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November 22, 2019
BOARD OF PUBLIC UTILITIES
TRENTON, NJ

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VIA FACSIMILE & FED-EX

BOARD OF PUBLIC UTILITIES
TRENTON, NJ
Honorable Jacob S. Gertsman, ALJ
Office of Administrative Law
3444 Quakerbridge Road
Quakerbridge Plaza, Building 9
Mercerville, NJ 08619

RECEIVED
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NOV 25 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

Re: In the Matter of the Petition of Mount Olive Villages Sewer Company, Inc. for Approval of an Increase in Rates for Sewer Service and Other Tariff Changes; and In the Matter of the Petition of Mount Olive Villages Water Company, Inc. for Approval of an Increase in Rates for Water Service and Other Tariff Changes
OAL Docket No. PUC 09375-2019
BPU Docket No. WR19060769 and WR19060770

Dear Judge Gertsman:

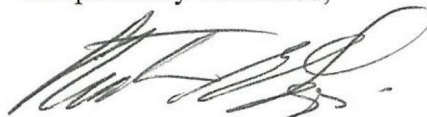
Enclosed for filing please find an original and two (2) copies, plus one additional copy, of a Stipulation of Settlement ("Stipulation") which fully resolves all matters at issue in this proceeding, and has been executed on behalf of Petitioners, Mount Olive Villages Sewer Company, Inc. and Mount Olive Villages Water Company, Inc., the Staff of the Board of Public Utilities and the Division of Rate Counsel.

Kindly stamp the additional copy of the Stipulation "filed" and return it to me in the enclosed self-addressed, stamped envelope.

We would appreciate your prompt attention to this matter since we are trying to make the December 6, 2019 BPU Agenda.

Case mgmt

Respectfully submitted,



Stephen B. Genzer

SBG/jg
Enclosure

cc: Nancy Demling, Judicial Assistant (w/encl., via email only)
Attached OAL Service List (w/encl., via email & regular mail)
Attached Service List (w/encl., via email & regular mail)

Stephen B. Genzer - Newark Managing Partner

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DELAWARE FLORIDA ILLINOIS MARYLAND MASSACHUSETTS MINNESOTA NEW JERSEY NEW YORK PENNSYLVANIA WASHINGTON, DC

A DELAWARE LIMITED LIABILITY PARTNERSHIP



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SERVICE LIST
OAL DOCKET NO. PUC 09375-2019 S

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Approval of an Increase in Rates for Sewer Service and Other Tariff Changes; and
In the Matter of the Petition of Mount Olive Villages Water Company, Inc. for
Approval of an Increase in Rates for Water Service and Other Tariff Changes
OAL Docket No. PUC 09375-2019S
BPU Docket Nos. WR19060769 and WR19060770

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STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

RECEIVED
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NOV 25 2019
BOARD OF PUBLIC UTILITIES
TRENTON, NJ

IN THE MATTER OF THE PETITION
OF MOUNT OLIVE VILLAGES SEWER
COMPANY, INC. FOR APPROVAL OF
AN INCREASE IN RATES FOR SEWER
SERVICE AND OTHER TARIFF
CHANGES

:
: STIPULATION OF SETTLEMENT
:
:
: OAL Docket No. PUC 09375-2019
: BPU Docket No. WR19060769
:
:

IN THE MATTER OF THE PETITION
OF MOUNT OLIVE VILLAGES WATER
COMPANY, INC. FOR APPROVAL OF
AN INCREASE IN RATES FOR WATER
SERVICE AND OTHER TARIFF
CHANGES

:
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: OAL Docket No. PUC 09375-2019
: BPU Docket No. WR19060770
:
:

RECEIVED
CASE MANAGEMENT
2019 NOV 25 PM 3:13
BOARD OF PUBLIC UTILITIES
TRENTON, NJ

APPEARANCES:

Stephen B. Genzer, Esq., Saul Ewing Arnstein & Lehr LLP, on behalf of Mount Olive Villages Sewer Company and Mount Olive Villages Water Company, Petitioners;

Meliha Arnautovic, Deputy Attorney General, on behalf of the Staff of the Board of Public Utilities (Gurbir S. Grewal, Attorney General of New Jersey); and

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

TO THE HONORABLE JACOB S. GERTSMAN, ALJ AND THE BOARD OF PUBLIC UTILITIES:

Petitioners, Mount Olive Villages Sewer Company, Inc. (“Sewer Company”) and Mount Olive Villages Water Company, Inc. (“Water Company”), (together the “Companies” or “Petitioners”), are public utilities of the State of New Jersey, subject to the jurisdiction of the

New Jersey Board of Public Utilities (“BPU” or “Board”). Mount Olive Villages Water Company is engaged in the business of collecting, treating and distributing water to a portion of the Township of Mount Olive in Morris County, New Jersey. Mount Olive Villages Sewer Company provides wastewater service to similar areas of the Township (*See* numbered paragraph 1, *infra*).

PROCEDURAL HISTORY

On June 28, 2019, Petitioners filed with the Board, pursuant to N.J.S.A. 48:2-21, 48:2-21.2, 48:3-7.1 and N.J.A.C. 14:1-5.12, individual petitions seeking, among other things, to increase rates for water and sewer service. Specifically, the Companies requested the following relief: Approval of certain leases and contracts between the Companies and Related Parties; to increase sewer rates by \$215,865, or 33.12%, above the adjusted annual level of revenues for the test year ending December 31, 2018; to increase water rates by \$186,160, or 71.79%, above the adjusted annual level of revenues for the test year ending December 31, 2018.

By Order dated August 7, 2019, the Board suspended increases, changes or alternations in rates for service until December 1, 2019. The Board transmitted the matters to the Office of Administrative Law (“OAL”) as a contested case where it was assigned, as one matter, to the Honorable Jacob S. Gertsman, Administrative Law Judge (“ALJ”).

A Telephone Pre-Hearing Conference was held before ALJ Gertsman on July 31, 2019, at which time dates for a public hearing in Petitioners’ service territory, and evidentiary hearings, if needed, were scheduled. ALJ Gertsman issued a Pre-Hearing Order on August 23, 2019. After proper notice, a public comment hearing was held on October 2, 2019 at 5:30 p.m., at the Mount Olive Township Municipal Building. A number of members of the public appeared at the hearings to provide comments. The hearings were transcribed and made a part of the record.

During the course of the this proceeding, Petitioners were served with, and responded to, extensive discovery requests propounded by the Division of Rate Counsel (“Rate Counsel”) and by Staff of the Board of Public Utilities (“Board Staff”). A discovery and settlement conference was held on Tuesday, October 29, 2019. Petitioners, Rate Counsel and Board Staff (the “Parties”) also conferred by telephone on a number of occasions to discuss the matter.

STIPULATED MATTERS

As a result of an analysis of the petition and exhibits, Petitioners’ responses to discovery, their discussions and negotiations in this matter, as well as taking comments from the public hearing into account, the Parties have reached a Stipulation of Settlement (“Stipulation”) and hereby agree to the following:

1. The service areas of Petitioners are more specifically described as including the following locally known areas of Mount Olive Township: Stedwick Village, Eagle Rock Village, Kings Village, Hensyn Village, Clear View Development and the Mount Olive Municipal Complex (*see* Tariff Cover and Territory Served, Sheet No. 1 of Exhibit E - Water and Exhibit F – Sewer).

2. The twelve months ended December 31, 2018, adjusted for agreed upon known and measurable changes, is a reasonable and proper test year period for each Petitioner.

3. The Parties agree that the leases/contracts attached to this Stipulation as Exhibit C - Water and Exhibit D - Sewer should be approved by the BPU.

4. For the purposes of this proceeding only, it is stipulated and agreed that the Water Company’s rate base is negative, thus rendering a rate of return calculation thereon irrelevant to this proceeding. However, pursuant to N.J.S.A. 48:2-21 and 48:21.1, the Parties have agreed to

include a cash working capital allowance for both Petitioners as part of a workable operating margin. A similar adjustment is also included in the Sewer Company's revenue requirement, since the Sewer Company has a de minimus rate base.

5. The Water Company's operating expenses are \$402,311 resulting in a \$143,000 required rate increase so that operating revenues will be that same \$402,311. This results in an overall percentage rate increase of 55.15%. The Sewer Company's operating expenses are \$777,837 resulting in a \$126,000 required rate increase so that operating revenues will be that same \$777,837 resulting in an overall percentage rate increase of 19.33%.

6. The revenue requirement to which the Parties have stipulated, herein, is necessary to ensure that Petitioners will continue to provide safe, adequate and proper water and wastewater service to its customers.

7. Attached hereto as Exhibit E – Water (Cover, Sheet Nos. 1, 2d, 6, 10 and 11) and Exhibit F – Sewer (Cover, Sheet Nos. 1 and 6) are new tariff sheets containing rates and charges conforming to this Stipulation and designed to produce the additional annual revenues to which the Parties have stipulated herein. As a result of this settlement, the average bill for a water customer with a 5/8" water meter, using 13,500 gallons of water per quarter, will go from \$47.60 to \$73.57, an increase of \$25.97 per quarter, or 54.57%. The average bill for a sewer customer being charged for 1 EDU will go from \$145.89 to \$173.93, an increase of \$28.04 per quarter, or approximately 19.2%.

8. Attached hereto as Exhibit A - Water and Exhibit B - Sewer are schedules demonstrating that the new rates will produce the revenues to which the Parties have stipulated herein.

MISCELLANEOUS

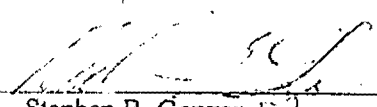
9. This Stipulation is the product of extensive negotiations by the Parties, and it is an express condition of the settlement embodied by this Stipulation that it be presented to the Board in its entirety without modification or condition. It is also the intent of the Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Parties to this Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from the Order adopting same as to those issues upon which the Parties have stipulated herein. The 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 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 Party hereto materially affected thereby shall not be bound to proceed under this Stipulation. The 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 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.

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

WHEREFORE, the Parties hereto do respectfully submit this Stipulation and request that ALJ Gertsman issue an appropriate initial decision settlement, and that the Board issue a Decision and Order, approving it in its entirety, in accordance with the terms hereof, as soon as reasonably possible.

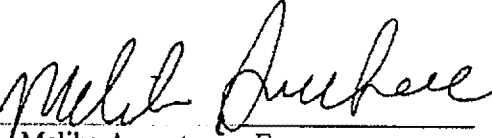
MOUNT OLIVE VILLAGES SEWER COMPANY, INC. and
MOUNT OLIVE VILLAGES WATER COMPANY, INC.

Nov. 20, 2019
Date:

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


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

11/22/2019
Date:

By: 
Meliha Arnautovic, Esq.
Deputy Attorney General

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

11/22/2019
Date:

By: 
Susan E. McClure Esq.
Assistant Deputy Rate Counsel

Mt Olive Village Water Company
Proof of Revenues
2018 Actual Units and Stipulation at Present and Proposed Rates

Exhibit A

General Metered Service

Customers	Water Size	Company	At Present Rates										At Proposed Rates						
			2018 Actual		Tariff	Annual	Total	2018		Tariff	Consumption	Total	Tariff	Annual	Total	Tariff	Annual	Proposed	
			Units	Stip	Quarterly Rate	Service Chg. Quar. X 4	Service Chg. Revenues	Consumption	Stipulation	Rate/ 1,000 gal	Revenues	Revenues	Quarterly Rate	Service Chg. Quar. X 4	Service Chg. Revenues	Rate/ 1,000 gal	Consumption Revenues	Revenues	
Eagle Rock Village	1 1/2"	\$ 11,391	31	31	\$ 91.86	\$ 367.44	11,390.64												
	2"	9,368	16	16	146.37	585.48	9,367.68												
		77,390						35,500	35,690	\$ 2.18	\$ 77,803.87	77,804	\$ 141.95	567.80	17,602			\$ 17,602	
													226.19	904.76	14,476			14,476	
																\$ 3.37	\$ 120,275	120,275	
Hensyn Village	1 1/2"	4,777	13	13	91.86	367	4,776.72												
	2"	2,927	5	5	146.37	585.48	2,927.40												
		35,883						16,460	16,548	2.18	36,075	36,075	141.95	567.80	7,381			7,381	
													226.19	904.76	4,524			4,524	
																3.37	55,767	55,767	
Kings Village	1 1/2"	367	1	1	91.86	367	367.44												
	2"	15,222	26	26	146.37	585.48	15,222.48												
		31,327						14,370	14,447	2.18	31,494	31,494	141.95	567.80	568			568	
													226.19	904.76	23,523			23,523	
																3.37	48,686	48,686	
Single Family Homes	5/8"	10,849	46	46	18.17	72.68	3,343.28	3,443	3,461	2.18	7,546	10,889	28.08	112.32	5,167	3.37	11,665	16,832	
Townhomes	5/8"	26,725	151	152	18.17	72.68	11,047.36	7,225	7,264	2.18	15,835	26,882	28.08	112.32	17,073	3.37	24,478	41,551	
Other Accounts																			
Mt Olive Sewer Plant	5/8"	5,416	1	1	18.17	72.68	72.68	2,451	2,464	2.18	5,371.75	5,444	28.08	112.32	112	3.37	8,304	8,416	
Library	2"	782	1	1	146.37	585.48	585.48	90	90	2.18	197.25	783	226.19	904.76	905	3.37	305	1,210	
Day Care	1 1/2"	803	1	1	91.86	367.44	367.44	200	201	2.18	438.33	806	141.95	567.80	568	3.37	678	1,246	
Board of Education	5/8"	2,100	1	1	18.17	72.68	72.68	930	935	2.18	2,038.24	2,111	28.08	112.32	112	3.37	3,151	3,263	
Board of Education	4"	3,103	1	1	454.28	1,817.12	1,817.12	590	593	2.18	1,293.08	3,110	702.01	2,808.04	2,808	3.37	1,999	4,807	
Senior Citizen Building	1 1/2"	476	1	1	91.86	367.44	367.44	50	50	2.18	109.58	477	141.95	567.80	568	3.37	169	737	
Road Department	1"	1,250	1	1	45.43	181.72	181.72	490	493	2.18	1,073.91	1,256	70.20	280.80	281	3.37	1,660	1,941	
Fleet Maintenance	5/8"	153	1	1	18.17	72.68	72.68	37	37	2.18	81.09	154	28.08	112.32	112	3.37	125	237	
Cassidy Swim Club	2"	1,130	1	1	146.37	585.48	585.48	250	251	2.18	547.91	1,133	226.19	904.76	905	3.37	847	1,752	
Mt Olive Town Hall	2"	1,000	1	1	146.37	585.48	585.48	190	191	2.18	416.42	1,002	226.19	904.76	905	3.37	644	1,549	
Total General Metered		\$ 242,441					63,151.20				180,321	243,472			97,590			376,342	
Fire Protection																			
Private	4"	430	3	3	35.82	143.28	429.84					430	55.35	221.40	664			664	
Private	6"	322	1	1	80.59	322.36	322.36					322	124.54	498.16	498			498	
Public		16,118	50	50	80.59	322.36	16,118.00					16,118	\$ 124.54	498.16	24,908			24,908	
Total Fire Protection		16,870					16,870.20					16,870			26,070			26,070	
Other		-					-					-			(102)			(102)	
Total Revenues		\$ 259,311					80,021.40	82,276	82,716		\$ 180,321	\$ 260,342			\$ 123,558			\$ 278,753	\$ 402,311

Exhibit B

Mt. Olive Villages Sewer Company

Test Year Revenues at Present and Proposed Rates

Stipulated Revenues at Present and Proposed Rates

LOCATION	EDUs	Test Year Revenues at Present and Proposed Rates		Stipulated Revenues at Present and Proposed Rates		
		Present Rate Revenues	Proposed Rate Revenues	Present Rate Revenues	Proposed Rate Revenues	
		<u>@ \$583.56 per EDU</u>	<u>@ \$776.81 per EDU</u>	<u>@ \$583.56 per EDU</u>	<u>@ \$695.74 per EDU</u>	
Eagle Rock Village	430	\$ 250,931	\$ 334,030	430	\$ 250,931	\$ 299,168
Hensyn Village	238	138,887	184,882	238	138,887	165,586
Kings Village	218	127,216	169,346	218	127,216	151,671
Single Family Homes	45	26,260	34,957	45	26,260	31,308
Townhomes	151	88,118	117,299	152	88,701	105,752
Town Hall	2	1,167	1,554	2	1,167	1,391
Library	1	584	777	1	584	696
Day Care	2	1,167	1,554	2	1,167	1,391
Board Of Education	13	7,586	10,099	13	7,586	9,045
Board of Education	6	3,501	4,661	6	3,501	4,174
Senior Citzen Bid.	1	584	777	1	584	696
Road Department (DPW)	7	4,085	5,438	7	4,085	4,870
Fleet Maintenance	1	584	777	1	584	696
Cassidy Swim Club	1	584	777	1	584	696
Miscellaneous	1	584	777	1	584	696
Other	-	-	-	-	(1)	1
TOTALS	<u>1,117</u>	<u>\$ 651,837</u>	<u>\$ 867,702</u>	<u>1,118</u>	<u>\$ 652,420</u>	<u>\$ 777,837</u>

	<u>Present Rates</u>	<u>Proposed Rates</u>	<u>Present Rates</u>	<u>Proposed Rates</u>
Revenues at Proposed Rates		\$ 867,702		\$ 777,837
Total EDUs		1,117		1,118
Revenues at Proposed Rates Divided by Total EDUs		<u>\$ 776.81</u>		<u>\$ 695.74</u>
Billing Rate per Quarter	<u>\$ 145.89</u>	<u>\$ 194.20</u>	<u>\$ 145.89</u>	<u>\$ 173.93</u>
Billing Rate per Annual	<u>\$ 583.56</u>	<u>\$ 776.81</u>	<u>\$ 583.56</u>	<u>\$ 695.74</u>

SERVICE AGREEMENT

HENSYN, INC., located at 200 Central Avenue, Mountainside, New Jersey 07092 (the "Service Provider"), and

MOUNT OLIVE VILLAGES WATER CO., INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092 (the "Customer").

The parties hereto agree as follows:

1. SERVICES. The Customer agrees to engage the Service Provider to provide the following services: accounts payable, payroll, customer bill payments and bookkeeping/clerical related to these services.

2. TERM. The term of this Agreement shall be for Five (5) years and shall commence on January 1, 2020 and end on December 31, 2024, subject to Paragraph 9 below. The Service Agreement is renewable for additional Five (5) year periods upon no less than Ninety (90) days written notice to each party to this Agreement and acceptance by the counter-party.

3. COMPENSATION. Customer shall pay a Service Fee to the Service Provider of \$3,148.00 per year, to be paid \$262.33 per month, on the first day of each month. Changes in the Service Fee negotiated between the Service Provider and the Customer during the term of this Agreement shall be effective upon BPU approval.

4. NOTICES. Notices shall be sent via certified mail to the parties at their addresses set forth above.

5. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the parties. Any modifications to the terms of this Agreement shall be in writing and signed by both parties.

Accepted and Agreed to this _____ Day of _____, 2019

Signed and agreed to by:

Hensyn, Inc., Service Provider

Mount Olive Villages Water Co., Inc., Customer

LAND LEASE AGREEMENT

This Agreement is between: EAGLE ROCK VILLAGE, INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSOR, and MOUNT OLIVE VILLAGES WATER COMPANY, INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSEE.

1. **Property Description.** The Property, which is the subject of this Agreement, is described as follows:

A portion of Lot 3 in Block 7702, on Scenic Drive, in the Township of Mount Olive, New Jersey, consisting of approximately one-quarter of an acre upon which the Mount Olive Villages Water Tower is located.
2. **Lease Term.** The term of this Lease shall be for Five (5) years and shall commence on January 1, 2020 and end on December 31, 2024, subject to Paragraph 9 below. This Lease is renewable for additional Five (5) year periods upon no less than Ninety (90) days written notice to each Party to this Agreement and acceptance by the Counter-Party.
3. **Rent.** Lessee agrees to pay to Lessor rent in the total amount of \$4,371.00 per year, to be paid \$364.25 per month, on the first day of each month. Changes in rent negotiated between the Lessee and Lessor during the term of this Lease shall be effective upon BPU approval.
4. **Permitted Uses.** Lessee is permitted to use and access the Property for all normal and reasonable purposes relating to the operation and maintenance of the Water Tower.
5. **Prohibited Uses.** Lessee shall not be permitted to assign or sublease its interest in the Property. Lessee shall not be permitted to improve, construct on or otherwise alter the Property without the prior written consent of the Lessor except as such conduct relates to its normal business activities as set forth above.
6. **Taxes, Assessments and Maintenance.** Lessor shall pay all property taxes and related municipal assessments. Lessor shall pay for all maintenance of the land where the Water Tower is located.
7. **Insurance.** Lessee shall be required to acquire and maintain adequate Property and Liability insurance; however, in no instance shall such coverage be less than \$1,000,000.00 per occurrence, for each property and liability.
8. **Default.** Any default under the terms of this Agreement shall be noticed, in writing, and shall be sent to the other Party's address as set forth in Paragraph 12. The defaulting Party

shall be afforded Thirty (30) days within which to cure said default, after which time and provided the default has not been cured, the aggrieved Party shall be entitled to pursue its rights and remedies under the law.

9. Termination. Either Party may terminate this Lease before the end of the term for cause and only upon Thirty (30) days written notice to the other Party.

10. Changes and Modification of Terms. This Agreement is the only agreement between the Parties. Any change to the terms of this Agreement must be in writing and signed by both Parties.

11. Right To Access. The Lessor retains its right to access the Property for purposes of inspection (and maintenance, if necessary) during normal business hours and with prior written notice to Lessee.

12. Notices. Notices shall be sent by certified mail to the following addresses:

Lessor-EAGLE ROCK VILLAGE, INC., 200 Central Avenue, Mountainside, New Jersey 07092.

Lessee-MOUNT OLIVE VILLAGES WATER COMPANY, INC., 200 Central Avenue, Mountainside, New Jersey 07092.

Accepted and Agreed to this _____ Day of _____, 2019

LESSOR: EAGLE ROCK VILLAGE, INC.

LESSEE: MOUNT OLIVE VILLAGES WATER COMPANY, INC.

OFFICE AND STORAGE GARAGE LEASE AGREEMENT

This Agreement is between: HENSYN, INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSOR, and MOUNT OLIVE VILLAGES WATER COMPANY, INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSEE.

1. **Property Description.** The Property, which is the subject of this Agreement, is described as follows:

Five garages being used as Office Space and Storage Garages in Buildings H and N in the Hensyn Villages Apartment Complex on Stedwick Drive, in the Township of Mount Olive, New Jersey.

2. **Lease Term.** The term of this Lease shall be for Five (5) years and shall commence on January 1, 2020 and end on December 31, 2024, subject to Paragraph 9 below. This Lease is renewable for additional Five (5) year periods upon no less than Ninety (90) days written notice to each Party to this Agreement and acceptance by the Counter-Party.

3. **Rent.** Lessee agrees to pay to the Lessor rent in the total amount of \$3,000.00 per year, to be paid \$250.00 per month, on the first day of each month. Changes in rent negotiated between Lessee and Lessor during the term of this Lease shall be effective upon BPU approval.

4. **Permitted Uses.** Lessee is permitted to use and access the Property for all normal and reasonable purposes relating to the operation of commercial office space.

5. **Prohibited Uses.** Lessee shall not be permitted to assign or sublease its interest in the Property. Lessee shall not be permitted to improve, construct on or otherwise alter the Property without the prior written consent of the Lessor except as such conduct relates to its normal business activities as set forth above.

6. **Taxes, Assessments and Maintenance.** Lessor shall pay all property taxes and related municipal assessments. Lessor shall pay for all maintenance of the Office Space and Storage Garages.

7. **Insurance.** Lessee shall be required to acquire and maintain adequate Property and Liability insurance; however, in no instance shall such coverage be less than \$1,000,000.00 per occurrence, for each property and liability.

8. **Default.** Any default under the terms of this Agreement shall be noticed, in writing, and shall be sent to the other Party's address as set forth in Paragraph 12. The defaulting Party shall be afforded Thirty (30) days within which to cure said default, after which time and provided the default has not been cured, the aggrieved Party shall be entitled to pursue its rights and remedies under the law.

9. Termination. Either Party may terminate this Lease before the end of the term for cause and only upon Thirty (30) days written notice to the other Party.
10. Changes and Modification of Terms. This Agreement is the only agreement between the Parties. Any change to the terms of this Agreement must be in writing and signed by both Parties.
11. Right To Access. The Lessor retains its right to access the Property for purposes of inspection (and maintenance, if necessary) during normal business hours and with prior written notice to Lessee.
12. Notices. Notices shall be sent by certified mail to the following addresses:
- Lessor-HENSYN, INC., 200 Central Avenue, Mountainside, New Jersey 07092.
- Lessee-MOUNT OLIVE VILLAGES WATER COMPANY, INC., 200 Central Avenue, Mountainside, New Jersey 07092.

Accepted and Agreed to this ____ Day of _____, 2019

LESSOR: HENSYN, INC.

LESSEE: MOUNT OLIVE VILLAGES WATER COMPANY, INC.

SERVICE AGREEMENT

HENSYN, INC., located at 200 Central Avenue, Mountainside, New Jersey 07092 (the "Service Provider"), and MOUNT OLIVE VILLAGES SEWER CO., INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092 (the "Customer").

The parties hereto agree as follows:

1. **SERVICES.** The Customer agrees to engage the Service Provider to provide the following services: accounts payable, payroll, customer bill payments and bookkeeping/clerical related to these services.

2. **TERM.** The term of this Agreement shall be for Five (5) years and shall commence on January 1, 2020 and end on December 31, 2024, subject to Paragraph 9 below. This Agreement is renewable for additional Five (5) year periods upon no less than Ninety (90) days written notice to each party to this Agreement and acceptance by the counter-party.

3. **COMPENSATION.** Customer shall pay a Service Fee to the Service Provider of \$3,148.00 per year, to be paid \$262.33 per month, on the first day of each month. Changes in the Service Fee negotiated between the Service Provider and the Customer during the term of this Agreement shall be effective upon BPU approval.

4. **NOTICES.** Notices shall be sent via certified mail to the parties at their addresses set forth above.

5. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement and understanding between the parties. Any modifications to the terms of this Agreement shall be in writing and signed by both parties.

Accepted and Agreed to this _____ Day of _____, 2019

Signed and agreed to by:

Hensyn, Inc., Service Provider

Mount Olive Villages Sewer Co., Inc., Customer

LAND LEASE AGREEMENT

This Agreement is between: MOUNT OLIVE COMPLEX, having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSOR, and MOUNT OLIVE VILLAGES SEWER COMPANY, INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSEE.

1. **Property Description.** The Property, which is the subject of this Agreement, is described as follows:

A portion of (i) Lot 7 in Block 8101, on Wolfe Road; (ii) Lot 8 in Block 8101, on Aldersgate Circle; and (iii) Lot 10 in Block 8100, on Drakestown Road, all in the Township of Mount Olive, New Jersey, consisting of approximately Forty-Five (45) acres of land upon which the Mount Olive Villages Sewer Company Spray Fields are located.

2. **Lease Term.** The term of this Lease shall be for Five (5) years and shall commence on January 1, 2020 and end on December 31, 2024, subject to Paragraph 9 below. This Lease is renewable for additional Five (5) year periods upon no less than Ninety (90) days written notice to each Party to this Agreement and acceptance by the Counter-Party.

3. **Rent.** Lessee agrees to pay to Lessor rent in the total amount of \$10,528.00 per year, to be paid \$877.33 per month, on the first day of each month. Changes in rent negotiated between the Lessee and Lessor during the term of this Lease shall be effective upon BPU approval.

4. **Permitted Uses.** Lessee is permitted to use and access the Property for all normal and reasonable purposes relating to the operation of spray fields.

5. **Prohibited Uses.** Lessee shall not be permitted to assign or sublease its interest in the Property. Lessee shall not be permitted to improve, construct on or otherwise alter the Property without the prior written consent of the Lessor except as such conduct relates to its normal business activities as set forth above.

6. **Taxes, Assessments and Maintenance.** Lessor shall pay all property taxes and related municipal assessments. Lessor shall pay for all maintenance of the spray fields.

7. **Insurance.** Lessee shall be required to acquire and maintain adequate Property and Liability Insurance; however, in no instance shall such coverage be less than \$1,000,000.00 per occurrence, for each property and liability.

8. **Default.** Any default under the terms of this Agreement shall be noticed, in writing, and shall be sent to the other Party's address as set forth in Paragraph 12. The defaulting Party shall be afforded Thirty (30) days within which to cure said default, after which time and

provided the default has not been cured, the aggrieved Party shall be entitled to pursue its rights and remedies under the law.

9. Termination. Either Party may terminate this Lease before the end of the term for cause and only upon Thirty (30) days written notice to the other Party.

10. Changes and Modification of Terms. This Agreement is the only agreement between the Parties. Any change to the terms of this Agreement must be in writing and signed by both Parties.

11. Right To Access. The Lessor retains its right to access the Property for purposes of inspection (and maintenance, if necessary) during normal business hours and with prior written notice to Lessee.

12. Notices. Notices shall be sent by certified mail to the following addresses:

Lessor-MOUNT OLIVE COMPLEX, 200 Central Avenue, Mountainside, New Jersey 07092.

Lessee-MOUNT OLIVE VILLAGES SEWER COMPANY, INC., 200 Central Avenue, Mountainside, New Jersey 07092.

Accepted and Agreed to this ____ Day of _____, 2019

LESSOR: MOUNT OLIVE COMPLEX

LESSEE: MOUNT OLIVE VILLAGES SEWER COMPANY, INC.

OFFICE AND STORAGE GARAGE LEASE AGREEMENT

This Agreement is between: HENSYN, INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSOR, and MOUNT OLIVE VILLAGES SEWER COMPANY, INC., having an office at 200 Central Avenue, Mountainside, New Jersey 07092, the LESSEE.

1. **Property Description.** The Property, which is the subject of this Agreement, is described as follows:

Five garages being used as Office Space and Storage Garages in Buildings H and N in the Hensyn Villages Apartment complex on Stedwick Drive, in the Township of Mount Olive, New Jersey,

2. **Lease Term.** The term of this Lease shall be for Five (5) years and shall commence on January 1, 2020 and end on December 31, 2024, subject to Paragraph 9 below. This Lease is renewable for additional Five (5) year periods upon no less than Ninety (90) days written notice to each Party to this Agreement and acceptance by the Counter-Party.

3. **Rent.** Lessee agrees to pay to the Lessor rent in the total amount of \$3,000.00 per year, to be paid \$250.00 per month, on the first day of each month. Changes in rent negotiated between the Lessee and Lessor during the term of this Lease shall be effective upon BPU approval.

4. **Permitted Uses.** Lessee is permitted to use and access the Property for all normal and reasonable purposes relating to the operation of commercial office space.

5. **Prohibited Uses.** Lessee shall not be permitted to assign or sublease its interest in the Property. Lessee shall not be permitted to improve, construct on or otherwise alter the Property without the prior written consent of the Lessor except as such conduct relates to its normal business activities as set forth above.

6. **Taxes, Assessments and Maintenance.** Lessor shall pay all property taxes and related municipal assessments. Lessor shall pay for all maintenance of the Office Space and Storage Garages.

7. **Insurance.** Lessee shall be required to acquire and maintain adequate Property and Liability insurance; however, in no instance shall such coverage be less than \$1,000,000.00 per occurrence, for each property and liability.

8. **Default.** Any default under the terms of this Agreement shall be noticed, in writing, and shall be sent to the other Party's address as set forth in Paragraph 12. The defaulting Party shall be afforded Thirty (30) days within which to cure said default, after which time and

provided the default has not been cured, the aggrieved Party shall be entitled to pursue its rights and remedies under the law.

9. Termination. Either Party may terminate this Lease before the end of the term for cause and only upon Thirty (30) days written notice to the other Party.

10. Changes and Modification of Terms. This Agreement is the only agreement between the Parties. Any change to the terms of this Agreement must be in writing and signed by both Parties.

11. Right To Access. The Lessor retains its right to access the Property for purposes of inspection (and maintenance, if necessary) during normal business hours and with prior written notice to Lessee.

12. Notices. Notices shall be sent by certified mail to the following addresses:

Lessor-HENSYN, INC., 200 Central Avenue, Mountainside, New Jersey 07092.

Lessee-MOUNT OLIVE VILLAGES SEWER COMPANY, INC., 200 Central Avenue, Mountainside, New Jersey 07092.

Accepted and Agreed to this ____ Day of _____, 2019

LESSOR: HENSYN, INC.

LESSEE: MOUNT OLIVE VILLAGES SEWER COMPANY, INC.

BPU NO. 2 - WATER

MOUNT OLIVE VILLAGES WATER COMPANY, INC.

TARIFF

FOR WATER SERVICE

APPLICABLE IN

MOUNT OLIVE TOWNSHIP – MORRIS COUNTY

NEW JERSEY

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Water Company, Inc.
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060770

Dated _____, 2019

MOUNT OLIVE VILLAGES WATER COMPANY, INC.
BPU NO. 2 - WATER

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TERRITORY SERVED..... SHEET No. 1

STANDARD TERMS AND CONDITIONS SHEET No. 2d

RATE SCHEDULE NO. 1 SHEET No. 6

RATE SCHEDULE NO. 4 SHEET No. 10

RATE SCHEDULE NO. 5 SHEET No. 11

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Water Company, Inc.
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060770
Dated _____, 2019

TERRITORY SERVED

In the locally known area of Mount Olive Township, known as the franchise area, County of Morris, State of New Jersey, specifically described as including: Stedwick Village, Eagle Rock Village, Kings Village, Hensyn Village, Clear View Development and the Mount Olive Municipal Complex.

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Water Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060770

Dated _____, 2019

2. In all other cases, the adjustment shall be such percentage as the meter is found to be in error at the time of test on one-half of the total amount of the billing affected by the fast meter adjusted to 100 percent since the previous test, but not to exceed a period of six years for water meters subject to testing by an approved scientific sampling technique.

(b) No adjustment shall be made for a period greater than the time during which the customer has received service through the meter.

(c) 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.

6. CUSTOMER BILLS

7.1 Meters will be read quarterly and customers will be billed quarterly, at the Company's option, for all water consumed during the previous period, in accordance with the Company's filed rates, and such bills are due and payable in full within fifteen (15) days from the date rendered.

7.2 Each Consumer is subject to a customer charge, the amount of which is determined by the size of the meter as set forth in the Rate Schedule No. 1.

7.3 When water is turned on or off during a billing period, the customer charge will be pro-rated according to the number of days when service was available. The applicable reconnection charge will be billed and paid before service will be restored.

8. CUSTOMER DEPOSITS

8.1 The Company reserves the right to require a deposit. The amount of said deposit shall be reasonably related to the probable charge for service during a billing period, this period to include the average time required for collection after bills are rendered.

8.2 (a) Upon a customer closing an account the balance of any deposit remaining after the closing bill for service has been settled shall be returned promptly to the depositor with interest due.

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Water Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060770

Dated _____, 2019

RATE SCHEDULE NO. 1
GENERAL METERED SERVICE

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

CHARACTER OF SERVICE: Continuous.

RATE: Fixed service charges.

The service charge shall be as follows, without deductions for temporary vacancy or unoccupancy. The service charge does not include the cost of any water consumed.

<u>SIZE OF METER</u>	<u>CHARGE PER QUARTER</u>
5/8"	\$ 28.08
1"	\$ 70.20
1 ½"	\$ 141.95
2"	\$ 226.19
4"	\$ 702.01

CONSUMPTION CHARGES

\$3.37 PER 1,000 GALLONS

TERMS OF PAYMENT: All general metered water service customers shall pay a fixed service charge based on the size of the meter installed by the Company. Whenever service is established or discontinued, the applicable fixed service charge shall be pro-rated to the date of establishment or discontinuance of service. In addition to the fixed service charge, a charge will be made for all water used, as registered by the meter. Bills are due and payable in full without discount within 15 days of the date of the postmark on the envelope in which the bill was transmitted.

BILLING: All bills for service shall be rendered quarterly in arrears.

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Water Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060770

Dated _____, 2019

RATE SCHEDULE NO. 4

PUBLIC FIRE PROTECTION

APPLICABLE TO USE FOR SERVICE FOR: Hydrants located on public streets.

CHARACTER OF SERVICE: Continuous except as limited by the standard terms and conditions rate:

\$124.54 per Fire Hydrant per Quarter

TERMS OF PAYMENT: All charges for service under this rate scheduled shall be payable quarterly in advance and are due and payable in full without discount within 15 days of the date of the postmark on the envelope in which the bill was transmitted.

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Water Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060770

Dated _____, 2019

RATE SCHEDULE NO. 5

PRIVATE FIRE PROTECTION

APPLICABILITY: Applicable to customers for private fire protection service.

CHARACTER OF SERVICE: Continuous, except as limited by "Standard Terms and Conditions".

RATE:

Sprinkler connections with hose hydrant connected to them:

<u>SIZE OF SERVICE</u>	<u>PER QUARTER</u>
4"	\$ 55.35
6"	\$124.54
Hydrants located on Private Property	\$124.54

BILLING: Bills for private protection will be rendered quarterly, in advance.

TERMS OF PAYMENT: Bills are due and payable in full without full discount within 15 days of the date of the postmark on the envelope in which the bill was transmitted.

SPECIAL PROVISIONS: No additional charge shall be made for water used in extinguishing fires or for underwriters' tests where service is furnished under this schedule.

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Water Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060770

Dated _____, 2019

BPU NO. 2 – SEWER SERVICE

MOUNT OLIVE VILLAGES SEWER COMPANY, INC.

TARIFF

FOR SEWER SERVICE

APPLICABLE IN

MOUNT OLIVE TOWNSHIP – MORRIS COUNTY

NEW JERSEY

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Sewer Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060769

Dated _____, 2019

MOUNT OLIVE VILLAGES SEWER COMPANY, INC
BPU NO. 2 – SEWER SERVICE

TABLE OF CONTENTS

TERRITORY SERVED..... SHEET No. 1
RATE SCHEDULE NO. 1 SHEET No. 6

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Sewer Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060769

Dated _____, 2019

TERRITORY SERVED

In the locally known area of Mount Olive Township, known as the franchise area, County of Morris, State of New Jersey, specifically described as including: Stedwick Village, Eagle Rock Village, Kings Village, Hensyn Village, Clear View Development and the Mount Olive Municipal Complex.

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Sewer Company
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR19060769
Dated _____, 2019

RATE SCHEDULE 1
SEWER SERVICE

APPLICABILITY

Applicable for general flat rate residential, commercial, industrial and municipal sewer service to customers served by the Company. The charge for sewer service shall consist of a Fixed Service Charge per Equivalent Dwelling Unit.

FIXED CHARGE – SEWER CUSTOMERS

All sewer service customers shall pay a fixed charge as indicated below, without deductions for temporary vacancy or unoccupancy, based on the number of Equivalent Dwelling Units (EDU) assigned to the customer.

RATE PER QUARTER

\$173.93

EQUIVALENT DWELLING UNITS (EDU)

An EDU represents the annual volume of wastewater contributed to the sewer system by a typical single family home and is equivalent to or less than 77.44 thousand gallons per year. Single family homes and townhomes are each assigned one EDU. The number of EDU for all other customers has been established based on the actual water consumption recorded for calendar year 2015, divided by 77.44 thousand gallons per year per EDU. The volume of wastewater use is assumed to equal water meter registration.

CHARACTER OF SERVICE

Continuous, except as limited by the “Standard Terms and Conditions.”

TERMS OF PAYMENT

Valid bills for sewer service furnished under this schedule will be rendered quarterly in advance and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted.

Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

Issued: _____

Effective: _____

By: Henryk Schwarz, President
Mount Olive Villages Sewer Company, Inc.
200 Central Avenue, Mountainside, NJ 07092

Filed pursuant to Order of the Board of Public Utilities entered in Docket No. WR190606769

Dated _____, 2019