



Agenda Date: 03/24/10
Agenda Item: 5B

STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE PETITION OF THE
TOWNSHIP OF DOVER SEEKING THE REVOCATION
OF THE FRANCHISE OF UNITED WATER TOMS
RIVER TO OPERATE A PUBLIC UTILITY WITHIN
DOVER TOWNSHIP

) ORDER ADOPTING INITIAL
) DECISION SETTLEMENT
)
) BPU DOCKET NO. WE06030148
) OAL DOCKET NO. PUC4408-2006S

Kenneth B. Fitzsimmons, Esq., Toms River, NJ, Petitioner
Mary Campbell, Esq., United Water Toms River, Harrington Park, NJ, Respondent
Stephen Genzer, Esq., Saul Ewing LLP, Newark, NJ, Respondent

(SERVICE LIST ATTACHED)

BY THE BOARD:

United Water Toms River, Inc. ("UWTR" or "Company") provides water service to approximately 50,000 customers in the Township of Toms River ("Petitioner" or "Township")¹, Borough of South Toms River, and in portions of the Township of Berkeley, and Township of Brick, all of which are located in Ocean County, New Jersey. On March 3, 2006, the Township filed a petition with the New Jersey Board of Public Utilities ("Board") seeking revocation of United Water Toms River's franchise to operate a public water utility within the Township. ("Revocation Proceeding") The Township of Berkeley ("Berkeley") and Dover Fire District No. 1 and Dover Fire District No. 2 ("Fire Districts") were granted intervenor status in the Revocation Proceeding (collectively "Intervenors"). The petition alleged a variety of transgressions by UWTR including spot low water pressure, exceeding water diversion allocation, improper water service extensions, and other violations of the regulations of the New Jersey Department of Environmental Protection. The Revocation Proceeding was followed by the criminal indictment of two former UWTR employees for allegedly falsified reported testing data from the Company's facilities. The petition was transmitted as a contested case to the Office of Administrative Law ("OAL") and assigned to Administrative Law Judge ("ALJ") Patricia M. Kerins. Conferences were conducted before the ALJ on at least eleven occasions starting in August 2006 until October 2009.

While the Revocation Proceeding was pending, an incident involving low or loss of water pressure for 7,400 of UWTR's customers occurred during the Memorial Day weekend starting on the evening of May 29, 2006 and continuing through the morning of May 30, 2006. After this incident, the Township initiated an Order to Show Cause, dated June 2, 2006, in the Superior Court of New Jersey, Chancery Division, Ocean County, seeking the appointment of a custodial receiver to operate the Company's day-to-day utility functions pending a final determination of

¹ During the pendency of this proceeding, the Township of Dover changed its name to the Township of Toms River. The two designations may be used interchangeably.

the petition. Township of Dover v. United Water Toms River, Docket No.OCN-C-137-06. ("Consultant Proceeding") After hearing oral argument, the Chancery Court issued an order on July 20, 2006 ("July 20, 2006 Order") that included, in part, the right of the Township to engage its own consultant to act as an overseer of UWTR's operations with a corresponding right to inspect and review the Company's compliance with applicable service standards, water quality regulations, and to receive all reports filed by the Company with the State of New Jersey that address water testing, test results, water standard operating procedures, and reporting compliance during the pendency of the Revocation Proceeding before the Board. UWTR was responsible for the costs for the Township Consultant up to \$50,000. The Township subsequently selected the Alaimo Group, an engineering firm, to act as its consultant/overseer and the Township and UWTR proceeded in compliance with the terms of the July 20, 2006 Order.

On January 3, 2008, the Township moved in the Consultant Proceeding for an increase in the \$50,000 cap. UWTR filed a cross-motion to dismiss the Consultant Proceeding. By Order dated January 18, 2008 the Chancery Court dismissed the Consultant Proceeding in its entirety. Without ruling on the merits, the Court ordered UWTR to pay the outstanding balance of \$34,146.86 due to the Alaimo Group with any additional costs to be borne equally between the Township and UWTR until the expiration of the oversight by the Alaimo Group of the Company on June 30, 2008. In dismissing the Consultant Proceeding, the matter was transferred to the Board for consideration of all relevant issues as part of the Revocation proceeding.

On December 18, 2007, the Township governing body enacted an Ordinance amending its Land Use and Development Regulations ("Ordinance"). These amendments enacted a scheme that required any developer within the Township to dedicate all water supply lines and related appurtenances to the Township after which the Township would lease the installed water supply lines, mains and related appurtenances to the Company. UWTR filed an Order to Show Cause with the Chancery Court on January 7, 2008, seeking and obtaining a stay of the Ordinance among other forms of relief. United Water Toms River v. Township of Toms River, Mayor and Council, Docket No. OCN-C-0008-08. ("Ordinance Proceeding")

Beginning in March 2007, the Company, Petitioner and the Interveners ("Settling Parties") initiated settlement discussions. These discussions continued throughout the pendency of the Revocation Proceeding. Both the Staff of Board of Public Utilities ("Staff") and the Department of the Public Advocate, Division of Rate Counsel ("Rate Counsel") became involved in these discussions. As a result of these discussions a settlement was tentatively reached between the Settling Parties. The terms agreed to by the Settling Parties were set forth in an Order of Settlement ("Settlement"). Staff and Rate Counsel did not participate in the Settlement. ALJ Kerins issued her Initial Decision adopting the Settlement on January 4, 2010.

Settlement Agreement and Discussion

The Settlement provides in pertinent part for the following:²

1. The Township and UWTR may enter into a Main Extension Agreement for the extension of water lines into areas not currently served by UWTR but within its franchise area.

² The discussion of the Settlement contained in this Order is a summary of the Board's review of the Settlement. Only through reference to the actual Settlement Agreement can it be determined what is binding and controlling on the Parties.

2. The January 18, 2008 order of the Chancery Court in the matter entitled Township of Dover v. United Water Toms River, Docket No. OCN-C-137, dismissing the matter in favor of the jurisdiction of the Board in the current docket, BPU Docket No. WE06030148, remains in full force and effect.
3. UWTR will consult with the Township, or its designee and the Fire Districts on a monthly basis.
4. UWTR shall pay the Township the sum of \$250,000; however, UWTR shall receive a credit for all sums paid to the Alaimo Group for its oversight work through June 30, 2008. The balance shall be paid to the Township.
5. UWTR shall, in good faith, proceed with the implementation of the proposed physical and operational improvements set forth in the current UWTR Master Plan. In addition, UWTR shall undertake an annual review and update of its Master Plan and consult with the designated official appointed by the Township and the Fire Districts.
6. UWTR shall provide copies to the Township of all major applications, documents and correspondence submitted by UWTR to the NJDEP on all matters relating to the implementation of the proposed physical and operational improvements to its Toms River franchise area as set forth in the UWTR Master Plan.
7. The Township shall revoke the ordinance amending Chapter 8.33 and 8.34 (Land Use and Development Regulations) adopted by the Township governing body on December 18, 2007, relating to the dedication and leasing of water mains. Upon revocation of this ordinance, UWTR shall dismiss with prejudice its action entitled United Water Toms River v. Township of Toms River, Mayor and Council, Docket No. OCN-c-0008-08.
8. As a condition precedent to the settlement, the ALJ will conduct an in-camera review with the parties of certain documents relationship to the Township's pending discovery motion in IMO Township of Toms River v. United Water Toms River, BPU Docket No. WE06030148, OAL Docket No. PUC04408-2006S. The ALJ shall confirm that those documents do not implicate any other UWTR employees or agents and, if confirmed by the ALJ, the Township shall withdraw its motion with prejudice. By letter dated December 10, 2009, the ALJ confirmed that the documents, two internal investigation reports dated April 17, 2006 and September 6, 2006 and prepared by United Water's Director of Internal Audit, did not implicate any other UWTR employee or agent in an intentional failure to disclose excessive contaminant levels to the State.
9. If the Township becomes aware of undisclosed information subsequent to the date of the Settlement that implicates UWTR, its employees or its agents in any intentional failure to disclose contaminant levels exceeding those prescribed by law to the State and/or intentionally failing to comply with State or Federal reporting requirements, the Township shall be entitled to initiate an action to revoke the UWTR franchise within Toms River Township. The Township shall also have the right to file a petition to revoke the UWTR franchise within Toms River for any intentional acts and/or omissions of UWTR occurring after the date of this settlement. UWTR does not waive any available defense to an action for revocation initiated by the Township.

10. The Settlement is subject to review by the Board and if approved, the Settlement will bind the parties as to the issues as resolved therein. If the Board modifies the Settlement any party to the Settlement may either accept the modification or resume the proceeding(s) before the OAL. The parties also agree to waive their right of appeal to any final Board order or reopen the issues contained within the Settlement. Approval of the Settlement will be a complete and final resolution of all claims and will be related to the matter that is the subject of the Settlement and will dismiss with prejudice all claims, actions, demands and causes of actions a plaintiff asserts or could have asserted in this matter.
11. UWTR has no further obligation under the Settlement should the Board, OAL or court invalidate UWTR's Dover franchise.

The Board is concerned that in 2006, the Chancery Court found it necessary to approve the appointment of an overseer of UWTR's operations. Additionally, the a determination of whether the Company was at fault for the low/no pressure event during the 2006 Memorial Day Holiday can not be determined in this proceeding. The Board notes that by and through the settlement, the Settling Parties have not expressed an ongoing concern regarding the allegations in the petition. Additionally, Board Staff and Rate Counsel have indicated that they do not object to the entry of the Settlement in resolving the Revocation Proceeding.

Having reviewed ALJ Kerin's Initial Decision and the Settlement among the Settling Parties, the Board HEREBY FINDS that the Parties have voluntarily agreed to the Settlement or have otherwise indicated no objection, and that the Settlement fully disposes of all issues in this proceeding and is consistent with the law. The Board HEREBY FINDS the Initial Decision which adopts the Settlement to be reasonable and in the public interest. No Exceptions have been received by the Board.

Accordingly, the Board HEREBY ADOPTS the ALJ's Initial Decision and the Settlement, attached hereto, including all attachments and Schedules, as its own, incorporating by reference the terms and conditions as if fully set forth herein, subject to the following:

1. This Order shall not be construed as directly or indirectly fixing for any purposes whatsoever the value of any tangible or intangible assets now owned or hereafter to be owned by UWTR.
2. This Order shall not affect nor in any way limit the exercise of the authority of this Board or of this State in any future petition or in any proceedings with respect to rates, franchises, services, financing, accounting, capitalization, depreciation, or in any other matters affecting UWTR, including an investigation of whether UWTR can provide safe, adequate and reliable service.
3. In an appropriate subsequent proceeding, UWTR shall have the burden of demonstrating whether, and to what extent, any of the costs associated with this petition shall be allocated to ratepayers. Approval of this Settlement does not include authorization to include in rate base the specific assets that are or will be completed as a result of any Main Extensions contemplated in the Settlement.

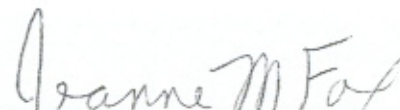
4. Approval of this Settlement does not constitute Board approval of any costs or expenses associated with this petition or this Settlement, including, litigation expenses, payment to Alaimo Group and the amount paid by the Company in settlement of this proceeding. Any determination as to the appropriateness or reasonableness of the costs and expenses related to this and any associated matter, including, but not limited to, cost of construction, contributions in aid of construction, depreciation on contributed plant, the cost of connection, or any related capital improvements, and the allocation of such cost and expenses, shall be made in an appropriate subsequent proceeding.
5. Any party to a future rate proceeding where recovery of those amounts is sought may raise any argument in support of or in opposition to a full or partial recovery of any costs associated with this matter, including the Revocation Proceeding, Consultant Proceeding and Ordinance Proceeding.


Subsequent to the adoption of the Settlement by the Board, the Parties have agreed to take certain steps and actions. United Water Toms River is **HEREBY DIRECTED** to provide to the Board Secretary, with copies to all parties, an update of those actions (i.e. the revocation by Dover of the ordinance amending Chapter 8.33 and 8.34 as adopted on December 18, 2007; and the dismissal of the lawsuit entitled United Water Toms River v. Township of Toms River, Mayor and Council, Docket No. OCN-C-0008-08 no later than September 24, 2010.

DATED: 3/24/10

BOARD OF PUBLIC UTILITIES
BY:


LEE A. SOLOMON
PRESIDENT



JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

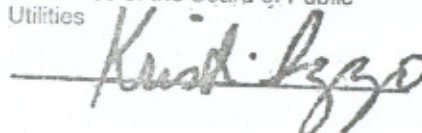

NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public
Utilities



IN THE MATTER OF THE PETITION OF THE TOWNSHIP OF DOVER SEEKING THE
REVOCATION OF THE FRANCHISE OF UNITED WATER TOMS RIVER TO
OPERATE A PUBLIC UTILITY WITHIN DOVER TOWNSHIP

BPU Docket No. WE06030148
OAL Docket No. PUC4408-2006S

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

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(609) 588-6584

A copy of the administrative law judge's
decision is enclosed.

This decision was mailed to the
parties on JAN 06 2000.



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 4408-06

AGENCY DKT. NO. WE06030148

**IN THE MATTER OF THE PETITION
OF THE TOWNSHIP OF TOMS RIVER
SEEKING THE REVOCATION OF THE
FRANCHISE OF UNITED WATER TOMS
RIVER, INC. TO OPERATE A PUBLIC
UTILITY WITHIN DOVER TOWNSHIP.**

Steven A. Zabarsky, Esq., for Township of Toms River, petitioner (Cita, Holzapfel & Zabarsky, attorneys)

Alex Moreau, Deputy Attorney General, for Board of Public Utilities, respondent (Anne Milgram, Attorney General of New Jersey, attorney)

Stephen B. Genzer, Esq., for United Water Toms River, Inc., respondent (Saul Ewing, attorneys)

Patrick Sheehan, Esq., for Township of Berkeley, intervenor

Peter J. Van Dyke, Esq., for Township of Toms River Board of Fire Commissioners District 1, intervenor (Garvey, Ballou & Van Dyke, attorneys)

Richard M. Braslow, Esq., for Township of Toms River Board of Fire
Commissioners District 2, intervenor

Record Closed: December 10, 2009

Decided: January 4, 2010

BEFORE PATRICIA M. KERINS, ALJ:

This matter was transmitted to the Office of Administrative Law on June 20, 2006, for determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

The parties have agreed to a settlement and have prepared an Order of Settlement indicating the terms thereof, which is attached and fully incorporated herein.

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

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

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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

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

1/4/10
DATE

Patricia M. Kerins
PATRICIA M. KERINS, ALJ
JAN 06 2010

Date Received at Agency:

Date Mailed to Parties:

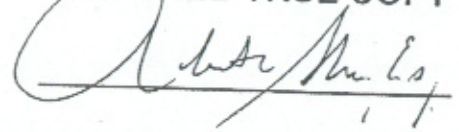
JAN 06 2010

/jfk

FINAL
October 26, 2009

TOWNSHIP OF TOMS RIVER-DEPARTMENT OF LAW
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ATTORNEY FOR PLAINTIFF, TOWNSHIP OF TOMS RIVER

CERTIFIED TRUE COPY



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ROBERT C. SHEA, ESQ.
R.C. SHEA & ASSOCIATES
244 MAIN STREET
TOMS RIVER, NEW JERSEY
ATTORNEY FOR RESPONDENT, UNITED WATER TOMS RIVER INC.

TOWNSHIP OF TOMS RIVER :
(DOVER), a Municipal :
Corporation, DOVER :
TOWNSHIP FIRE DISTRICT NO.:
ONE, a Body Politic, and :

NEW JERSEY OFFICE

DOVER TOWNSHIP FIRE
DISTRICT NO. TWO, a Body
Politie

Plaintiff(s):

vs.

UNITED WATER TOMS
RIVER INC.

Defendant(s):

OF ADMINISTRATIVE LAW

OAL DOCKET NO: PUC 04408-2006S
AGENCY REF. NO: WE 06030148

ORDER
OF
SETTLEMENT

This matter having been referred to the Office of Administrative Law by referral of the New Jersey Board of Public Utilities (hereinafter "NJBP") upon the petition of Petitioner Township of Toms River (hereinafter "Township"), being joined by Intervenor Toms River Fire District #1 and Toms River Fire District #2 (hereinafter referred to collectively as "the Fire Districts"), and the Township of Berkeley (hereinafter referred to as "Berkeley") to revoke the franchise of Respondent United Water Toms River (hereinafter "UWTR"); and the parties hereto having agreed to mutually adjust and settle this matter; and the Office of Administrative Law, having reviewed the proposed order of settlement (hereinafter referred to as "Settlement Agreement"), finds that the same is in the best interests of the parties hereto and to the customers of UWTR;

IT IS THEREFORE ORDERED that the matter shall be settled in accordance with the following terms and provisions:

- 1) The Township and UWTR may enter into a Main Extension Agreement for the extension of water lines into areas not currently serviced by UWTR but within the UWTR franchise area in accordance with N.J.A.C. 14:3-8.1 et. seq.

- 2) By Order of Hon. Frank A. Buczynski, Jr., P.J. Ch., Ocean County, in the matter entitled Township of Toms River (Dover) v. United Water Toms River, bearing Docket No. OCN-C-137-06, that matter was dismissed in favor of the jurisdiction of the Board of Public Utilities in this docket. The order of Judge Buczynski dated January 18, 2008 remains in full force and effect and is attached hereto as Exhibit A.
- 3) UWTR shall be responsible for consulting with the Township, or its designee and the Fire Districts on a monthly basis. If this consultation is accomplished by a meeting, minutes of these meetings will be kept by UWTR and provided to the Township and the Fire Districts.
- 4) UWTR shall pay the Township the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) however UWTR shall receive a credit for all sums paid to the Alaimo Group for its oversight work through June 30, 2008. The balance shall be paid to the Township.
- 5) UWTR shall, in good faith, proceed with the implementation of the proposed physical and operational improvements set forth in the current UWTR Master Plan attached hereto as Exhibit B. In addition, UWTR shall undertake an annual review and update of its Master Plan and consult with the designated officials appointed by the Township and the Fire Districts.
- 6) UWTR shall provide copies to the Township of all major applications, documents and correspondence submitted by UWTR to the NJDEP on all matters relating to the implementation of the proposed physical and operational improvements to its Toms River franchise area as set forth in the UWTR Master Plan.
- 7) The Township shall revoke a certain ordinance amending Chapter 8.33 and 8.34, attached hereto as Exhibit C, adopted by the Township governing body on December 18, 2007, relating

to the dedication and leasing of water mains. Upon revocation of said ordinance, UWTR shall dismiss with prejudice its lawsuit entitled United Water Toms River v. Township of Toms River, Mayor and Council bearing Docket No. OCN-C-0008-08.

8) As a condition precedent of this settlement, the Court shall conduct an in camera review with the parties of certain documents relating to the Township's pending discovery motion in the Matter of the Township of Toms River v. United Water under Docket Number WE06030148; OAL#PUC 04408-2006S. The Judge shall confirm that those documents do not implicate any other UWTR employees or agents and, if confirmed by the Judge, the Township shall withdraw its motion with prejudice and the initial decision approving this Settlement Agreement shall be submitted to the NJBPU for final review and approval.

9) The parties agree that if the Township subsequently becomes aware of undisclosed information subsequent to the date of this Agreement implicating UWTR, its employees or its agents in any intentional failure to disclose contaminant exceedances to the state and/or intentionally failing to comply with state and/or federal reporting requirements, the Township shall be entitled to initiate an action to revoke the UWTR franchise within Toms River Township. The Township shall also have a right to file a petition to revoke the UWTR franchise within Toms River for any intentional acts and/or omissions of UWTR occurring after the date of this settlement. Notwithstanding the above, UWTR shall not waive any defenses it may have.

10) This Settlement Agreement shall be referred to the NJBPU and shall be subject to that agency's review and approval of the terms set forth herein. Once accepted by the Board this Settlement Agreement shall govern all issues contained therein and all parties will be bound by it. If the Board modifies any of the terms of the Settlement Agreement each of the parties to this Settlement Agreement shall have the opportunity to either accept the changes or resume the

proceeding before the Office of Administrative Law as if no settlement had been made. The parties agree however not to appeal from the final order from the Board or re-open the issues contained herein once the Settlement Agreement is finalized and executed by all parties and approved in the Judge's initial decision.

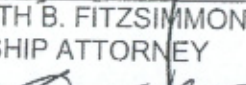
11) Subsequent to the review and final approval by the NJBPU this Settlement Agreement shall have the force and effect of dismissing all claims, actions, demands and causes of actions with prejudice which the Plaintiffs asserted or could have asserted in the above captioned matter out of the facts and subsequent discovery which formed the basis of the complaint and contentions contained therein. It is the intention of the parties that this Settlement Agreement shall be a complete and final resolution of these claims. It is also understood that by executing this Settlement Agreement, neither party is admitting liability or responsibility towards the other. Instead, this Settlement Agreement is an agreement to amicably resolve issues referred to above without the need of further legal action. This Settlement Agreement shall be binding upon all successors to the parties to this Agreement.

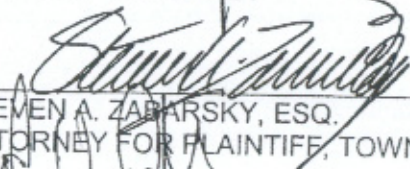
12) Notwithstanding anything to the contrary, UWTR shall have no further obligation under this Settlement Agreement in the event the NJBPU, or the Office of Administrative Law or a court of competent jurisdiction determines that UWTR's franchise to provide water utility service in Toms River is not valid.

13) This Settlement Agreement may be simultaneously executed in several counterparts, each of which, when so executed, shall be deemed to be an original; such counterparts shall together constitute to be an original; such counterparts shall together constitute one and the same instrument consisting of several counterparts.

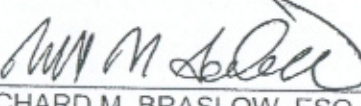
14) This Settlement Agreement shall be governed in accordance with New Jersey law and shall be admissible as evidence in any subsequent proceeding.

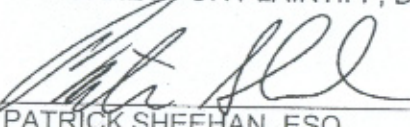

HONORABLE JUDGE PATRICIA M. KERINS, A.L.J.



KENNETH B. FITZSIMMONS, ESQ.,
TOWNSHIP ATTORNEY



STEVEN A. ZABARSKY, ESQ.
ATTORNEY FOR PLAINTIFF, TOWNSHIP OF TOMS RIVER


PETER VAN DYKE, ESQ.
ATTORNEY FOR PLAINTIFF, DOVER FIRE DISTRICT NO. 1


RICHARD M. BRASLOW, ESQ.
ATTORNEY FOR PLAINTIFF, DOVER FIRE DISTRICT NO. 2


PATRICK SHEEHAN, ESQ.
ATTORNEY FOR INTERVENOR, TOWNSHIP OF BERKELEY


STEPHEN B. GENZER, ESQ.
ATTORNEY FOR RESPONDENT,
UNITED WATER TOMS RIVER INC.


ROBERT C. SHEA, ESQ.
ATTORNEY FOR RESPONDENT,
UNITED WATER TOMS RIVER INC.

TOWNSHIP OF TOMS RIVER :
(DOVER), a Municipal :
Corporation, DOVER :
TOWNSHIP FIRE DISTRICT NO. :
ONE, a Body Politic, and :
DOVER TOWNSHIP FIRE :
DISTRICT NO. TWO, a Body :
Politic :

Plaintiff(s) :

vs. :

UNITED WATER TOMS RIVER :
INC. :

Defendant(s) :


NEW JERSEY OFFICE
OF ADMINISTRATIVE LAW


OAL DOCKET NO: PUC 04408-2006S
AGENCY REF. NO: WE 06030148

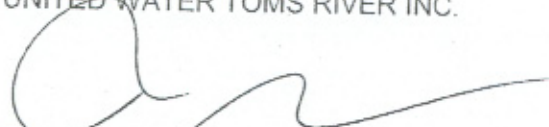
ADDENDUM
BETWEEN THE TOWNSHIP OF BERKELEY
AND UNITED WATER TOMS RIVER INC.
TO THE ORDER OF SETTLEMENT

Berkeley and United Water recognize that Berkeley may be installing water mains to the Manitou Park Section of Berkeley Township in conjunction with the construction of new homes by Homes For All, Inc., a non-profit housing developer. This development will provide a mixture of affordable and market homes. The additional potential customers for United Water will be 180. Berkeley and United Water agree to extend water mains in accordance with N.J.A.C. 14:3-8.1 et. seq.

Except as set forth herein, all of the other terms and conditions of the Settlement Agreement remain in full force and effect.


PATRICK SHEEHAN, ESQ.
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