
Allenhurst Bradley Beach Deal Eatontown Fair Haven Highlands Interlaken Little Silver Monmouth Beach Neptune City Oceanport Red Bank ** Rumson Sea Bright Shrewsbury Tinton Falls Union Beach West Long Branch	Asbury Park Long Branch <u>Townships</u> Aberdeen ** Colts Neck ** Freehold ** Holmdel ** Howell ** Middletown Neptune (incl. Ocean Grove) Ocean Shrewsbury <u>Villages</u> Loch Arbour

Resale Customers
 Borough of Avon
 Borough of Belmar
 Lake Como Borough
 Borough of Matawan
 Borough of Red Bank
 Borough of Keansburg
 Shorelands Water Company
 Farmingdale Borough

(Continued)