

February 25, 2022

VIA ELECTRONIC MAIL

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

Re: In the Matter of the Petition of Shore Water Company for an
Increase in Rates and Charges for Water Service, and Other Relief
OAL Docket No. PUC 08167-2021S
BPU Docket No. WR21091141

Dear Judge Gertsman:

Enclosed please find a fully executed Stipulation of Settlement (“Stipulation”) resolving all matters at issue in above-referenced proceeding. The Stipulation has been executed by the Petitioner, Shore Water Company (“Company”), the Staff of the Board of Public Utilities and the Division of Rate Counsel.

As the Company hopes to have this matter heard by the Board of Public Utilities at its next public agenda meeting, Petitioner respectfully requests that an Initial Decision approving the Stipulation be issued as soon as practicable.

Thank you for your attention to this matter.

Respectfully submitted,



Stephen B. Genzer

SBG/jg

Enclosures

cc: Staci Migliaccio, Judicial Assistant (w/encls., via email only)

Attached Service List (w/encls., via email only)

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

SERVICE LIST

In the Matter of the Petition of Shore Water Company
for an Increase in Rates and Charges for Water Service, and Other Relief
OAL Docket No. PUC 08167-2021S
BPU Docket No. WR21091141

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**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

IN THE MATTER OF THE PETITION
OF SHORE WATER COMPANY FOR
AN INCREASE IN RATES AND
CHARGES FOR WATER SERVICE,
AND OTHER RELIEF

STIPULATION OF SETTLEMENT

BPU Docket No. WR21091141
OAL Docket No. PUC 08167-2021S

APPEARANCES:

Stephen B. Genzer, Esq. and Shane P. Simon, Esq.,
Saul Ewing Arnstein & Lehr LLP
Attorneys for Petitioner, Shore Water Company;

Susan E. McClure, Esq, Deputy Rate Counsel,
Christine Juarez, Esq., Assistant Deputy Rate Counsel,
and Emily Smithman, Esq., Assistant Deputy Rate Counsel,
on behalf of the Division of Rate Counsel (Brian O. Lipman, Esq., Director);

Meliha Arnautovic, Esq., Deputy Attorney General
(Matthew J. Platkin, Acting Attorney General of New Jersey),
on behalf of the Staff of the New Jersey Board of Public Utilities.

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

I. PROCEDURAL HISTORY

(1) Petitioner, Shore Water Company (“Shore”), is a family-owned and operated public utility of the State of New Jersey, subject to the jurisdiction of the Board of Public Utilities (“Board”) and franchised to provide water service in the South Seaside Park section of Berkeley Township, New Jersey.

(2) Shore has provided service to the residents of South Seaside Park since 1952 and has earned a reputation as a well-run small water utility. The overwhelming majority of Shore’s 1,251 customers are unmetered and billed at a flat rate on an annual basis.

(3) On September 23, 2021, Shore filed a petition with the Board, pursuant to N.J.S.A. 48:2-21, N.J.A.C. 14:1-5.12 and N.J.A.C. 14:9-7.1, et seq., to increase and revise its rates and charges for water service and for other relief. Shore originally requested increased revenues of \$251,522.00, representing an increase of approximately 38.53% over present revenues. Shore subsequently submitted updated schedules, based on actual results for the twelve months ended December 31, 2021, revising its request to \$251,531.00, an increase of approximately 38.53% over present revenues.

(4) On September 29, 2021, the Board transmitted this matter to the Office of Administrative Law (“OAL”) for hearing and initial disposition as a contested case, where it was assigned to the Honorable Jacob S. Gertsman, Administrative Law Judge (“ALJ”).

(5) On October 28, 2021, the Board issued a Suspension Order suspending increases, changes or alterations in rates for service until March 1, 2022.

(6) A telephonic pre-hearing conference was held before ALJ Gertsman on November 15, 2021, at which time dates for a virtual public hearing in Shore’s service area and evidentiary hearings were scheduled. A virtual public hearing was held on January 18, 2021 via Zoom due to the ongoing COVID-19 pandemic.

(7) In the course of this proceeding, Shore was served with, and responded to, extensive discovery requests 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, January 25, 2022. Shore, Rate Counsel, and Board Staff (the “Parties”) also conferred by telephone on a number of occasions to discuss the matter.

II. STIPULATED MATTERS

(8) As a result of an analysis of the petition and exhibits, Shore's responses to discovery propounded by Rate Counsel and Board Staff, as well as their discussions and negotiations in this matter, the Parties have reached an agreement and do hereby stipulate the following:

(9) The twelve months ended December 31, 2021, adjusted for known and measurable changes, is a reasonable and proper test year period.

(10) For purposes of this Stipulation only, it is stipulated and agreed that Shore's rate base is \$1,178,146.00, and that a fair overall rate of return thereon is 6.97800%. Shore's capital structure is 54% equity and 46% debt, with with costs of debt and equity at 3.90% and 9.60%, respectively.

(11) Shore's required operating income is \$82,211.00, and its pro forma operating income is (\$60,359.00)¹ resulting in an operating income deficiency of \$142,570.00 and necessitating a revenue increase of \$210,000.00, representing an overall percentage increase of 31.74% over present rate revenues.

(12) The revenue requirement to which the Parties have stipulated, herein, is necessary to ensure that Shore will continue to provide safe, adequate and proper water service to its customers.

(13) Attached hereto as Attachment A is Shore's proposed tariff, including 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 Shore's typical flat rate, fixed-charged

¹ For clarity, this amount is in the *negative*.

customer with a 3/4" meter will go from \$454.00 to \$600.00, an increase of \$146.00 per year, or 32.16%.

(14) Attached hereto as Attachment B (Schedule R – Proof of Revenues) is a schedule demonstrating that the new rates will produce the revenues to which the parties have stipulated herein and reflecting the percentage increase for all classes of service.

(15) Shore will file a new tariff with the Board, with copies to the parties, in conformity with this Stipulation, to become effective on such date as the Board may direct.

(16) The Parties acknowledge that the Board has directed utilities under its jurisdiction to comply with new legislation requiring utilities to send updated copies of the Board's Customer Bill of Rights ("BOR") to customers on a monthly basis for 18 months. See P.L. 2021, c. 97; In re New Jersey Bd. of Pub. Utilities' Utility Customer Bill of Rights, Docket No. AX21091111. Due to the timing of the Board's Orders concerning the BOR and the significant costs Shore will incur in complying with the new law and the Board's directives, the Parties recommend to the Board that Shore should establish a Regulatory Asset and track all costs it incurs to comply with Board directives concerning the BOR. Three categories of costs would be included in the Regulatory Asset: (1) printing/production costs, (2) mailing costs, and (3) professional fees. The Parties further recommend that the Board should acknowledge that the Parties have agreed to address the costs reflected in that regulatory asset in Shore's next base rate case, with all Parties retaining all their ability to craft a position on those costs which they believe appropriate.

III. MISCELLANEOUS

(17) This Stipulation applies only to this proceeding and is thus executed by the Parties without prejudice to the positions asserted by each in this case and without prejudice to the positions which the parties may choose to assert in future proceedings. The Parties further agree that the purpose of this Stipulation is to reach fair and reasonable rates and to conclude this proceeding. This Stipulation is not in any way intended to restrict or bind any of the Parties hereto with respect to substantive positions they may choose to assert in any pending or future rate proceeding in this or any other forum. Therefore, the Parties acknowledge that the Stipulation herein has been made exclusively for this proceeding before the OAL and Board.


(18) In the event of any modification, amendment or alteration of this Stipulation by the Board, the Parties individually reserve the right to either deem the Stipulation void in toto (in which case the Parties would revert to the status quo prior to the execution of this Stipulation, which in this matter would be submission of testimony and proceeding with evidentiary hearings) or to consent to the modification(s) in writing.

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

WHEREFORE, the Parties hereto do respectfully submit this Stipulation and request that 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.

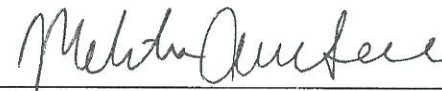
SHORE WATER COMPANY
Attorney for Petitioner

February 25, 2022
Date:

By: 
Stephen B. Genzer, Esq.
Shane P. Simon, Esq.
Saul Ewing Arnstein & Lehr LLP


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

2/25/22
Date:

By: 
Meliha Arnautovic, Esq.
Deputy Attorney General

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

2/25/22
Date:

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

Christine Juarez, Esq.
Assistant Deputy Rate Counsel

Attachment A

SHORE WATER COMPANY
BPU No. 6 WATER

SHORE WATER COMPANY
TARIFF
FOR WATER SERVICE
APPLICABLE IN
BERKELEY TOWNSHIP – OCEAN COUNTY
NEW JERSEY

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

THIS TARIFF FILED PURSUANT TO A DECISION OF THE BOARD OF PUBLIC UTILITIES IN
DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

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AN INTRODUCTION TO CUSTOMERS

The approved tariff located in the Company's office is available for your review. It is also available at the Company's website www.shorewaterco.com. The Company is responsible to maintain its tariff with any changes approved by the Board of Public Utilities and must, by State law and regulations, maintain it in exactly the same format as the Company's tariff on file at the Board of Public Utilities, 44 South Clinton Avenue, PO Box 350, Trenton, New Jersey 08625-

If, after you review this tariff and discuss it with appropriate Company employees, you still have questions regarding clarification or interpretations, please contact the Board of Public Utilities, Division of Water and Wastewater, Bureau of Rates and Tariff Design, at 609-341-9188 (or the Board's Division of Customer Relations at 1-800-624-0241 or 609-341-9188, or by e-mail at: www.nj.gov/bpu/).

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

The Company also has available in its office a leaflet entitled "An Overview of Common Customer Complaints and Customer Rights". This is a summary of the most frequent customer complaints and rights. It does not include all customer rights or utility obligations.

The Board of Public Utilities is responsible for the final interpretation and enforcement of a utility's tariff provisions and rates. The utility is bound by New Jersey Statutes and the Board's regulations. If a conflict should exist in the tariff that is detrimental to the customer, the Board's regulations supersede the tariff provision absent specific approval to the contrary by the NJ Board of Public Utilities. A utility company may provide for more liberal treatment than that provided for in the Board's regulations.

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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 application. (Board Order CX86602155).
- (2) The utility shall not place the name of a second individual on the account of a residential customer unless specifically requested by the second individual (N.J.A.C. 14:3-3.2(b)).

DEPOSITS

- (3) If after notice of the methods of establishing credit and being afforded an opportunity, a customer has not established satisfactory credit, the utility may require a deposit. (N.J.A.C. 14:3-3.4(a)). The deposit amount shall be determined by adding the average monthly service charge for a 12-month service period and one month's average bill.. EX: 12 months total bills = \$763.54 divided by 12 = \$63.63 plus one month's average bill of \$63.63 = \$127.26 deposit, or \$127.
- (4) The utility must furnish a receipt to any customer posting a deposit. (N.J.A.C. 14:3-3.4(i)). The deposit will be returned with simple interest at a rate established annually by the Board of Public Utilities. (N.J.A.C. 14:3-3.5(d)). Once the customer has established satisfactory credit with the utility, the deposit shall be returned to the customer with interest due. (N.J.A.C. 14:3-3.5(a)-(b)). The customer has the option of receiving the deposit refund either by a check or a credit on the account. (N.J.A.C. 14:3-3.5(h)). If a residential customer's deposit is not returned, the utility shall credit the customer's account with the accrued interest once every twelve months. (N.J.A.C. 14:3-3.5(g)).
- (5) Where a water or sewer utility furnishes unmetered service, for which payment is received in advance, it may not require a deposit. (N.J.A.C. 14:3-3.4(j)).

DEFERRED PAYMENT AGREEMENTS

- (6) A residential metered customer is entitled to at least one deferred payment plan in one year. In the case of a residential customer who receives more than one utility service from the same utility (ex: water and sewer, gas and electric) and the amount which is in arrears is a combination of those services, the utility shall offer a separate deferred payment agreement for each service based on the outstanding balance for that service. (N.J.A.C. 14:3-7.7(b)(2)). The Company MUST renegotiate the deferred payment agreement should the customer's financial situation change significantly. (N.J.A.C. 14:3-7.7(b)(5)). The Company must also issue a new discontinuance notice each time it intends to shut off service, including defaults on the terms of the agreement. In the case of a residential customer who receives more than one utility service from the same utility and has subsequently entered into an agreement for each separate service, default on one such payment agreement shall constitute grounds for discontinuance of only that service. (N.J.A.C. 14:3-7.7(f)).

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(7) A water and sewer utility shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute provided the undisputed charges are paid and a request is made to the Board within five (5) days for investigation of the disputed charge. (N.J.A.C. 14:3-3A.2(e)(5)). The Company must advise the customer of their right to appeal to the Board of Public Utilities. N.J.A.C. 14:3-7.6(b)(1)-(3)).

(8) A customer has at least fifteen (15) days to pay a bill. A water and/or sewer utility may not discontinue water and sewer service unless written notice giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The notice shall not be given until after the expiration of the said fifteen (15) days' time to pay a bill. (N.J.A.C. 14:3A.3). The notice shall contain sufficient information for the customer to notify the Board of Public Utilities of the nature of the dispute. The utility shall make a good faith effort to determine which of its residential customers are over 65 years of age, and shall make good faith efforts to notify such customers of discontinuance of service by telephone in addition to notice by regular mail. This effort may consist of an appropriate inquiry set forth on the notice informing customers that they may designate a third party to receive notice of discontinuance. Utilities shall annually notify all residential customers that, upon request, notice of discontinuance of service will be sent to a designated third party as well as to the customer of record. (N.J.A.C. 14:3A.4(b)-(c)).

(9) Public utilities shall not discontinue residential service involuntarily 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 New Jersey State holiday or on a New Jersey State holiday absent such emergency. (N.J.A.C. 14:3-3A.1(c)).

(10) A tenant 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(a)).

(11) A customer has the right to have any complaint against the utility handled promptly by that utility. Board Order, (Docket Number C08602155).

(12) Each utility shall, upon request, furnish its customers with such information as is reasonable in order that the customers may obtain safe, adequate, and proper service. (N.J.A.C. 14:3-3.3(a)). Each utility will provide each of its customers with a copy of the "Customer's Bill of Rights" as approved by the Board, effective at the time of service initiation. (N.J.A.C. 14:3-3.3(b)). 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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METERS

(13) The utility must provide for one free meter test each twelve (12) months if the customer so requests it. (N.J.A.C. 14:3-4.5(a)). The customer can request that the Company or the Board may test the meter. (N.J.A.C. 14:3-4.5(e)). A meter of a customer who has a complaint filed with the Board reflecting on the accuracy of the meter shall not be removed from service by the utility during the pendency of said complaint or during the following thirty (30) days unless otherwise authorized or directed by the Board. (N.J.A.C. 14:3-4.8(c)). When a billing dispute is known to exist, the electric, gas, or water utility shall, prior to removing the meter, advise the customer that they may have the meter tested by the utility or may have the Board either conduct a test of the meter or witness a testing of the meter by the utility, and that in any event the customer may have the test witnessed by a third party. (N.J.A.C. 14:3-4.5(c)). A meter test arising from a billing dispute may be appropriate in instances which include, but not limited to, unexplained increased consumption, crossed meters, consumption while an account is vacant, or any other instance where the meter's accuracy might be an issue in a bill dispute. (N.J.A.C. 14:3-4.5(d)).

(14) 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 ascertained, then the adjustment shall be such percentage as the meter is found to be in error at the time of test adjusted to 100 percent on the amount of the bills covering the entire period that the meter has registered inaccurately. (2) In all other cases, the adjustment shall be determined as set forth in N.J.A.C. 14:3-4.6(c). No adjustment shall be made for a period greater than the time during which the customer had 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).

(15) A utility must maintain records of customers' metered customer's accounts for such billing period occurring within a six (6) year period. Such records shall contain all information necessary to permit computation of the bill. (N.J.A.C. 14:3-4.7(d)).

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(16) Bills rendered for metered service must contain the following information: (a) the meter readings at the beginning and end of the billing period; (b) the dates on which the meter is read; (c) the number and kind of units measured; (d) identification of applicable rate schedule or a statement that the applicable rate schedule will be furnished on request; (e) the amount of the bill; (f) a distinct marking to indicate an estimated, average or a remote meter index; (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(b)(1)-(9)). Bills rendered for unmetered service, must contain the following information: (a) the time period covered by the bill, (b) identification of the applicable rate schedule, or a statement that the applicable rate will be furnished upon request, (c) the amount of the bill, and (d) if the utility uses gross and net billing, the date by which payment must be made to qualify for the net billing or discount. (N.J.A.C. 14:3-7.3(a)(1)-(4)).

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SHORE WATER COMPANY
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Third Revised Sheet No 2
Superseding Second Revised Sheet No. 2

TERRITORY SERVED

THE AREA OF BERKELEY TOWNSHIP KNOWN AS
SOUTH SEASIDE PARK IN THE COUNTY OF OCEAN,
STATE OF NEW JERSEY.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
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BPU No. 6 WATER

STANDARDS TERMS AND CONDITIONS

RULES AND REGULATIONS APPLICABLE TO WATER SERVICE.

1. GENERAL RULES

1.1 Shore Water Company hereby adopts the regulations for Water Utilities promulgated by the Board of Regulatory Commissioners of the State of New Jersey, which regulations are incorporated herein by reference thereto.

2. CROSS-CONNECTIONS AND INTERCONNECTIONS

2.1 No cross-connections or interconnections connecting the pipelines or facilities of the Company with other pipelines or facilities supplied with water from other sources shall be permitted without the express consent of the Company.

3. SERVICE CONNECTIONS

3.1 Service connections from the street main to the curb line, including the curb stop and box, shall be made by the Company at its own cost and shall be under its sole control.

4. RECONNECTIONS OF SERVICE

4.1 Whenever the Company reconnects service to a customer under the following conditions, a charge will be made for providing this service:

4.2 Physical reconnections of service after disconnection for non-payment of a valid bill or physical reconnection of service after disconnections to seasonal accounts including lawn irrigation accounts shall incur a \$75 charge during normal working hours and a \$125 charge after normal working hours.

Disconnections of service for these purposes is defined as the actual shutting off of the flow of water, e.g. by operating a valve or curb stop and or removal of the meter.

4.3 Reconnections of service after it has been determined by the Company that a customer has:

- (1) illegally reconnected after service has been terminated for nonpayment of a valid customer bill;
- (2) violated the Company's rules and regulations;
- (3) illegally tampered with the Company's equipment including reconnection of service by anyone other than Company personnel or authorized agent of the Company;
- (4) Illegally reconnected after service has been temporality terminated at the customer's request for seasonal shut off; and
- (5) Illegally reconnected after service has been temporarily terminated by at the customer's request for demolition of a dwelling unit, renovation or construction of a dwelling unit.

In these instances, the Company will disconnect service and the Customer shall incur a reconnection charge of \$200 during normal working hours and \$250 charge for after working hours.

If the company determines that a customer or a customer's agent has violated any of the above illegal reconnections for a second time the Company will disconnect service and install a permanent locking device to the Company's equipment. The cost of such device is to be back charged to the customer at the Company's cost and charge \$200 to reconnect service during normal working hours and \$250 charge after normal working hours. Both the equipment back charge and the reconnection charge must be paid in full before Customer's service is reconnected. In addition, the Company may collect a customer deposit as a condition of reconnection to the extent such deposits are permitted by applicable administrative regulations.

Disconnections of service for these purposes is defined as the actual shutting off of the flow of water, e.g., by operating a valve or curb stop and or removal of the meter.

4.4 Physical reconnection of service after disconnection request by the Customer due to demolition of dwelling unit or long-term construction (excluding repairs lasting less than 48 hours or inspections) shall incur a reconnection charge of \$200 during normal working hours and \$250 during at all other times.

Disconnections of service for these purposes is defined as the actual shutting off of the flow of water, e.g., by operating a valve or curb stop and or removal of the meter.

For purposes of all reconnections of service, normal working hours is defined as 8 am - 4 pm Monday thru Friday. All other times include evenings after 4 pm, mornings before 8 am, all times on Saturday, Sundays and Company observed holidays.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

THIS TARIFF FILED PURSUANT TO A DECISION OF THE BOARD OF PUBLIC UTILITIES IN
DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

5. METERS AND METER SETTING

5.1 All meters shall be furnished and installed at the Company's expense and remain the property of the Company.

5.2 All meters shall be set at convenient locations, accessible to the Company, and subject to its control. Meters shall, when possible and it is agreeable to the Customer and the Company, be installed within the building supplied, at a point approved by the Company, so as to control the entire supply; and a proper place and protection therefor shall be provided by the Customer. The Customer must bear the cost of all pipe changes on his premises made necessary to receive the Company's meter with couplings.

5.3 In any case where it is not convenient or agreeable to both the Customer and the Company to place the meter within the building, the meter will be placed outside the building in a suitable vault of concrete or brick, or meter box, provided with a suitable cover and locking device. The outside meter vault or meter box, shall be located inside the property line or near the curb stop at the option of the customer. It shall be a suitable and safe place for the installation of a specifications of an approved meter pit setting.

5.4 The cover and locking device for each outside meter vault or meter box shall conform to a proper uniform standard established by the Water Company.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

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DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

5. METERS AND METER SETTING (Continued)

5.5 Meters will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer will be responsible to the Company for any injury or damage rising from his fault or neglect. The customer shall permit no one except an agent of the Company to remove, inspect or tamper with the meter or other property of the Company on his premises. All damages due to freezing, hot water or other external causes, shall be paid by the customer, and the Company will not be liable for any damage arising from conditions beyond its control.

6. METER TESTING

6.1 The quantity recorded by the meter shall be considered the amount of water passing through the meter, which amount shall be conclusive to both the customer and the Company, except when the meter has been found to be registering fast by 1 1/2 percent or has ceased to register. In such cases, the quantity may be determined by the average registration in the case of non-registering meters in a past or prospective corresponding period, at the option of the customer.

The Company will diligently attend to situations where meters are suspected of failing to register the full use of water.

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

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

(a) Whenever a meter is registering fast by 1 1/2 percent or more, an adjustment of charges shall be made in accordance with the following:

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

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DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

6. METER TESTING (Continued)

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 to 100 percent on the amount of the bills covering the entire period that the meter had registered inaccurately.
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 electric and gas 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.

7. CUSTOMER BILLS

7.1 If a customer is metered, meters will be read monthly or quarterly and customers will be billed monthly or 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 If a customer is metered, 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 Schedule of rates.

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.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

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BPU No. 6 WATER

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 closing 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.

(b) 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 utility, then the outstanding deposit shall be refunded to the customer. Each utility shall afford its customers 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. Good credit is established when the bill is paid within 15 days of the mailing date.

(c) Simple interest at a rate equal to the average yields on new six month treasury bills for the 12-month period ending each September 30 shall be paid by the utility on all deposits held by it, provided the deposit has remained with the utility for at least three months. Said rate, which shall be rounded up or down to the nearest half percent, shall become effective on January 1 of the following year. The Board shall perform the annual calculation to determine the applicable interest rate and shall notify the affected public utilities of said rate.

1. The interest based upon the average yields on new six month treasury bills shall be applied to all deposits received by the public utility on and after January 1, 1989.
2. Interest payments shall be made at least once during each 12 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 the Company to secure residential accounts.

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BY: SHORE WATER COMPANY
105 – 23RD Avenue
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BPU No. 6 WATER

9. MISCELLANEOUS

9.1 Water shall not be turned on or off to any Consumer's premises, by any person not an agent of the Company.

9.2 The authorized agents of the Company shall have the right of access at all reasonable hours, to the premises supplied with water for the purposes of reading meters, examining pipes and fixtures, and necessary in the conduct of the Water Company business, and will carry with them proper credentials denoting their employment by the Company.

9.3 The Company shall not be liable for any claim or damage arising from a shortage of water, the breaking of machinery or other facilities, or any other causes beyond its control.

9.4 As necessity may arise in case of a break, emergency, or other unavoidable causes, the Company shall have the right to temporarily cut off the water supply in order to make the necessary repairs, connections, etc., but the Company will use all reasonable and practicable measures to notify the customer in advance of such discontinuance of service. In no case will the Company be liable for any damage or inconvenience suffered by the Customer, nor in any case for any claim against it for interruption of service, lessening of supply, inadequate pressure, poor quality of water, or any other cause beyond its control. The Company may restrict or regulate the quantity of water used by Consumers in case of scarcity, or whenever the public welfare may require it.

9.5 No Consumer shall open or close any Company's stop cocks or valve in any public or private line.

9.6 No agent or employee of the Company shall have the right or authority to bind it by any promise, agreement or representation contrary to the letter of intent of these terms and conditions.

9.7 The Company reserves the right to change or amend from time to time these terms, conditions, and rates for the use of water, in accordance with the laws, and upon approval of the Board of Regulatory Commissioners.

ISSUED:

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105 – 23RD Avenue
So. Seaside Park, NJ

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BPU No. 6 WATER

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

10.1 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 10.1 and 10.3 herein, suspend, curtail or discontinue services pursuant to N.J.S.A. 48:2-23, N.J.S.A. 48:2-24 and N.J.A.C. 14:3-3.6 for any of the following acts or omissions on the part of the customer:

(a) Connecting or operating 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

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

(c) 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.

10.2 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 \$200.00 during normal working hours, and \$250.00 at all other times for each restoration.

10.3 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 any extraordinary demand and/or diminished supply, the Company may restrict the use of water whenever the public welfare may require it and if necessary may shut off the water in its mains and pipes. In such cases, the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a

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105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

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DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

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 for this tariff.

10.4 The Company may restrict water service during certain periods, where the Company advises the Board of Regulatory Commissions, 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 and Energy pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and Energy and the Board by each utility by the speediest means of communication available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.9(b), within one week. Thereafter, the utility shall provide weekly reports for the duration of the emergency.

10.5 When the supply of water to individual customer 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 customer's 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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105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

THIS TARIFF FILED PURSUANT TO A DECISION OF THE BOARD OF PUBLIC UTILITIES IN
DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

RATE SCHEDULE NO. 1

APPLICABLE TO USE FOR SERVICE FOR: Domestic Use – unmetered

CHARACTER OF SERVICE: Continuous

APPLICABILITY: This flat rate schedule is applicable to premises for dwelling purposes. Bills shall be rendered annually in advance. The following is the flat rate charge per annum:

Flat Rate Service Charge per Annum for Service Connections 3/4 inch and under: \$600.00

Flat Rate Service Charge per Annum for Service Connections greater than or equal to 1 inch:

<u>SIZE OF SERVICE LINE</u>	<u>CHARGE PER ANNUM</u>
1"	\$ 810.00
1 ½"	\$ 1,280.00
2"	\$ 1,880.00

Customers supplied with water under a Flat Rate Contract will not be permitted to use the water for any other purposes other than is stated in the application or agreement permit from the company.

Water will not be furnished where pipes are inferior, the plumbing defective or the faucets, water closets, or other fixtures leaking or imperfect and when such conditions are discovered, the supply of water will be cut off or a meter installed at the customer's expense unless immediate repairs are made.

TERMS OF PAYMENT: Effective 2001, customers shall have the option of paying their water bills in two installments with 50 percent of the bill payable by March 1st and the remaining 50 percent by July 1st.

SPECIAL PROVISIONS: Bills for service to condominium units shall be sent to condominium owners association or to individual condominium unit owners, whoever is the customer of record as determined by the application for water service.

REFUNDS: No refunds of the flat rate charge will be made after September 1 of the service year.

Pro-Rated Billings: New or rebuilt homes will be billed on a pro-rata basis from the date of occupancy granted by the township of Berkeley.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

THIS TARIFF FILED PURSUANT TO A DECISION OF THE BOARD OF PUBLIC UTILITIES IN
DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

RATE SCHEDULE NO. 2

APPLICABLE TO USE FOR SERVICE FOR:

PUBLIC FIRE PROTECTION

CHARACTER OF SERVICE:

CONTINUOUS EXCEPT AS LIMITED BY THE STANDARD TERMS AND CONDITIONS

RATE:

\$59.125 per Fire Hydrant per Quarter

TERMS OF PAYMENT:

ALL CHARGES FOR SERVICE UNDER THIS RATE SCHEDULE NO. 2 SHALL BE PAYABLE QUARTERLY IN ADVANCE AND ARE DUE AND PAYABLE IN FULL WITHOUT DISCOUNT WITHIN 15 DAYS OF THE DATE RENDERED.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

THIS TARIFF FILED PURSUANT TO A DECISION OF THE BOARD OF PUBLIC UTILITIES IN DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

RATE SCHEDULE NO. 3

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

<u>SIZE OF METER</u>	<u>CHARGE PER QUARTER</u>	<u>SIZE OF METER</u>	<u>CHARGE PER QUARTER</u>
5/8"	\$ 33.28	3"	\$ 496.83
3/4"	\$ 49.70	4"	\$ 828.16
1"	\$ 82.79	6"	\$1,656.05
1.5"	\$165.57	8"	\$2,649.70
2"	\$264.86		

CONSUMPTION CHARGES

\$6.8723 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 the statement is rendered.

COMMERCIAL AND METERED CONDOMINIUM ACCOUNTS: All bills for service shall be rendered quarterly, arrears.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

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

THIS TARIFF FILED PURSUANT TO A DECISION OF THE BOARD OF PUBLIC UTILITIES IN DOCKET NO. WR21091141 DATED: _____, 2022

BPU No. 6 WATER

RATE SCHEDULE NO. 4

WATER FOR BUILDING OR OTHER TEMPORARY PURPOSES

Where water is furnished for building purposes, a flat rate of \$50.00 per month shall apply payable in advance. No proration will be made in the month which the dwelling unit receives a Certificate of Occupancy by Berkeley Township Construction Department. The flat rate amount of \$50.00 per month will continue until a valid customer application is received and service is billed under another applicable rate schedule. A one-time Customer set up fee of \$25 will be charged and billed with the initial month of billing for charges under Rate Schedule No. 4.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

THIS TARIFF FILED PURSUANT TO A DECISION OF THE BOARD OF PUBLIC UTILITIES IN
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BPU No. 6 WATER

RATE SCHEDULE NO. 5

CHARGES NOT INVOLVING USE WATER

There will be service charge, in the amount of \$200.00 during normal working hours and \$250.00 during all other times for changing meters when a meter is removed for repairs for which the customer is responsible. No additional charge will be made for turning on water.

Repairing or replacing meters damaged due to the negligence of customer, meters of all sizes, charged at cost, but not to exceed the cost of meter.

There will be a service charge of \$20.00 per occurrence if a customer's check for payment of water service is dishonored which shall be payable upon presentation of the bill.

Where service has been discontinued and the customer damages the Company's equipment used to effectuate the discontinuance, including but not limited to items such as locks and plugs, the customer shall be responsible for payment of the actual costs of replacement of the property prior to restoration of service.

Where the Company is required, at the direction of the health department, to cleanup a hazard on the customer's premises caused by a discharge, backup, or other overflow from a vent at the customer's property, the customer shall be responsible for a payment of a fee equal to the costs incurred by the Company to clean up the hazard on the customer's premises.

ISSUED:

EFFECTIVE: March 9, 2022

BY: SHORE WATER COMPANY
105 – 23RD Avenue
So. Seaside Park, NJ

GLORIA F. STUART, PRESIDENT

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BPU No. 6 WATER

RATE SCHEDULE NO. 6

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>
3"	\$ 595.84
4"	\$ 993.34
6"	\$2,384.22

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

Terms of Payment: Bills are due and payable in full without discount within 15 days of the date rendered.

ISSUED:

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105 – 23RD Avenue
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GLORIA F. STUART, PRESIDENT

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BPU No. 6 WATER

Attachment B

SHORE WATER COMPANY
REVENUES UNDER PROPOSED TARIFF RATES

SCHEDULE R
12+0 UPDATED FOR SETTLEMENT
OF REVENUE REQUIREMENT & TARIFF

GENERAL METERED SERVICE

METER SIZE	QUANTITY	RATE QUARTERLY	ANNUAL REVENUE	PERCENTAGE INCREASE
5/8"	1	\$33.28	\$133	33.00%
3/4"	5	\$49.70	\$994	32.36%
1"	11	\$82.79	\$3,643	32.44%
1 1/2"	4	\$165.57	\$2,649	32.38%
2"	14	\$264.86	\$14,832	32.41%
3"	0	\$496.83	\$0	32.41%
4"	1	\$828.16	\$3,313	32.43%
6"	2	\$1,656.05	\$13,248	32.41%
8"	0	\$2,649.70	\$0	32.41%
TOTAL FIXED GENERAL METERED SERVICE REVENUE			\$38,812	

FLAT RATE UNMETERED REVENUE (BASED ON SERVICE LINE SIZE)

SERVICE LINE SIZE	QUANTITY	ANNUAL RATE	ANNUAL REVENUE	PERCENTAGE INCREASE
3/4"	1221	\$600.00	\$732,600.00	32.16%
1"	22	\$810.00	\$17,820.00	78.41%
1 1/2"	1	\$1,280.00	\$1,280.00	181.94%
2"	0	\$1,880.00	\$0.00	314.10%
TOTAL FLAT RATE UNMETERED REVENUE			\$751,700.00	

PUBLIC FIRE CHARGES

	QUANTITY	RATE QUARTERLY	ANNUAL REVENUE	PERCENTAGE INCREASE
HYDRANTS	43	59.12	\$10,169	
TOTAL PUBLIC FIRE REVENUE			\$10,169	4.00%

PRIVATE FIRE SERVICE

	QUANTITY	RATE QUARTERLY	ANNUAL REVENUE	PERCENTAGE INCREASE
3"	1	595.84	\$2,383	32.37%
4"	3	993.34	\$11,920	32.42%
6"	0	2,384.22	\$0	32.42%
TOTAL PRIVATE FIRE CHARGES			\$14,303	

OTHER REVENUES OTHER THAN CONSUMPTION
MISCELLANEOUS SERVICE REVENUE

	1,833	
TOTAL REVENUE OTHER THAN CONSUMPTION REVENUE		\$816,818

CALCULATION OF CONSUMPTION CHARGE

REVENUE REQUIREMENT	\$871,716
LESS SERVICE REVENUE	\$1,833
LESS FIXED REVENUE	
PUBLIC FIRE	\$10,169
PRIVATE FIRE	\$14,303
FACILITY METERED CUSTOMERS	\$38,812
UNMETERED REVENUE	\$751,700
TOTAL REVENUES OTHER THAN CONSUMPTION	\$816,818

REVENUES TO BE GENERATED FROM
CONSUMPTION

	\$54,898	\$54,898
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PROFORMA CONSUMPTION MG THREE YEAR AVERAGE 2019-2021

	8,000
--	-------

RATE PER 1000 GALLONS EXCLUDING
PUBLIC COMMUNITY WATER TAX

	\$6.8623
--	----------

DOLLAR INCREASE	\$5.2107
PERCENTAGE INCREASE	\$1.6516
	31.69581%

31.69581%

TOTAL REVENUE \$871,716