

BOARD OF PUBLIC UTILITIES

OCT 24 2019

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CASE SETTLEMENT

OCT 24 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION SETTLEMENT

OAL DOCKET NO. PUC 06559-19

AGENCY DKT. NO. WR19030417

**IN THE MATTER OF THE PETITION OF
PINELANDS WATER COMPANY FOR APPROVAL
OF AN INCREASE IN ITS RATES FOR WATER
SERVICE AND OTHER TARIFF CHARGES.**

Jay L. Kooper, Vice President, General Counsel and Secretary (Middlesex Water and Wastewater Company/Pinelands Water and Wastewater Company)

Peter Van Brunt and **Patricia Krogman**, Deputy Attorneys General, for Staff of the Board of Public Utilities (Gurbir S. Grewal, Attorney General of New Jersey, attorney)

Debra F. Robinson and **Susan E. McClure**, Assistant Deputies Rate Counsel, for Division of Rate Counsel (Stefanie A. Brand, Director)

Record Closed: October 16, 2019

Decided: October 17, 2019

BEFORE TRICIA M. CALIGUIRE, ALJ:

This proceeding involves a petition by Pinelands Water Company for an increase in its rates for water service and to make other tariff changes, filed on March 29, 2019, with the Board of Public Utilities (Board). On May 14, 2019, the Board transmitted this matter to the Office of Administrative Law (OAL), for determination as a contested case. At the same time,

the Board transmitted to the OAL a companion matter filed by Pinelands Wastewater Company, in which the petitioner was seeking an increase in its rates for wastewater service, and to make other tariff changes.

A joint telephone prehearing conference was held on June 5, 2019, during which all parties requested consolidation of the petition of Pinelands Water Company, bearing OAL Docket Number PUC 06559-19, with the petition of Pinelands Wastewater Company, bearing OAL Docket Number PUC 06560-19. I issued an order of consolidation on June 10, 2019, and a prehearing order on June 13, 2019.

On July 8, 2019, a duly-noticed¹ public hearing was held in the Company's service territory, at 5:00 p.m., at Laurel Hall in Leisuretown Association, 236 Huntington Drive, Southampton, New Jersey. Over two hundred members of the public attended the public hearing; twenty-eight persons, including two local elected officials, made comments and several submitted documents to support their comments. Most of the speakers objected to the proposed rate increases by both Pinelands Water Company and Pinelands Wastewater Company; some raised specific concerns regarding local service of one or the other company. Several speakers had specific criticisms of the companies' financial and operational management practices. The comments made by the public, petitioners, staff of the Board, and the representative of the Division of Rate Counsel were transcribed and made a part of the record.

By letter dated October 16, 2019, petitioners, by and through General Counsel Jay Kooper, notified the undersigned that all parties in the consolidated matter had reached settlement and had executed two Stipulations of Settlement, one for each of the underlying rate cases. Accordingly, on October 17, 2019, I issued an Order to Sever OAL Docket Number PUC 06559-19, from OAL Docket Number PUC 06560-19.

On October 16, 2019, the parties filed a Stipulation of Settlement which resolves all issues in the proceeding docketed as PUC 06559-19. (J-1.) Said Stipulation of Settlement has been signed by petitioner, staff of the Board, and the New Jersey Division of Rate Counsel.

¹ Proof of service and publication of the public notice of the hearing was made part of the record.

The Stipulation of Settlement indicates the terms of settlement, and is attached and fully incorporated herein.

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

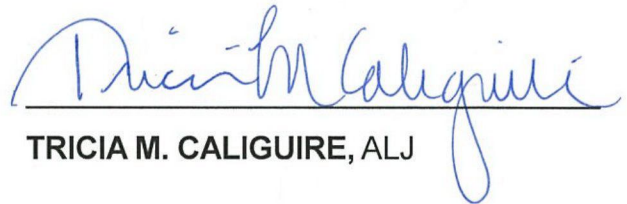
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document.
2. The settlement fully disposes of all issues in controversy between the parties and is consistent with the law.

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

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

October 17, 2019

DATE



TRICIA M. CALIGUIRE, ALJ

Date Received at Agency:

10-18-19

Date Mailed to Parties:

10-18-19

nd

APPENDIX

EXHIBITS

Jointly Submitted:

J-1 Stipulation of Settlement

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

RECEIVED

2019 OCT 16 P 1:08

STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

In the Matter of Pinelands :
Water Company for Approval :
of an Increase in its Rates for Water :
Service and Other Tariff Changes :

OAL Docket No. PUC 06559-2019S
BPU Docket No. WR19030417

STIPULATION OF SETTLEMENT

APPEARANCES:

Jay L. Kooper, Esq., General Counsel, and Stephen B. Genzer, Esq., Saul Ewing Arnstein & Lehr, LLP, on behalf of Pinelands Water Company, Petitioner

Peter Van Brunt, Deputy Attorney General, for the Staff of the New Jersey Board of Public Utilities (Gurbir S. Grewal, Attorney General of the State of New Jersey)

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

TO THE HONORABLE TRICIA M. CALIGUIRE, ALJ AND THE BOARD OF PUBLIC UTILITIES:

This Stipulation of Settlement resolves all issues in OAL Docket No. PUC 06559-2019S and BPU Docket No. WR19030417 in which Pinelands Water Company (the “Company” or “Petitioner”) seeks to increase its rates for water service and other tariff changes. The parties to this Stipulation of Settlement (“Stipulation”) are the Company, the Division of Rate Counsel (“Rate Counsel”), and the Staff of the Board of Public Utilities (“Staff”) (collectively, the “Signatory Parties”). As a result of an analysis of Petitioner’s pre-filed testimony and exhibits, extensive discovery conducted, conferences, negotiations, and a public hearing held on July 8, 2019 in Southampton, New Jersey, the Signatory Parties have come to an agreement on the issues in dispute in this matter. The Signatory Parties hereto agree and stipulate as follows:

The procedural history of this matter is as follows:

On March 29, 2019, Petitioner, a public utility corporation of the State of New Jersey, pursuant to N.J.S.A. 48:2-21, N.J.A.C. 14:1-5.11 and N.J.A.C. 14:1-5.12, filed a petition to increase rates for water service and to make other tariff changes. Specifically, the Company requested a rate increase of \$189,104 or approximately 22.49% above the adjusted annual level of revenues for the test year ending September 30, 2019. The Board of Public Utilities (“Board”) transferred this matter to the Office of Administrative Law as a contested case on April 5, 2019 where it was assigned to Administrative Law Judge Tricia M. Caliguire (“ALJ Caliguire”). On May 8, 2019, the Board issued an Order suspending the Company’s proposed rate increase until August 29, 2019. Thereafter, the Board further suspended the proposed rate increase to December 29, 2019. On June 10, 2019, ALJ Caliguire issued an Order of Consolidation in which she consolidated this matter with the matter examining Pinelands Wastewater Company’s petition to increase rates for wastewater service (BPU Docket No. WR19030418 and OAL Docket No. PUC 06560-2019S).

After proper notice, a public hearing was held on July 8, 2019 at Laurel Hall located in the Leisuretowne Association at 236 Huntington Drive in Southampton, New Jersey, with ALJ Caliguire presiding. Members of the public appeared and their comments were heard by the Signatory Parties and ALJ Caliguire. Approximately 28 individuals spoke at the public hearing. Their comments generally concerned the magnitude of the increase requested. The Board also received numerous petitions in opposition to the proposed increase from members of LeisureTowne, Inc., which constitutes a portion of the Petitioner’s customer base. Subsequently, settlement discussions were held, and agreements reached during those discussions have resulted in the following Stipulation by the Signatory Parties:

1. The Company's total rate base for purposes of this proceeding is agreed to be \$2,731,974. The Signatory Parties agree to an overall rate of return of 8.30%, which is based on a capital structure of 49.92% equity with a cost rate of 9.60% and 50.08% long-term debt with a cost rate of 7.00%.

2. The Signatory Parties stipulate to a revenue increase for the Company of \$133,506, or 16.12% over present revenues of \$828,376, for total proposed annual revenues of \$961,882 (See Exhibit A – Proof of Revenue). The Signatory Parties agree that this revenue requirement represents the level of revenues necessary to ensure that the Company will continue to provide safe, adequate, and proper water service to its customers. No increase will take effect until the Board has had a full opportunity to review and make a determination regarding this stipulation and issues a written order approving any such increase.

3. The Signatory Parties agree that the proposed revised tariff rate pages, together with other revisions, attached hereto as Exhibit B, implementing the terms of this Stipulation, should be adopted by the Board in their entirety.

4. This Stipulation is the product of extensive negotiations by the Signatory Parties, and it is an express condition of the settlement embodied by this Stipulation that it be presented to the Board in its entirety without modification or condition. It is also the intent of the Signatory Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Signatory Parties to this Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from the order adopting same as to those issues upon which the Signatory Parties have

stipulated herein. The Signatory Parties agree that the within Stipulation reflects mutual balancing of various issues and positions and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Signatory Parties hereto expressly and jointly state that they would not have signed this Stipulation had any terms been modified in any way. In the event any particular aspect of this Stipulation is not accepted and approved by the Board, then any Signatory Party hereto materially affected thereby shall not be bound to proceed under this Stipulation. The Signatory Parties further agree that the purpose of this Stipulation is to reach fair and reasonable rates, and that it will avoid protracted and costly litigation of certain issues and that with respect to any policy or other issues which were compromised in the spirit of reaching an agreement, none of the Signatory Parties shall be prohibited from or prejudiced in arguing a different policy or position before the Board in any other proceeding, as such agreements pertain only to this matter and to no other matter.

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

PINELANDS WATER COMPANY

October 10, 2019
Date

By: Jay Kooper
Jay L. Kooper, Esq.
General Counsel

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

Date

By: _____
Peter Van Brunt,
Deputy Attorney General

STEFANIE A. BRAND, ESQ.
DIRECTOR – RATE COUNSEL

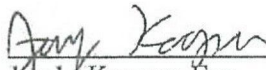
Date

By: _____
Susan McClure, Esq.
Assistant Deputy Rate Counsel

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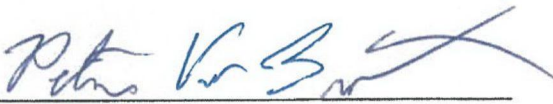
PINELANDS WATER COMPANY

October 10, 2019
Date

By: 
Jay L. Kooper, Esq.
General Counsel

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

10-10-2019
Date

By: 
Peter Van Brunt,
Deputy Attorney General

STEFANIE A. BRAND, ESQ.
DIRECTOR – RATE COUNSEL

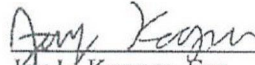
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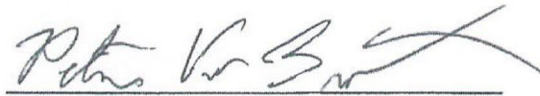
PINELANDS WATER COMPANY

October 10, 2019
Date

By: 
Jay L. Kooper, Esq.
General Counsel


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

10-10-2019
Date

By: 
Peter Van Brunt,
Deputy Attorney General

STEFANIE A. BRAND, ESQ.
DIRECTOR - RATE COUNSEL

10/16/19
Date

By: 
Susan McClure, Esq.
Assistant Deputy Rate Counsel

PINELANDS WATER COMPANY
 PROOF OF REVENUE
 BPU DOCKET NO. WR19030417

SUMMARY OF PROJECTED REVENUES

| | PRESENT RATES | PROPOSED RATES | DIFFERENCE | % CHANGE |
|---------------------------|------------------|-------------------|------------|-------------|
| RESIDENTIAL | \$ 787,186 | \$ 914,633 | \$ 127,447 | 16.19% |
| MUNICIPAL HYDRANT SERVICE | \$ 37,601 | \$ 43,684 | 6,083 | 16.18% |
| MISCELLANEOUS | \$ 3,590 | \$ 3,590 | - | 0.00% |
| ROUNDING | \$ (1) | \$ (25) | (24) | 0.00% |
| GRAND TOTAL | \$ 828,376 | \$ 961,882 | \$ 133,506 | 16.12% |

SUMMARY OF PROPOSED RATES

RATE INCREASE - 16.18%

GENERAL WATER SERVICE
CONSUMPTION CHARGES
 /---RATE PER 1,000 Gallons---\

| <u>CURRENT</u> | <u>PROPOSED</u> |
|----------------|---------------------------|
| \$2.8044 | \$3.2570 WQ Adjusted Rate |

FACILITIES CHARGES
 /---QUARTERLY---\

| METER SIZE | <u>CURRENT</u> | <u>PROPOSED</u> |
|---------------|----------------|-----------------|
| 5/8" | \$33.90 | \$39.39 |
| 3/4" | 50.79 | 59.01 |
| 1" | 84.63 | 98.31 |
| 1 1/2" | 169.20 | 196.56 |
| 2" | 270.72 | 314.52 |

PRIVATE FIRE SERVICE
FACILITIES CHARGES

| METER SIZE | /---MONTHLY---\ | | /---QUARTERLY---\ | |
|---------------|-----------------|-----------------|-------------------|-----------------|
| | <u>CURRENT</u> | <u>PROPOSED</u> | <u>CURRENT</u> | <u>PROPOSED</u> |
| 5/8" | \$11.30 | \$13.13 | \$33.90 | \$39.39 |
| 3/4" | \$16.93 | 19.67 | 50.79 | 59.01 |
| 1" | \$28.21 | 32.77 | 84.63 | 98.31 |
| 1 1/2" | \$56.40 | 65.52 | 169.20 | 196.56 |
| 2" | \$90.24 | 104.84 | 270.72 | 314.52 |

MUNICIPAL HYDRANT SERVICE

| | <u>CURRENT</u> | <u>PROPOSED</u> |
|---------|----------------|-----------------|
| HYDRANT | \$404.31 | \$469.72 |

PINELANDS WATER COMPANY
 PROOF OF REVENUE
 BPU DOCKET NO. WR19030417

EXISTING RATES

| <u>FACILITIES CHARGES</u> | | RESIDENTIAL | | | TEST YEAR |
|--------------------------------------|--------------|--------------|------------------------|----------------------------|------------------|
| <u>METER</u> | <u>BILLS</u> | <u>RATE</u> | <u>REVENUE</u> | <u>NET ADJUSTMENTS</u> | <u>REVENUE</u> |
| 5/8" | 2,380 | \$33.90 | \$80,682 | | |
| 3/4" | 7,308 | 50.79 | 371,173 | | |
| 1" | 12 | 84.63 | 1,016 | | |
| 1 1/2" | 8 | 169.20 | 1,354 | | |
| 2" | 12 | 270.72 | 3,249 | | |
| | 9,720 | | \$457,474 | | \$457,474 |
| <u>CONSUMPTION</u> | 117,990,109 | \$0.00279440 | \$329,712 | | \$329,712 |
| TOTAL RESIDENTIAL | | | <u>\$787,186</u> | <u>\$0</u> | <u>\$787,186</u> |
| | | | PUBLIC FIRE PROTECTION | | |
| NUMBER OF HYDRANTS | | | 93 | | |
| ANNUAL CHARGE PER HYDRANT | | | <u>\$404.31</u> | | |
| TOTAL PUBLIC FIRE PROTECTION | | | <u>\$37,601</u> | | |
| MISCELLANEOUS | | | \$3,590 | | |
| ROUNDING | | | <u>(\$1)</u> | | |
| TOTAL PROJECTED REVENUES ALL CLASSES | | | | | <u>\$828,376</u> |

PINELANDS WATER COMPANY
 PROOF OF REVENUE
 BPU DOCKET NO. WR19030417

PROPOSED RATES

RESIDENTIAL

FACILITIES CHARGES

| <u>METER</u> | <u>BILLS</u> | <u>RATE</u> | <u>REVENUE</u> | <u>NET ADJUSTMENTS</u> | <u>PROPOSED REVENUE</u> |
|--------------------|--------------|---------------------|------------------|----------------------------|-----------------------------|
| 5/8" | 2,380 | \$39.39 | \$93,748 | | |
| 3/4" | 7,308 | 59.01 | 431,245 | | |
| 1" | 12 | 98.31 | 1,180 | | |
| 1 1/2" | 8 | 196.56 | 1,572 | | |
| 2" | <u>12</u> | 314.52 | <u>3,774</u> | | |
| | 9,720 | | \$531,519 | | \$531,519 |
| <u>CONSUMPTION</u> | | | | | |
| | 117,990,109 | <u>\$0.00324700</u> | <u>\$383,114</u> | | <u>\$383,114</u> |
| | | | <u>\$914,633</u> | <u>\$0</u> | <u>\$914,633</u> |

PUBLIC FIRE PROTECTION

| | | |
|--|----|-----------------|
| NUMBER OF HYDRANTS | 93 | |
| ANNUAL CHARGE PER HYDRANT | | <u>\$469.72</u> |
| TOTAL PROJECTED PUBLIC FIRE PROTECTION | | <u>\$43,684</u> |

| | | |
|---------------|--|-------------|
| MISCELLANEOUS | | 3,590 |
| ROUNDING | | <u>(25)</u> |

| | | |
|--------------------------------------|--|------------------|
| TOTAL PROJECTED REVENUES ALL CLASSES | | <u>\$961,882</u> |
|--------------------------------------|--|------------------|

PINELANDS WATER COMPANY

EXHIBIT B
Seventh Revised Title Page
Canceling
Sixth Revised Title Page

B.P.U. No. 2 - WATER

PINELANDS WATER COMPANY
TARIFF
FOR
WATER SERVICE
APPLICABLE IN
SOUTHAMPTON TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY

Date of Issue: March 29, 2019

Effective for service
Rendered on and after:
November 4, 2019

Issued by: G. Christian Andreasen, Jr., President
Pinelands Water Company
485C Route 1 South
Suite 400
Iselin, New Jersey 08830

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated October 25, 2019, in
Docket No. WR19030417

AN INTRODUCTION TO CUSTOMERS

The tariff located here in the Company's offices 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 at 1-609-341-9188 or 1-800-624-0241 or on their website at 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 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 of the most frequent customer complaints and rights; it does not include all customer rights or utility obligations.

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

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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. (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 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 request 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 received more than one utility service from the same utility (ex: water and sewer; gas and electric) and the amount which is in arrears is a combination of those services, the utility shall offer a separate deferred payment agreement for each service based on the outstanding balance for that service. (N.J.A.C. 14:3-7.7(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 agreement shall constitute grounds for discontinuance of only that service. (N.J.A.C. 14:3-7. 7(f))

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 Pinelands Water Company
 485C Route 1 South
 Suite 400
 Iselin, New Jersey 08830

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 (15) days after the postmark date of the outstanding bill. The notice of discontinuance for nonpayment shall provide the customer with at least 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 (15) 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))

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Suite 400
Iselin, New Jersey 08830

METERS

- (12) The utility must provide for one free water 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 utility shall, prior to removing the meter, advise the customer that the meter may be tested by the utility or may have the Board of Public Utilities conduct the test of the meter or witness a testing of the meter by the utility, or the customer may have the test witnessed by a third party. (N.J.A.C. 14:3-4.5) Upon application to the Board, for a meter test, a \$5.00 fee, in accordance with N.J.S.A. 48:2-56, shall be paid by the customer at the time application is made. (N.J.A.C. 14:3-4.5) 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 be registering fast by more than one and one-half percent, an adjustment of charges shall be made in accordance with the following: (1) If the date when the meter had first become inaccurate can be definitely ascertained then the adjustment shall be such percentage as the meter is found to be in error at the time of test adjusted 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 since the previous test. No adjustment shall be made for a period greater than the time during which the customer has received service through that meter. No adjustment shall be made for a meter that is found to be registering less than 100 percent except in the case of meter tampering, non-registering meters or in circumstances in which the customer should reasonably have known that his bill did not reflect his usage. (N.J.A.C. 14:3-4.6)
- (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))

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FORM OF BILL FOR METERED SERVICE

- (15) Bills rendered must contain the following: (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 average 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)

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THE UTILITY CUSTOMER'S

BILL OF RIGHTS

ESTABLISHED BY THE BOARD OF PUBLIC UTILITIES (BPU)

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

1. You have the right to utility service if you are a qualified applicant.
2. You shall not be asked to pay unreasonably high deposits as a condition of service, nor to make unreasonable payments on past-due bills.
3. You have the right to budget billing, or payment plans if you are a water customer.
4. You are entitled to at least one deferred payment plan in one year.
5. You have the right to have any complaint against your utility handled promptly by that utility.
6. You have the right to call upon the New Jersey State Board of Public Utilities (BPU) to investigate your utility complaints and inquiries. Your service may not be terminated for nonpayment 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 discontinuance of service.

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THE UTILITY CUSTOMER'S

BILL OF RIGHTS
(Continued)

- 9. Residential service may be shut-off, after proper notice, Monday through Thursday, 8:00 a.m. to 4:00 p.m. A utility may not shut-off residential service on Friday, Saturday, Sunday or a holiday or the day before a holiday or if a valid medical emergency exists in your household.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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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First Revised Sheet No. 1
Canceling
Original Sheet No. 1

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PINELANDS WATER COMPANY

B.P.U. No. 2 - WATER

EXHIBIT B
First Revised Sheet No. 7
Canceling
Original Sheet No. 7

TERRITORY SERVED

This tariff shall apply to the service area of the Company which includes retail service to the communities known as Hampton Lakes and LeisureTowne in the Southampton Township in Burlington County.

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STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 TARIFF, as referred to herein, is this entire "Tariff for Water Service" as the same may be amended or revised from time to time.
- 1.2 WATER SERVICE includes all service necessary to supply customers with water at their premises.
- 1.3 A CUSTOMER is a person, partnership, firm, corporation, governmental subdivision or agency receiving water service to premises, as hereinafter defined.
- 1.4 PREMISES include the following:
 - (a) A building under one roof owned or leased by one customer, and occupied as one residence or one place of business.
 - (b) A combination of buildings owned or leased by one customer, in one common enclosure, occupied by one customer.
 - (c) The one side of a double house, having a solid vertical partition wall, or
 - (d) A building owned or leased by one customer having a number of apartments, offices, or lofts which are rented to tenants, using one or more halls and entrances in common.
 - (e) A combination of buildings owned or leased by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership.
 - (f) A cooperative apartment.
 - (g) A condominium unit.
 - (h) A public building.
 - (i) A single plot, such as a park, playground or cemetery.
 - (j) A water utility.

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STANDARD TERMS AND CONDITIONS

1 DEFINITIONS (Continued)

- 1.5 A TRANSMISSION MAIN is a pipe of large diameter which delivers water from wells, pumping stations, and or distribution reservoirs to the distribution mains.
- 1.6 A DISTRIBUTION MAIN is a pipe which delivers water to the service pipes attached thereto to serve the premises of customers.
- 1.7 A TAP or CORPORATION STOP is the valve or fitting on the distribution main to which the service pipe is attached. It is used for shutting off water to the service pipe.
- 1.8 A SERVICE PIPE is a supply pipe leading from the valve or corporation stop at the main to the valve or curb stop at the premises served.
- 1.9 A CURB STOP is the fitting or valve attached to the service pipe at the premises served for turning on and shutting off water.
- 1.10 A CONNECTING PIPE is the supply pipe connected to the service pipe at the curb stop and leading therefrom to the meter on the customer's premises.
- 1.11 A METER is a device which measures and registers the quantity of water supplied to the customer.
- 1.12 A PRESSURE REGULATOR is a device which is placed in pipelines to maintain automatically a given working pressure on its outlet side regardless of the pressure on the inlet side.
- 1.13 A PRESSURE RELIEF VALVE is a device installed in pipelines and other pressure systems to relieve automatically excess house system pressure, above the predetermined setting of the relief valve.

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STANDARD TERMS AND CONDITIONS

1. DEFINITIONS (continued)

- 1.14 A CHECK VALVE is an automatically operated valve designed to permit the flow of water in one direction only.
- 1.15 A BACKFLOW PREVENTER is any effective device, method or construction used to prevent backflow into a public potable water system. The term APPROVED BACKFLOW PREVENTER is a device which has been approved by the licensed operator of the public community water system in accordance with NJAC 7:10-10.2(e) and the Company's Cross Connection Control Plan.
- 1.16 A WATER MAIN EXTENSION is an addition to the existing system of transmission and distribution mains.
- 1.17 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.
- 1.18 A LOCK VALVE is a special valve that can be secured in the closed position by a padlock.

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STANDARD TERMS AND CONDITIONS
APPLICATION FOR ESTABLISHMENT OF SERVICE

- 2.
- 2.1 Application for water service may be made by telephone, by mail or in person. Such application shall be made, and accepted, and any applicable deposits and fees shall be paid before any service is provided.
 - 2.2 Written application is required only for establishment of service to a location not previously served. Application forms, where required, will be provided by the Company upon request.
 - 2.3 All applications shall be made by the prospective customer or that customer's duly authorized agent.
 - 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. Each new owner or occupant of the premises to be supplied is required to make a new application.
 - 2.6 Application shall not be accepted from a present or former customer in arrears on a valid bill for water service on any other premises for which the customer had made application for water service except in cases where a mutually agreed payment plan has been established between such customer and the Company for payment of a valid bill which is past due.
 - 2.7 Each customer shall notify the Company promptly of any change of ownership of the premises supplied under his application.
 - 2.8 Where more than one rate schedule is available to particular customers, the utility shall have at all times the duty to assist such customers in the selection of the rate schedule most favorable for their individual requirements and to make every reasonable effort to insure that such customers are served under the most advantageous schedule.

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STANDARD TERMS AND CONDITIONS

2. APPLICATION FOR ESTABLISHMENT OF SERVICE (Continued)

- 2.9 Application may be made for a new connection and service pipe through which water service is not immediately desired. A special form of agreement shall be entered into, which provides that the customer shall bear the entire expense of making the connection, subject to a refund of the cost of installing the service line from the main to the curb, including the curb stop, whenever regular service is commenced. No refunds will be made after ten years from the date of installation of the connection.
- 2.10 The Company may reject applications for water service where such service is not available, or where such service might affect the supply to other customers or for failure of the applicant to agree to comply with any of these standard terms and conditions.

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STANDARD TERMS AND CONDITIONS

3. CUSTOMERS' DEPOSITS

- 3.1 Deposits may be required of any existing customer or any applicant for existing water service who has 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 A customer in default in the payment of bills may be required to furnish a deposit or increase the existing deposit in an amount sufficient to secure the payment of future bills. Service may be discontinued for failure to make such deposit, after proper notice.
- 3.3 If a customer who has made a deposit fails to pay a bill, the Company may apply 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 and water utilities to secure residential accounts (N.J.A.C. 14:3-3.5(g)).

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STANDARD TERMS AND CONDITIONS

3. CUSTOMERS' DEPOSITS (Continued)

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

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STANDARD TERMS AND CONDITIONS

4. SERVICE PIPES

- 4.1 The service pipe from the distribution 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 will be installed until the connecting pipe has been installed and staked by the Customer within 24" of the curb or edge of pavement; or where the connecting pipe is installed in the same trench with sewer pipe, gas pipe, electric conduit or any other facility.
- 4.5 A curb stop and meter pit 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 2" diameter pipe. 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, unless agreed upon by the Company and the customer.
- 4.7 Where two or more customers are supplied through a single service pipe, the piping of the premises or meter housing shall provide a separate lock valve ahead of the inlet to each customer's meter.
- 4.8 (Reserved for Future Use)

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4. SERVICE PIPES (Continued)

- 4.9 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.
- 4.10 Where a service pipe is for temporary use, the customer shall bear the entire expense of making the connection, subject to a refund whenever service is established on a permanent basis.
- 4.11 Where a service pipe is available for a customer's premises, 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 larger size service.
- 4.12 Where a large size service pipe has been installed at the request of a customer, for premises not previously supplied, any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the service pipe and the cost of installing a service line that is usually installed with the new sized meter.
- 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 costs and the amount used to determine if the costs is excessive.

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5. CONNECTING PIPES

- 5.1 A connecting pipe attached to the service pipe shall be installed at the expense of the customer to convey the water supply within the property of the customer.
- 5.2 The connecting pipe is the property of the customer and shall be maintained and kept in repair by the customer. The un-metered length of any connecting pipe shall not exceed 10' in length, as measured from the curb stop or curb line to the proposed point of metering.
- 5.3 The connecting pipe shall be of strength and quality approved by the local municipal construction code or other authority with jurisdiction.
- 5.4 The connecting pipe shall be installed by a licensed plumber or other approved mechanic prior to the installation of the Company's service pipe. The Connecting pipe shall be installed to within 24" 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. The pipe shall be installed without sharp bends, at right angles to the line of the street, in a trench not less than four feet in depth, to avoid damage and possible interruption to service caused by freezing. The pipe shall not be installed within three feet of any permanent excavation or vault or other subsurface structure. Other utility service pipes, such as sewer or gas, shall not be installed in the same trench.
- 5.5 The Company reserves the right to inspect the installation prior to backfilling the trench and to withhold the supply of water service whenever such installation or any part thereof is deemed by the Company to be leaking, unsafe, inadequate or unsuitable for receiving service, or to interfere with or impair the continuity or quality of service to the customer or to others.
- 5.6 No attachment shall be made to the service or connecting pipe, or any branch thereof, between the meter and the main.
- 5.7 The customer shall make all changes in the connecting pipe due to changes in grade, relocation of mains, or other causes, at the customer's expense, unless the change is instituted by the Company.
- 5.8 Where it is necessary to install a connecting pipe on the property of persons other than the applicant for service, written authority from such property owners, in a form approved by the Company, shall be obtained by the applicant.

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STANDARD TERMS AND CONDITIONS

6. METERS

- 6.1 The Company will furnish, install, 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.
- 6.3 (Reserved for Future Use.)
- 6.4 (Reserved for Future Use.)
- 6.5 The Company may require a remote meter reading device to be installed by the Company at the expense of the Company
- 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 10-feet 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, safe place not subject to great variations in temperature, within 5-feet 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. For meters larger than 4" located within the premise, 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.

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STANDARD TERMS AND CONDITIONS6. METERS (Continued)

- 6.9 For meters one and one-half inches (1-1/2") in size and larger, if requested by the Customer, or when service cannot readily be interrupted for testing or replacing the meter per BPU 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 a 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 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 a convenient meter box or vault, referred to as the meter housing. This installation is subject to the approval of the Company. The cost of installing and maintaining the meter housing is the responsibility of the customer. Housing for small meters can be purchased from the Company at cost.
- 6.12 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 If the meter enclosure is installed upon property which is not owned by the customer, the customer is required to furnish the Company written permission from the owner of the property which will be binding on the owner, and the owner's administrators, executors, heirs, successors and assigns.
- 6.14 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.

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STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

- 6.15 The Company maintains and repairs meters except in case of misuse or damage by frost, hot water or external causes, in which event the cost of repairing and replacing the meter shall be charged to the customer, said charge to be based on the direct labor and equipment costs of removing, repairing, replacing and/or resetting the meter.
- 6.16 All meters are carefully tested before being placed in service and are inspected periodically while in service. Therefore, the quantity of water recorded by the meter, as ascertained by periodic meter readings, shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering fast or has ceased to register.
- 6.17 Where the meter has ceased to register or where access to the meter cannot be obtained, meter readings may be estimated by a fair and reasonable method based upon the best information available.
- 6.18 If a customer observes an unusual increase over the average quantity of water used, which cannot be accounted for, the customer is to inform the Company immediately.
- 6.19 When a billing dispute is known to exist, the utility shall, prior to removing the meter, advise the customer that the customer may have the meter tested by the utility or may have the Board either conduct a test of the meter or witness a testing of the meter by the utility, and that in any event the customer may have the test witnessed by a third party. (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 Meter records.

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STANDARD TERMS AND CONDITIONS

6. METERS (Continued)

- 6.20 If a meter is found to be registering fast by more than 1 ½ percent, an adjustment of charges will be made.
- 6.21 If a meter, upon test, is found to register within the prescribed limits of accuracy, the Company reserves the right to reset the same meter in the premises from which it was removed.
- 6.22 Only employees or persons authorized by the Company shall remove the meter under any circumstances.
- 6.23 .Tampering with the meter, meter pit, curbstops, or its connections is prohibited.
- 6.24 Winterizing of Irrigation Meters – the Customer shall be responsible for protecting and insuring 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.

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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) and of the municipality in which the premises are located; 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 and other authorizations 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.
- 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.

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STANDARD TERMS AND CONDITIONS

7. CUSTOMERS' PREMISES (Continued)

- 7.8 Physical connections, such as cross connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply are prohibited.
- 7.9 In any premises where a NJ DEP Approved auxiliary water source is permitted, 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.
- 7.11 If a premise is to remain unoccupied for an indefinite period, customers are cautioned to have the interior plumbing drained, especially during cold weather, to avoid damage to pipes and fixtures. When requested, the Company will suspend service to unoccupied premises temporarily by shutting off the water at the curb and removing the meter.
- 7.12 Whenever leakage occurs from pipes or facilities owned by the customer, the customer, at the customer's expense, shall make the necessary repairs without delay. If the customer fails to make said repairs, the Company reserves the right to discontinue the supply until such time as the leak is repaired. A reconnection charge will apply should the Company take action to physically discontinue water service.
- 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.

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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 metered water service will be rendered at least once in each calendar quarter. 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.
- 8.3 Bills will show the meter reading at the beginning and end of the billing period, the dates on which the meter is read, the number and kind of units measured, a statement of explanation of any conversion from meter reading to billing units or any other calculations or factors used in determining the bill, a distinctive marking to indicate estimated or actual bill and a statement that approximately 13 percent or \$ of your current period charges reflect the average gross receipts and franchise taxes which are paid to the State of New Jersey and largely distributed to New Jersey Municipalities. For purposes of bills, only those meters actually read by Company personnel are considered actual meter readings. The bill shall contain a statement indicating that an actual meter read may be an electronic read. The bill shall also indicate a statement that the rate schedule is available upon request. (N.J.A.C. 14:3-7.2)
- 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 1-1/2 percent, the amount of the bill, based on the reading of the meter is deemed conclusive and must be paid. No adjustment shall be made for a meter that is registering less than 100 percent except in the case of meter tampering, non registering meters or in circumstances in which the customer should reasonably have known that his bill did not reflect the customer's actual usage.
- 8.6 Facilities charges are based on the size of the meter.

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8. BILLS (Continued)

- 8.7 A customer having two or more meters (excluding meters for Private Fire Protection and irrigation under applicable Rate Schedules) 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 No. 2 Private Fire Service (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 fifteen (15) days' time for payment shall be allowed after sending a bill. The Company may discontinue service for nonpayment of bills provided it gives the customer at least ten (10) days' written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the said 15 day period. However, in case of fraud, illegal use, or when it is clearly indicated that the customer is preparing to leave, immediate payment of accounts may be required.

- 8.11 Accounts that are not paid in a timely manner automatically receive a low credit rating. Should a bill remain unpaid after normal collection procedures have been applied, water service will be discontinued after proper written notice is issued, as provided in the regulation of the Board of Public Utilities. If service is discontinued, the Company reserves the right to issue a bill for a deposit, the amount of such deposit being determined as provided in paragraph 3.1 on Sheet No. 13.

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STANDARD TERMS AND CONDITIONS8. BILLS (Continued)

- 8.12 Where water service is discontinued for nonpayment of bills, service will not be resumed until payment or satisfactory arrangements for payment have been made. Under such circumstances, the Company may require a deposit from the customer to insure prompt payment of future bills.
- 8.13 In case of fraud or where it is indicated that the customer is preparing to vacate the premises served, immediate payment of accounts may be required.
- 8.14 Sales to other utilities which are exempt from revenue-based taxes will be credited with an amount equivalent to the tax exemptions.
- 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 and No. 2 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 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.

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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 a present or previous location. However, nonpayment for business service shall not be a reason for discontinuance of residence service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8, 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.
- (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 a deposit as provided for in N.J.A.C. 14:3-3A.1(a)(4) or the Company's tariff;

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STANDARD TERMS AND CONDITIONS9. DISCONTINUANCE OF SERVICE (Continued)

9.1.3 (Continued)

- (g) Refusal to contract for service where such contract is required;
- (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 customer to repair any faulty facility of the customer.
- (l) Nonpayment of a valid bill for wastewater service furnished at a present or previous location by Pinelands Wastewater Company; However, nonpayment for business service shall not be a reason for discontinuance of residence service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.8, 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.

9.1.4 For refusal of reasonable access to customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance or removal of the Company's property.

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

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STANDARD TERMS AND CONDITIONS

9. DISCONTINUANCE OF SERVICE (Continued)

- 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. 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).
- 9.4 Discontinuance of residential service for nonpayment is prohibited if a medical emergency exists within the premises which would be aggravated by discontinuance of service and the customer gives reasonable proof of inability to pay. Discontinuance shall be prohibited for a period of up to two months when a customer submits a physician's statement in writing to the Company as to the existence of the emergency, its nature and probable duration, and that termination of service will aggravate the medical emergency. Recertification by the physician as to continuance of the medical emergency shall be submitted to the Company after 30 days. However, at the end of such period of emergency, the customer shall still remain liable for payment of service(s) rendered, subject to the provisions of N.J.A.C. 14:3-3A.2(i).
- (a) The Board may extend the 60-day period for good cause.
- (b) The Company may in its discretion delay discontinuance of residential service for nonpayment prior to submissions of the physician's statement required by this subsection when a medical emergency is known to exist.

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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 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.
- 10.3 Private fire service lines that do not include 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; private fire service lines without private hydrants shall be equipped with detector-check type meters and shall be used exclusively for fire protection purposes. 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 is notified in advance that tests are to be made.
- 10.6 Where a tank, standpipe or other storage facility is used, it shall be so constructed and arranged as to protect the water from pollution and shall conform with all applicable rules and regulations of the State Department of Environmental Protection 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 is 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

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11 MUNICIPAL SERVICE

- 11.1 Upon application of duly authorized representatives of municipalities or fire districts in the territory supplied, the Company will install fire hydrants for purposes of public fire protection, at locations agreed upon by the municipalities or fire districts and the Company.
- 11.2 Such hydrants are owned by the company and subject to regular inspection and maintenance by the Company.
- 11.3 Municipalities and fire districts shall pay a monthly charge for municipal service as provided in the applicable Rate Schedule set forth in this Tariff.
- 11.4 Hydrants are not to be used for any purpose, other than public fire protection, without the written permission of the Company.
- 11.5 Municipal fire departments or fire districts should inform the Company promptly of any hydrant which is leaking, or in need of attention so that such hydrant may be placed in readiness for instant operation.
- 11.6 Where it is necessary to use hydrants for any purpose other than public fire protection, a special permit is required, issued by the Company under restrictions imposed in the interest of the public.
- 11.7 Only special hydrant wrenches, approved by the Company shall be used for opening or closing a hydrant.
- 11.8 No attachment of any sort shall be left connected to a hydrant except when it is in actual use. No hydrant shall be left unattended while attachments are connected during the time it is in use. Before closing time each day, the hydrant shall be shut, attachments removed, caps replaced and the hydrant left in readiness for instant use.

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Pinelands Water Company
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STANDARD TERMS AND CONDITIONS12. WATER MAIN EXTENSIONS

- 12.1 Applications for extensions may be made in person, by telephone or by mail, at any Commercial Office of the Company. Upon receipt of such application, the Company will advise the applicant as to the most suitable plan for installing the proposed extension and the probable cost to the customer.
- 12.2 Distribution mains will be extended only in public streets or highways or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority to be in public streets or highways. The Company will require an easement in cases where the streets or highways have not been accepted. In no case, however, will distribution mains be installed until streets or highways have been rough graded to an established and approved grade. 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 main extensions will be installed pursuant to agreements which 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.

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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 may make rules reasonably designed for compliance with its water diversion or other permits. Such rules may include outdoor water use restrictions such as alternate day or "odd-even" outdoor water use limitations.
- 13.6 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, laboratories, swimming pools, bleaching or dyeing plants or laundries. Customers requiring water of special quality, or water at all times free from discoloration or turbidity, shall provide their own means of treating the water or shall provide such other protection as may be deemed necessary for the purposes required.

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STANDARD TERMS AND CONDITIONS

13. GENERAL RULES (Continued)

- 13.7 Neither by inspection approval nor nonrejection, nor in any other way, does the Company give any guarantee, or assume any responsibility, expressed or implied, as to the adequacy, safety or characteristics of any structures, equipment, pipes, appliances or devices owned, installed, or maintained by the customer or leased by the customer from third parties.
- 13.8 Except as to the liability, if any, imposed by law, the Company will not assume responsibility for any injury, casualty, or damage resulting from the supply, or use of water service, or from the presence or operation of the Company's structures, equipment, pipes, appliances or devices on the customer's premises.
- 13.9 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.
- 13.10 No agent, representative or employee of the Company has authority to modify any provision contained in this Tariff or to bind the Company by any promise or representation contrary thereto.
- 13.11 Reserved for future use.
- 13.12 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.
- 13.13 The Company reserves the right to terminate, change, revise or supplement this Tariff, to the extent permitted by law, or permitted by the applicable regulations of the State regulatory body having jurisdiction.
- 13.14 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.
- 13.15 Use of public fire hydrants for the purposes of anything other than public fire protection and by persons other than Public Fire Protection and Company personnel is prohibited.

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STANDARD TERMS AND CONDITIONS

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

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

For compliance by the utility in good faith with any governmental order or directive, notwithstanding that such order or directive subsequently may be held to be invalid, the Company may, upon reasonable notice, as set forth in sections 14.2.1 and 14.2.3 herein, suspend, curtail, or discontinue service pursuant to N.J.S.A. 48:2-23, N.J.S.A. 48:2-24, 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:

- (1) Connecting or operating any piping or other facility, including but not limited to, lawn sprinkling on the customer's premises in such a manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective; or
- (2) Continuing waste of water by customers, after notice from the utility, through improper or imperfect pipes, fixtures, or failure to comply with restrictions; or
- (3) Failure to comply with the standard terms and conditions contained in this tariff or failure to comply with any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.

14.1.2 Water service shall be restored when the conditions under which such service was discontinued, as specified above, are corrected and upon the payment of the SPECIAL RESTORATION OF SERVICE CHARGE of \$100.00 for each restoration.

14.2.1 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, if because of emergencies beyond the control of the Company, including governmental mandate, service is interrupted, irregular, defective or fails, the Company will not be liable for damage or inconvenience resulting therefrom. In the event of an extraordinary demand and/or diminished supply, the Company may restrict the use of water whenever the public

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STANDARD TERMS AND CONDITIONS14. EMERGENCY RESPONSES DUE TO EXTRAORDINARY DEMAND AND/OR DIMINISHED SUPPLY (Continued)

14.2.1 (Continued)

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

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

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B.P.U. No. 2 - WATER

STANDARD TERMS AND CONDITIONS (Continued)

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.4(j).

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PINELANDS WATER COMPANY

Tenth Revised Sheet No. 37

B.P.U. No. 2 - WATER

Canceling

Ninth Revised Sheet No. 37

RATE SCHEDULE NO. 1GENERAL WATER SERVICE - GSAPPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:Consumption Charges

For all water used - Rate per 1,000 gallons - \$3.2570

Quarterly Service Charge

| <u>Size of Meter</u> | <u>Per Quarter</u> |
|----------------------|--------------------|
| 5/8" | \$ 39.39 |
| 3/4" | 59.01 |
| 1" | 98.31 |
| 1 1/2" | 196.56 |
| 2" | 314.52 |

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.

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

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

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated October 25, 2019, in Docket No. WR19030417

RATE SCHEDULE No. 1 (Continued)GENERAL WATER SERVICE - GSTERMS OF PAYMENT:

A customer has at least 15 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 at least once in each calendar quarter. 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.

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RATE SCHEDULE NO. 2PRIVATE FIRE SERVICE - PFSAPPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

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

| <u>Service Charge</u> <u>Size of Meter</u> | <u>Per Quarter</u> | <u>Per Month</u> |
|---|--------------------|------------------|
| 5/8" | \$ 39.39 | \$ 13.13 |
| 3/4" | 59.01 | 19.67 |
| 1" | 98.31 | 32.77 |
| 1 1/2" | 196.56 | 65.52 |
| 2" | 314.52 | 104.84 |

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. 37).

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PINELANDS WATER COMPANY

Second Revised Sheet No. 40

B.P.U. No. 2 – WATER

Canceling

First Revised Sheet No. 40

RATE SCHEDULE NO. 2 (Continued)PRIVATE FIRE SERVICE - PFSTERMS OF PAYMENT:

A customer has at least 15 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", Paragraphs 10.1 through 10.7 inclusive, Sheet No. 30.

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.

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RATE SCHEDULE NO. 3

PUBLIC FIRE PROTECTION SERVICE

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 Pinelands Water Company. Such service shall be only such as the Pinelands Water Company can deliver at the time of the demand.

RATES:

\$469.72 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 15 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.

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RATE SCHEDULE NO. 4

MISCELLANEOUS SERVICE

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".

RATE:

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSE

Metered

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

See rates for General Water Service, Rate Schedule No. 1, Sheet No. 37 and Sheet No. 38.

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.

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RATE SCHEDULE NO. 4 (Continued)

MISCELLANEOUS SERVICE

CHARGES NOT INVOLVING USE OF WATER

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.

5/8 and 3/4 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, materials

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

Meter size - 5/8 inch \$60.00

3/4 inch \$72.00

1 inch \$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.

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RATE SCHEDULE NO. 4 (Continued)

MISCELLANEOUS SERVICE

CHARGES NOT INVOLVING USE OF WATER (Continued)

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 meters sized up to 2 inches - \$68.00.

For meters sized over 2 inches - At cost including labor, meters and transportation.

TERM:

As required to meet the class of service rendered.

TERMS OF PAYMENT:

A customer has at least 15 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.

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RATE SCHEDULE NO. 4 (Continued)

MISCELLANEOUS SERVICE

CHARGES NOT INVOLVING USE OF WATER (Continued)

SPECIAL PROVISIONS:

See "Standard Terms and Conditions".

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