

UNITED WATER TOMS RIVER INC.
BPU NO. 9 - WATER

UNITED WATER TOMS RIVER INC.
(Formerly known as Toms River Water Company)

TARIFF

FOR

WATER SERVICE

APPLICABLE

IN

THE MAINLAND PORTION OF TOMS RIVER TOWNSHIP,
APPROVED FRANCHISE AREAS OF BERKELEY TOWNSHIP, APPROVED
FRANCHISE AREAS OF BRICK TOWNSHIP, AND THE BOROUGH
OF SOUTH TOMS RIVER, ALL IN OCEAN COUNTY, NEW JERSEY.

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Filed pursuant to a November 7, 2008 decision adopting Interim rates and pursuant
to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

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TERRITORY SERVED

The Mainland portion of Toms River Township, Borough of South Toms River, approved franchise areas of Berkeley Township, and approved franchise areas of Brick Township.

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Issued: February 2, 2009

Effective: November 7, 2008
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UNITED WATER TOMS RIVER INC.
BPU NO. 9 – WATER

SECTION 1

STANDARD TERMS AND CONDITIONS

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS OF TERMS

- 1.1 "Company" means United Water Toms River Inc., a corporation of the State of New Jersey, having offices located at 15 Adafre Avenue, Toms River, New Jersey, 08753.
- 1.2 "Tariff," as referred to herein, is this entire "Tariff for Water Service," as the same may be amended or revised from time to time.
- 1.3 "Water Service" includes all service necessary to supply customers with their water at their premises.
- 1.4 "Customer" is any partnership, firm, corporation, governmental subdivision, person, or agency receiving water service to the premises and who has made application to receive such service from the Company, in accordance with Section 2.1 of this Tariff.
- 1.5 "Premises" include the following:
- (a) A building under one roof owned by one party and occupied by one family or one business.
 - (b) A combination of buildings owned or leased by one party in one common enclosure occupied by one family or one business.
 - (c) Each side of a double house or building separated by a solid vertical partition wall occupied by one family, or one corporation or firm, as a residence or place of business.
 - (d) A public building.
 - (e) A single plot, such as a park, playground or cemetery.
 - (f) Each unit or apartment, within a residential or commercial condominium, co-operative or apartment development, including garden-type apartments, which is adaptable to separate metering.
 - (g) Each building, portion of a building or combination of buildings within a commercial or residential condominium, co-operative, or apartment development, including garden-type apartments, when individual units or apartments within such developments are not adaptable to separate metering.

Filed pursuant to a November 7, 2008 decision adopting Interim rates and pursuant to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

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STANDARD TERMS AND CONDITIONS

- 1.6 A "transmission main" is a pipeline of large diameter (usually 16" and larger) which delivers water from the various pumping stations and distribution reservoirs to the distribution mains.
- 1.7 A "distribution main" is a pipe which delivers water to the service pipes attached thereto to serve the premises of customers.
- 1.8 A "tap or corporation stop" is the fitting inserted in the distribution main to which the service pipe is attached. It is used for shutting off the water in case of repairs to the service pipe.
- 1.9 A "service pipe" is a supply pipe leading from the corporation stop at the main to the curb stop.
- 1.10 A "curb stop" is the fitting attached to the service pipe at the curb, for turning on and shutting off water in emergencies or for purposes of repair.
- 1.11 A "connecting pipe" is the supply pipe connected to the service pipe at the curb stop and leading there from to the meter on the customer's premises.
- 1.12 A "meter" is a mechanical device which registers the quantity of water supplied to the customer.
- 1.13 A "pressure regulator" is a device which is placed in pipelines to maintain automatically a given working pressure on its outlet side regardless of the pressure on the inlet side.
- 1.14 A "pressure relief valve" is a device installed in pipe lines and other pressure systems to relieve automatically excess house system pressure, above the predetermined setting of the relief valve.
- 1.15 A "check valve" is an automatically operated valve designed to permit the flow of water in one direction only.
- 1.16 A "water main extension" is an addition to the existing system of transmission and distribution mains, constructed by the Company.

Filed pursuant to a November 7, 2008 decision adopting Interim rates and pursuant to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

Issued: February 2, 2009

Effective: November 7, 2008
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- 1.17 A “remote meter reading device” consists of a transmitter device that attaches to the customer’s water meter and allows for the transmission of the customer’s water consumption data to the Company’s remote reading devices. The transmitter may either be hard wired to a receptacle installed on the outside of the customer’s premises or equipped with a radio transmitter.
- 1.18 An “unapproved source of supply” is any water source or supply which is not a Public Community Water System as defined in law or regulation.
- 1.19 “Multi-Use Service” – Water service supplied to a structure through one water line extending from the water main to the structure and which is used inside the structure for both domestic water service and fire suppression service.
- 1.20 “Customer’s Water System” – All water facilities on the customer’s side of the meter, or on the customer’s side of the water service, which are owned or controlled by the customers.

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STANDARD TERMS AND CONDITIONS

2. APPLICATIONS FOR WATER SERVICE

2.1 Application for water service shall be in accordance with the following:

- (a) Application for water service to a new building or to premises not previously supplied shall be made at the Customer Service Office of the Company, in person, by mail or by telephone, by the owner, lessee or duly authorized agent. The applicant shall be required to sign a form provided by the Company.
- (b) Application for water service to premises previously supplied shall be made at the Customer Service Office of the Company, in person, by mail or by telephone, by the owner, lessee or duly authorized agent.

2.2 The Company shall provide or extend water service to applicants or customers connected to an unapproved source of supply, in accordance with the following:

- (a) All non-residential applicants or customers shall install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the applicant or customer upon request.
- (b) Upon determination by the Company that a threat of contamination to the public water supply exists, residential applicants or customers shall be required to install or cause to be installed, at the customer's expense, an "approved physical connection installation" as defined by and in accordance with regulations of the New Jersey Department of Environmental Protection applicable to physical connections, and to otherwise comply with Paragraph 7.6 of this Tariff. Copies of these regulations are available to the customer or application upon request.

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STANDARD TERMS AND CONDITIONS

- 2.3 An applicant for water service shall state at the time of making application, the purposes for which service will be used and may be required to sign an agreement or other form covering special circumstances for the supply of such service. A separate application is required for a supply of water for special purposes.
- 2.4 The Company may reject applications for water service for the following reasons:
- (a) Where such service is not available.
 - (b) Where such service might adversely affect the safety or adequacy of service furnished other customers present or prospective.
 - (c) When the applicant's piping installation is not in accordance with the Company's standard terms and conditions or any applicable plumbing codes.
 - (d) Where the applicant refuses to agree to comply with the Company's standard terms and conditions.
 - (e) When any valid bill to the applicant for water service furnished at any previous or present location remains outstanding. However, the Company will accept applications in such situations if the customer agrees to a reasonable payment arrangement as set forth in N.J.A.C. 14:3-7.13 (c).
- 2.5 Applications for water service are not transferable. Each new owner or occupant of the premises to be supplied is required to make an application for water service as provided in Paragraph 2.1 of this Tariff.
- 2.6 Except as authorized by the Company, a customer shall not provide water service to others through the meter located in his premises, or use water at any premises not designated in the application.
- 2.7 If application is made for the supply of water for building construction purposes, the Company shall have the options of providing metered or unmetered service. If metered, the water used shall be billed at the rates applicable to General Metered Service set forth in Rate Schedule No. 1 of this Tariff. If unmetered, the water used shall be billed at the rates applicable to Building Construction Service set forth in Rate Schedule No. 5 of this tariff.

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- 2.8 Application may be made for a new connection and service pipe through which water service is not immediately desired or desired for temporary use. Upon making the application the customer shall enter into a special form of agreement with the Company, which provides that the customer shall bear the entire expense of making the connection but shall be entitled to a refund of the cost of installing the service line from the main to the curb, including the curb stop, whenever permanent regular service is begun within ten years from the date of installation of the connection.
- 2.9 The Company, where necessary, will make application for any street or highway opening permits for installing service connections and shall not be required to furnish water service until a reasonable time after such permits are granted. Any charge for permission to open the street or highway for installing facilities which is imposed by a municipality or other governmental agency controlling the street or highway shall be paid by the party desiring water service.
- 2.10 The Company will provide water service to premises owned in whole or in part by a condominium association under the following terms and conditions:
- (a) Whenever practicable, water service will be provided through a separate meter for each condominium "unit" as such term is defined in the Condominium Act of New Jersey. Upon determination by the Company that condominium units cannot be separately metered, water service shall be provided through a separate meter for each building, or portion thereof or combination of buildings.
 - (b) Where water service to condominiums will be provided through separate meters for each condominium unit, a separate meter or separate meters shall be provided for the common elements as such term is defined in the Condominium Act of New Jersey.
 - (c) Applications for water service to condominium units which are separately metered shall be made by the unit owners. Application for water service to condominium units which are not separately metered and applications for water service to the common elements shall be made by the condominium association.

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- (d) Each condominium association will be held liable, as customer of record, for all charges for water services to the common elements, and where individual condominium units cannot be separately metered, for all water service rendered to such condominium association and its unit owners.
- (e) Each condominium association or unit owner making application for service shall be responsible for the maintenance and repair of any facilities installed which do not become the property of the Company.

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STANDARD TERMS AND CONDITIONS

3. CUSTOMERS DEPOSITS

- 3.1 The Company reserves the right to require a deposit equal to the estimated average bill of the customer for a given billing period increased by one month's estimated average bill, where credit of the customer has not been established. Good credit is established when the customer pays the bills rendered within 30 days of receipt of the bill. Interest on such deposits will accrue at the current rate prescribed by the Board of Public Utilities. Interest payments will be made at least once during the 12 month period in which a deposit is held and shall take the form of credits on bills for service rendered or to be rendered.
- 3.2 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in an amount sufficient to secure the payment of future bills. The amount of the deposit shall be the estimated average bill of the customer for a given billing period increase by one month's estimated average bill. Service may be discontinued for failure to make such deposit, after proper notice.
- 3.3 Deposits will be required to guarantee the payment for metered water used for construction purposes where no advance payments have been made. These deposits will be based upon the cost of the meter, plus the estimated amount of water which may be used during construction. When the meter is returned to the Company in good condition, the outstanding deposit will be refunded with interest due, less any amount due for unpaid bills.
- 3.2 If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and will require that the deposit be restored to its original amount.
- 3.3 The Company will furnish a deposit receipt to each customer who has made a deposit. Customers will be required to surrender the deposit receipt upon return of their deposits. If the receipt cannot be produced, a written agreement, to indemnify the Company against any claim arising from failure to surrender the original receipt, may be required.

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STANDARD TERMS AND CONDITIONS

- 3.4 The Company will review a residential customer's account at least once every year and a nonresidential customer's account at least once every two years. If this review indicates that the customer has established credit satisfactory to the Company, the outstanding deposit will be refunded to the customer.
- 3.5 Upon closing a customer's account, the balance of any deposit remaining with the Company shall be applied to the customer's account and any credit balance will be returned to the customer with interest due.
- 3.6 The good credit is only applicable to the deposit section and does not impair the Company's right to also take collection action in accordance with the Board of Public Utilities Rules. Credit will not be impaired for disputing a bill.

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STANDARD TERMS AND CONDITIONS

4. WATER MAIN EXTENSIONS

- 4.1 Applications for water main extensions shall be made in person, by telephone or by mail, at the Customer Service Office of the Company. Upon receipt of such application, the Company will review and advise the applicant as to the most suitable plan for installing the proposed water main extension and the probable cost to the applicant.
- 4.2 Distribution mains will be extended only in public streets or highways provided that the consent of the public body responsible for the repair and maintenance of such streets or highways is first obtained, or in new streets or highways, not yet accepted, but which have been laid out according to an accepted plan approved by the appropriate authority. The Company will require an easement in cases where the streets or highways have not yet been accepted. In no case, however, will distribution mains be installed until streets or highways have been rough graded to an established and approved grade.
- 4.3 Water main extensions will be installed and deposits will be required pursuant to agreements between the Company and the applicant.
- 4.4 Each water main extension shall become part of the distribution system and shall be owned, maintained and controlled by the Company.
- 4.5 The Company will extend water service in accordance with all applicable laws of the State and Board of Public Utilities regulations and orders including but not limited to those regulations contained in N.J.A.C. 14:3-1, N.J.A.C. 14:3-6, N.J.A.C. 14:3-8, and N.J.A.C. 14:3-10.

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STANDARD TERMS AND CONDITIONS

5. SERVICE PIPES

- 5.1 The service pipe from the distribution mains to the curb line, including the curb stop will be furnished, installed and maintained by the Company at its expense, except as follows:
- (a) Where water service is not immediately desired or desired for temporary use, the customer shall be responsible for the cost of installing the service pipe in accordance with Paragraph 2.8 of this Tariff.
 - (b) Where customers are exempt pursuant to Paragraph 8.3 of this Tariff, the actual cost of installing the service pipe shall be reimbursed to the Company by the customer.
 - (c) Curbs stops and service pipe will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer 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 curb stop or service pipe or other property of the Company on his premises. All damage caused by the customer, including but not limited to the unauthorized operation of the curb stop or installation of trees, bushes, sidewalks, etc. in the close proximity of the curb stop, shall be paid by the customer, and the Company will not be liable for any damage arising from the conditions beyond its control.
- 5.2 Only employees or other persons authorized by the Company will be permitted to make connections to the mains of the Company.
- 5.3 The Company will control the size of the opening to be made in the distribution main and the size of the service pipe to be installed.
- 5.4 No service pipe will be installed where the connecting pipe is laid or to be laid in the same trench with the gas pipe, sewer pipe, electric conduit or any other facility of a public service company, nor within three feet of any open excavation or vault.

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Issued: February 2, 2009

Effective: November 7, 2008
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STANDARD TERMS AND CONDITIONS

- 5.5 A curb stop will be installed by the Company at or near the curb line, in such a manner as to permit the attachment of the customer's connecting pipe. Where the service pipe is two inches or greater in diameter, a valve will be installed at the tap for the purpose of turning on and shutting off water. Only Company employees or persons duly authorized by the Company are permitted to operate the curb stop or valve.
- 5.6 Unless otherwise agreed to by the Company and the customer, no premises shall be supplied by more than one service pipe. Where two or more customers are supplied through a single service pipe, a suitable location, approved by the Company, shall be provided for the meters. Whenever practicable, the piping of any building shall be installed so that each customer can be supplied through independent piping and a separate meter.
- 5.7 Any change requested by the Customer in the location of the existing service pipe, provided such change is approved by the Company, shall be made at the expense of the Customer, who shall pay in advance the Company's estimated cost of such change.
- 5.8 Where a service pipe is available in front of a new customer's premises, said customer may obtain a larger size service pipe without charge; provided such service is established on a permanent basis. Any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the large size service pipe and the cost of installing a service pipe normally installed for meters of the size requested by the customer.
- 5.9 Where a service pipe is available in front of a new customer's premises, said customer may obtain a smaller size meter without charge; provided such service is established on a permanent basis.
- 5.10 Where a large size service pipe has been installed at the request of a customer, in front of the premises not previously supplied, any subsequent request for a reduction in the size of the meter shall be subject to Company approval and the payment by the customer of the difference between the cost of installing the large size service pipe and the cost of installing a service pipe normally installed for meters of the size requested by the customer.

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- 5.11 There shall be placed in the service pipe, inside the wall line of the building supplied, and so located as to drain all of the pipes in the building, a stop and waste cock, approved by the Company, easily accessible to the occupants for their protection in enabling them to turn off the water in case of leaks and to drain the pipes to prevent freezing.

Filed pursuant to a November 7, 2008 decision adopting Interim rates and pursuant to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

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6. CONNECTING PIPES

- 6.1 A connecting pipe to convey the water within the property of the customer shall be attached to the service pipe and installed at the expense of the customer. The connecting pipe is the property of the customer and the customer, at his expense, shall be responsible for its maintenance and repair.
- 6.2 The connecting pipe shall be of such strength and material quality as to conform with Federal, State, local and other applicable codes, and shall be approved by the Company. The minimum diameter of the pipe shall be ¾-inch. The connecting pipe shall be installed by a licensed plumber or other approved mechanic and shall be installed without sharp bends, at right angles to the line of the street, in a trench not less than four feet in depth, to avoid damage and possible interruption to service caused by freezing. Other utility service pipes, such as sewer, gas or electric shall not be installed in the same trench. No attachment shall be made to the service or connecting pipe, or any branch thereof, between the meter and the main.
- 6.3 The Company reserves the right to inspect the installation prior to backfilling the trench and to withhold the supply of water service whenever such installation or any part thereof is deemed by the Company to be leaking, unsafe, inadequate or unsuitable for receiving service, or to interfere with or impair the continuity or quality of service to the customer or to others.
- 6.4 The customer shall make all changes in the connecting pipe due to changes in grade, relocation of mains, or other causes, at his expense; provided, however, that if the need for such change in the connecting pipe arises solely as a result of a decision by the Company to relocate mains, the Company shall be responsible for the cost of making such change.
- 6.5 Where it is necessary to install a connecting pipe on the property of persons other than the applicant for service, an easement from such property owner, in form satisfactory to the Company, shall be obtained by the applicant.

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7. CUSTOMERS' PREMISES

- 7.1 All piping within the customer's premises must be at a sufficient depth to prevent freezing and shall otherwise comply with the regulations of the Company and with Federal, State, municipal and other regulations, in force with respect thereto. The Company may refuse to provide water service to any customer whose piping system is not installed in accordance with the above.
- 7.2 The authorized agents of the Company shall have the right of access at all reasonable hours, to the premises supplied with water for the purpose of reading meters, examining pipes and fixtures, observing manner of using water, and for any other purpose which is proper and necessary in the conduct of the Water Company business, and will carry with them proper credentials denoting their employment by the Company.
- 7.3 The customer shall obtain or cause to be obtained, all permits, consents and certificates necessary to give the Company access to its facilities.
- 7.4 The customer shall not permit access to the meter or other facilities of the Company to anyone except authorized employees of the Company or duly authorized State regulatory officials.
- 7.5 In case of defective service, the customer shall not tamper or interfere with the apparatus or appliances belonging to the Company but shall notify the Company immediately.
- 7.6 Physical connections, such as cross connections, either permanent or temporary, between pipes on a customer's premises supplied by the Company and any unapproved source of supply are prohibited except to the extent specifically authorized by law or regulation. Subject to the requirements pertaining to residential premises as specified in Paragraph 2.2 of this Tariff, customers with an unapproved source of supply wishing to interconnect their system with water supplied by the Company or customers with dual but physically separate piping, where piping from the customer's unapproved source of supply and piping from the Company's distribution system both enter the customer's premises, shall obtain a physical connection permit from the State of New Jersey, Department of Environmental Protection, by following that Department's permit application procedure. Installation, operation and maintenance of authorized physical connections shall be in accordance with the following:

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- (a) All authorized connections and associated hardware, including, but not limited to, a double check valve assembly or a reduced pressure zone backflow preventer assembly as defined in the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall be purchased, owned, installed and maintained solely at the customer's expense and at no expense to the Company.
 - (b) Customers with authorized connections shall maintain all records required by law or regulation and shall upon request make the same available for inspection to authorized Company representatives.
 - (c) Dual water supply customers who are interconnected in violation of law, those customers holding valid physical connection permits who fail to have said permits renewed in accordance with the provisions of this Tariff or applicable laws and regulations, and those customers holding valid permits who fail to comply with all legal requirements and procedures with respect to the installation, operation and maintenance of "approved physical connection installations," including but not limited to the regulations of the New Jersey Department of Environmental Protection applicable to physical connections, shall have their water service discontinued in accordance with Paragraph 12.1-(a)(9) of this Tariff.
- 7.7 In any premises where an auxiliary water source is available, the customer shall be responsible for marking the pipes carrying water from the mains of the Company in some distinctive manner for ready identification.
- 7.8 If a water pressure reducing valve is required, it should be installed between the inlet stop valve and the meter.
- 7.9 If premises are to remain unoccupied for an indefinite period, it is the customer's responsibility to drain the interior plumbing to avoid damage to pipes and fixtures. When requested, the Company will suspend service to unoccupied premises temporarily by shutting off the water at the curb and removing the meter. The charge for resetting the meter when service is restored to the customer who made the request is specified on Rate Schedule No. 6. There is no charge for resetting the meter for new customers.

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- 7.10 All leaks in the service pipes and fixtures in and upon the premises supplied beyond the curb line must be promptly repaired by the owner or occupant. On failure to make sure repairs with reasonable dispatch, the Company upon due notice may turn off the water from the premises and the water will not be turned on again until all necessary repairs are made and all bills are paid in full, including the restoration of service charge as specified on Rate Schedule No. 6.

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8. PRIVATE FIRE PROTECTION SERVICE

8.1 The Company shall provide private fire protection service in accordance with the following terms and conditions:

(a) Customers are required to make separate written application for private fire protection service, whether for a metered service connection or for unmetered service through fire hydrants owned and maintained by the Company or customer, and to enter into a written agreement with the Company.

(b) Applications for private fire protection service to condominiums shall be made by the condominium association.

(c) As a condition to providing fire protection service, the Company requires all applicants to install (1) an "approved physical connection installation," as defined by and in accordance with the regulations of the New Jersey Department of Environmental Protection applicable to physical connections when the applicant's fire protection system will consist of an interconnection between pipes on the premises supplied by the Company and any unapproved source of supply; or (2) an unacceptable backflow prevention device if the Company determines that such installation is necessary to protect the public water supply from contamination. Where a tank, standpipe or other storage facility is used for fire protection purposes, it shall be so constructed, arranged, operated and maintained as to protect the water from pollution and shall conform with all applicable rules and regulations of the New Jersey Department of Environmental Protection, including the regulations relative to physical connections, or those of the Company. Arrangements shall be provided to permit drainage of the facilities for inspection and cleaning.

(d) Private fire protection service installations shall be made in accordance with the provisions of this Tariff regarding the installation of service and connecting pipes and other facilities. Except as modified by Section 8.6 through 8.8 of this Tariff, service pipes are required for customers desiring metered or unmetered private fire protection service to supply sprinkler heads, hose connections, fire hydrants or any other type of fire protection system.

(e) Private fire protection service lines for metered service should be equipped with special meters and should be used exclusively for fire protection purposes. The service pipe shall be comparable in size to the meter.

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(f) As an additional condition to providing fire protection service, the Company requires the applicant to supply: (1) the name and address of the insurance company that provides the applicant with fire protection insurance for the property listed on the application; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-3.2. Failure to provide this information may result in termination of service.

(g) On a semiannual basis, the Company shall solicit from its fire protection customers: (1) the name and address of the insurance company providing fire protection insurance at the time; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-7.2. The customer must respond to the Company's request for information within 14 days of the customer's receipt of the request. Failure to provide this information may result in termination of service.

(h) No water should be used through private fire protection facilities except for permitted testing purposes or in case of fire.

8.2 The charges for private fire protection service are as follows:

(a) The charge for private fire protection service is based on the size of the meter and shall be in accordance with Rate Schedule No. 3. The customer shall not be charged for water used solely for fire extinguishing purposes or for permitted testing purposes not in excess of 400 cubic feet per month. If water used for such purposes is billed, the customer shall be entitled to a refund upon notifying the Company of any payments made for water used solely for such purposes. Water used for any other purpose, however, shall be billed in accordance with the consumption charges shown on Rate Schedule No. 1. If requested by the Company, the customer will be required to furnish the Company with information as to the use of water for said fire extinguishing or testing purposes.

(b) The charge for private unmetered fire protection service through hydrants owned and maintained by the Company or customer shall be in accordance with Rate Schedule No. 3 of this Tariff and is based on the number of hydrants installed by the Company.

(c) Bills for private fire protection service shall be rendered monthly.

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- 8.3 Rooming and boarding houses as defined in the "Rooming and Boarding House Act of 1974" and those residential health care facilities as defined in the "Health Care Facilities Planning Act," which have furnished proof of certification by the appropriate state agency that the particular facility or house is entitled to exemption, will be exempt from the charges of Rate Schedule No. 3. Customers entitled to this exemption, will be subject to charges for metered water use in accordance with Rate Schedule No. 1 of this Tariff and also for the cost of installing the service pipe as provided in Paragraph 5.1(b) of this Tariff. As an additional condition to providing fire protection service, the Company requires the applicant to supply: (1) the name and address of the insurance company that provides the applicant with fire protection insurance for the property listed on the application; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-3.2. Failure to provide this information may result in termination of service.
- 8.4 Private unmetered fire protection service shall be available only through fire hydrants connected to mains of the Company installed along private or public streets or rights-of-way. An easement, in form satisfactory to the Company, will be required before the Company will install mains along private streets or rights-of-way.
- 8.5 Authorized representatives of the Company shall have the right to inspect all fire protection facilities on a customer's premises at reasonable hours. The inspection or non-rejection of the customer's fire protection facilities by the Company shall not be deemed as a guarantee or an assumption or responsibility as to the adequacy of such fire protection facilities for the purpose of extinguishing fires.

MULTI-USE SERVICE

- 8.6 The Company shall provide multi-use service to a customer or builder upon request unless the Company can show good cause to refuse to supply a multi-use service.
- 8.7 By applying for multi-use service, the customer or builder certifies, in addition to the applicable requirements for Private Fire Protection Service, the following:
- (a) The customer or builder has hydraulically calculated the demand for the customer's or builder's water system based on the simultaneous domestic demand and fire sprinkler demand. The customer or builder shall make this calculation in accordance with the Uniform Construction Code.

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(b) The customer or builder will ensure that the system is installed in accordance with the Uniform Construction Code at N.J.A.C. 5:23.

(c) The customer will, prior to installation of the meter, obtain a construction permit in accordance with the Uniform Construction Code from the enforcing agency having jurisdiction over the system.

(d) By applying for multi-use service, the customer agrees to be responsible for all claims, costs, and liability for personal injury, death and/or property damage resulting from the customer's individual water system, unless caused by negligence of the water utility.

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

(a) To include prevention device(s) as defined at N.J.A.C. 7:10-1.3 and as specified at N.J.A.C. 7:10-10.3.

(b) To be solely responsible for all costs and expense relating to the installation, operation, maintenance, repair and replacement of the customer's water system including the fire suppression system and backflow prevention devices(s).

(c) To ensure the customer's water system complies with the applicable requirements of the Uniform Construction Code in effect at the time of system installation, including any applicable building, plumbing, and fire protection subcodes.

(d) To ensure that the customer's water system is maintained in accordance with all applicable law so as to protect against backflow, back-siphonage and contamination of the potable water system.

(e) A water utility may terminate a customer's multi-use service for non-payment of a valid water bill for multi-use service, in accordance with the Board's rules governing discontinuance of service at N.J.A.C. 14:3-3.6.

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9. PUBLIC FIRE PROTECTION

9.1 The Company shall provide public fire protection service in accordance with the following terms and conditions:

(a) Upon application of duly authorized representatives of municipalities in the territory supplied, the Company will install fire hydrants for purposes of public fire protection, at locations agreed upon by officials of the municipalities and representatives of the Company.

(b) Hydrants are owned by the Company and subject to regular inspection and maintenance by the Company.

(c) Hydrants are not to be used for any purpose other than public fire protection without the written permission from the Company.

(d) As a condition to providing fire protection service, the Company requires each municipality to supply: (1) the name and address of the insurance company that provides the municipality with fire protection insurance and/or information pertaining to whether the municipality is self-insured, in full or in part and to what extent; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-3.2. Failure to provide this information may result in termination of service.

(e) On a semiannual basis, the Company shall solicit from each municipality: (1) the name and address of the insurance company providing fire protection insurance at the time and/or information pertaining to whether the municipality is self-insured, in full or in part; and (2) the policy number under which the fire protection is being provided, in accord with N.J.A.C. 14:3-7.2. The municipality must respond to the Company's request for information within 14 days of the customer's receipt of the request. Failure to provide this information may result in termination of service.

9.2 Municipalities shall pay a monthly charge for public fire protection in accordance with Rate Schedule No. 4 set forth in this Tariff.

9.3 Municipal departments should promptly inform the Company of any hydrant which has been used, or is leaking, or in need of attention so that such hydrant may be placed in readiness for instant operation.

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10. METERS

10.1 All meters shall be furnished, installed and maintained at the Company's expense and remain the property of the Company, except as otherwise provided in Paragraphs 10.5, 10.6 and 10.10 of this Tariff, and will determine the size, type and make of meter to be used, based on the service desired.

10.2 Meters shall be located or housed in accordance with the following conditions:

(a) Meters shall be set at convenient locations, with a minimum of inconvenience to the customer or to the Company, for reading, inspecting, testing, changing and making necessary adjustments or repairs, 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 therefore shall be provided by the customer. Meters installed indoors shall be located in a clean, dry, safe place not subject to great variations in temperature, at or near the front wall as close as possible to the point of entrance of the connecting pipe. Meters shall be on a support which is free from appreciable vibration and shall be supported firmly, not less than 12 inches nor more than 18 inches above the level of the floor.

(b) 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 often referred to as the meter housing. The meter housing shall be located inside the property line or near the curb stop at the option of the customer, and built by and at the expense of the customer. The meter housing shall be located in an accessible place away from terraces, fences, paved areas, other structures or any location which would create a hazard to vehicles, pedestrians or Company personnel accessing the meters. The meter housing shall be frost proof and either well drained or watertight. The cover shall be kept clear of snow, ice, dirt or any other objects which might prevent easy access for reading, inspecting, testing, changing and making necessary adjustments or repairs of the meter.

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- (c) If the meter housing is to be installed upon property which is not owned or controlled by the customer, the Company will require that the customer obtain an easement or, where an easement cannot be obtained, the written consent of the owner of the property on which the meter housing will be installed.
 - (d) The location of the meter and the arrangement of the fittings to be supplied by the Company and pipe shall be subject to inspection and approval by the Company. A gate valve is to be installed on the inlet and outlet side of the meter, unless another type of valve is specified by the Company.
 - (e) In instances where condominium units will be separately metered as provided in Paragraph 2.10 of this Tariff and it becomes necessary (1) to house the meter of one customer or the meters of several customers on one customer's property; or (2) to house the meters of several customers in a common area whether inside or outside of a building, the Company will require that provision for such a meter housing arrangement be contained in the declaration of the condominium association or deed conveying the unit to the customer on whose property the meters will be located.
- 10.3 Remote meter reading devices shall be installed in accordance with the following terms and conditions:
- (a) Remote meter reading devices will be installed by the Company at the customer's premises at the Company's expense.
 - (b) The remote meter reading device and all parts and portions thereof shall be and remain the sole property of the Company shall be maintained by the Company insofar as ordinary wear and tear is concerned. The customer will be responsible for the cost of repair due to damage, other than ordinary wear and tear. See Rate Schedule No.6
- 10.4 Those customers to whom access to the premises cannot be secured shall be provided the opportunity, upon request, to transmit meter reading information to the Company over the telephone or through the use of postage paid business reply card supplied by the Company in accordance with the regulations of the Board of Public Utilities.

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- 10.5 Meters will be maintained by the Company as far as ordinary wear and tear is concerned, but the customer be responsible to the Company for any injury or damage arising 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. In which event the cost of repairing or replacing the meter shall be charged to the customer in accordance with Rate Schedule No. 6.
- 10.6 All meters are carefully tested before being placed in service and are inspected periodically while in service. The quantity of water recorded by the meter, as ascertained by periodic meter readings, shall be taken to be the amount delivered to the customer, except where the meter has been found to be registering inaccurately in excess of actual use by more than one and one-half percent or has ceased to register. When the accuracy of a meter is questioned, the Company will test it upon request, preferably in the presence of the customer. No charge will be made for such test, provided that the customer has not made a request for a test within a period of twelve months prior to such request. If a test is requested at an interval of less than 12 months, a charge will be made for each such test as specified on Rate Schedule No. 6 unless the meter is found to be inaccurate to the disadvantage of the customer. A report giving the results of such tests shall be made to the customer. When a billing dispute is known to exist and a decision has been made to test the meter, in accordance with N.J.A.C. 14:3-4.5, the customer may have the meter tested by the Company or may have the Board of Public Utilities either conduct a test of the meter or witness a testing of the meter by the Company or have the test witnessed by a third party. If a meter, upon testing, is found to register within the prescribed limits of accuracy, the Company reserves the right to reset the same meter in the premises from which it was removed.
- 10.7 As permitted by the regulations of the Board of Public Utilities, the Company may estimate meter readings where the meter has ceased to register or where access to the meter cannot be obtained.
- 10.8 Whenever a water meter is found to be registering fast in excess of more than 1-1/2%, an adjustment of charges will be made in accordance with the regulations of the Board of Public Utilities.

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- 10.9 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. If a customer observes an unusual increase over the average quantity of water used which cannot be accounted for, he should inform the Company immediately.
- 10.10 Pursuant to N.J.A.C. 14:3 -4.10 the customer may request a change in the size of the meter once every two years at no cost to the customer. If the meter has been in use for less than two years, in which case a charge may be made in accordance with Rate Schedule No. 6. No charge will be made for replacing a meter for testing purposes or for replacing a defective meter, unless the defect is due to the negligence of the customer. Only employees or persons authorized by the Company shall remove the meter under any circumstances.
- 10.11 Meter records of acquisition, testing and installation shall be stored and retained in accordance with the regulations of the Board of Public Utilities.
- 10.12 Connecting to or disconnecting the meter or in any way tampering or interfering with the meter without written permission from the Company is prohibited. Penalties provided by law for any such action will be rigidly enforced.

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11. BILLS

- 11.1 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 rates of the Company set forth in this Tariff, as the same may be amended or revised from time to time. Rates are subject to such changes as the Board of Public Utilities or any other state regulatory body having jurisdiction may require, authorize or allow. The Customer shall have at least 10 days to pay a valid bill for service from the date of receipt. Payment may be paid by mail or at designated agency of the territory served.
- 11.2 Bills will show meter readings at the beginning and end of the period, the reading dates, the quantity used, the date payment is due, the consumption charges, the facilities charges and information which reflects the estimated amount of money collected for the gross receipts and franchise tax for the billing period. Bills will also contain a statement that a schedule of rates is available upon request. Average or estimated bills will be distinctively marked.
- 11.3 Where a bill has been estimated due to the fact that the Company has been unable to gain access to the meter, it will be so noted on the bill. During the billing period when the next regular meter reading is obtained, an appropriate adjustment will be made for any difference between actual use and estimated use of water.
- 11.4 Except in a case where the meter has been found to be registering in excess of actual use by more than one and one-half percent or has ceased to register, the amount of the bill, based on the reading of the meter, is deemed conclusive and must be paid.
- 11.5 A customer having two or more meters on the same premises will be charged the appropriate facilities charge for each meter.
- 11.6 A customer's responsibility to pay for water service begins upon commencement of service and continues until service is discontinued. A customer may discontinue service by providing the Company with written notice of such customer's wish to discontinue service. Upon receipt of such notice, the Company will arrange for a final meter reading and billing. No allowance will be made in cases where the customer does not occupy the premises unless the Company is notified in writing in the manner stated above. Notice to discontinue service will not relieve a customer from responsibility for payment of any outstanding bills.

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- 11.7 If requested in writing by the customer, the Company will send bills to and will receive payments from agents or tenants. However, this accommodation will in no way relieve the customer of the responsibility of paying such charges. The customer shall receive a copy of any notice of discontinuance for non-payment of bills, which is sent to an agent or a third party.
- 11.8 The Company may discontinue service to a customer for non-payment of bills in accordance with the regulations of the Board of Public Utilities. Where water service is discontinued for non-payment of bills, service will not be resumed until payment or satisfactory arrangements for payment have been made.
- 11.9 Customers in default in the payment of bills may be required to furnish a deposit or increase their existing deposit in accordance with Paragraph 3.1 (b) of this Tariff. If a customer who has made a deposit fails to pay a bill, the Company may apply such deposit insofar as is necessary to liquidate the bill and may require that the deposit be restored to its original amount.
- 11.10 Should the Company receive a negotiable instrument from the applicant for service or customer in payment of any bill, charge or deposit due, and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge plus any charges the Company is required to pay its bank or other agency for handling such instrument. See Rate Schedule NO. 6
- 11.11 In cases of fraud or when the Company reasonably believes that the customer is preparing to vacate the premises serviced, an immediate payment for all services rendered will be required. In cases of bankruptcy where the Company is a listed creditor, the Company may require the customer or trustee in bankruptcy to furnish it with adequate assurances of payment in accordance with the Bankruptcy Code.
- 11.12 The Company will offer residential customers at least twice annually the option to pay their bill on a monthly budgeted basis via bill message or bill insert. The budget plan year will be a 12-month timeframe. Customers wishing to be on a budget billing must have at least 12 months of consumption history at the service location requested before entering into a budget billing agreement. The monthly budget amount will be reviewed against the actual usage charges at the midpoint

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of the plan year and adjusted up or down if necessary. The Company will notify the customer of any change in the budget-billing amount by bill message prior to the change. Any balance (credit or debit) remaining at the end of the budget plan year will be rolled into the next budget plan year, with the monthly budget amount adjusted accordingly. If the customer opts out of the budget billing, payment of the total charges incurred to date will be due immediately, or credit applied to the account. The plan bill shall contain the information required by N.J.A.C. 14:3-7.9, N.J.A.C. 14:3-7.10 and N.J.A.C. 14:3-7.11. The plan bill shall show the monthly budget amount, budget balance and, when feasible, the budget billing to date and the actual cost of service rendered billing to date. A customer may go off a plan at any time, in which event the customer shall pay the amount owed for service rendered or, in the alternative, agree to a stipulated payment agreement according to N.J.A.C. 14.3-7.13.

Filed pursuant to a November 7, 2008 decision adopting Interim rates and pursuant to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

STANDARD TERMS AND CONDITIONS

12. DISCONTINUANCE OF SERVICE

12.1 The Company may, upon reasonable notice, when such notice can reasonably be given, suspend, curtail or discontinue service in accordance with the regulations of the Board of Public Utilities for the following reasons:

- (a) For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system.
- (b) For compliance in good faith with any governmental order or directive, notwithstanding that such order or directive subsequently may be held to be valid.
- (c) For any of the following acts or omissions on the part of the customer:
 - (1) Non-payment of any valid bill due for service furnished at any present or previous location. However, non-payment for business service shall not be a reason for discontinuance of a customer's residential service except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.16.
 - (2) Connecting to or disconnecting the meter or in any way tampering or interfering with the meter or remote meter reading device, or tampering with any other facility of the Company without permission.
 - (3) Fraudulent representation in relation to the use of service.
 - (4) Moving from the premises, unless the Company is notified that service be continued.
 - (5) Providing water service to others without the approval of the Company.
 - (6) Failure to make or increase an advance payment or deposit as provided in this Tariff.
 - (7) Refusal to contract for service where such contract is required.

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- (8) Connecting or operating any piping or other facility on the customer's premises in such manner as to adversely affect the safety or adequacy of service provided to other customers present or prospective.
 - (9) Failure to remove any non-conforming temporary or permanent physical connection or interconnection to any unapproved source of supply. A non-conforming connection or interconnection is one which does not conform to Paragraph 7.6 of this Tariff.
 - (10) Maintenance of any water outlet improperly protected against backflow or back-siphonage.
 - (11) Willful waste of water through improper or imperfect pipes, fixtures or otherwise.
 - (12) Failure to maintain, in good order, connecting pipes, connections, fixtures owned by the customer, backflow prevention devices, or approved physical connection installations as required under this Tariff or any law or regulation.
 - (13) Failure or neglect of the customer to connect to a service pipe which has been relocated by the Company at the request of the customer.
 - (14) Failure to properly construct and maintain meter housings.
 - (15) Failure to comply with the standard terms and conditions contained in this Tariff or because of violation of any state law, or the rules, regulations, orders or restrictions of any governmental authority having jurisdiction.
 - (16) Where the condition of the customer's installation presents a hazard to life or property.
- (d) For refusal to allow reasonable access to the customer's premises for necessary purposes in connection with rendering of service, including meter installation, reading or testing, or the maintenance or removal of the Company's property.

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- (e) When the Company estimates an account for four consecutive billing periods (where billings are monthly) or two consecutive billing periods (where billings are quarterly), the Company will initiate a program to mail a notice marked "Important Notice" to the customer on the fifth and seventh months explaining that a meter reading must be obtained and the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted, the Company may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board of Public Utilities has been so notified and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the Company may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for non-payment.
 - (f) Where a private or public fire protection customer or municipality fails to respond to a Company request for information about fire protection insurance or where there is a misrepresentation with regard to the information sought pursuant to Section 8.1 (f) and (g) and 9.1 (d) and (e) of this Tariff, the customer will be given notice of discontinuance pursuant to N.J.A.C. 14:3-7.12. Such notice will allow the customer sufficient time for the opportunity to supply the information, or correct the discrepancy, prior to discontinuance of fire protection service.
- 12.2 Where the landlord-tenant relationship exists at residential premises being served, the Company, for the reasons set forth in Paragraph 12.1 of this Tariff, may discontinue service in accordance with the regulations of the Board of Public Utilities applicable to discontinuance of residential service to tenants.
- 12.3 Water Service shall be restored when the conditions under which such service was discontinued are corrected. Conditions of service may include a reasonable deferred payment plan and restoration shall not be contingent upon any unbilled service or charges.

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- 12.4 When premises will be temporarily unoccupied, the customer shall notify the Company and the water will be turned off and all charges will cease from that date. When the property is again occupied the customer shall notify the Company in writing and the water will be turned on. No refund or allowance will be made for unoccupied property when notice, both at time of vacancy and at time of occupancy, has not been given as above provided.
- 12.5 In cases of vacancy of a customer's property, the customer must notify the Company of such vacancy, and upon his failure so to do he will become responsible for any damage to the property of the company, arising from freezing, water damage, injury to meter, or any other failure.

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STANDARD TERMS AND CONDITIONS

13. LAWN SPRINKLER AND IRRIGATION SYSTEMS

- 13.1 All permanent lawn sprinkler or irrigation systems shall be equipped with an approved vacuum breaker and a satisfactory check valve, or an acceptable backflow prevention device, if required under law or regulation or by the Company to protect the public water supply from contamination.
- 13.2 In addition to the restrictions on water service, the Company may impose pursuant to Paragraph 14.3 of this Tariff, the Company may prohibit lawn sprinkling and irrigation entirely if it deems that such prohibition is necessary to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey during times of drought or at any other time. The Company will make every endeavor to notify customers in advance of such water use prohibitions.
- 13.3 The Company shall have the right to discontinue service upon the failure of the customer to comply with these provisions.

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STANDARD TERMS AND CONDITIONS

14. GENERAL RULES

- 14.1 The Company reserves the right to install services and meters based on the normal requirements for service. The Company does not undertake to provide service for unduly high rates of water demand prevailing only for short periods of time and reserves the right to refuse to install over size services or meters to serve such high demands.
- 14.2 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.
- 14.3 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 pressures, poor quality of water, or any other 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 customers in case of scarcity, or whenever the public welfare may require it. The Company does not undertake to render any special service or maintain any fixed pressure. All customers requiring an uninterrupted supply or a uniform pressure of water for steam boilers, hot water or other apparatus, or for any other purpose, shall provide their own means of obtaining such service.
- 14.4 The Company may restrict water service during certain periods if it deems that such restriction is necessary to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or Department of Environmental Protection pursuant to the Water Supply Management Act.
- 14.5 The Company does not undertake to supply any uniform quality of water for special purposes, such as manufacturing or processing plants, laboratories, swimming pools bleaching or dyeing plants or laundries. Customers requiring water of special quality, or water at all times free from discoloration or turbidity, shall provide their own means of filtering the water or such other protection as may be deemed necessary for the purposes required.

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STANDARD TERMS AND CONDITIONS

- 14.6 Neither by inspection nor non-rejection, nor in any other way does the Company give any guarantee or assume any responsibility, express or implied, as to the adequacy, safety, or characteristics of any structures, equipment, pipes, appliances or devices owned, installed or maintained by the customer, or leased by the customer from third parties.
- 14.7 Unless authorized by the Company, no person is permitted to turn the water on or off at any street valve, corporation stop and curb stop, or other street connection, or tamper with, disconnect or remove, any meter without the consent of the Company. Penalties provided by law for any such action will be rigidly enforced.
- 14.8 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 or of intent of these terms and conditions.
- 14.9 Resale by a customer, except by a duly authorized water utility, of water service supplied by the Company is prohibited.
- 14.10 This Tariff is made a part of all agreements for the supply of water service unless specifically modified in a particular Rate Schedule.
- 14.11 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 law, and upon approval of the Board of Public Utility Commissioners.
- 14.12 The failure of the Company to insist in any one or more instances upon strict compliance with any provision of this Tariff shall not be construed as a waiver or relinquishment of right of the Company thereafter to require compliance with such provision of this Tariff.

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STANDARD TERMS AND CONDITIONS

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

15.1 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 15.3 and 15.5 herein, suspend, curtail, or discontinue service pursuant to N.J.S.A. 48:2-23, N.J.S.A. 48:2-24, and N.J.A.C. 14:3-3.6 for any of the following acts or omissions on the part of the customer.

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

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

15.3 The Company will endeavor to provide a regular and uninterrupted supply of water through its facilities. However, because of emergencies beyond the control of the Company, including governmental mandate, service is interrupted, irregular, defective or fails, the Company not be liable for damage or inconvenience resulting therefrom. In the event of an extraordinary demand and/or diminished supply, the Company may restrict the use of water whenever the public welfare may require it and, if necessary, may shut off the water in its mains and pipes. In such cases the Company shall advise its customers by placing a prominent advertisement detailing the conditions and restrictions in a newspaper of general circulation in the

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STANDARD TERMS AND CONDITIONS

utility service area. The notice will state the purpose and probable duration of the restriction or discontinuance. Failure to provide regular and uninterrupted service due to breakdowns is covered under other sections of this Tariff.

- 15.4 The Company may restrict water service during certain periods, where the Company advises the Board of Public Utilities, in order to protect the public water supply, or otherwise to comply with any regulations, orders or decrees issued by the Governor of New Jersey or the Department of Environmental Protection pursuant to the Water Supply Management Act. Such interruptions or restrictions shall be reported to the Department of Environmental Protection and the Board by each utility by the speediest means of communications available, followed by a detailed written report, pursuant to the provisions of N.J.A.C. 14:3-3.9 (b), within one week. Thereafter, the utility shall provide weekly reports for the duration of the emergency.
- 15.5 When the supply of water to individual customers is to be shut off or curtailed for failure to comply with emergency water restrictions imposed because of extraordinary demand or diminished supply, the Company shall advise its customers by placing a doortag on the front door of the home of the individual(s) in violation of the restrictions, at least twenty-four (24) hours prior to discontinuance or curtailment, or by giving another form of notice acceptable to the Board. The Company will advise business and commercial customers, in writing, by mailing a notice to the customers' billing address. In the case of doortags, they shall be sequentially numbered and include the date, time and nature of the violation and the procedure for restoration of service. All such notices shall be accounted for by the utility.

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Issued: February 2, 2009

Effective: November 7, 2008
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By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER TOMS RIVER INC.
BPU NO. 9 - WATER

SECTION 2

FORMS AND APPLICATIONS

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

UNITED WATER TOMS RIVER NEW SERVICE APPLICATION			
Service No	: _____	NB Invest No	: _____
Date	: _____	Main Ext	: _____
Master Service No:	_____	Block	: _____
House No	: _____	Lot	: _____
Street Dir.	: _____	Building Rate:	_____
Street	: _____	Apt # :	_____
Village/Hamlet	: _____	Amount Paid:	_____
Parent Town	: _____	Zip :	_____
Service Loc	: _____	Cplgs	: _____
		Revenue Code	: _____
		Backflow	: _____
		Hydt Pnue System:	_____
		Private St	: _____
Service Type	: _____	Svc Sz: _____	Type Pipe: _____
Meter Loc	: _____	Mtr Sz: _____	LCA Code: _____
Special Needs	: _____	On Site Well:	_____
Comments	: _____		
APPLICANT INFORMATION			
Applicant Name	: _____	Phone	: _____
Address	: _____		
Town	: _____	State	: _____
		Zip:	_____
<p>The acceptance of this application is subject to examination of the premise to be supplied. It is agreed that water service will be furnished and customer will pay all charges for service in accordance with the rules and regulations of the Company as approved by the Board of Public Utilities of the State of New Jersey.</p> <p>Installation of this service is subject to the availability of an existing main in the street in front of the premise to be supplied. If a meter pit is required, the customer will purchase, install, own and maintain the meter pit and the piping therein at the above named location. Protection of the meter is the customer's responsibility. Please place a stake at the edge of the property to indicate where service will be placed.</p> <p>NOTE: Meter will NOT be placed in a crawl space under house or in unheated areas. A meter must be housed in an area that will be accessible to our personnel. At the Company's expense a meter and a remote reading device will be installed where applicable, so that the meter reading can be taken from outside.</p> <p>Each customer will be supplied through a separate service line and each customer's service shall have a separate meter to measure consumption. NO JUMPERS may be installed and there can be no cross connection between private well and the public water system.</p> <p>The application further agrees to give the Company ____days written notice to discontinue service, it being understood that failure to do so will make the Applicant liable for water charges at the premises until written notice is received.</p>			
Signature:	_____	Date:	_____

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UNITED WATER TOMS RIVER INC.
BPU NO. 9 - WATER

SECTION 3

RATE SCHEDULES

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 1
FOR METERED SERVICE

APPLICABILITY:

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

CHARACTER OF SERVICE:

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

RATE:

Consumption Charge:

	Effective 11/07/2008	Effective 11/11/2009
Per 1,000 Gallons	\$ 4.3879	\$ 5.0873

Pursuant to N.J.S.A. 58:12A-17, the above rate is inclusive of the State Water Tax of 1-cent per thousand gallons.

SPECIAL PROVISION: Consumption charges for municipal water systems which purchase water under this Rate Schedule shall be reduced by \$0.01 per thousand gallons.

Facilities Charge:

	Effective 11/07/2008 <u>Per Quarter</u>	Effective 11/11/2009 <u>Per Quarter</u>
5/8 Inch	\$ 15.27	\$ 17.70
3/4 Inch	22.92	26.58
1 Inch	38.22	44.31
1 1/2 Inch	76.38	88.56
2 Inch	122.19	141.66
3 Inch	229.11	265.62
4 Inch	381.84	442.71
6 Inch	763.71	885.45
8 Inch	1,221.93	1,416.72
10 Inch	1,756.50	2,036.49

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RATE SCHEDULE NO. 1 – Continued

The amount of a customer's bill for a billing period will be the total of the Consumption Charge and the Facilities Charge.

MINIMUM CHARGE:

Applicable Facilities Charge

TERMS:

See "Standard Terms and Conditions," Paragraph 11.7, Sheet Nos. 27 and 28 Section 1. For lawn sprinklers and irrigation systems, see Paragraph 13.1 and 13.2, Sheet Nos. 34 Section 1.

TERMS OF PAYMENT:

Bills for all metered service will be rendered monthly or quarterly (at the option of the Company) in arrears, at the rates shown above. Payment is due within ten (10) days of presentation of the bill.

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

Sales under this rate schedule to a public utility subject to a payment of Gross Receipts and Franchise Taxes shall be exempt the applicable Gross Receipt and Franchise Taxes.

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By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 2
PUBLIC FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to Public Fire Hydrants in the entire territory served

CHARACTER OF SERVICE:

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

RATE:

	Effective 11/07/2008 <u>Per Quarter</u>	Effective 11/11/2009 <u>Per Quarter</u>
For each Hydrant owned and maintained by the Company	\$ 51.30	\$ 53.34

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Public Fire Hydrant service will be billed quarterly or monthly (at the option of the Company), in arrears, at the rates shown above.

Payment is due within 10 days of presentation of the bill.

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

TERM:

Continuous until water service within municipality is permanently discontinued.

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By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 3
PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY:

Applicable to customers throughout entire territory for private fire protection service as defined in the Standard Terms and Conditions.

CHARACTER OF SERVICE:

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

RATE:

Private Fire Protection Service through service connections with or without hose or hydrants connected to them.

<u>Size of Meter/Service</u>	Effective 11/07/2008 <u>Per Quarter</u>	Effective 11/11/2009 <u>Per Quarter</u>
* 1 1/2 Inch	\$ 48.36	\$ 56.07
* 2 Inch	86.37	100.14
3 Inch	195.33	226.47
4 Inch	345.60	400.68
6 Inch	777.84	901.83
8 Inch	1,382.76	1,603.17
10 Inch	2,160.60	2,505.00

Private Fire Protection through hydrants owned by the Company or customer and connected to Company owned mains located in private right-of-ways.

	Effective 11/07/2008 <u>Per Quarter</u>	Effective 11/11/2009 <u>Per Quarter</u>
Per Hydrant	\$ 69.96	\$ 81.12

CONSUMPTION CHARGE:

Customers shall receive an allowance of 400 cubic feet per month for testing. Pursuant to the "Standard Terms and Conditions", water used for purposes other than fire fighting or permitted testing shall be charged to the customer in accordance with the consumption charges shown on Rate Schedule No. 1.

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Issued: February 2, 2009

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200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHECULE NO. 3 (Continued)

MINIMUM CHARGE:

None

TERMS OF PAYMENT:

Private Fire Protection Services will be billed monthly or quarterly (at the option of the Company), in arrears, at the rates shown above. Payment is due within 10 days of presentation of the bill.

TERMS:

See "Standard Terms and Conditions", Paragraph 11.7, Sheet Nos. 27 and 28 Section 1.

SPECIAL PROVISIONS:

Whenever service to a customer is established or discontinued prior to the end of the normal billing period for such customer, the applicable facilities charges will be prorated for the period for which service was provided.

EXEMPTIONS:

See "Standard Terms and Conditions", Paragraph 8.3, Sheet No. 20 Section 1.

- * Pursuant to R.S.48:19-18, the above monthly meter/service charge is waived for residential customers 2" or less.

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Issued: February 2, 2009

Effective: November 7, 2008
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By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 4
FOR PRIVATE FIRE SPRINKLER AND HOSE SERVICE

SERVICE UNDER THIS RATE SCHEDULE PROVIDED UNDER RATE SCHEDULE NO. 3

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to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

Issued: February 2, 2009

Effective: November 7, 2008
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By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 5

BUILDING CONSTRUCTION SERVICE

APPLICABILITY:

Applicable throughout entire territory to water service for buildings during construction.

CHARACTER OF SERVICE:

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

RATE:

1) Metered:

Whenever possible, water for building purposes will be supplied through meters supplied by the Company and charged at the General Metered Service, Rate Schedule No. 1.

When metered, deposit requirements as stated in "Standard Terms and Conditions" 3.1, Sheet No. 8, Section 1, shall apply.

2) Unmetered:

The rates shall be the same as set forth under the General Metered Service, Rate Schedule No. 1 and calculated as follows:

A Consumption charge based on the Company's estimate of the volume of water to be used.

A Facility Charge based on the opening in the main providing service or the hydrant discharge multiplied by the Company's estimate of the number of months water is to be used.

Charges shall be payable in advance. At expiration of estimated duration or upon completion of building, whichever comes first, water service shall be discontinued until either a request for an extension of construction service or a regular application for service is submitted to the Company. When completion of building is less than the estimated months, a pro rata refund will be made upon discontinuance of service.

Filed pursuant to a November 7, 2008 decision adopting Interim rates and pursuant to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO 5 (Continued)

MINIMUM CHARGE:

None.

TERMS OF PAYMENT:

Net cash in advance.

TERM:

On completion of building.

SPECIAL PROVISIONS:

Under this schedule, water service will be supplied for concreting, for foundations, cellars and sidewalks and also through a temporary slip joint for testing purposes.

Upon completion of the building, if further water service is required, the customer shall make regular application for water service.

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Issued: February 2, 2009

Effective: November 7, 2008
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By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 6
MISCELLANEOUS SERVICE

APPLICABILITY:

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

RESTORATION OF SERVICE CHARGE:

A charge for restoring service after discontinuance due to nonpayment of bills or violation of the Company's rules will be made as follows:

During normal business hours (8:00 a.m. to 4:30 p.m.)	-	\$ 41.00
During all other hours	-	\$ 115.00

METER RESET CHARGE:

In cases where the Company suspends service to unoccupied premises pursuant to Paragraph 7.9 of the Tariff, the Company will charge the customer for resetting the meter as follows:

<u>Meter Size</u>		<u>Inside Buildings</u>		<u>Meter Pit or Vault</u>
5/8" – 1"	\$	75.00	\$	95.00
1-1/2" -2"		95.00		115.00
3" and Larger		225.00		265.00

Filed pursuant to a November 7, 2008 decision adopting Interim rates and pursuant to a January 28, 2009 final decision by the Board of Public Utilities in Docket No. WR08030139.

Issued: February 2, 2009

Effective: November 7, 2008
Docket No. WR08030139

By: Dennis Ciemniecki, President
200 Old Hook Road, Harrington Park, New Jersey 07640

RATE SCHEDULE NO. 6 (Continued)

METER REPAIR AND REPLACEMENT CHARGE:

A charge for repairing damage to a meter caused from misuse by the customer, frost, hot water or external causes; or for replacing a meter at the request of the customer where the meter has been in use for less than two years shall be made as follows:

<u>Meter Size</u>		<u>Inside Buildings</u>		<u>Meter Pit or Vault</u>
5 / 8"	\$	75.00	\$	90.00
3 / 4"		95.00		110.00
1"		110.00		125.00
1- 1 / 2"		210.00		220.00
2"		260.00		275.00
3"		555.00		575.00
4"		920.00		940.00
6"		1,550.00		1,570.00
8"		2,365.00		2,385.00
10"		3,050.00		3,070.00

METER TESTING CHARGE:

If more than one test is made at the request of the customer in less than the interval of one year, a charge shall be made for each test after the first test as follows:

<u>Meter Size</u>		<u>Rate</u>
5 / 8"	\$	85.00
3 / 4"		90.00
1"		95.00
1- 1 / 2"		135.00
2"		135.00
3"		385.00
4"		385.00
6" and Larger		385.00

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RATE SCHEDULE NO. 6 (Continued)

REMOTE METER REPAIR CHARGE

The charge for repairing damage to a remote meter when the damage results from causes other than ordinary wear and tear shall be made as follows:

<u>Meter Size</u>		<u>Inside Buildings</u>		<u>Meter Pit or Vault</u>
ALL	\$	80.00	\$	90.00

BAD CHECK CHARGE:

Should the Company receive a negotiable instrument from the applicant or customer in payment of any bill, charge or deposit due and such instrument be subsequently dishonored or be uncollectible for any reason, the Company shall charge the applicant or customer a handling charge of \$5.00 plus any payments the company was required to pay its bank or other agency for handling such instrument.

HYDRANT FLOW TEST

For all work and labor performed and all materials furnished by the Company for hydrant flow tests, a charge of \$ 120.00 will be charged to the (non – United Water) customer or party requiring such service.

TERMS OF PAYMENT:

Payment is due within 10 days of presentation of the bill.

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RATE SCHEDULE NO. 6 (Continued)

TERM:

As required to meet the class of service rendered.

SPECIAL PROVISIONS:

See "Standard Terms and Conditions," Paragraph 11.11, Sheet No. 28, Section 1 and Paragraph 12.3, Sheet No. 32 Section 1.

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