

# TARIFF for SERVICE

## Part I

### General Information

## Part II

### Standard Terms and Conditions

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Issued: July 30, 2003

Effective: August 1, 2003

Filed pursuant to Order of Board of Public Utilities  
Docket Nos. ER02080506, ER02080507, ER02030173 and EO02070417 dated August 1, 2003

Issued by Donald M. Lynch, President  
300 Madison Avenue, Morristown, NJ 07962-1911

JERSEY CENTRAL POWER & LIGHT COMPANY

BPU No. 10 ELECTRIC - PART I

1<sup>st</sup> Rev. Sheet No. 1  
Superseding Original Sheet No. 1

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Filed pursuant to Order of Board of Public Utilities  
**Docket No. EE08030133 dated May 9, 2008**

Issued by Donald M. Lynch, President  
300 Madison Avenue, Morristown, NJ 07962-1911

**General Information**

**A - Service Tariff:** This tariff for Service ("Tariff") of Jersey Central Power & Light Company, ("Company"), is filed with the Board of Public Utilities of New Jersey ("BPU") pursuant to **NJAC 14:3-1.3**. The Standard Terms and Conditions set forth in Part II of this Tariff state the conditions under which Service is rendered, and govern the Company's provision of Full Service, Delivery Service and/or other Services to the extent applicable. The Service Classifications and Riders contained in Part III of this Tariff state the basis for computing the charges to Customers for Service. Except where specifically modified by written contract, all applicable provisions of this Tariff constitute, or are a part of, each service contract, express or implied, and both the Customer and the Company shall be bound thereby.

**B - Revision of Tariff:** The Company may at any time, and in any manner permitted by law and the applicable rules and regulations of the BPU, supplement, terminate, change, or modify this Tariff or any part thereof.

**C - Exchange of Information:** The Company will, at the Customer's request, explain the provisions of its Tariff and inform the Customer as to the conditions under which Service can be obtained from the Company's system. It is the responsibility of the Customer or his agent, before making his initial electrical installation or planning material changes in an existing installation, to obtain from the Company information regarding the characteristics of available Service, its designation of the point of attachment of the service connection and meter location, and such other information as may be necessary to assure that the Customer's installation will be compatible with the facilities and Service the Company will supply.

**D - Statements by Agents:** No representative of the Company has authority to modify any provision contained in this Tariff or bind the Company by any promise or representation contrary thereto.

**E - Agreements and Contracts:** Standard agreements to provide Service shall be in accordance with Parts II and III of this Tariff. As a condition for establishing, continuing, or resuming the provision of Service in a situation where the Company incurs or will incur greater than normal investment cost or operating expense in order to meet the Customer's special or unusual Service requirements, or to protect the Company's system from undue disturbance of voltage regulation or other adverse effects, and in order to avoid undue discrimination, the Company may require an agreement for a longer term than specified in the applicable Service Classification, may require a contribution in aid of construction and may establish such minimum charges and facilities charges as may be equitable under the circumstances.

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**F – Definitions:** The following terms are herein defined for general reference to assist in their application in Parts II and III of this Tariff.

- (1) **Alternative Electric Supplier:** Any person, corporation or other entity, other than the Company, that has applied for and received an electric power supplier license from the BPU.
  
- (2) **Applicant:** Any person, corporation or other entity that (a) desires to receive from the Company electric generation or any other Service provided for in this Tariff, (b) complies completely with all Company requirements for obtaining electric generation or any other Service provided for in this Tariff, (c) has filed and is awaiting Company approval of its application for Service, and (d) is not yet actually receiving from the Company any Service provided for in this Tariff. An Applicant shall become a Customer for purposes of this Tariff only after it actually starts receiving the applicable Service from the Company under this Tariff.
  
- (3) **Billing Month:** Generally, that calendar month in which the majority of the Company's meters are read for the purpose of establishing the electric service usage of Customers for their prior 26 to 35 day period.
  
- (4) **Connected Load:** The sum of the input ratings of all electric-using devices located on the Customer's premises and which are or can be, by the insertion of a fuse, closing of a switch, or any similar method, connected simultaneously to the Company's Service. Although the manufacturer's nameplate rating may be used to determine the input rating of any particular device, the Company may instead determine the input rating of any device by test.
  
- (5) **Contract Capacity:** That electrical capacity which the Customer specifies is needed to supply the Customer's requirements for Service and which the Company agrees to furnish through either Full Service or Delivery Service.
  
- (6) **Contract Location:** Each metering point shall be considered a contract location and shall be metered and billed under a separate service contract. In cases where unmetered service is provided, the Point of Delivery shall be considered a contract location.
  
- (7) **Customer:** Any person, partnership, association, corporation, or agency of municipal, county, state, or federal government receiving any Service rendered by the Company under this Tariff at a Contract Location. The term "Customer" shall also include Applicant when, in the Company's opinion, the specific provision of this Tariff was intended to be so inclusive. Any customer receiving Delivery Service shall simultaneously be a customer of an Alternative Electric Supplier.
  
- (8) **Delivery Service:** The provision of electric distribution and other services by the Company to Customers under this Tariff who purchase their electric generation service from Alternative Electric Suppliers.
  
- (9) **Full Service:** The provision of electric distribution and other services by the Company to Customers under this Tariff who purchase their electric generation service from the Company.

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**(10) Residence:** A structure or portion of a structure intended for use as sleeping quarters by a person or persons, and containing cooking and sanitary facilities.

**Auxiliary Residential Purposes:** Electric loads used on the premises in conjunction with the operation, use, and maintenance of an individual Residence. Such loads may include yard lighting, swimming pool pumps and heaters, saunas, driveway heaters, household workshops, yard maintenance equipment, and garages or outbuildings when used in conjunction with the operation, use, or maintenance of the Residence.

**Multiple Residential Structure:** A structure containing more than one Residence and having no direct access between them except from the outside or a common hall.

**Group Residential Structure:** A structure containing a Residence and five or more sleeping quarters intended for rental purposes, and not qualifying as a Multiple Residential Structure.

**Individual Residential Structure:** A structure containing a Residence and not qualifying as a Multiple Residential Structure or a Group Residential Structure.

**Incidental Non-Residential Purposes:** Non-Residential loads totaling 10 kW or less and which are less than 30% of the Residential and/or Auxiliary Residential connected load it is metered with.

**Non-Residential Purposes:** Electric loads which do not qualify under "residential purposes" or "auxiliary residential purposes." Such loads shall include but are not limited to, ceramic kilns, electric welders, greenhouses, and loads used for farming, business, professional, avocation, or animal housing purposes.

**(11) Line Extension:** This term applies to those overhead or underground facilities for the distribution or transmission of electrical energy to serve new Customers or the enlarged load of existing Customers which are constructed by the Company as a specific project (a) on a public highway and/or (b) on a right-of-way over private or public land to serve one or more Customers. Such an extension may be an addition to and/or upgrade of existing facilities or a new installation of facilities. A line extension originates at the pole or point at which it is connected to the existing facilities or where such upgraded facilities are required and it extends to and includes (a) the most remote pole or point from which a "Service Drop" or "Underground Service Connection" is installed, or (b) to the point at which a "Service Lateral" originates.

**(12) Point of Delivery:** The point at which the Customer receives Service and from which point inward, with respect to the premises served, the Customer assumes responsibility and liability for the presence or use of electricity in the Customer's installation.

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**(13) Service:** The term "Service" (generally upper case), as used in this Tariff, references any electricity, or access to electricity, that is provided by the Company pursuant to this Tariff, or anything related to the provision of electricity, or access to electricity, provided or rendered by the Company pursuant to this Tariff. Note that the word "service" (generally lower case) is also used from time to time in this Tariff to reference services rendered by entities other than the Company (such as Alternative Electric Suppliers). The distinction between the Company's Services and other entities' services is apparent from the context, and the use of upper and lower case is intended to aid the reader in taking note of the distinction.

**(14) Service Connection:** The conductors and equipment for delivering Service from the Company's supply system to the service entrance on the customer's premises. If overhead, such Service Connection, also known as a "Service Drop," terminates at a fixture or fixtures installed on the Customer's building or structure at a location designated by the Company which will provide the required clearance of the Service Drop conductors with respect to intervening objects or surfaces. An underground Service Connection is the equivalent of the overhead Service Connection and terminates either at the Customer's over-current protective device on the inside of the first foundation wall adjacent to the street on which the Company's mains are situated or at the meter base installed as part of the "Service Entrance". If the Company's primary or transmission delivery system is directly connected to the Customer's facilities, such as through transformation or circuit breaking facilities which constitute the service connection, the Point of Delivery shall be the point of connection between the Customer's facilities and the Company's facilities, which is usually identified in a written contract that provides for such direct connection. In other instances, the Point of Delivery is as specified in the definition of "Service Entrance."

**(15) Service Drop:** A Company-owned overhead Service Connection.

**(16) Service Entrance or Entrance Facilities:** In general, the conductors or accessory equipment by which electricity is carried from the Service Connection to the supply side of the devices protecting the Customer's circuits. If the Service Entrance is owned by the Customer, it is referred to as "Customer's Entrance Facilities" and the Point of Delivery is the junction of the Service Connection conductors with the Service Entrance. If the Service Entrance is owned by the Company, it is referred to as "Company's Service Entrance" and the Point of Delivery is at the supply side of the devices protecting the Customer's circuits. The metering devices are not included as part of the Service Entrance.

**(17) Service Lateral:** The electrical facilities constituting a branch from the Company's system, installed on private property to serve a single Customer. A Service Lateral may be either overhead or underground. If overhead, the Service Lateral originates at the pole or point at which connection is made to the existing system or line extension and extends to the pole or other aerial support where the Service Drop originates. When a secondary underground Service Lateral is owned, installed, and maintained by the Customer, it shall consist of the specified conduit and cable between its connection with the Company's system and the premises where the Service is to be used. A non-secondary overhead or underground Service Lateral may provide a circuit connection to Company-owned or Customer-owned transformers set in a vault or on a pad on the Customer's premises.

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**(18) Standby Service:** Service that the Customer may receive or may request that the Company furnish in the event of a breakdown, shutdown, failure, or other impairment of a generator on the Customer's premises, from which the Customer normally receives all or a portion of his energy requirements.

**(19) Summary Billing:** A Service whereby the Company will add together the charges for multiple Full Service accounts maintained by one Customer and provide the Customer with a single bill.

**(20) Tampering:** Tampering shall mean connecting or causing to be connected by wire or any other device with the wires, cables or conductors of the Company, or connecting, disconnecting or shunting the meters, cables, conductors or other equipment of the Company, without the Company's permission. (See Part II, Sections 7.06, 7.07 and 7.08) (See N.J.S.A. 2C:20-8)

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**G - Municipalities Served:** The following list designates those municipalities in which the Company serves the public through its distribution facilities.

**BURLINGTON COUNTY**

Chesterfield Twp.  
 New Hanover Twp.  
 North Hanover Twp.  
 Pemberton Boro  
 Pemberton Twp.  
 Southhampton Twp.  
 Springfield Twp.  
 Woodland Twp.  
 Wrightstown Boro

**ESSEX COUNTY**

Livingston Twp.  
 Maplewood Twp.  
 Millburn Twp.

**HUNTERDON COUNTY**

Alexandria Twp.  
 Bethlehem Twp.  
 Bloomsbury Boro  
 Califon Boro  
 Clinton, Town of  
 Clinton Twp.  
 Delaware Twp.  
 East Amwell Twp.  
 Flemington Boro  
 Franklin Twp.  
 Frenchtown Boro  
 Glen Gardner Boro  
 Hampton Boro  
 High Bridge Boro  
 Holland Twp.  
 Kingwood Twp.  
 Lambertville, City of  
 Lebanon Boro  
 Lebanon Twp.  
 Milford Boro  
 Raritan Twp.  
 Readington Twp.  
 Stockton Boro  
 Tewksbury Twp.  
 Union Twp.  
 West Amwell Twp.

**MERCER COUNTY**

East Windsor Twp.  
 Hightstown Boro  
 Hopewell Twp.  
 Washington Twp.  
 West Windsor Twp.

**MIDDLESEX COUNTY**

Cranbury Twp.  
 East Brunswick Twp.  
 Helmetta Boro  
 Jamesburg Boro  
 Monroe Twp.  
 Old Bridge Twp.  
 Sayreville Boro  
 South Amboy, City of  
 South Brunswick Twp.  
 Spotswood Boro

**MONMOUTH COUNTY**

Aberdeen Twp.  
 Allenhurst Boro  
 Asbury Park, City of  
 Atlantic Highlands Boro  
 Avon-by-the-Sea Boro  
 Belmar Boro  
 Bradley Beach Boro  
 Brielle Boro  
 Colts Neck Twp.  
 Deal Boro  
 Eatontown Boro  
 Englishtown Boro  
 Fair Haven Boro  
 Farmingdale Boro  
 Freehold Boro  
 Freehold Twp.  
 Hazlet Twp.  
 Highlands Boro  
 Holmdel Twp.  
 Howell Twp.  
 Interlaken Boro  
 Keansburg Boro  
 Keyport Boro

**MONMOUTH COUNTY  
 (Continued)**

Little Silver Boro  
 Lock Arbour, Village of  
 Long Branch, City of  
 Manalapan Twp.  
 Manasquan Boro  
 Marlboro Twp.  
 Matawan Boro  
 Middletown Twp.  
 Millstone Twp.  
 Monmouth Beach Boro  
 Neptune City Boro  
 Neptune Twp.  
 Oceanport Boro  
 Ocean Twp.  
 Red Bank Boro  
 Roosevelt Boro  
 Rumson Boro  
 Sea Bright Boro  
 Sea Girt Boro  
 Shrewsbury Boro  
 Shrewsbury Twp.  
 South Belmar Boro  
 Spring Lake Boro  
 Spring Lake Heights Boro  
 Tinton Falls Boro  
 Union Beach Boro  
 Upper Freehold Twp.  
 Wall Twp.  
 West Long Branch Boro

**MORRIS COUNTY**

Boonton, Town of  
 Boonton Twp.  
 Butler Boro  
 Chatham Boro  
 Chatham Twp.  
 Chester Boro  
 Chester Twp.  
 Denville Twp.  
 Dover, Town of  
 East Hanover Twp.

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**MORRIS COUNTY  
(Continued)**

Florham Park Boro  
Hanover Twp.  
Harding Twp.  
Jefferson Twp.  
Kinnelon Boro  
Lincoln Park Boro  
Long Hill Twp.  
Madison Boro  
Mendham Boro  
Mendham Twp.  
Mine Hill Twp.  
Montville Twp.  
Morris Twp.  
Morristown, Town of  
Morris Plains Boro  
Mountain Lakes Boro  
Mt. Arlington Boro  
Mt. Olive Twp.  
Netcong Boro  
Parsippany-Troy Hills Twp.  
Pequannock Twp.  
Randolph Twp.  
Riverdale Boro  
Rockaway Boro  
Rockaway Twp  
Roxbury Twp.  
Victory Gardens Boro  
Washington Twp.  
Wharton Boro

**OCEAN COUNTY**

Barneгат Twp.  
Bay Head Boro  
Beachwood Boro  
Berkeley Twp.  
Brick Twp.  
Dover Twp.  
Island Heights Boro  
Jackson Twp.  
Lacey Twp.  
Lakehurst Boro  
Lakewood Twp.  
Lavallette Boro  
Manchester Twp.

**OCEAN COUNTY  
(Continued)**

Mantoloking Boro  
Ocean Twp.  
Ocean Gate Boro  
Pine Beach Boro  
Plumsted Twp.  
Point Pleasant Boro  
Point Pleasant Beach Boro  
Seaside Heights Boro  
Seaside Park Boro  
South Toms River

**PASSAIC COUNTY**

Bloomington Boro  
Pompton Lakes Boro  
Ringwood Boro  
Wanaque Boro  
Wayne Twp.  
West Milford Twp.

**SOMERSET COUNTY**

Bedminster Twp.  
Bernards Twp.  
Bernardsville Boro  
Branchburg Twp.  
Bridgewater Twp.  
Far Hills Boro  
Green Brook Twp.  
Hillsborough Twp.  
Peapack-Gladstone Boro  
Warren Twp.  
Watchung Boro

**SUSSEX COUNTY**

Andover Boro  
Andover Twp.  
Branchville Boro  
Byram Twp.  
Frankford Twp.  
Franklin Boro  
Fredon Twp.  
Green Twp.  
Hamburg Boro  
Hampton Twp.  
Hardyston Twp.

**SUSSEX COUNTY  
(Continued)**

Hopatcong Boro  
Lafayette Twp.  
Montague Twp.  
Newton, Town of  
Ogdensburg Boro  
Sandyston Twp.  
Sparta Twp.  
Stanhope Boro  
Stillwater Twp.  
Sussex Boro  
Vernon Twp.  
Wallpack Twp.  
Wantage Twp.

**UNION COUNTY**

Berkeley Heights Twp.  
Mountainside Boro  
New Providence Boro  
Springfield Twp.  
Summit, City of

**WARREN COUNTY**

Allamuchy Twp.  
Alpha Boro  
Belvidere, Town of  
Blairstown Twp.  
Franklin Twp.  
Frelinghuysen Twp.  
Greenwich Twp.  
Hackettstown, Town of  
Hardwick Twp.  
Harmony Twp.  
Hope Twp.  
Independence Twp.  
Knowlton Twp.  
Liberty Twp.  
Lopatcong Twp.  
Mansfield Twp.  
Oxford Twp.  
Phillipsburg, Town of  
Pohatcong Twp.  
Washington Boro  
Washington Twp.  
White Twp

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BPU No. 10 ELECTRIC - PART I

1<sup>st</sup> Rev. Sheet No. 9

Superseding Original Sheet No. 9

**General Information**

**H – Customer Contact Information:**

<b>Emergency / Power Outage Reporting</b>	1-800-545-7738
<b>General Customer Service</b>	1-800-662-3115
<b>Retail Choice Service</b>	1-888-478-2300
<b>Credit and Collections</b>	1-800-962-0383
<b>Teletypewriter for Hearing Impaired</b>	1-800-221-0479
<b>Morristown General Office</b> 300 Madison Avenue, Morristown, NJ 07962-1911	1-973-401-8200
<b>Customer Billing Questions or Complaints</b> P.O. Box 188, Allenhurst, NJ 07711-0188	1-800-662-3115

**Website:**

<http://www.firstenergycorp.com>

**Northern Region Business Offices:**

Morristown	90 Ridgedale Avenue, Morristown, NJ 07960
Hopatcong	175 Center Street, Landing, NJ 07850
Phillipsburg	400 Lincoln Street, Phillipsburg, NJ 08865

**Central Region Business Offices:**

Allenhurst	300 Main Street, Allenhurst, NJ 07711
Toms River	25 Adafre Avenue, Toms River, NJ 08753
Old Bridge	999 Englishtown Road, Old Bridge, NJ 08857

**ALL  
TELEPHONE  
INQUIRIES  
PLEASE USE  
CUSTOMER  
CONTACT  
INFORMATION  
ABOVE**

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<b>Section 1 - Service Availability</b>
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**NOTE:** Unless specifically stated otherwise, Part II of the Company's Tariff (Standard Terms and Conditions) generally describes the responsibilities of and obligations between Customers and the Company. Specific standards governing the relationship between Customers and the Alternative Electric Supplier and between the Alternative Electric Supplier and the Company have been set forth by the BPU and are noted with references to such BPU Order(s) where applicable to the Company's Tariff.

**1.01 Characteristics of Service:** The standard electrical supply service provided by the Company is alternating current with a nominal frequency of 60 hertz. Not all types of service listed below are available at all locations, and service voltages other than secondary may be specified by the Company under special conditions such as may relate to the location, size, or type of load. The Company may specify the voltage, phase, and minimum and maximum load that it will supply at any particular voltage. The Company will furnish transformation facilities for secondary service up to a maximum of 300 KVA pole-mounted or 2500 KVA pad-mounted per contract location. Contract locations requiring in excess of these limits may, at the Company's discretion, be provided untransformed service, in which case the customer shall install, own, operate, and maintain the necessary transformation and associated facilities, except metering, in accordance with Company service requirements. Subject to the foregoing limitations, the types of service available with their nominal voltages are:

**Secondary Service:**

Single-phase	2 wire	120 volts
Single-phase	3 wire	120/240 volts
Single-phase	3 wire	120/208Y volts
Three-phase	4 wire	120/240 volts
Three-phase	4 wire	120/208Y volts
Three-phase	4 wire	277/480Y volts

**Primary Service:**

Single-phase	2 wire	2400 volts
Single-phase	2 wire	4800 volts
Three-phase	3 wire	2400 volts
Three-phase	4 wire	2400/4160Y volts
Three-phase	3 wire	4800 volts
Single-phase	2 wire	7200 volts
Three-phase	4 wire	7200/12470Y volts
Three-phase	4 wire	7620/13200Y volts
Three-phase	3 wire	13200 volts
Three-phase	4 wire	19900/34500Y volts

**Transmission Service:**

Three-phase	3 wire	34500 volts
Three-phase	3 wire	230000 volts

The Company must always be consulted regarding the type of Service to be supplied.

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<b>Section 1 - Service Availability</b>
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**1.02 Single Point of Delivery:** The Company will designate the Point of Delivery and meter location. Service under a particular Service Classification will be supplied to each building or contract location through only one set of Service Connection conductors and metering equipment, except where the Service Classification may require otherwise or where, for economy, engineering, or operating considerations or by reason of applicable codes or governmental regulations, the installation of more than one Service Connection is necessary. Such duplicate or auxiliary delivery sources shall be furnished by separate contract under the applicable Service Classification and special provision. Service so delivered shall be used only at the premises where the Service is connected.

**1.03 Compliance with Service Classification:** Service provided by the Company shall not be used for purposes other than those recognized within the applicable Service Classification or pursuant to any special provisions under which the Customer is being served. When the use of Service is not in compliance with the terms of any such special provisions or Service Classification, the Customer shall be transferred to and billed under the applicable schedule of charges or disconnected from Service as provided for in this Tariff. (Also see 4.07 and 8.03)

**1.04 Residential Purposes:** Electric loads required for the operation and use of an individual residence. Such loads may include that for lighting, cooking, appliance operation and water pumping as well as space and water heating. Also see Part I, Section F, Definition (10) for definitions of residence and residential structures.

**1.05 Resale of Service:** Customers shall not resell Service for profit. Customers who distribute electric energy from their Point of Delivery to other occupants of the premises may install metering at their own expense to determine the energy usage and amount owed to the Customer for energy usage at those sub-locations. Where the use of the premises is basically residential, such meters of sub-locations will be permitted only for those buildings constructed prior to January 1, 1978, which are co-operative or condominium residential apartment buildings, or are publicly financed or government-owned. A reasonable administrative charge may be made by the customer to the other occupants for determining and billing them for their energy usage.

For multiple occupancy residential buildings constructed after January 1, 1978, separate metering owned and installed by the Company is required for each dwelling unit as provided in the New Jersey Uniform Construction Code.

**1.06 Unusual Conditions:** The Company, at its sole discretion, may discontinue or refuse to provide Service to loads which might adversely affect the normal operation of facilities of the Company or its customers. Service to such loads may be provided where the customer, at its own expense, has installed corrective equipment in accordance with general or individual non-discriminatory requirements and specifications of the Company. The Company may also discontinue or refuse to supply service to loads so installed or connected that an unbalance greater than 10% exists between the phases of the customer's service. Customers should contact the Company prior to purchasing or connecting motors or other equipment to determine the maximum allowable inrush current and/or to determine the suitability of the equipment to the Company's system. (Also see Section 4.05)

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<b>Section 1 - Service Availability</b>
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**1.07 Curtailable Load Limitation:** The curtailable load of all customers provided for under this Tariff shall not exceed 2.5% of the Company's annual peak load in the preceding calendar year.

**1.08 Multiple Services for Transmission Customers:** Service will be supplied to several delivery points at the same or different voltages as mutually agreed, providing that such delivery points are connected together by interconnecting lines and transformation facilities which are either owned, operated, and maintained by the Customer, or owned, operated, and maintained wholly or in part by the Company, upon payment to the Company of a monthly charge of 1.5% of the original cost of such facilities as are provided by the Company. Such interconnection by mutual agreement may be operated either normally closed or open, and in either case shall be changed only by or at the direction of the Company for emergency and maintenance purposes. Where such interconnection is available, each separate delivery point will be individually metered, and billing shall be based on the sum of the highest coincident demands and the sum of the kilowatt-hours registered at the individual metering points after correcting for transformation losses. Such meter registrations are not measured at transmission voltage.

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**Section 2 - Service Applications, Agreements & Contracts**

**2.01 Application and Connection:** All Applicants seeking to receive any type of Service from the Company under this Tariff shall contact the Company and specifically request the type and nature of Service. An Applicant for any Service under this Tariff may be required to sign an application or contract for Service. However, the Company may, in its sole discretion, accept an oral application from an Applicant. Applicants for Service shall supply to the Company all information deemed necessary by the Company from time to time to provide such Service including, but not limited to, connected electrical load, types of electrical equipment, and the mode of operation of the electrical equipment.

Upon the receipt of Service, the Applicant shall become a Customer of the Company. At any time, the Customer shall inform the Company in advance of any proposed additions to (or decreases in) the Customer's Connected Load.

Whenever Service is initiated to any Customer in any particular location or resumed after discontinuance at the request of the Customer, a Service Charge shall be made as specified in Part III of the Tariff.

If a Delivery Service Customer, for whatever reason, receives electric supply from the Company, that Customer will be considered a Full Service Customer beginning with the date on which such electric supply is furnished to the Customer by the Company.

**2.02 Forms and Information:** The Company will, upon request, explain the provisions of its Tariff and the conditions under which Service can be obtained. It is the responsibility of any Applicant for new or modified Service to obtain from the Company information regarding the characteristics of available Service, the Point of Delivery of Service, its designation of the point of Service Connection and meter location, and such other information as may be necessary to assure that the Customer's installation will be compatible with the facilities and Service the Company will provide before making the initial electrical installation or planning material changes in an existing installation. The Company will furnish such application and contract forms as may be appropriate. The Applicant shall supply all of the information called for by such forms.

**2.03 Selection of Service Classification:** The Company will assist in the selection of the Customer's applicable Service Classification. In furnishing such assistance, the Company assumes no responsibility whatsoever. If for any reason the Customer fails to make a selection, the Company will assign a Service Classification based upon facts at hand at the time Service is furnished. A Customer may, upon written notice to the Company, elect to change and to receive Service under any other applicable Service Classification or special provision. The Company will bill the Customer under the Service Classification so selected for Service delivered from the date of the next scheduled meter reading, but the Company may refuse to permit any further change in selection of Service Classification or special provision during the next twelve months, except as may be permissible under Section 1.03.

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**Section 2 - Service Applications, Agreements & Contracts**

**2.04 Modification or Rejection of Application:** The Company may place limitations on the amount and character of Service it will provide, or may refuse to provide Service to new Customers or to any additional load of existing Customers, if it is not able to obtain, install, operate, or maintain the necessary equipment and facilities to provide such Service. The Company, after proper notice, may refuse to initiate Service or may discontinue Service to an Applicant, or to a Customer who is a member of the household or is a business associate of a former Customer then indebted to the Company for Services provided by the Company at any location, if the Company has reason to believe that substantially the same household or business will or does occupy the premises to be or being served and that the purpose of the present or earlier application is or was to circumvent payment of such indebtedness. However, if the household or business associate is not the same, the Company can only transfer the outstanding balance of amounts owed to the Company for Services provided by the Company to the former Customer of record for Service rendered at the prior location.

**2.05 Contract by Use of Service:** Receipt and use of Service provided by the Company shall render the recipient a Customer of the Company. If such Service is provided and accepted, or used in the absence of a written agreement for Service approved by the Company, such recipient shall be deemed to have entered into an agreement with the Company, the furnishing, receipt, and use of such Service shall be subject to the provisions of this Tariff and such Customer shall be charged for such Service in accordance with the applicable Service Classification.

**2.06 Term of Contract:** The term of contract is stated in the applicable Service Classification or in a written agreement. Customers shall give notice of intention to terminate Service to a responsible agent of the Company in accordance with the requirements of any applicable Service Classification or written agreement and, in any event, reasonably in advance of intended Service termination or change in Customer identity. Termination of Service on notice from the Customer, or for any other reason permitted by this Tariff prior to the completion of a contract for Service, shall not relieve the Customer from payment of the charges for the unexpired portion of the term and the same shall be due and payable immediately.

**2.07 Unauthorized Use:** Unauthorized connection to the Company's facilities, or the use of Service (either metered or unmetered) without Company authorization may be terminated by the Company without notice. The use of Service without notice to the Company shall render the user liable for any amount due for Service provided to the premises since the last reading of the meter as shown by the Company's records or for unmetered Service used since the last billing.

**2.08 Statements by Agents:** No representative of the Company has authority to modify any provision contained in this Tariff or bind the Company by any promise or representation contrary thereto, and the Company shall not be bound thereby.

**2.09 Special Agreements:** As a condition for establishing, continuing, or resuming the provision of Service in a situation where the Company incurs or will incur greater than normal investment cost or operating expense in order to meet the Customer's special or unusual Service requirements or to protect the Company's system from undue disturbance of voltage regulation or other adverse effects and in order to avoid undue discrimination, the Company may require an agreement for a longer term than specified in the applicable Service Classification, may require a contribution in aid of construction, and may establish such minimum charges and facilities charges as may be equitable under the circumstances. (Also see Section 4.05)

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**Section 3 - Billings, Payments, Credit Deposits & Metering**

**3.01 Measurement of Electricity Consumption:** The Service provided to the Customer will be measured separately for each Point of Delivery by metering. Bills will be based upon the registration of such metering equipment except as may be otherwise provided in this Tariff. Such registration shall be conclusive as measuring the quantity of Service received by the Customer except when the metering equipment fails to register or is determined to be registering outside the limits of accuracy prescribed by the BPU. In some instances the Company may, at its sole discretion, allow for unmetered Service. (Also see Sections 3.15 and 3.16)

**3.02 Separate Billing for Each Installation:** Service provided through each meter shall be billed separately in accordance with this Tariff. Conjunctive billing, which is the combination of the quantities of energy, demand, or other billing elements of two or more meters or Services into respective single quantities for the purpose of billing as if the bill were for a single meter or Service, will not be permitted except where more than one meter has been installed for Company operating reasons. (Also see Sections 1.02 and 3.15)

**3.03 Meter Reading and Billing Period:** Unless otherwise specified, the charges for Service are stated on a monthly basis. Meters are read on a regular schedule, as nearly as practicable every 30 days. The term "month" as used in this Tariff, generally means the period between any two consecutive regularly scheduled meter readings. The term "billing period" usually refers to the interval of time elapsing between two consecutive meter readings, but it may mean other time intervals, either actual or estimated, taken or made for the purpose of computing the amount due to the Company from the Customer. Bills to Customers will normally be rendered monthly, but the Company may, in its sole discretion, read meters and render bills generally, or to limited groups of Customers, on other than a monthly basis for either experimental purposes or as a regular procedure, after giving reasonable notice to the affected Customers and to the BPU. In such event the monthly charges stated in the applicable service classification shall be prorated to conform to the new billing period. (See NJAC 14:3-7.4)

**3.04 Prorating of Monthly Charges:** All bills for periods other than 26 to 35 days inclusive will be computed by prorating the monthly charges provided in the applicable service classifications on the basis of the relationship between the number of days in the billing period and 30 days.

**3.05 Estimated Bills:** Where the Company has not obtained a reading of the meter it may submit a bill for the minimum charge, or estimate the amount of Service provided and submit an estimated bill. Such bill is subject to adjustment on the basis of the actual Service provided as established by the next actual meter reading, or for any unusual circumstances known to have affected the amount of Service provided.

The Company reserves the right to discontinue Service when a meter reading has not been obtained for eight months or more and after written notice is sent to the customer per NJAC 14:3-7.2. The Company will use all reasonable means to obtain a meter reading before discontinuing Service. (Also see Section 8.03 and NJAC 14:3-3A.1)

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**Section 3 - Billings, Payments, Credit Deposits & Metering**

**3.06 Billing Adjustments:** An adjustment of charges due to the Company for Services provided by the Company will be made when a meter fails to register within the limits of accuracy prescribed by the BPU, or for any other legitimate reason. Such adjustment shall not be for a period of more than six years prior to the time the reason for the adjustment became known to the Company. (See [NJAC 14:3-4.6](#))

**3.07 Billing of Charges in Tariff:** Unless otherwise designated, the charges set forth in this Tariff shall apply to Service rendered on and after the effective date specified in the applicable Service Classification.

**3.08 Payment of Bills:** Bills for Service provided by the Company are payable when rendered and are due within fifteen days of the mailing date of the bill or as otherwise prescribed by regulation [NJAC 14:3-3A.3](#). They can be paid at any business office of the Company, to any duly authorized collector or collection agency, by mail, or by electronic funds transfer. If a bill is not paid by the date indicated on the bill, the Company, on not less than ten days written notice, may discontinue service to the Customer after 27 days following rendition of the bill or as otherwise prescribed by regulation. (See [NJAC 14:3-3A.3](#))

Whenever a residential Customer advises the Company that the Customer wishes to discuss a deferred payment agreement because of a present inability to pay a total outstanding bill, the Company will make a good faith effort to provide the Customer with a reasonable deferred payment agreement. Either prior to or after the discontinuance of service for non-payment, a residential Customer may be required to pay a down payment of not more than 25% of the total outstanding bill due at the time of the agreement. Deferred payment agreements which extend more than two months must be in writing. The Company is not required to offer or enter into more than one deferred payment agreement in a 12-month period, but the Company may, in its sole discretion, elect to offer more than one such agreement in the same 12-month period. If the Customer defaults on any of the terms of the agreements, the Company may discontinue service after providing the Customer with a notice of discontinuance. (See [NJAC 14:3-7.7](#))

A Customer's failure to receive a bill shall not relieve the Customer of any of the Customer's obligations hereunder.

Where a non-residential Customer requests a deferred payment agreement, the agreement shall be limited to a period of no more than three months, and the Customer may be required to make a partial payment at the time of entering into the deferred payment agreement. The amount of the partial payment shall be no more than one half of the amount past due and owing at that time. The existence of a deferred payment agreement does not relieve the Customer of applicable monthly late payment charges. (See Section 3.19)

**3.09 Guarantee of Payment:** Where the credit of an Applicant for Service is impaired or not established, or where the credit of a Customer has become impaired, a money deposit or other guarantee satisfactory to the Company may be required as security for the payment of bills for Service before the Company will commence or continue Service. If a residential Customer's Service has been terminated for non-payment of bills, the Company may not condition restoration of Service on payment of a deposit unless said deposit had been included as a charge on prior bills, or prior notice to the Customer had been given. (See [NJAC 14:3-3.4](#))

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**Section 3 - Billings, Payments, Credit Deposits & Metering**

**3.10 Amount of Credit Deposit:** The deposit from the Customer shall be not less than twice the estimated or actual bill for a single billing period at the applicable rate. In the case of a Customer taking Service for less than 30 days, a credit deposit may be required in an amount equal to the estimated bill for such temporary period. The Company will issue a receipt to each Customer making a deposit. (See NJAC 14:3-3.4)

**3.11 Interest on Credit Deposit:** All money deposits under Section 3.09 shall bear simple interest payable at the rate and in the manner specified under NJAC 14:3-3.5(d), provided said deposit remains with the Company for not less than three months. Deposits shall cease to bear interest upon termination of Service.

**3.12 Return of Credit Deposit:** Upon termination of Service and payment in full of all unpaid bills for Service, the Company will return the deposit plus accrued interest, or will deduct from the deposit and interest all amounts due and return the difference, if any, to the depositor. The Company shall have a reasonable time in which to read meters and to ascertain that the obligations of the Customer have been fully performed before being required to return any deposit. The credit deposit is not a floating credit available to be used by the Customer for the payment of interim bills for service, but the Company may apply the deposit and any accrued interest against any unpaid bills and require the Customer, as a condition on continuing Service, to restore the deposit to an amount, determined in accordance with the principles set forth in Sections 3.09 and 3.10, sufficient to secure the payment of future bills. Residential customer accounts will be reviewed at least once every year and non-residential Customer accounts at least once every two years. Should such review indicate that the Customer has established satisfactory credit with the Company, the credit deposit plus accrued interest, if any, will be returned to the depositor. Such return of a credit deposit shall not serve to waive the Company's right to re-establish the credit deposit as required herein above. The Company may require surrender of the receipt issued when the deposit was made, or in lieu thereof, proof of identity before returning the deposit or any part thereof. (See NJAC 14:3-3.5)

**3.13 Final Bill:** A customer intending to discontinue Service shall give the Company reasonable notice thereof and arrange for the reading of the meter. Where the Customer is discontinuing all Service, the reading shall be regarded as a final reading and the Company will read the meter within forty-eight hours of receipt of such notice unless a holiday or a weekend intervenes or the Customer desires otherwise. If, because of conditions occasioned by the Customer, or by reason of compliance with the Customer's request, the final reading of the meter must be obtained outside of regular business hours, the Customer will be subject to the service charges specified in the applicable Service Classification within this Tariff.

Whether or not the Customer gives notice of discontinuance, the Customer shall be liable for Service delivered to the premises until the final reading of the meter can be obtained by the Company. Where the Customer is discontinuing all Service, the bill for Service rendered until the final meter reading, plus all other charges due and any applicable minimum charge for the unexpired term of a contract, is due and payable immediately upon presentation. Where the Service in question is unmetered, a final bill shall be rendered upon discontinuance of Service.

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**Section 3 - Billings, Payments, Credit Deposits & Metering**

**3.14 Taxes on Contributions in Aid of Construction and Customer Advances or Deposits:** Any contribution in aid of construction ("CIAC"), customer advance or deposit, or other like amount received from Customers which shall constitute taxable income as defined by the Internal Revenue Service may be increased to include a payment equal to the applicable current taxes incurred by the Company as a result of receiving such monies, less the net present value of future tax benefits related to: (a) for non-refundable amounts, the tax depreciation guideline-life applicable to the property constructed with such monies, which for transmission or distribution items shall be taken to be 20 years; or (b) for refundable amounts, the expected duration of such refund, which shall be taken to be ten years. The discount rate to be used for such present value calculations will be the Company's last allowed overall rate of return.

**3.15 Unmetered Service:** Where the Customer's equipment is of such a character and its operation is so conducted that the Customer's use of service at the Point of Delivery is substantially invariable over the period Service is supplied, thus permitting accurate determination of billing quantities by calculation based on the electrical characteristics of such equipment, the Company may omit the installation of metering equipment and, with the consent of the Customer, use the respective quantities, so determined, for billing purposes under the applicable Service Classification. The Customer shall not make any change whatever in the equipment or mode of operation thereof, Service to which is billed in the foregoing manner, without first obtaining the Company's consent in writing. If the Customer changes equipment or mode of operation, any Service to such changed equipment or operation shall be deemed unauthorized use and shall be subject to discontinuance as provided elsewhere in this Tariff.

**3.16 Non-measurable Loads:** Customers with equipment which creates unusual fluctuations, which cannot be measured by standard metering facilities, shall have the maximum 15-minute demand, monthly KWH, and reactive component calculated for such equipment, and added to any such measured quantities for the customer's remaining load for billing purposes under the applicable Service Classification.

**3.17 Equal Payment Plan for Individual Residential Dwelling Units:** The Company may, upon request by a residential Full Service Customer, determine a payment plan of twelve equal monthly payments for the Customer. Monthly payments required under this plan may be revised by the Company one time during the payment plan period as rate changes or special conditions warrant. If actual charges are more or less than the estimated amounts, billing adjustments necessary to provide for the payment of the actual charges due for Service rendered under this plan shall be made in the twelfth month of the plan, or in the event the Equal Payment Plan is terminated, on the next bill. The Company may terminate this plan at any time as to any Customer if any monthly bill rendered to such Customer under this plan is unpaid when the next monthly bill is rendered. (See [NJAC 14:3-7.5](#))

**3.18 Returned Check Charge:** A charge of \$10 will be assessed against a Customer's account when a check, which has been issued to the Company, is returned by the bank as uncollectible.

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**Section 3 - Billings, Payments, Credit Deposits & Metering**

**3.19 Monthly Late Payment Charge:** Upon the non-receipt of payment for services provided by the Company or an Alternative Electric Supplier by a Customer receiving Service under Service Classifications GS, GST, GP, GT, GTX, SVL, MVL, ISL and Rider CEP and receiving a bill for such service rendered by the Company, as opposed to a consolidated bill rendered by an Alternative Electric Supplier, except for State, County, and Municipal Government accounts, a Late Payment Charge at the rate of 1.5% per monthly billing period shall be applied. This charge will be applied to all amounts previously billed, including any unpaid late payment charge amounts applied to previous bills, which are not received by the Company when the next regular bill is calculated. The amount of the Late Payment Charge to be added to the unpaid balance shall be determined by multiplying the unpaid balance by the monthly Late Payment Charge rate of 1.5%. (See **NJAC 14:3-7.1**)

**3.20 Delinquent Charge:** For Customers receiving Service under Service Classifications RS, RT, RGT, GS and GST, a field collection charge will be applied for each collection visit made by the Company to the Customer's premises, except Customers who qualify for protection under the standards set forth in the **NJAC 14:3-3A.5** as detailed in the Stipulation of Final Settlement (Docket No. ER95120633).

**3.21 Summary Billing:** Upon a Customer's request and the Company's approval, a Customer with multiple Full Service accounts may receive Summary Billing, in which the billing information for the multiple accounts is reported on a single statement, for the convenience of the Customer. Summary Billing shall not be permitted for any delinquent accounts, and shall be permitted only in those cases where meter reading dates and due dates of the multiple accounts allow for Summary Billing without adversely affecting the timely payment of bills and where summary billing does not have an adverse financial impact on the Company. The Company may, in its sole discretion, discontinue Summary Billing, or charge Customers an additional amount for Summary Billing to offset any actual or potential adverse financial impact on the Company. A single due date for accounts that are billed in summary shall be established by the Company and provided to the Customer. Summary Billing shall not commence unless and until the Customer agrees to the due date established for such Summary Billing.

**3.22 Special Billing:** The Company shall consider all requests from Customers to deviate from the Company's standard billing practices and procedures, including those described in this Tariff. The Company may, in its sole discretion, agree to provide special billing to a Customer, subject to, a payment by the Customer of all costs associated with the Company providing such special billing.

**3.23 Metering:** The Company shall maintain, install and operate meters and related equipment as necessary to measure and record the Customer's consumption and usage of all services provided under this Tariff. The Company may, in its sole discretion, install such meters and related equipment (including, but not limited to, telemetering equipment) it deems reasonable and appropriate to provide service to Customers under this Tariff. The Company may, in its sole and exclusive discretion, install such special metering as may be requested by a Customer, subject to the Customer paying all of the Company's material, labor, overheads and administrative and general expenses relating to such facilities.

The Company shall conduct inspections and tests of its meters in accordance with prudent electric practices and as otherwise prescribed by the BPU.

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<b>Section 3 - Billings, Payments, Credit Deposits &amp; Metering</b>
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**3.23 Metering (cont'd):** If requested by the Customer, the Company may, in its sole discretion, elect to provide kilowatt-hour pulses and/or time pulses from the Company's metering equipment. All costs for providing the meter pulses shall be paid by the Customer. If a Customer's consumption of kilowatts and/or kilowatt-hours increases as a result of interruptions or deficiencies in the supply of pulses for any reason, the Company shall not be responsible or liable, for damages or otherwise, for resulting increases in the Customer's bill.

If requested by a Customer, the Company may, in its sole discretion, elect to provide metering to a service location other than what is presently installed or otherwise proposed to be installed by the Company at that location. All costs for special metering facilities provided by the Company, including, but not limited to, all material, labor, overheads and administrative and general expenses, shall be billed to and paid by the Customer.

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**Section 4 - Supply and Use of Service**

**4.01 Continuity of Service:** The Company will use reasonable diligence to maintain a regular and uninterrupted provision of Service, but should the Service be interrupted, curtailed, suspended, or discontinued by the Company for any of the reasons set forth in Section 8 of these Standard Terms and Conditions, or should the Service be interrupted, curtailed, deficient, defective, or fail by reason of any natural disaster, accident, act of a third party, strike, legal process, governmental interference or by reason of compliance in good faith with any governmental order or directive, notwithstanding that such order or directive subsequently may be held to be invalid, or other causes whatsoever beyond its control, the Company shall not be liable for any loss or damage, direct or consequential, resulting from any such suspension, discontinuance, interruption, curtailment, deficiency, defect, or failure. The Company will not be responsible for any damage or injury arising from the presence or the use of Service provided to the Customer by the Company after it passes from the Company's facilities to the Point of Delivery, unless such damage or injury is caused by the sole negligence or willful misconduct of the Company. Any damage or injury arising from occurrences or circumstances beyond the Company's reasonable control, or from its conformance with standard electric industry system design or operation practices, shall be conclusively deemed not to result from the negligence of the Company. Due to the sensitive nature of computers and other electric and electronically controlled equipment, Customers, especially three-phase Customers, are advised to and should provide protection against such variations in power and voltage supply.

**4.02 Temporary Service:** Service for a temporary or short term period will be provided and billed under the applicable Service Classification when the Company's available installed facilities are of adequate capacity to render such Service, provided the Customer pays in advance the estimated net cost of installing and removing all facilities provided to furnish such Service. If the total period of temporary Service is less than one month, the total billing for such period shall not be less than the stated monthly minimum of the applicable Service Classification. At the option of the Company, bills for temporary Service may be prorated and rendered at periodic intervals of less than one month and are due and payable upon presentation. The Company's specifications for the Customer's installation are available from the Company upon request.

**4.03 Transformation Facilities for Transmission Customers:** Where, for the mutual convenience of the Company and Customer, the transformation equipment at a delivery point is utilized by both parties, the Company will provide such facility at a monthly charge of 1.5% of the prorated cost. The prorated cost shall be (1) the product of (a) the highest 15-minute demand (rounded to the next highest 100 KW) established by the Customer on such commonly-used transformation facility since Service was originally established, and (b) the Company's book cost of such commonly-used transformer substation less those items of equipment devoted solely to uses other than supplying the Customer, (2) divided by the maximum capability of the transformation equipment when operating under load conditions. In the event that the transformer bank's maximum capability is altered, either by changes in the transformers, the transformer cooling equipment, or in the characteristics of the Customer's load, item (2) above shall be redetermined to reflect the changed conditions.

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**Section 4 - Supply and Use of Service**

**4.04 Emergency Curtailment of Service:** The Company may curtail or discontinue the provision of Service to any Customer, upon reasonable notice if possible, in the event it becomes necessary to do so in case of emergencies or in compliance with an order or directive of Federal, State, or municipal authorities. The Company may interrupt Service to any Customer or Customers in an emergency threatening the integrity of its system or to aid in the restoration of Service if, in its sole judgment, such action will alleviate the emergency condition and enable it to continue or restore Service consistent with the public welfare. (Also see Sections 4.01 and 8.02) In the event of an actual or threatened restriction of fuel supplies available to its system or the systems to which it is directly or indirectly connected, the Company may curtail or interrupt Service or reduce voltage to any Customer or Customers if, in its sole judgment, such action will prevent or alleviate the emergency condition. (See **NJAC 14:3-3A.1**)

**4.05 Special Company Facilities:** At the Customer's request, or as required, subject to approval by the Company, the Company will furnish and install on its system, special, substitute, or additional facilities to meet the Customer's special or additional requirements or to protect the Company's system from disturbance of standard voltage regulation that otherwise would be caused by the operation of customer's equipment. When the Company furnishes facilities not normally supplied or when the estimated or actual cost of such special substitute or additional facilities exceeds the estimated cost of the standard facilities that normally would be supplied by the Company without special charge, either (a) the Customer shall pay in a manner to be agreed upon a facilities charge annually amounting to 18% of such additional cost, or (b) by mutual agreement the Customer may pay an amount equivalent to such additional cost, plus applicable taxes. However, alternative (a) shall not be available unless the facilities are such as are commonly and usually transferred from place to place for use in the Company's system or are reasonably capable of reuse. The Customer may also be subject to other monthly or special charges in order to meet their special needs.

**4.06 Single Source of Energy Supply:** No Customer may maintain or operate any source of electric energy on his premises or at his contract location in a manner whereby such source may become interconnected with the Company's facilities without the prior written approval of the Company. Such prior approval may be conditioned, among other things, on the installation and operation by the Customer at the Customer's cost and expense of such switches and/or protective devices as the Company may deem necessary to prevent injury to persons or damage to property of either the customer or the Company. Such approved interconnection may be maintained only at the appropriate rates and charges as provided in this Tariff.

**4.07 Changes in Customer's Installation:** The Customer, prior to making any material increase or decrease in Connected Load, demand, or other conditions of use of Service or change of purpose, arrangement, or characteristics of electrical equipment, shall notify the Company of such intention so that the Company may determine if any changes in its distribution facilities or in the Point of Delivery will be required in order that safe, adequate, and proper Service may be supplied to the Customer under the proposed changed conditions. Prior to starting any work, the Customer or his agent shall submit for the Company's approval sufficient copies as required of the plans of such proposed installations, together with a list of the principal apparatus to be used. The Company will advise the Customer if any feature of the proposed changed conditions would be incompatible with such Service. (Also see Section 5.06) Such proposed changes in the Customer's Service conditions shall not be made effective until they have been approved by the Company.

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<b>Section 4 - Supply and Use of Service</b>
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**4.08 Customer's Liability to Company:** Failure of the Customer to give prior notice of changes in conditions as described in Section 4.07 shall render the Customer responsible and liable for any personal injury and any property damage caused by the changed conditions, including damage to the Company's property and injury to its employees. In those cases where the Customer's bill is based on the connected load, failure to give notice of changes therein will not relieve the Customer from liability for payment of proper charges for Service based upon such changed conditions from the date such change first occurred, nor entitle the Customer to a refund or adjustment if the charges billed exceed the amount that would normally be applicable under the changed conditions.

**4.09 Request For Relocation of, or Work on, Company Facilities:** When the Company is requested to relocate or work on its facilities and such relocation or work is for the purpose of enabling the Customer to work on or maintain his electrical facilities or building, or perform work or construction safely in the vicinity of Company equipment, the Customer shall pay to the Company, in advance of any relocation or work by the Company, the estimated cost to be incurred by the Company in performing such relocation or work. For work of a routine nature frequently performed within the Company's service area, the Company may specify a flat fee based upon the average costs of performing such work. (Also see Sections 7.04, 7.06, and 7.08)

**4.10 Liability for Supply or Use of Electric Service:** The Company will not be responsible for the use, care, condition, quality or handling of the Service delivered to the Customer after same passes beyond the point at which the Company's service facilities connect to the Customer's wires and facilities. The Customer shall hold the Company harmless from any claims, suits or liability arising, accruing, or resulting from the supply to, or use of Service by, the Customer.

**4.11 Relocation of Meters or Service Equipment:** Where meter locations are changed from indoor to outdoor, the Company may permit feeding back from the new meter location to the original Service Entrance. When an existing Service Entrance is to be changed, the old Service shall remain active and properly metered until the old Service is disconnected and the new Service is reconnected. When it is impractical to comply with this requirement, the Company must be contacted and arrangements made to accomplish the changeover. Metered and unmetered conductors will not be permitted in the same conduit or raceway, except in special cases where Company approval has been obtained.

**4.12 Liability for Acts of Alternative Electric Suppliers:** The Company shall have no liability or responsibility whatsoever to the Customer for any agreement, act or omission of, or in any way related to, the Customer's Alternative Electric Supplier.

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**Section 5 - Customer's Installation**

**5.01 General Requirements:** The Customer's installation must conform to the Company's specifications and all requirements of municipal and State authorities and regulations set forth in the National Electric Code in effect at the time of such installation. The Company will, however, install and maintain facilities on the Customer's premises at the Customer's cost when the Company determines such installation and maintenance to be necessary or more convenient for the delivery of Service and there is mutual agreement as to the installation and maintenance cost. Where for engineering or operating reasons it is necessary or desirable to install a substation, transformers, capacitors, control, protective or other equipment on the Customer's premises in order to supply the Service required by the Customer, the Customer shall provide a suitable place and housing for such facilities. The Company's specifications for the Customer's installation are available from the Company upon request.

**5.02 Service Entrance:** The Customer's Service Entrance facilities shall extend from the Point of Delivery specified by the Company to an approved entrance switch cabinet located on the Customer's premises. With the exception of metering equipment and related facilities furnished by the Company, all of the facilities necessary to conduct electricity from the Point of Delivery to the Customer's circuits shall be installed, owned, and maintained by the Customer. The Customer must provide and install an approved service head and assure all fittings used in the Service Entrance provide a water-tight connection. At least three feet of wire must be left for the connection to the Service Drop on all services. (Specifications for service installations will be furnished by the Company upon request.)

**5.03 Inspection and Acceptance:** The Company may refuse to connect with any Customer's installation or to make additions or alterations to the Company's Service Connection when such installation is not in accordance with the National Electrical Code, or with the Company's requirements, or where a certificate approving such installations has not been issued by an electrical inspection authority certified by the New Jersey Department of Community Affairs for the area in which the installation is located, or by a City or County Inspection Authority having exclusive authority to make electrical inspection in such area. (See NJAC 14:3-8.3(g) and (h))

**5.04 Special Customer Facilities:** The Customer shall furnish at his own expense any special facilities necessary to meet his particular requirements for Service at other than the standard conditions specified under the provisions of the applicable Service Classification. (Also see Section 5.05)

**5.05 Regulation of Power Factor:** The Company shall have the right to require the Customer to maintain a power factor in the range of 87% to 100% coincident with the Customer's maximum on-peak monthly demand and to provide, at its sole expense, any corrective equipment necessary in order to do so. The Company may inspect the Customer's installed equipment and/or place instruments on the premises of the Customer in order to determine compliance with this requirement, as deemed appropriate by the Company. The installation by the Company of corrective devices necessary for compliance with this provision, shall, as deemed appropriate by the Company, be billed to the Customer under the provisions of Section 4.05. The Company is under no obligation to serve, or to continue to serve, a Customer who does not maintain a power factor acceptable to the Company. (Also see Sections 5.01 and 5.04)

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<b>Section 5 - Customer's Installation</b>
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**5.06 Change in Point of Delivery:** In the event that the Company shall be required by any governmental authority to relocate its distribution facilities or to place any portion of them underground, the Customer shall at its own expense make such changes in its Service Entrance and/or in its underground Service Connection as may be necessary in order to conform to the new Point of Delivery specified by the Company. Any change requested by the Customer in the location of the existing Point of Delivery, if approved by the Company, will be at the expense of the Customer.

**5.07 Liability for Customer's Installation:** The Company will not be liable for damages to or injuries sustained by the Customer or others, or by the equipment or property of Customer or others, by reason of the condition, character, or operation of the Customer's wiring or equipment, or the wiring or equipment of others.

**5.08 Meter Sockets and Current Transformer Cabinets:** Upon the Company's designation of a Point of Delivery at which its Service line will terminate, the Customer shall provide, at its sole cost and expense, a place suitable to the Company for the installation of metering and all other electric facilities needed for the provision of electric energy by the Company or an Alternative Electric Supplier. It shall be the Customer's responsibility to furnish, install, and maintain self-contained meter sockets and current transformer cabinets in accordance with Company specifications which are available upon request.

**5.09 Restricted Off-Peak Water Heater Specifications:** Service supplied under Service Classification RS - Residential Service, Special Provision (a), or Service Classification GS - General Service Secondary, Special Provision (d), must conform to the following requirements as well as any other applicable conditions of Service:

- (a) The minimum capacity of the water heater should not be less than 50 gallons.
- (b) Should the water heater have two non-inductive heating elements, each shall be controlled by its own thermostat and both shall be electrically interlocked to prevent simultaneous operation, with the upper heating element located to heat the top one-quarter of the tank volume and the lower element located to heat the entire tank.
- (c) The upper heating element may be wired to operate during the on-peak as well as off-peak periods, whereas the lower element, or single element (in a one-element water heater), may operate only during the off-peak periods.
- (d) The wattage of each heating element shall not be in excess of 30 watts per gallon of tank volume, rounded to the nearest 500 watts.
- (e) Service to water heaters will be supplied at single-phase 208 or 240 volts, depending on the voltage available. For the supply of equipment with one tank or a combination of tanks in excess of 250 gallons or in excess of 7500 watts, the Company must be consulted for installation specifications.

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**Section 5 - Customer's Installation**

**5.10 Restricted Controlled Water Heating Specifications:** Service supplied under Service Classification RS - Residential Service, Special Provision (b), or under Service Classification GS - General Service Secondary, Special Provision (e), must conform to the following requirements as well as any other applicable conditions of Service:

- (a) The water heater shall have two non-inductive heating elements, each controlled by its own thermostat and electrically interlocked to prevent simultaneous operation.
- (b) The upper heating element shall be located to heat the top one-quarter of the tank volume and the lower element located to heat the entire tank.
- (c) The wattage of each element shall not be in excess of 35 watts per gallon of tank volume rounded to the nearest 500 watts for water heater of 40 gallons or more.
- (d) Thirty-gallon water heaters may contain either one or two heating elements, with an element size not to exceed 1500 watts.

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**Section 6 - Extension of Company Facilities**

**Note: Section 6 is applicable to: 1) any request for an extension of Company facilities to serve new customer(s) made before March 20, 2005, and 2) any request for any expansion, upgrade, improvement, or other installation of plant and/or facilities by an existing customer(s), wherever located and whenever made. See Section 11 for any request for extension service of Company facilities to serve new customer(s) made on and after March 20, 2005.**

**6.01 Rights-of-Way:** The Company shall not be required to extend or relocate its facilities for the purpose of rendering Service to Applicants or Customers until rights-of-way or easements satisfactory to the Company have been obtained from government agencies and property owners to permit the installation, operation, and maintenance of the Company's lines and facilities. Individual Applicants or Customers and developers requiring an extension or relocation of the Company's facilities in order to obtain Service shall perform all initial vegetation clearance and trimming and grant to or obtain for the Company, without charge, all necessary rights-of-way or easements for its lines and facilities to be placed upon, over, across, or under property as necessary to provide the Service. The Company shall also be granted the right to trim or remove vegetation and to remove structures or other obstructions that might subsequently interfere with such lines and facilities, the right of access and entry without notice for Company agents and equipment necessary in the exercise of privileges under the grant, and the right to use and extend the Company's lines and facilities, and install additional lines and facilities, as deemed necessary by the Company in order to provide Service to other Customers. Any right of way or permit fees, either initial or recurring, or charges in connection with rights of way for providing Service to an Applicant or Customer, shall be paid for by the Applicant or Customer.

**6.02 General Information:** Where a line extension is necessary to provide Service to a Customer or Applicant or group of Customers, and where the request for an extension of Company facilities to serve new customer(s) is made before March 20, 2005, or where the request is for an expansion, upgrade, improvement, or other installation of plant and/or facilities by an existing customer(s), wherever located and whenever made, the procedures set forth in this section shall be utilized as a guide to determine the extent of any refundable deposit or non-refundable contribution which may be required from the Customer or Applicant to insure adequate compensation for the Company's added investment. The Company shall not be precluded from entering into a mutually favorable agreement with the Customer or Applicant when it is deemed that a portion of the investment is for purposes of system improvement. These procedures do not apply to the installation of special facilities or back-up systems which are not normally supplied by the Company. When such facilities or back-up systems are requested by the Customer, Section 4.05 shall be applicable.

The term "expansion, upgrade, improvement, or other installation of plant and/or facilities" means that the request for extension pertains to an extension to be made at the same location or on contiguous or adjacent properties and where the new load requirements are less than 10 times existing load.

The term "existing customer" is a Customer that, at the time of the request for an extension is made, is receiving any Service from the Company at the same location or on contiguous or adjacent properties and whose new load requirements are less than 10 times existing load.

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**Section 6 - Extension of Company Facilities****6.02 General Information: (Continued)**

The term "deposit" pertains to the non-interest bearing monies which the Customer or Applicant must advance prior to the start of construction, whereas a non-refundable "contribution" becomes the property of the Company and is not subject to refund. The amount of "refundable deposit" which is refunded depends upon the "extension revenues" supporting the extension. Any portion of the refundable deposit remaining after the tenth year of service, however, is no longer subject to refund, and becomes the property of the Company. In no event shall more than the original refundable deposit be refunded. The amount of refundable deposit determined in this section may be contested by the Customer exercising their right to petition the BPU under N.J.S.A. 48:2-27. All contributions and deposits must be increased in accordance with Part II, Section 3.14 to provide for the associated income tax liability.

The term "extension revenues" utilized in this section refers to the transmission and distribution revenues derived from the Customer, which include the Transmission Charge, Customer Charge and Distribution Charges (excluding SUT). The term "contract year" shall refer to the 12-month period commencing with the date that the meter was set for the Customer or annual periods thereafter. The term "extension cost" shall refer to the Company's predetermined, unitized or actual cost of making the line extension, exclusive of the Customer Service Connection, metering, street lighting, and substation transformation costs.

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**Section 6 - Extension of Company Facilities****6.02 General Information: (cont.)**

The term "underground distribution" refers to buried distribution conductors with associated above grade equipment. The term "conventional underground" refers to a secondary network installed in a complete manhole and duct system with all equipment below grade level and is generally located in central sections of the more urban communities.

The term "speculative" shall apply when, in the opinion of the Company, a distribution extension is necessary to serve Residential Customers but from which the Company cannot be reasonably assured of receiving revenues throughout the next ten year period. The extension of facilities necessary to serve any Non-Residential Customer shall be classified by the Company as "speculative".

The term "standard least cost design" refers to the Company's design criteria for the extension of its facilities, which is based upon existing Construction Standards, Material Specifications, and Distribution Engineering Practices. These standards are developed in compliance with the current edition of the National Electrical Safety Code to provide reliable electric service in a cost-effective manner.

The term "alternate design" refers to any customer requested extension of facilities for electric service that exceeds the Company's "standard least cost design" criteria. An example of an "alternate design" requested by a Customer would be the installation of a pad-mounted transformer adjacent to a parking lot behind a building, rather than at the front corner closest to the Company's existing distribution circuit. The difference in cost between the "alternate design" and the "standard least cost design" shall be paid in full by the Customer as a non-refundable contribution.

The term "Minimum Charge Contract Demand" refers to a predetermined minimum demand charge (in dollars) on a Customer's monthly bill, which remains in effect for a period of five years. If the Customer's demand charge falls below this minimum in any month, the Customer is still billed for the dollar amount specified by the Minimum Charge Contract Demand. If the demand charge exceeds the minimum in any month, the Customer will then be billed for the actual metered demand. The contract demand is calculated by dividing the total line extension cost, based upon the Company's standard least cost design, by sixty months. The resulting demand charge is the minimum that will be billed to the Customer, except for any months when the actual demand charge is greater than such minimum. A "Minimum Charge Contract Demand" is only applicable for a single metered, non-residential Customer, with a load profile that requires installation of a demand meter, where the Applicant will be the ultimate Customer.

**6.03 Distribution Extension to the Boundary of a Subdivision (Residential and Non-Residential):**

Such extension shall normally be provided overhead on public right-of-way and/or private property based upon the Company's standard least cost design criteria, but shall not be provided underground on public right-of-way unless required or approved by the Company. The developer shall be required to make a non-refundable contribution on the extension cost, as determined by the Company using unitized or actual costs.

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**Section 6 - Extension of Company Facilities**

**6.04 Distribution Extension within a Residential Subdivision:** Such extension shall not be provided overhead. It shall be provided underground based upon the Company's standard least cost design criteria, however, on public right-of-way and/or private property, but shall require the developer to make a non-refundable contribution for the difference between the overhead and underground cost in accordance with Appendix A of Part II of the Tariff. This Section is applicable only for new, predominantly residential areas where (a) all the applicable provisions of the Standard Terms and Conditions of this Tariff and any applicable provisions of the NJAC are complied with, and (b) no electric distribution facilities now exist, or, if existing, will be removed only upon payment to the Company of the remaining undepreciated book cost, as well as the cost of their removal and replacement by suitable underground facilities or by transfer to a new location acceptable to the Company. Such payment may be waived at the Company's option when all of the following conditions are met: (a) subdivision or development of land is involved; (b) the distribution facilities in question will no longer be of benefit to the Company, i.e., do not presently serve or will no longer serve any customers; and (c) the facilities cannot be upgraded to serve the site being developed.

When the Company has determined the Residential Subdivision to be speculative, a refundable deposit shall also be required equal to the total unitized cost of that "equivalent overhead extension". The refundable deposit for the "equivalent overhead extension" shall be eligible for refund as follows: For the first connection of each completed premise occupied by a bona fide owner or a responsible tenant who has entered into a contract with the Company for service, a sum equal to five times the Company's estimate of extension revenue to be received from the Customer for a period of one year. Refunds of this type will be accumulated and paid at annual intervals for a maximum of ten years. In the first contract year that the extension revenue received by the Company for Service supplied by the distribution facilities covered by the developer's deposit exceeds the annual extension revenue which was the basis for the previous refund, the Company will refund a sum equal to five times the difference between the realized extension revenue in such contract year and the annual extension revenue which was the basis for such previous refund. In any subsequent contract year that the extension revenue received exceeds the extension revenue of the last prior year for which an excess extension revenue refund was made, an additional refund of \$5 shall be paid for each \$1 of such excess extension revenue.

**6.05 Distribution Extension to Serve Non-Residential Customers (including within Non-Residential Subdivisions), and Three-Phase Individual Residential Customers:** Such extension will be provided overhead or underground, based upon the Company's standard least cost design criteria, but shall not be provided underground on public right-of-way, unless required or approved by the Company. If the Customer or Applicant requests facilities that exceed the Company's standard least cost design criteria, and the Company approves the request, the Customer or Applicant shall be required to make a non-refundable contribution equal to the additional cost of the alternate design.

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<b>Section 6 - Extension of Company Facilities</b>
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**6.05 Distribution Extension to Serve Non-Residential Customers (including within Non-Residential Subdivisions), and Three-Phase Individual Residential Customers: (Continued)**

When a distribution extension is required to serve a single metered non-residential Customer, the Customer shall be required to execute a "Minimum Charge Contract Demand" with the Company for a five year period, based upon the total extension cost as determined by the Company's standard least cost design, using unitized or actual costs. For extensions with a standard least cost design in excess of \$50,000, the Company may require a non-transferable, irrevocable "Letter of Credit" or other acceptable financial assurance from the Customer, as security during the contract period. Customers in this category also have an option to make a refundable deposit equal to the total extension cost, instead of the Minimum Charge Contract Demand.

When a distribution extension is required to serve any non-residential Customers or Applicants other than single metered, including multi-metered, seasonal Applicants requesting service for tenants, and three-phase individual residential customers, a refundable deposit equal to the total extension cost based upon the Company's standard least cost design, as determined by unitized or actual costs, shall be required.

The refundable deposit shall be eligible for refund as follows: At the end of the first contract year, the Company will refund from the deposit an amount equal to one-half of the total actual extension revenues billed during that period. At the end of each succeeding contract year, for an additional nine years, a refund will be made from the deposit in an amount equal to one-half of the actual extension revenues billed during that contract year.

**6.06 Distribution Extension to Serve a Single-Phase, Individual Residential Customer:** Such extension shall be provided overhead or underground based upon the Company's standard least cost design criteria, but shall not be provided underground on a public right-of-way. When provided overhead on a public right-of-way, it shall be made without charge or deposit requirement. When provided overhead on private property, it shall be made without charge up to 360 feet (as measured from the property line to the dwelling location), but shall require a non-refundable contribution equal to the unitized or actual cost per foot for any distance in excess of 360 feet.

When provided underground on private property, the Customer shall be required to provide all trenching and backfill, including excavation for the transformer foundation. The Customer shall also be required to make a non-refundable contribution equal to a fixed cost differential consisting of the additional underground costs of conductor termination, and voltage transformation; the service connection shall be furnished, owned and maintained by the Customer, in accordance with Section 9.03. A non-refundable contribution shall also be required equal to the cost per foot for the equivalent overhead extension in excess of 360 feet as calculated above.

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300 Madison Avenue, Morristown, NJ 07962-1911

**Section 6 - Extension of Company Facilities**

**6.07 Distribution Extension Within Conventional Underground Area:** Such extension for 600 volt systems necessary on public right-of-way shall be installed without charge or deposit requirement. Such extensions shall not be provided on private property or for other than 600 volt systems.

**6.08 Extension Initiation:** The Company shall not commence construction of a line extension until (a) it has received and accepted an application for Service; (b) the Applicant/Customer has completely executed appropriate contracts for Service and/or line extensions; (c) the Applicant/Customer has paid any and all associated costs or charges; and (d) the Applicant/Customer requesting the line extension has furnished to the Company satisfactory rights-of-way over, across, through, in and/or on property that are acceptable to the Company and necessary for the construction, maintenance and operation of the line extension.

**6.09 Grading Requirements:** The Applicant/Customer shall perform or arrange and pay for all Company-directed rough grading in accordance with the Company's specifications for underground lines and facilities as said specifications shall be modified by the Company from time to time.

**6.10 Exceptions:** No deviations from the Company's standard construction practices shall be permitted without the Company's approval. Any Company-approved deviations from said construction practices shall be at the Customer's sole expense.

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**Section 7 - Company's Equipment on Customer's Premises**

**7.01 Ownership, Maintenance and Removal:** The Company shall furnish, install and maintain the meters, related equipment and facilities necessary for Service unless otherwise stated. All facilities and equipment supplied by the Company shall remain exclusively its property. The Company may remove such facilities and equipment from the premises of the Customer after termination of Service.

**7.02 Customer's Responsibility:** Under certain circumstances, it may be necessary for the Company to install equipment on the Customer's premises. This equipment may be placed in vaults, manholes, hand-holes, outdoor substations on concrete pads, etc. These Customer-owned facilities must be constructed in accordance with all applicable codes and to the Company's specifications. Prior to starting work, the Customer or his agent shall submit for the Company's approval plans of such proposed installations, together with a list of the principal apparatus to be used. The Customer shall be responsible for the protection and safe-keeping of the facilities and equipment of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized governmental officials and representatives of the Company. The Customer should notify the Company immediately if any question arises as to the authority or credentials of any person claiming to be a governmental official or a Company representative. Any malfunction or defect in the Company's equipment observed by the Customer should be reported to the Company immediately. (See Section 7.04)

**7.03 Access to Customer's Premises:** The Company shall have the right to construct, operate, modify, replace and/or maintain any and all facilities it deems necessary to render Service to the Customer and adjoining customers upon, over, across and/or under lands owned or controlled by the Customer. The Company shall have the right of reasonable access to all property furnished by the Company, at all reasonable times for the purpose of inspection of any premises incident to the rendering of service, reading meters, or inspecting, testing, or repairing its facilities used in connection with providing the Service, or for the removal of its property. The Company shall have the right to enter upon the lands owned or occupied by the Customer for the purpose of moving, removing, replacing, altering, accessing, servicing or maintaining any structures, fixtures, equipment, instruments, meters or other property owned by the Company, above or beneath such lands, and shall have the right to trim, cut, move, clear or destroy any trees, shrubs, plants or other growth on such lands as necessary to keep or prevent same from endangering or interfering with the Company's structures, fixtures, equipment, instruments, meters or other property, or with the providing of safe, adequate and reliable Service. The Customer shall obtain, or cause to be obtained, all permits needed by the Company for access to the Company's facilities. Access to the Company's facilities shall not be given except to authorized employees of the Company or duly authorized governmental officials. During an alleged diversion of Service, it is the Company's responsibility to obtain access to the Company's equipment in accordance with **NJAC 14:3-3.6 and 7.8**. (See Section 8.03)

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**Section 7 - Company's Equipment on Customer's Premises**

**7.04 Tampering:** In the event it is established that the Company's wires, meters, meter seals, switch boxes, or other equipment on the Customer's premises have been tampered with, the Customer shall be required to bear all of the costs incurred by the Company including, but not limited to, the following: (a) investigations, (b) inspections, (c) costs of prosecution including legal fees, and (d) installation of any protective equipment deemed necessary by the Company. Furthermore, where tampering with the Company's or Customer's facilities results in incorrect measurement of the Service, the Customer shall pay for such Service as the Company may estimate from available information to have been used on the premises but not registered by the Company's meter or meters. Tampering with the Company's facilities is punishable by fine and/or imprisonment under New Jersey law. (See [NJAC 14:3-7.8](#))

**7.05 Payment for Repairs or Loss:** The Customer shall pay the Company for any damage to or any loss of Company's property located on the Customer's premises caused by the act or negligence of the Customer or his agents, servants, licensees or invitees or due to the Customer's failure to comply with the applicable provisions of this Tariff.

**7.06 Service Disconnection and Meter Removal Authorized:** A licensed electrician or an electrical contractor, upon notifying the Company, will be authorized to disconnect and permanently reconnect a single-phase secondary overhead service that is 200 amps or less. Disconnections or meter removals performed by persons other than authorized licensed electricians, authorized electrical contractors, or authorized Company personnel are prohibited and shall constitute tampering.

**7.07 Reconnection of Service or Replacement of Meter:** The Company shall have sole authority to reconnect a service or replace a meter. However, upon contacting the Company, a licensed electrician or electrical contractor may be authorized to reconnect a service or reinstall the meter upon completion of his work as provided in Section 7.06. (See Section 4.09)

**7.08 Sealing of Meters and Devices:** It is the practice of the Company to seal all meters. Service Entrance switches, wiring troughs, or cabinets connected ahead of meters or instrument transformers, will be sealed by the Company. When Service is introduced prior to the completion of the wiring, or where Service is discontinued, the Company or its designated agent may seal all Service equipment. No one except an authorized employee of the Company is permitted to remove a Company seal or padlock, except as provided in Section 7.06.

**7.09 Power Disturbance Protection Service:** The Company shall offer to provide the following to Customers which request power disturbance protection: (a) diagnostic services to identify the probable cause of electrical disturbance, (b) engineering analysis and design to develop a power conditioning solution, (c) electrical system modification and/or power conditioning equipment installation, and (d) maintenance of the power conditioning systems. Charges for such Service shall be not less than the actual cost to provide such Service. The Company shall not be liable for damage or injury arising from the improper use of power disturbance protection/conditioned power service, systems or equipment, or for any costs or damages attributable to injury or the loss of the Customer's business, production or facilities resulting from the failure of power disturbance protection/conditioned power service, systems or equipment.

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**Section 8 - Suspension or Discontinuance of Service**

**8.01 Work on Company's Facilities:** The Company may, upon reasonable notice when it can be reasonably given, suspend, curtail, or interrupt Service to a Customer for the purpose of making repairs, changes, or improvements to or in any of its facilities either on or off the Customer's premises.

**8.02 Compliance with Governmental Orders:** The Company may curtail, discontinue, or take appropriate action with respect to Service, either generally or as to a particular Customer, as may be required by compliance in good faith with any governmental order or directive, and shall not be subject to any liability, penalty, or payment, or be liable for direct or consequential damages by reason thereof, notwithstanding that such instruction, order or directive subsequently may be held to be invalid or in error. Verbal or written orders of police, fire, public health, or similar officers, acting in the performance of their duties, shall be deemed to come within the scope of this subsection. (See Sections 4.01 and 4.04)

**8.03 Customer Acts or Omissions:** The Company may, upon giving reasonable notice to the Customer when it can be reasonably given, suspend or discontinue Service and remove the Company's equipment from the Customer's premises for any of the following acts or omissions:

- (a) Non-payment of any valid bill due from the Customer or the Customer's resident spouse for Service furnished by the Company at any present or previous location. However, non-payment for business Service shall not be a reason for discontinuance of residential Service, except in cases of diversion of Service. (See Section 3.08)
- (b) Tampering with any of the Company's facilities. (See Section 7.04)
- (c) Fraudulent representation or application in relation to the use of Service. (See Section 1.03)
- (d) Moving from the premises, unless the Customer has requested the Company to continue Service at the Customer's expense. (See Section 2.06)
- (e) Resale, transfer, or delivering any part of the Service supplied by the Company to others without the Company's permission. (See Section 1.05)
- (f) Refusal or failure to make or increase an advance payment or credit deposit as provided for in this Tariff. (See Section 3.09)
- (g) Refusal or failure to contract for Service when reasonably required by the Company to do so. (See Section 2)
- (h) Connecting and operating equipment so as to produce disturbing effects on the Company's system or Service to other Customers. (See Section 1.06)
- (i) Refusal or failure to comply with any provisions of this Tariff.
- (j) Where, in the Company's opinion, the condition of the Customer's installation presents a hazard to life or property.
- (k) Refusal or failure to correct any faulty or hazardous condition of the Customer's installation.
- (l) Refusal of reasonable access to Customer's premises for necessary purposes in connection with rendering of Service, including meter installation, reading or testing, or the maintenance or removal of the Company's property.

Failure by the Company to exercise its rights shall not be deemed a waiver thereof. (See NJAC 14:3-3A.1)

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**Section 8 - Suspension or Discontinuance of Service**

**8.04 Reconnection of Service:** When Service has been discontinued by reason of any act or omission or default of the Customer, the Company will not restore service to the Customer's premises until the Customer has made proper application therefor and has rectified the condition or conditions that caused the discontinuance. It is further required that the Customer shall have paid all amounts due as provided in this Tariff including the Service Charge of the applicable Service Classification to reimburse the Company in part for the cost of special handling of the account and of the special costs associated with the disconnection and reconnection of Service.

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**Section 9 - Service Connections**

**9.01 General:** This Section governs situations in which the Company's distribution lines and facilities are of adequate capacity to serve the Customer's load and are located adjacent to the Customer's premises. In these situations, the connection between the Company's system and the Customer's installation shall be made by the Company and established in accordance with the provisions of this Section.

**9.02 Overhead Service Connection:** The Company will install, connect, and maintain at its own cost and expense not more than one Service Drop for each contract location. The Company shall not be required to install a Service Drop where its length would exceed the safe distance over which a single span of Service Drop conductors can be placed.

**9.03 Underground Secondary Service Connection (other than a man-hole duct system) to Serve an Individual Residential Customer/Applicant:** (a) A residential Customer or Applicant electing an underground Service Connection instead of an overhead Service Connection can elect to install such connection at his/her own cost and expense in accordance with the Company's specifications for such construction. At the Customer's option, the Company will install and connect such underground Service Connection, upon the Customer making a non-refundable contribution, as described in (b) below. In either case, the Company will assume ownership and responsibility for maintenance, including replacement when appropriate, at the Company's expense, of the underground Service Connection upon connection to the Company's system (subject to receipt of requisite easements, rights of way or the like, at no cost to the Company). In addition, at the Customer's option, the Company will assume ownership and responsibility for maintenance, including replacement when appropriate, at the Company's expense, of all private residential underground Service Connections installed prior to the date of this tariff sheet (subject to receipt of requisite easements, rights of way or the like, at no cost to the Company). In connection with any Company work performed under this Section 9.03, whether on Company-owned or Customer-owned facilities, the Company must first be granted the right by the Customer to trim or remove vegetation and to remove structures or other obstructions that interfere with such work and the Company will not be responsible for the costs of repair, replacement or restoration thereof.

(b) If the Applicant's service location is in a designated growth area, the non-refundable contribution will be equal to the predetermined unit cost differential of furnishing such facilities underground instead of overhead. However, if the Applicant's service location is in an area not designated for growth, the non-refundable contribution will be equal to the entire cost of furnishing such facilities. If the Customer provides the trench, the underground Service Connection charge will be credited accordingly regardless of the location.

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<b>Section 9 - Service Connections</b>
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**9.04 Underground Distribution Service Connection to Serve a Non-Residential Customer:**

Where a non-residential Customer or Applicant elects such underground Service Connection instead of an overhead Service Connection, or where an overhead or secondary network system is not available, the Customer or Applicant must install, own, and maintain such connection at his own cost and expense in accordance with the Company's specifications for such construction. The Service Connection will be made by the Company, and all conduit, cable, and other facilities must be installed, maintained, and when necessary, relocated at the expense of the Customer.

**9.05 Underground Distribution Service Connection (other than a man-hole duct system) in Residential Subdivision:**

Where distribution circuits have been extended underground pursuant to Tariff Part II, Section 6, the Service Connection shall be installed underground as part of the entire electrical system for the development upon payment of the applicable charges computed in accordance with Appendix A of these Standard Terms and Conditions.

**9.06 Conventional Underground Service Connection (Secondary Network System):**

If a Customer's or Applicant's facility is located in a designated network system, one conventional underground Service Connection to each contract location will be provided by the Company without cost to the Customer which shall terminate at a point not more than 30 feet distant from the curb, measured at right angles to the curb, nearest the point of connection to the Customer's facilities, provided, however, that the Company will not supply a Service Connection in whole or in part under or within a building except that portion extending through the building wall. When the required length of Service Connection exceeds the foregoing, the Customer shall have the option of terminating his facilities at either (1) a splice box acceptable to the Company installed, owned, and maintained by the Customer at a point within the distance limit described above, or (2) at the discretion of the Company, in the nearest available splice box or manhole provided in and as part of the Company's normal underground distribution system. All connections between the Customer's and Company's facilities shall be made by the Company.

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**Section 10 - General Interconnect Requirements for On-Site Generation**

**10.01** The following requirements and standards for connection of generating facilities located on Customer's premises to the Company system shall be met to assure the integrity and safe operation of the Company system with no deterioration to the quality and reliability of service to other Customers. The operation of the generation facility should be done in a competent manner, such that the Company system as a whole is protected.

**10.02** All small power producers or cogenerators shall make application to the Company for approval to interconnect their facilities with the Company system.

**10.03** The Company shall require the following as part of the application:

- (a) Plans and specifications of the proposed installation.
- (b) Single line diagram and details of the proposed protection schemes.
- (c) Instruction manuals for all protective components.
- (d) Component specification and internal wiring diagrams of protective components if not provided in instruction manuals.
- (e) Generator data required to analyze fault contributions and load current flows including, but not limited to, equivalent impedances and time constants.
- (f) All protective equipment's ratings if not provided in instruction manuals.
- (g) Evidence of insurance satisfactory to the Company.
- (h) An agreement to indemnify and hold harmless the Company from any and all liability or claim thereof for damage to property, including property of the Company and injury or death to persons resulting from or caused by the presence, operation, maintenance or removal of such installation.

**10.04** The Company shall within 30 days from the receipt of all required data from the Applicant either approve or reject in writing the application for connection to the Company system. Rejection of an application shall state with specificity the reasons for such rejection. Connection to the Company system will be permitted only upon obtaining the formal approval of the Company. The Company may require the execution of a formal application form and/or interconnection agreement by the customer.

**10.05** The installation of the generation facilities must be in compliance with the requirements of the National Electrical Code and all applicable local, State and federal codes or regulations. The installation shall be undertaken and completed in a workmanlike manner, and shall meet or exceed industry acceptance standards of good practice. The provisions of the National Electrical Safety Code and the standards of the Institute of Electrical and Electronics Engineers, National Electrical Manufacturers Association and the American National Standards Institute shall be observed to the extent that they are applicable. Prior to connection, the Company must be provided with evidence that electrical inspection by an authorized inspection agency indicates that the above items were completed in a manner satisfactory to the Company.

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**Section 10 - General Interconnect Requirements for On-Site Generation**

**10.06** The generation facility shall have the following characteristics:

- (a) Interconnection voltage shall be compatible and consistent with the system to which the Company determines the-generation facility is to be connected.
- (b) The generation facility shall produce 60 Hertz sinusoidal output compatible with the Company system to which the facility is to be connected.
- (c) The generation facility must provide and maintain automatic synchronization with the Company system to which it is to be connected.
- (d) The break point between the generation facilities producing single-phase or three-phase output shall be in accordance with existing Company motor specifications or as otherwise specified by the Company.
- (e) At no time shall the operation of the facility result in excessive harmonic distortion of the Company wave form. Total harmonic distortion greater than 5% shall be deemed excessive and shall result in disconnection of the facility from the Company system.
- (f) The installation of power factor correction ("PFC") capacitors at the facility may be required under conditions to be determined by the Company when necessary to assure the quality and reliability of service to other Customers. The cost of PFC capacitors shall be borne by the Customer.
- (g) The cost of supplying and installing 15-minute integrated generation output metering, and any other special facilities or devices occasioned by the generation facility which the Company may deem necessary on its system, such as telemetry and control equipment, shall be borne by the Customer.

**10.07** The Customer shall provide automatic disconnecting devices with appropriate control devices which will isolate the facility from the Company system within a time period specified by the Company for, but not necessarily limited to, the following conditions:

- (a) A fault on the Customer's equipment.
- (b) A fault on the Company system.
- (c) A de-energized Company line to which the customer is connected.
- (d) An abnormal operating voltage or frequency.
- (e) Failure of automatic synchronization with the Company system.
- (f) Loss of a phase or improper phase sequence.
- (g) Total harmonic content in excess of 5%.
- (h) Abnormal power factor.

The devices shall be so designed and constructed to prevent reconnection of the facility to the Company system until the cause of disconnection is corrected.

**10.08** The Company shall reserve the right to specify settings of all isolation devices which are part of the generation facility.

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**Section 10 - General Interconnect Requirements for On-Site Generation**

**10.09** The Company shall require initial inspection and testing as well as subsequent inspection and testing of the facility's isolation and fault protection systems at the Customer's expense on an annual basis. Maintenance of these systems must be performed and documented by the customer at specified intervals to the satisfaction of the Company. The Company shall reserve the right to disconnect the customer and/or the generation equipment from the Company system for failure to comply with these inspections, testing and maintenance requirements.

**10.10** The Customer is solely responsible for providing adequate protection for the equipment located on the Customer's side of the interconnection system. This protection shall include, but not be limited to, negative phase sequence voltage on three-phase systems.

**10.11** The Customer shall provide a Company-controlled disconnecting device providing a visible break on the Company side of the interconnection system. The Company shall require that this device accept a Company-provided padlock. The Company may also require manual operation of the device when required. The Company shall require this device to be labeled "Cogeneration Disconnection Switch" and located outside the facility such that 24-hour access is possible.

**10.12** The Customer shall agree to grant access to the Company's authorized representative during any reasonable hours to install, inspect and maintain the Company's metering equipment.

**10.13** The Customer must satisfy, and shall be subject to, all terms and conditions of the Company's Tariff for Service.

**10.14** No wind generator, tower structure or device shall be installed at a location where, in the event of failure, it can fall in such a manner as to contact, land upon, or interfere with any Company lines or equipment.

**10.15** The Customer shall maintain or cause to be maintained the generator and its associated structures, wiring and devices in a safe and proper operating condition so that the installation continues to meet all the requirements contained herein.

**10.16** When and if any controversy arises as to the interpretation and application of these requirements and standards, the matter may be referred to the BPU for determination.

**10.17** The Company reserves the right to modify or replace the Customer's service meter to prevent reverse registration from the customer's generation facility. Customers desiring to sell power to the Company should refer to Rider QFS - Cogeneration and Small Power Production Service.

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<p style="text-align: center;"><b>Section 11 – New Extension of Company Facilities Under Smart Growth Regulation (NJAC 14:3-8)</b></p>
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**Note:** Effective on and after March 20, 2005, as a result of the operation of the New Jersey Board of Public Utilities' Smart Growth regulations governing the extent to which any regulated entity in New Jersey may contribute to an extension of service, this Section 11 is applicable to any request for an extension of Company facilities to serve new customer(s), made pursuant to an application for service by a person, as these terms are defined at NJAC 14:3-1.1 and 8.2. The Company's service provided in response to such an application is referred to herein as New Extension Service, as defined below. Any other extension is not subject to this section; nor is any maintenance, repair or operation of an extension; or any expansion, upgrade, improvement, or other installation of plant and/or facilities, wherever located, which are subject to Sections 6 and 9 and/or other sections of this Tariff for Service. An Applicant under Section 11 is also subject to the other applicable terms and conditions in the Company's Tariff for Service.

**11.01 General Information:** For purposes of this Section 11, the following defined terms are exclusively for use in connection with this Section. Other definitions, as provided in Part I of the Company's Tariff for Service, may also be applicable to any Applicant under this Section and, where appropriate, should be used in conjunction with these terms.

The term "Applicant" means a person or an entity that requests New Extension Service from the Company. An Applicant may or may not be the ultimate Customer of the Company.

The term "New Extension Service" refers to the construction or installation of electric distribution plant and/or facilities by the Company used to convey Service from existing or new plant and/or facilities (and includes the new plant and/or facilities themselves) to one or more new customers, in response to an application for New Extension Service from an Applicant. The New Extension Service begins at existing plant and/or facilities and ends at the point of connection to or with the Service Connection, and includes the meter.

The term "Extension Cost" refers to the cost of construction and installation of the New Extension Service based on the Company's "standard least cost design" criteria, using the Company's unitized or actual cost for materials and labor (both internal and external) employed in the design, purchase, construction, and/or installation of the New Extension Service, including, but not limited to, Service Connection (subject to Section 9), metering-related costs, and including overheads directly attributable to the work, and the loading factors, such as those for back-office personnel used for mapping, records, clerical, supervision or general office functions. Extension Costs may be apportioned based upon load depending on factors such as the Applicant's needs as compared to the Company's need to enhance or improve reliability, or the needs of other Applicant(s) who may be using the same facilities. The treatment of the apportioned Extension Cost as a refundable deposit or a non-refundable contribution will depend on whether the Applicant's service location is in a designated growth area or an area not designated for growth. When an Applicant's service location is in both a designated growth area and an area not designated for growth, the Extension Cost will be apportioned between the areas based on the load to be served in each area.

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**Section 11 – New Extension of Company Facilities  
Under Smart Growth Regulation (NJAC 14:3-8)**

**11.01 General Information: (Continued)**

The term “existing customer” is a Customer that, at the time of the request for an extension is made, is receiving any Service from the Company at the same location or on contiguous or adjacent properties and whose new load requirements are less than 10 times existing load.

The term “new customer” refers to an Applicant or other person who is not an existing customer.

The terms “designated growth area” and “an area not designated for growth” are used to refer to the appropriate designation of the Applicant’s service location, as of the date of the request for service, as such terms are defined in NJAC 14:3-8.2, or as otherwise directed by the BPU and/or its Staff.

The term “SGIIP Area” refers to a smart growth infrastructure investment program area as defined and described in NJAC 14:3-8.12. A SGIIP area is any area within a municipality that is located in planning area 1, as depicted on the New Jersey State Planning Commission State Plan Policy Map, and for which the municipality has obtained appropriate formal endorsement from the State Planning Commission.

The term "refundable deposit" pertains to the non-interest bearing monies which the Applicant must advance prior to the start of construction and which is subject to refund as set forth herein. Any portion of the refundable deposit remaining after the tenth year of service, as provided in this Section 11, is no longer subject to refund, and becomes the property of the Company. In no event shall more than the original refundable deposit be refunded. All refundable deposits must be increased in accordance with Part II, Section 3.14 to provide for the associated income tax liability.

A “non-refundable contribution”, which the Applicant must pay in full prior to construction, becomes the property of the Company and is not subject to refund. All non-refundable contributions must be increased in accordance with Part II, Section 3.14 to provide for the associated income tax liability.

The term "distribution revenues" utilized in this Section 11, as defined by the BPU, shall mean “the total revenue, plus related Sales and Use Tax, collected by a regulated entity from a customer, minus...Basic Generation Service charges, plus Sales and Use Tax on the Basic Generation Service charges, and, unless included with Basic Generation Service charges, transmission charges derived from FERC approved Transmission Charges, plus Sales and Use Tax on the transmission charges, assessed in accordance with the electric public utility’s tariff.” This definition refers to the total amount of Delivery Service charges (which include Sales and Use Tax), as provided in the applicable rate schedule in Part III of the Company’s Tariff for Service, from new customer(s).

The term "contract year" shall refer to the 12-month period commencing with the date that the meter was set for the Customer or annual periods thereafter.

The term "underground distribution" refers to buried distribution conductors with associated above grade equipment.

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Docket No. AX03120973 dated June 22, 2005**

Issued by Donald M. Lynch, President  
300 Madison Avenue, Morristown, NJ 07962-1911

<p style="text-align: center;"><b>Section 11 – New Extension of Company Facilities Under Smart Growth Regulation (NJAC 14:3-8)</b></p>
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**11.01 General Information: (Continued)**

The term "conventional underground" refers to a secondary network installed in a complete manhole and duct system with all equipment below grade level and is generally located in central sections of the more urban communities.

The term "standard least cost design" refers to the Company's design criteria for an overhead extension of its facilities, which is based upon existing Construction Standards, Material Specifications, and Distribution Engineering Practices. These standards are developed in compliance with the current edition of the National Electrical Safety Code in order to provide reliable electric service in a cost-effective manner.

The term "alternate design" refers to any Applicant requested extension of Company facilities for electric service that exceeds the Company's "standard least cost design" criteria, including, but not limited to, underground requirements and the removal of existing facilities. An example of an "alternate design" requested by an Applicant would be the installation of a pad-mounted transformer adjacent to a parking lot behind a building, rather than at the front corner closest to the Company's existing distribution circuit. The difference in cost between the "alternate design" and the "standard least cost design" shall, in all cases, be paid in full by the Applicant as a non-refundable contribution.

The term "Minimum Charge Contract Demand" refers to a predetermined minimum demand charge (in dollars) on a Customer's monthly bill, which remains in effect for a period of five years. A "Minimum Charge Contract Demand" is only applicable for a single metered, non-residential Applicant, with a load profile that requires installation of a demand meter, where the Applicant will be the ultimate Customer. If, in any month, the Customer's demand charge falls below this minimum, the Customer is still billed for the dollar amount specified by the Minimum Charge Contract Demand. If the demand charge exceeds the minimum in any month, the Customer will then be billed for the actual metered demand. The contract demand is calculated by dividing the Extension Cost by sixty months. The resulting demand charge is the minimum that will be billed to the Customer, except for any months when the actual demand charge is greater than such minimum.

**11.02 Rights-of-Way:** The Company shall not be required to extend or relocate its facilities for the purpose of rendering New Extension Service to Applicants until rights-of-way or easements satisfactory to the Company have been obtained from government agencies and property owners to permit the installation, operation, and maintenance of the Company's lines and facilities. Individual Applicants requiring an extension or relocation of the Company's facilities in order to obtain New Extension Service shall perform all initial vegetation clearance and trimming and grant to or obtain for the Company, without charge, all necessary rights-of-way or easements for its lines and facilities to be placed upon, over, across, or under property as necessary to provide the New Extension Service. The Company shall also be granted the right to trim or remove vegetation and to remove structures or other obstructions that might subsequently interfere with such lines and facilities, the right of access and entry without notice for Company agents and equipment necessary in the exercise of privileges under the grant, and the right to use and extend the Company's lines and facilities, and install additional lines and facilities, as deemed necessary by the Company in order to provide Service to other Customers. Any right-of-way or permit fees, either initial or recurring, or charges in connection with rights-of-way for providing New Extension Service to an Applicant, shall be paid for by the Applicant. (See NJAC 14:3-8.3 (c))

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**11.03 New Extension Service to the Boundary of a Subdivision (Residential and Non-Residential):** Such an extension shall normally be provided overhead on public right-of-way and/or private property based upon the Company's standard least cost design criteria, but shall not be provided underground on public right-of-way unless required of, or approved by, the Company.

Whether or not in a designated growth area or an area not designated for growth, if the Applicant requests extension of Company facilities that exceed the Company's standard least cost design criteria, and the Company approves the request, the Applicant shall be required to make a non-refundable contribution equal to the additional cost of the alternate design.

When the Company determines that the subdivision is located in a designated growth area, a refundable deposit of the Extension Cost may be required, prior to construction, to be refunded as provided in Sections 11.04 or 11.05, as applicable.

When the Company determines that the subdivision is located in an area not designated for growth, the Applicant shall be required to make a non-refundable contribution of the Extension Cost, prior to construction, as provided in Sections 11.04 or 11.05, as applicable.

**11.04 New Extension Service within a Residential Subdivision:** Such an extension shall not be provided overhead. It shall be provided underground based upon the Company's underground design criteria, on public right-of-way and/or private property. This Section is applicable only for new, predominantly residential areas where all the applicable provisions of the Standard Terms and Conditions of this Tariff and any applicable provisions of NJAC are complied with.

Whether or not a residential subdivision is located in a designated growth area or an area not designated for growth, the Applicant, shall make a non-refundable contribution for the construction cost differences between the overhead and the underground design in accordance with Appendix A of Part II of the Tariff.

When a residential subdivision is located in a designated growth area and if the Applicant has not obtained sale contracts for at least 20% of the total units, the Company may require a refundable deposit equal to the Extension Cost using the total unitized cost for the "equivalent overhead construction".

Any refundable deposit received from the Applicant will be refunded as follows: One contract year after the first connection of a completed premise occupied by a bona fide owner or a responsible tenant who has entered into a contract with the Company for Service, the Company will refund a sum equal to ten times total actual distribution revenues from all such bona fide owner(s) or responsible tenant(s) during such contract year, up to (but not in excess of) the deposit amount. Refunds in subsequent years, for up to nine additional years after the first contract year, will be equal to ten times any excess of total actual distribution revenues from all such bona fide owners or responsible tenants during each such subsequent contract year, less the total actual distribution revenues used for calculating the refund from the previous contract year, up to (but not in excess of) the deposit amount.

When a residential subdivision is located in an area not designated for growth, the Applicant, unless exempted in accordance with NJAC 14:3-8.8, shall make a non-refundable contribution, prior to construction, for the Extension Cost associated with the New Extension Service within the subdivision, including, but not limited to, Service Connection (subject to Section 9), metering-related costs, and the Applicant's portion of the Extension Cost to the boundary of a subdivision as provided in Section 11.03.

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<p style="text-align: center;"><b>Section 11 – New Extension of Company Facilities Under Smart Growth Regulation (NJAC 14:3-8)</b></p>
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**11.05 New Extension Service to Serve Non-Residential New Customers (including within Non-Residential Subdivisions), and Three-Phase Individual Residential New Customers:** Such an extension will be provided overhead based upon the Company's standard least cost design criteria, but may be provided underground as an alternate design, but shall not be provided underground on public right-of-way, unless required of, or approved by, the Company. When a New Extension Service is provided underground pursuant to this Section 11.05, the Applicant shall be required to provide all trenching and backfill, including excavation for the transformer foundation.

Whether or not in a designated growth area or an area not designated for growth, if the Applicant requests extension of Company facilities that exceed the Company's standard least cost design criteria, and the Company approves the request, the Applicant shall be required to make a non-refundable contribution equal to the additional cost of the alternate design.

When the Company determines that the application for a New Extension Service is required to serve a single metered non-residential new customer located in a designated growth area, the new Customer/Applicant (where the Applicant will be the ultimate single metered new Customer) shall be required to execute a "Minimum Charge Contract Demand" with the Company for a five year period, calculated by dividing the Extension Cost by sixty months. Where the Extension Cost is in excess of \$50,000, the Company may require a non-transferable, irrevocable "Letter of Credit" or other acceptable financial assurance from the new Customer/Applicant, as security during the contract period. Applicants in this category also have an option to make a refundable deposit equal to the Extension Cost, instead of the Minimum Charge Contract Demand.

When the Company determines that the New Extension Service is required to serve any non-residential (other than single metered) Customers or Applicants located in a designated growth area, including (i) multi-metered and seasonal customers, (ii) Applicants requesting service for tenants, and (iii) three-phase individual residential customers, a refundable deposit equal to the Extension Cost shall be required.

The refundable deposit under this Section 11.05 shall be eligible for refund, up to (but not in excess of) the deposit amount, as follows: At the end of the first contract year, the Company will refund from the deposit an amount equal to ten times the total actual distribution revenues billed during that period. At the end of each succeeding contract year, for an additional nine years, a refund will be made from the deposit in an amount equal to ten times the actual distribution revenues billed during that contract year.

When the Company determines that the application for a New Extension Service is required to serve new customer(s) in an area not designated for growth, the Applicant, unless exempted in accordance with NJAC 14:3-8.8, shall make a non-refundable contribution, prior to construction, for the entire Extension Cost (including within the subdivision, if applicable), including, but not limited to, Service Connection (subject to Section 9), metering-related costs, and the Applicant's portion of the Extension Cost to the boundary of a subdivision as provided in Section 11.03.

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<p style="text-align: center;"><b>Section 11 – New Extension of Company Facilities Under Smart Growth Regulation (NJAC 14:3-8)</b></p>
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**11.06 New Extension Service to Serve a Single-Phase, Individual Residential New Customer:** Such an extension shall be provided overhead based upon the Company's standard least cost design criteria, and may be provided underground as an alternate design, but shall not be provided underground on a public right-of-way. When a New Extension Service is provided underground pursuant to this Section 11.06, the Applicant shall be required to provide all trenching and backfill, including excavation for the transformer foundation.

Whether or not in a designated growth area or an area not designated for growth, the difference in cost between the alternate design and the Company's standard least cost design shall be paid in full by the Applicant as a non-refundable contribution.

When provided overhead on a public right-of-way in a designated growth area, the New Extension Service will be provided without charge or deposit requirement. When provided overhead on private property in a designated growth area, the New Extension Service will be provided without charge when the Extension Cost, based on the distance measured from the property line to the dwelling location, does not exceed ten times the estimated annual distribution revenues. A refundable deposit may be required from the Applicant for any Extension Cost in excess of ten times the estimated annual distribution revenues.

The refundable deposit under this Section 11.06 shall be eligible for refund, up to (but not in excess of) the deposit amount, as follows: At the end of the first contract year, the Company will refund from the deposit an amount equal to ten times any excess of total actual distribution revenues billed during that period, less the estimated annual distribution revenues (used as the basis for the initial refundable deposit calculation). At the end of each succeeding contract year, for an additional nine years, a refund will be made from the deposit in an amount equal to ten times the excess of total actual distribution revenues billed during each succeeding contract year, less the total actual distribution revenues from the respective previous contact year.

When a distribution extension is to serve a single-phase, individual residential new customer in an area not designated for growth, the Applicant, unless exempted in accordance with NJAC 14:3-8.8, shall make a non-refundable contribution, prior to construction, for the entire Extension Cost, including, but not limited to, Service Connection (subject to Section 9) and metering-related costs.

**11.07 New Extension Service in SGIIP Area:** The components of the Extension Cost in a SGIIP area will be the same as in the designated growth area, except that the Company may also include the cost of necessary relocations, upgrades, and expansions of infrastructure, which are necessary to serve new customer(s). The Company may require a refundable deposit on the Extension Cost from the Applicant in SGIIP area. Such refundable deposit will be refunded to the Applicant as provided in NJAC 14:3-8.12.

**11.08 New Extension Service Within Conventional Underground Area:** Such an extension for 600 volt systems necessary on public right-of-way shall be installed without charge or deposit requirement, except when such extension is requested to serve new customer(s) in an area not designated for growth, in which case a non-refundable contribution for the entire Extension Cost shall be required from the Applicant, prior to construction. Such extensions shall not be provided on private property or for other than 600 volt systems.

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**Section 11 – New Extension of Company Facilities  
Under Smart Growth Regulation (NJAC 14:3-8)**

**11.09 New Extension Service Initiation:** The Company shall not commence construction of a line extension for New Extension Service until (a) it has received and accepted an application for Service (the timing of which is subject to the determination as to whether the New Extension Service is to be provided in a designated growth area or an area not designated for growth); (b) the Applicant has completely executed appropriate contracts for Service, including, but not limited to, New Extension Service as set forth in this Section 11; (c) the Applicant has paid any and all associated costs or charges; and (d) the Applicant requesting the New Extension Service has furnished to the Company satisfactory rights-of-way over, across, through, in and/or on property that are acceptable to the Company and necessary for the construction, maintenance and operation of the line extension.

**11.10 Grading Requirements:** The Applicant shall perform or arrange and pay for all Company-directed rough grading in accordance with the Company's specifications for underground lines and facilities as said specifications shall be modified by the Company from time to time.

**11.11 Exceptions:** No deviations from the Company's standard construction practices shall be permitted without the Company's approval. Any Company-approved deviations from said construction practices shall be at the Applicant's sole expense.

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<b>Section 12 – Third Party Supplier Standards</b>
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**12.01 Tariff Governs:** The Company's BPU-approved Third Party Supplier Agreement and Customer Account Services Master Service Agreement will be governed by reference to this Tariff for Service.

**12.02 Uniform Agreement:** The Company shall offer the same BPU-approved Third Party Supplier Agreement and Customer Account Services Master Service Agreement to all licensed entities that seek to serve as Alternative Electric Suppliers in the Company's service area by providing electric generation service to Customers located therein.

**12.03 Procedure for Agreement Modification:** Modifications of the Supplier Fees and Charges contained in the Company's Third Party Supplier Agreement shall be made in accordance with applicable BPU Orders, including the BPU Order dated August 17, 1999 (Docket No. EO97070460). Other modifications to the Company's Third Party Supplier Agreement must be approved by the BPU in accordance with the standards set forth in the aforementioned Order, as follows, or as otherwise directed by the BPU.

The Company shall file a written request for BPU approval of intended modifications (the "Request") with the Board. The date of filing shall be referenced herein as the "Filing Date". A copy of the filing shall simultaneously be provided, by regular mail, facsimile, hand delivery, or electronic means, to the Division of the Ratepayer Advocate, Public Service Electric and Gas, Conectiv, Rockland Electric, and to all BPU-licensed Alternative Electric Suppliers (using a list of addresses for the Alternative Electric Suppliers that shall be maintained by the BPU and made available to the Company). The mode(s) of transmission shall be selected to effectuate actual delivery of the copies within 48 hours of filing with the Board.

Should the Ratepayer Advocate or any BPU-licensed Alternative Electric Supplier wish to contest the Request, the contesting entity must file its reasons for contesting the Request, in writing, with the BPU and simultaneously serve copies thereof upon the Company and the Ratepayer Advocate. This must be done within 17 days of the Filing Date. Service upon the Company shall be made by way of the Company representative who filed the Request.

Within 45 days of the Filing Date, the BPU may issue a Suspension Order stating that the Request requires further study. Such determination would put the Request on hold, pending future action by the Board.

If the BPU does not take action on the Request within 45 days of the Filing Date, the Company may implement the intended modifications, although the BPU retains the authority to make a determination on the Request in the future.

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300 Madison Avenue, Morristown, NJ 07962-1911

**Section 13 – Interim Net Metering, Safety and Power Quality Standards  
for Wind and Solar Photovoltaic Systems**

**13.01 Interim Standards:** By Order dated June 11, 2001 (Docket No. EX99030182), the BPU adopted Interim Net Metering, Safety and Power Quality Standards for wind and solar photovoltaic systems pursuant to the Electric Discount and Energy Competition Act, P.L. 1999, c.23. Such Standards shall remain in effect until final regulations are promulgated by the BPU, or otherwise as directed by the BPU. The Company's compliance filing dated July 10, 2001, which was made pursuant to the aforementioned Order, includes detailed interconnection requirements for up to 100 KW systems and interconnection applications for wind and solar photovoltaic systems, and is hereby incorporated by reference into this Section of the Company's Tariff for Service. (See **NJAC 14:8-4**)

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**Appendix A - Unit Costs of Underground Construction  
Single Family Developments**

**Appendix A - Residential Electric Underground Extensions**

The Applicant shall pay the Company the amount determined from the following table:

**A. Base Charges**

1. Single Family	Average Front Footage Per Lot			
	<= 125 Ft	126-225 Ft	226-325 Ft	>= 326Ft
Nonrefundable charge per building lot				
• Complete installation by JCP&L	\$ 848.00	\$1,142.00	\$1,436.00	\$2,833.00
• With Applicant providing road crossing conduits	\$ 781.00	\$1,059.00	\$1,337.00	\$2,650.00
• With Applicant providing service trench	\$ 331.00	\$ 578.00	\$ 825.00	\$1,847.00
• With Applicant providing road crossing conduits and service trench	\$ 267.00	\$ 498.00	\$ 729.00	\$1,668.00
• With Applicant providing all trenching and road crossing conduits	\$ 65.00	\$ 94.00	\$ 123.00	\$ 254.00
Refundable deposit based on equivalent overhead construction	\$ 465.00	\$ 930.00	\$1,395.00	\$2,325.00
2. Lots requiring 1Φ primary extension				
Without primary enclosure	\$1,159.00			
With primary enclosure	\$2,946.00			
3. Duplex-family buildings, mobile homes, multiple occupancy buildings, three-phase high capacity extensions, lots requiring primary extensions thereon, excess transformer capacity above 8.5 KVA, etc.				
			Charge to be based on differential cost according to unit costs specified in Exhibits I through III	

**B. Additional Charges**

1. Street Lights				
16 foot fiberglass pole with standard colonial post top luminaire .....	\$ 260.00			
16 foot fiberglass pole with ornate colonial post top luminaire .....	\$ 647.00			
30 foot fiberglass pole with cobra head luminaire on 6 foot bracket .....	\$ 589.00			
12 foot 9 inch ornate fiberglass pole with ornate colonial post top luminaire .....	\$1,961.00			
12 foot 9 inch ornate fiberglass pole with acorn style post top luminaire .....	\$2,006.00			
2. Multi-Phase Construction				
	\$0.12 per added phase per foot			
3. Pavement cutting and restoration, rock removal, blasting, difficult digging, and special backfill				
	At actual low bid cost with option of Applicant to contract for as limited by NJAC			
4. Alternate Service Location Charge				
	<= 125 Ft	126-150 Ft	> 150 Ft	
With trenching by JCP&L	\$ 715.00	\$ 950.00	not applicable	
With Applicant trenching	\$ 615.00	\$ 810.00	not applicable	

**Note: All charges are subject to taxes as provided in Section 3.14.**

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**Appendix A - Exhibit I - Unit Costs of Underground Construction  
Single-Phase 15 kV**

<u>Item</u>	<u>Unit</u>	<u>Total Cost</u>
1. Trenching – sole use	per foot	\$ 4.68*
2. Primary cable # 2 aluminum	per foot	1.27
3. Secondary cable 4/0 aluminum	per foot	3.10
350 MCM aluminum	per foot	3.85
4. Service - 200 amp and below	per foot	3.15
50 feet complete	each	644.28
5. Primary termination - branch	each	528.14
6. Primary junction enclosure - branch	each	1,787.12
7. Secondary enclosure	each	286.72
8. Conduit - 4 inch PVC	per foot	3.31
9. Street light cable - # 12 cu. duplex	per foot	2.31
10. Transformers - including fiberglass pad		
25 kVa – single-phase	each	1,762.20
50 kVa – single-phase	each	1,892.28
75 kVa – single-phase	each	2,176.29
100 kVa – single-phase	each	2,141.80
167 kVa – single-phase	each	2,890.40
11. Street light poles		
16 foot post top fiberglass pole	each	347.64
30 foot fiberglass pole	each	572.32
12 foot 9 inch ornate fiberglass pole	each	1,662.20
12. Street light luminaire – cobra head	each	315.58
13. Post top luminaire		
50, 70, 100 & 150 watt colonial style	each	210.97
70 & 100 watt ornate colonial style	each	598.09
70 & 100 watt ornate acorn style	each	642.77
14. Primary splice – # 2 aluminum	each	185.53

\* Joint trench calculation:  $0.5 \times (0.85 \times \$4.68) + 0.15 \times \$4.68 = \$2.69$

**Note: All charges are subject to taxes as provided in Section 3.14.**

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**Appendix A - Exhibit II - Unit Costs of Underground Construction  
Three-Phase 15 kV**

<u>Item</u>	<u>Unit</u>	<u>Total Cost</u>
1. Primary cable – three-phase main feeder	per foot	\$ 12.11
2. Secondary cable - 4-wire 350 MCM aluminum	per foot	5.30
3. Service cable - 4-wire 350 MCM aluminum	per foot	6.38
4. Primary termination - main		
# 2 aluminum three-phase	each	1,419.20
1000 MCM aluminum three-phase	each	2,431.29
5. Primary junction - main	each	3,453.51
6. Primary switch - main		
PMH-9	each	12,931.47
PMH-10	each	10,676.92
PMH-11	each	12,191.37
PMH-12	each	14,221.15
7. Conduit - 5 inch PVC	per foot	4.39
8. Transformers - including concrete pad		
75 kVa three-phase	each	4,688.65
150 kVa three-phase	each	5,448.79
300 kVa three-phase	each	6,655.27
500 kVa three-phase	each	7,954.28
9. Primary splice – 15 kV three-phase cable	each	138.77

**Note: All charges are subject to taxes as provided in Section 3.14.**

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**Appendix A - Exhibit III - Unit Costs of Overhead Construction  
Single and Three-Phase 15 kV**

<u>Item</u>	<u>Unit</u>	<u>Total Cost</u>
1. Pole line (including 40 foot poles, anchors & guys)	per foot	\$ 4.41*
2. Primary wire		
Single-phase – branch	per foot	1.15
Three-phase – main	per foot	5.59
3. Primary wire - neutral	per foot	1.29
4. Secondary cable		
Three-wire	per foot	2.92
Four-wire	per foot	4.39
5. Service		
Single-phase	each	381.70
Single-phase - 200 amp and below	per foot	2.41
Three-phase – up to 200 amp	per foot	5.61
Three-phase – over 200 amp	per foot	6.55
6. Transformers		
25 kVa – single-phase	each	791.66
50 kVa – single-phase	each	994.36
75 kVa – single-phase	each	1,439.68
100 kVa – single-phase	each	1,718.53
167 kVa – single-phase	each	2,315.73
3- 25 kVa – three-phase	each	2,601.72
3- 50 kVa – three-phase	each	3,209.82
3- 75 kVa – three-phase	each	5,154.19
3-100 kVa – three-phase	each	6,144.30
3-167 kVa – three-phase	each	8,152.24
7. Street light luminaire	each	298.94

\* Pole line cost to be used = \$4.41 / 2 = \$2.21

**Note: All charges are subject to taxes as provided in Section 3.14.**

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