



Agenda Date: 01/23/03

Agenda Item:5A

STATE OF NEW JERSEY

Board of Public Utilities

Two Gateway Center

Newark, NJ 07102

www.bpu.state.nj.us

IN THE MATTER OF THE PETITION OF SHORELANDS)
WATER COMPANY, INC. PURSUANT TO N.J.S.A.)
40:55D-19 APPEALING A DECISION BY THE)
PLANNING BOARD OF THE TOWNSHIP OF HOLMDEL)
AND FOR APPROVAL OF THE SITING AND)
ERECTION OF A WELL HOUSE STRUCTURE IN THE)
TOWNSHIP OF HOLMDEL AND EXEMPTING SUCH)
STRUCTURE FROM ANY LOCAL REGULATIONS AND)
FOR INTERIM RELIEF TO PROTECT WELL NO. 7)
PENDING RESOLUTION)

WATER & WASTEWATER

ORDER

DOCKET NO. WE02070431

(SERVICE LIST ATTACHED)

BY THE BOARD:

On July 19, 2002, Shorelands Water Company, Inc. (Petitioner or Shorelands), a public utility providing water service to 10,697 customers in the Townships of Hazlet and Holmdel, Monmouth County, New Jersey, filed a petition with New Jersey Board of Public Utilities (Board) pursuant to N.J.S.A. 40:55D-19 appealing a June 18, 2002, resolution of the Holmdel Township Planning Board (Planning Board). The Planning Board resolution approved the preliminary and final site plan for the construction of a well house on property owned by Petitioner in the Township of Holmdel (Holmdel).

However, the Planning Board resolution included several conditions (including the granting of several easements by Shorelands to Holmdel), which had to be met prior to the issuance of a construction permit to Shorelands. Holmdel rejected Shorelands' request for a construction permit stating that the conditions of the Planning Board's resolution were not met. Shorelands appealed for (1) approval to construct a well house and appurtenant facilities on Lot 29.04, Block 50.19 in Holmdel in accordance with the plans of Maser Consulting, P.A., dated October 29, 2001, (Plans) without the need for any further action by the Township of Holmdel, its agencies or authorities; and (2) a finding that an existing security fence, erected immediately after September 11, 2001, and the proposed well house (specifically, Well House No. 7) were necessary for the service, convenience and welfare of the public.

Holmdel and the Planning Board each independently filed answers to Shorelands' petition on August 8, 2002.

The Staff of the Board of Public Utilities (Staff) subsequently engaged in numerous discussions with Shorelands, Holmdel, and the Planning Board (collectively, the Parties) in an effort to resolve the issues raised in the Petition. A formal Settlement Conference was held September 19, 2002, and the Parties subsequently executed a Settlement, which resolved the issues raised by the Petition. Staff is not a party to the Settlement.

SETTLEMENT

As more fully set forth in the attached Settlement¹, the Parties agreed that:

1. Holmdel will issue a building permit to Shorelands for the construction of Well House No. 7 as per the Plans within twenty (20) days assuming the papers submitted by Shorelands comply with the applicable Building Officials and Code Administrators International, Inc. (BOCA) Code. If any amendments are required to meet BOCA requirements, Shorelands will expeditiously submit revised plans and Holmdel will expeditiously review any revised plans. (Settlement Paragraph 8)
2. Shorelands will install foundation plantings near Well House No. 7 to help screen the Well House from view particularly when the deciduous trees lose their leaves in the winter. (Settlement Paragraph 10)
3. Holmdel's Engineers have provided an estimated list of required site work, along with unit prices, and estimates excluding the pump house. (Exhibit E to the Settlement.) Shorelands agrees that it will perform the site work, and Holmdel agrees that no bond will be required to be posted. Holmdel may apply to the Board to force the performance of said work if same is not completed on or before May 15, 2003. (Settlement Paragraph 19)
4. Shorelands erected a temporary security fence shortly after September 11, 2001, across its entire frontage along Windswept Road in Holmdel, including crossing the public street known as Hunters Lane in Holmdel. Although the temporary security fence was installed pursuant to a building permit, a fence across a public road would not be permitted under normal circumstances. All Parties have agreed that re-routing the temporary security fence around Hunters Lane would reduce the security from potential terrorists provided by the current fence and, therefore, vacating Hunters Lane and conveying it to Shorelands would provide a security benefit to Shorelands and its customers. Therefore, Holmdel has agreed that it will vacate Hunters Lane and convey same to Shorelands subject to all utilities without cost to Shorelands Water Company. (Settlement Paragraph 12)

¹ The Settlement sets forth the full text; this is intended as a summary.

5. Shorelands will install Norway Spruces, Scotch Pines, Douglas Firs and American Hollies along the perimeter of the temporary security fence and adjacent to the residential properties located on Windswept Road. (Settlement Paragraph 9)
6. Shorelands will immediately paint the temporary security fence and posts black in order to reduce the security fence's visibility excluding the gate, which cannot be painted black for safety reasons. Said temporary security fence will remain in place until it can be replaced by a more attractive permanent fence with a design similar to that set forth on Exhibit D to the Settlement. The permanent fence will be erected when Shorelands receives authorization from the Board and the State of New Jersey to replace the temporary fence. (Settlement Paragraph 15)
7. Shorelands will work with the Director of Reliability and Security of the Board in an effort to ensure that the permanent fence is authorized and installed at the earliest possible date. The Planning Board Engineer is specifically authorized to review the proposed fence and recommend its installation as an administrative change not requiring further review by the Planning Board if the permanent fence has the look of the sketch attached to the Settlement as Exhibit D. (Settlement Paragraph 16)
8. Shorelands will contribute the standard calculated funds to the Holmdel Sidewalk Fund in lieu of installing sidewalk on Lot 29.04 along Windswept Road (approximately 185 lineal feet). (Settlement Paragraph 11)
9. Holmdel currently owns and operates a sewerage line on both Block 50.19, Lots 29.02 and 29.04 on Windswept Road both of which are owned by Shorelands. Holmdel does not currently possess an easement for said sewerage lines. The Parties have agreed that Shorelands will grant an easement to Holmdel. The form of said easement is set forth in Exhibit B to the Settlement. (Settlement Paragraph 13)
10. Shorelands will grant Holmdel a conservation easement for East Brook. The form of the conservation easement is set forth in Exhibit C to the Settlement. (Settlement Paragraph 14) Shorelands will place monuments to define the conservation area at the rear of the property along the Conrail – Central Railroad Company of New Jersey right-of-way. (Settlement Paragraph 18)
11. The Parties have agreed that the granting of an easement by Shorelands is subject to the provisions of N.J.A.C. 14:1-5.6 and the ultimate approval of the Board. The Parties have agreed that the security advantages together with the value of Hunters Lane to be received by Shorelands without charge, as set forth above, is adequate compensation for the granting of the easements, as set forth in Exhibits B and C to the Settlement, to be given to Holmdel without charge. (Settlement Paragraph 17)

12. The Parties have agreed that the Settlement is intended to resolve accounting issues but it does not limit the Board for ratemaking purposes. (Settlement Paragraph 27)

DISCUSSION AND FINDINGS

The Board, having reviewed the Petition and Exhibits, the responses thereto, and the entire record in this matter, HEREBY FINDS that the Parties voluntarily agreed to the Settlement and that the Settlement disposes of all issues in this proceeding and is consistent with law. The Board ALSO FINDS that the Settlement is reasonable and in the public interest. The Board HEREBY ADOPTS the Settlement as its own incorporating by reference all the terms and conditions as if fully set forth at length herein.

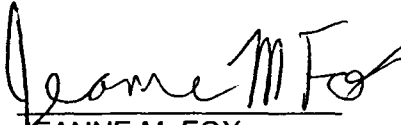
This Order is subject to the following terms and conditions:


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 Petitioner.
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, service, financing, accounting, capitalization, depreciation, or in any other matters affecting Petitioner.
3. Shorelands will expeditiously advise the Board and the Parties if any amendments to the Plans for Well House No. 7 are required to meet BOCA requirements. Shorelands will submit any revised plans that may be necessary to the Parties and the Board as expeditiously as possible.
4. The transfer of the following for accounting purposes only:
 1. An easement from Shorelands to Holmdel for the sewerage line that Holmdel owns and operates on Block 50.19, Lots 29.02 and 29.04, Windswept Road in Holmdel;
 2. A conservation easement from Shorelands to Holmdel for East Brook; and


3. The vacating and conveyance of the street known as Hunters Lane, subject to all utilities, from Holmdel to Shorelands.

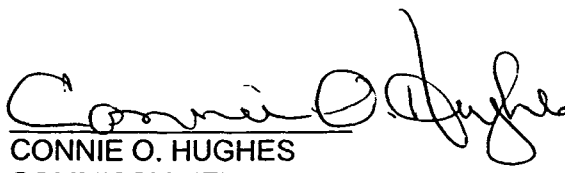
DATED: 1/23/03

BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER


CAROL J. MURPHY
COMMISSIONER

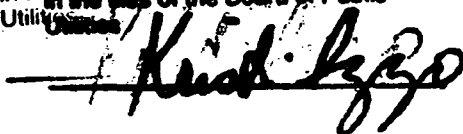

CONNIE O. HUGHES
COMMISSIONER


JACK ALTER
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

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



Service List
Shorelands Water Company
Appeal of a Decision by the Planning Board of Holmdel Township
Docket No. WE02070431

<p>Bruce S. Edington, Esq. St. John & Wayne, L.L.C. Two Penn Plaza East Newark, NJ 07105</p> <p>Michael P. Walsh, President Shorelands Water Company 1709 Union Avenue P.O. Box 158 Hazlet, NJ 07730</p> <p>Michael A. Pane, Esq. 307 North Main Street Hightstown, NJ 08520</p> <p>Duane O. Davison, Esq. Lomurro, Davison, Eastman, & Munoz, P.A. Monmouth Executive Center 100 Willowbrook Road Building 1 Freehold, NJ 07728</p> <p>Diane Schulze, Esq. Division of the Ratepayer Advocate 31 Clinton Street, 11th Floor P.O. Box 46005 Newark, NJ 07101</p> <p>Michael P. Gallagher, Director Mike Kammer Board of Public Utilities Division of Water and Wastewater Two Gateway Center Newark, NJ 07102</p> <p>Walter W. Cota New Jersey Division of Taxation Public Utilities Tax Section 50 Barrack Street P.O. Box 24 Trenton, NJ 08625-0246</p>	<p>Alex Moreau, Esq. Deputy Attorney General Department of Law and Public Safety Division of Law 124 Halsey Street P.O. Box 5029 Newark, NJ 07101</p> <p>Carla V. Bello, Esq. Senior Deputy Attorney General Department of Law and Public Safety Division of Law 124 Halsey Street P.O. Box 5029 Newark, NJ 07101</p> <p>Joi Taylor, Esq. Legal Specialist Board of Public Utilities Division of Water and Wastewater Two Gateway Center Newark, NJ 07102</p>
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ST. JOHN & WAYNE, L.L.C.

Two Penn Plaza East

Newark, New Jersey 07105

(Bruce S. Edington, Esq.)

(973) 491-3600

Attorneys for Petitioner,

Shorelands Water Company, Inc.

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IN THE MATTER OF THE PETITION
OF SHORELANDS WATER
COMPANY, INC. PURSUANT TO
N.J.S.A. 40:55D-19 APPEALING FROM
A DECISION BY THE PLANNING
BOARD OF THE TOWNSHIP OF
HOLMDEL AND FOR APPROVAL OF
THE SITING AND ERECTION OF A
WELL HOUSE STRUCTURE IN THE
TOWNSHIP OF HOLMDEL AND
EXEMPTING SUCH STRUCTURE
FROM ANY LOCAL REGULATIONS
AND FOR INTERIM RELIEF TO
PROTECT WELL NO. 7 PENDING
RESOLUTION

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

BPU DOCKET NO. WE02070431

STIPULATION OF SETTLEMENT

APPEARANCES:

Bruce S. Edington, Esq. (St. John & Wayne, L.L.C.) on behalf of Shorelands
Water Company, Inc.

Dwayne Davidson, Esq. (Lomurro, Davison, Eastman & Munoz, P.A.) on behalf
of the Township of Holmdel

Michael A. Pane, Esq. (Michael A. Pane, P.C.) on behalf of the Planning Board
of the Township of Holmdel

TO THE HONORABLE COMMISSIONERS OF
THE NEW JERSEY BOARD OF PUBLIC UTILITIES:

INTRODUCTION

1. Petitioner, Shorelands Water Company, Inc. ("Petitioner" or "Shorelands"), by way of a Petition ("Petition") filed with the Board of Public Utilities ("Board") on July 19, 2002 with accompanying verification by Michael P. Walsh, P.E., pursuant to N.J.S.A. 40:55D-19 and such other statutes and regulations as may be deemed relevant, appealed from the Holmdel Township Planning Board ("Planning Board") decision set forth in its resolution (Exhibit A) issued on June 18, 2002 ("Planning Board Resolution"). Shorelands' appealed for: approval to construct a well house and appurtenant facilities on Lot 29.04, Block 50.19 in the Township of Holmdel in accordance with the plans of Maser Consulting, P.A. dated October 29, 2001 ("Plans") without the need for any further action by the Township of Holmdel, its agencies or authorities located in the Township of Holmdel; and finding that both the existing security fence, erected immediately after September 11, 2001, and the proposed Well House No. 7 were necessary for the service, convenience and welfare of the public.

2. Respondent, Township of Holmdel ("Holmdel"), filed its answer dated August 6, 2002 and the Respondent, Holmdel Township Planning Board, filed its answer dated August 6, 2002.

3. The Staff of the Board of Public Utilities ("Staff") subsequently engaged in numerous discussions with all of the parties in an effort to resolve the issues raised in the Petition.

4. A formal Settlement Conference was convened by the Staff on September 19, 2002 which resulted in the parties agreeing to the contents set forth in this Stipulation.

5. Based upon the settlement discussions, the parties (Shorelands, Holmdel and Planning Board) have agreed that the record provides adequate information and documentation

for the Board to make a decision and provides ample support for this Stipulation. The parties further agree that the Stipulation represents a fair and reasonable disposition of this proceeding.

6. The undersigned parties hereby stipulate as follows for the purposes of providing the Board with a detailed basis for its decision.

7. The parties hereby request that the Board act to accept and approve this Stipulation in its entirety, and issue an appropriate Decision and Order adopting the Stipulation and granting the relief sought in the Petition subject to the conditions set forth herein. If the Board does not approve the Stipulation as it is presented or in substantially the form that the parties signed, then the parties can return to their litigated position in this proceeding.

NOW, THEREFORE, it is AGREED on this ____ day of _____, 2002 as follows:

8. Upon the signing of the Stipulation by all parties, Holmdel will issue a building permit to Shorelands for the construction of Well House No. 7 as per the Plans within twenty (20) days assuming the papers submitted by Shorelands comply with the applicable BOCA Code. If any amendments are required to meet BOCA requirements, Shorelands will expeditiously submit revised plans and Holmdel will expeditiously review.

9. Shorelands will install Norway Spruces, Scotch Pines, Douglas Firs and American Hollies along the perimeter of the fence and adjacent to the residential properties located on Windswept Road. This buffer will replace the vegetation that has been removed.

10. Shorelands will install foundation plantings near Well House No. 7 to help screen the Well House from view particularly when the deciduous trees lose their leaves in the winter.

11. Shorelands will contribute the standard calculated funds to the Holmdel Sidewalk Fund in lieu of installing sidewalk on Lot 29.04 along Windswept Road (approximately 185 lineal feet).

12. Shorelands erected a security fence shortly after September 11, 2001 across its entire frontage along Windswept Road including crossing the public street known as Hunters Lane. Although the security fence was installed pursuant to a building permit, a fence across a public road would not be permitted under normal circumstances. All parties agree that re-routing of the security fence around Hunters Lane would reduce the security from potential terrorists provided by the current fence and, therefore, vacating Hunters Lane and conveying it to Shorelands would provide a security benefit to Shorelands and all of its customers. Holmdel will vacate Hunters Lane and convey same to Shorelands subject to all utilities without cost to Shorelands Water Company.

13. Holmdel presently owns and operates a sewerage line on both Lots 29.04 and 29.02 which are both owned by Shorelands. However, Holmdel does not possess an easement for said sewerage lines. All parties recognize that a proper sewerage easement from Shorelands to Holmdel containing proper maintenance provisions is in the best interests of the citizens of Holmdel and the customers of Shorelands. Therefore, Shorelands will grant an easement in the form attached hereto as Exhibit B to Holmdel.

14. Shorelands will grant Holmdel a conservation easement for East Brook in the form attached hereto as Exhibit C.

15. Shorelands will immediately paint the security fence and posts black in order to reduce the security fence's visibility excluding the gate which cannot be painted black for safety reasons. Said temporary security fence will remain in place to be replaced by a more attractive permanent fence with a design similar to that set forth on Exhibit D when Shorelands receives authorization from the Board and the State of New Jersey to replace the temporary fence.

16. Shorelands will work with the Director of Reliability and Security of the Board in an effort to ensure that the permanent fence is authorized and installed at the earliest possible

date. The Planning Board Engineer is specifically authorized to review the proposed fence and recommend its installation as only an administrative change not requiring further review by the Planning Board if the permanent fence has the look of the attached sketch.

17. All parties recognize that granting of an easement by Shorelands is subject to the provisions of N.J.A.C. 14:1-5.6 and the ultimate approval of the Board. All parties agree that the security advantages together with the value of Hunters Lane to be received by Shorelands without charge is adequate compensation for the granting of the easements set forth in Exhibits B and C to be given to Holmdel without charge.

18. Shorelands will place monuments to define the conservation area at the rear of the property along the railroad right-of-way.

19. Attached as Exhibit E is Holmdel's Engineers' Estimate list of site work along with unit prices and estimates excluding the pump house. Shorelands agrees that it will perform the site work, and Holmdel agrees that no bond will be required to be posted. Holmdel may apply to the Board to force the performance of said work if same is not completed on or before May 15, 2003.

20. The parties specifically find the Board's authority to enforce the provisions of this Stipulation and the Board's Order adopting this Stipulation are based upon the foregoing and subject to the conditions set forth in this Stipulation. The parties and Staff agree that the statutory criteria set forth in N.J.S.A. 40:55D-19 and N.J.A.C. 14:1-5.6 are satisfied and the Stipulation is necessary for the service, convenience and welfare of the public, and that the Board should approve the Stipulation as necessary to continue to provide safe, adequate and proper service to the customers of Shorelands and that the Board should approve the transaction as proposed.

21. The Stipulation shall bind and inure to the benefit of the parties and their respective successors and assigns.

22. The Parties agree to use their best efforts to have this Stipulation approved by the Planning Board and Township of Holmdel.

23. This Stipulation is the product of extensive negotiations by the signatories and it is an express condition of the settlement embodied by this Stipulation that it be presented to the Board in its entirety without modification or condition. It is also the intent of the signatories to this Stipulation that this Settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein.

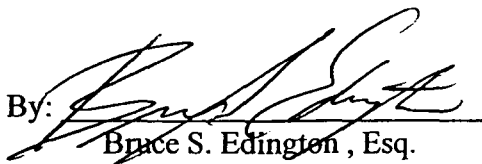
24. The parties to this Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from or the adopting of same as to those issues upon which the parties have stipulated.

25. The parties further agree that the purpose of this Stipulation is to reach a fair and reasonable settlement.

26. This Stipulation may be executed in as many counterparts as needed.

27. This Stipulation is intended to resolve accounting issues but it does not limit the Board for ratemaking purposes.

ST. JOHN & WAYNE, L.L.C.
On Behalf of Shorelands Water Company, Inc.

By: 
Bruce S. Edington, Esq.

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BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

**RESOLUTION OF MEMORIALIZATION
HOLMDEL TOWNSHIP PLANNING BOARD
MONMOUTH COUNTY, NEW JERSEY
RESOLUTION GRANTING
PRELIMINARY AND FINAL SITE PLAN APPROVAL**

**MATTER OF Shorelands Water Company Well #7
APPLICATION # P/F SP#01-8**

**Approved: May 7, 2002
Memorialized: June 18, 2002**

WHEREAS, the Planning Board of the Township of Holmdel (the "Board") is empowered, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., and Section 30-1, et seq., of the Development Regulations of the Township of Holmdel, to hear and determine applications for development; and

WHEREAS, the Applicant is requesting preliminary and final site plan approval for the installation of an additional well, supporting structures (well house #7 dimensions are 16 x 22 ft. - enclosed in a 6' high security fence) and landscaping; and

WHEREAS, the Property is located at the end of Hunters Lane, Township of Holmdel, Block 50.19, Lots 29.02 and 29.04, located in the R-40A and R-40B Zone; and

WHEREAS, the Board Engineer, T&M Associates, submitted review letters dated January 7, 2002, February 15, 2002, and March 19, 2002; and

WHEREAS, the Board considered the application at a hearing held on March 26, 2002 and May 7, 2002, and one on-site inspection held on April 13, 2002; and

Exhibit A

WHEREAS, in addition to the application file, which consists of those items listed on Attachment A hereto, the Board accepted into evidence the exhibits listed on Attachment B hereto, all of which were duly identified and marked for the record; and

WHEREAS, the Applicant has submitted various plan revisions to accommodate concerns raised by the Board and the public; and

WHEREAS, David Hoder P.E., Gus DeBlasio, Tom Giblon, and Eric Olsen, P.E. presented testimony for the Applicant;

WHEREAS, the Board having considered the advice and comments of its consultants, hereby finds the following:

A. FINDINGS OF FACT

1. This application is proposing to construct a 430 ft. deep well that will draw water from the Old Bridge Aquifer, which will be surrounded by a small well shelter with dimensions 16 x 22 ft., along with a small stone access drive 30 to 35 ft. long, a fence around the well house, and landscaping in the area of the well house and on the Shorelands property to buffer neighbors on Windswept Road.
2. The applicant also proposes to install a short gravel access drive, 35 ft. long, which will extend between the existing gravel and the well house, and a sidewalk along Windswept Road.
3. This site is located at the end of Hunters Lane in the R-40A and R-40B Residence and Agricultural Districts (as shown in the development regulations).
4. The application does not require any new variances and/or design

waivers.

5. The site in the vicinity of the well house currently slopes and consequently directs runoff toward the drainage easement in the north east corner of the property. The applicant does not propose any modification to the existing drainage patterns as part of this application. The applicant proposes approximately 650 square feet of additional impervious coverage. The applicant's engineer has submitted a statement of drainage impacts that states the minimum increase in impervious coverage will result in a *de minimus* increase in runoff and will not impact the downstream properties.

6. Installation of the additional well is necessary in order to meet the system reliability capacity. The four wells located currently on the property are insufficient to meet this capacity.

7. The shelter house is necessary to protect the well head and the electrical equipment inside.

8. Although the Resource Management Regulations do not apply to minor site plans, the applicant has agreed to record a 50 ft. wide conservation easement along the tributary of East Creek in the northeast corner of the site as shown on the plan, as shown on exhibit A-3. Applicant also agreed to monument this easement.

9. There is an existing sanitary sewer easement on the property that abuts the railroad right-of-way owned by Conrail-CRR Co. of New Jersey. The applicant agrees as part of the proposal to dedicate a 20 ft. wide sanitary sewer easement to Holmdel Township in a form which is acceptable to the Township Attorney and the Governing

Body.

10. The applicant is not proposing any wetlands and/or steep slope disturbance as part of the construction of the well project, and the applicant does not propose any tree removal as part of this application

11. Applicant has agreed to install Norway Spruces, Scotch Pines, Douglas Firs, and American Hollies along the perimeters of the fence and adjacent to the residential properties. This buffer will replace the vegetation that has been removed by the adjacent homeowners on Windswept Road.

12. As part of the application, the applicant proposes to clean up the Windswept Road frontage and install a variety of native plant material to improve the aesthetics of the site.

13. The existing 25 ft. drainage easement, as well as a 25 ft. corridor buffer along the major tributary will remain.

14. The applicant has installed a 6 ft. high silver-colored chain link fence across the property frontage for security reasons, due to the September 11, 2001 tragedy. This fence is industrial in appearance and not compatible with the adjacent homes on Windswept Road. However, the Board recognizes the need for security on the premise. As a temporary measure, the existing chain link fence will be replaced with a black vinyl-coated chain link fence, and the existing horizontal and vertical supports will be painted black.

15. The proposal will have no impact on traffic and circulation because

the proposed well and well house will be unmanned.

16. The applicant has represented that as part of the proposal, Hunters Lane, a municipal street, will be vacated and conveyed to Shorelands Water Company, Inc. The governing body subsequently discussed the proposal and concluded that this vacation was acceptable. A utility easement dedicated to Holmdel Township will be required within the vacated portion of Hunters Lane.

B. CONCLUSION

In view of the foregoing, the Board on May 7, 2002, voted to approve said application based on the following conditions.

C. SPECIAL CONDITIONS

1. Incorporation of Findings and Conclusions. The Findings and Conclusions set forth above are hereby incorporated as conditions of this approval, as are all the findings of fact, conclusions and conditions of the this approval.

2. The property will be developed in accordance with the plans prepared by David F. Hoder, P.E. of Maser Consulting, dated October 29, 2001, last revised March 12, 2002 and consisting of four(4) sheets. The plans shall be further modified to incorporate the comments of T& M Associates' letter dated March 19, 2002 and the findings and conclusions as set forth above.

3. The applicant shall paint the existing security fence posts black and shall install dark color vinyl coated chain link fabric on the security fence within 60 days of the date of the resolution.

4. The applicant shall install the landscaping in according with the approved plans (Exhibit A3) prior to the end of the 2002 fall planting season.

5. The following easements and restrictions shall be approved by the Board Engineer, accepted by the Township Committee and shall be duly recorded in the Office of the Monmouth County Clerk:

Conservation Easement:	Lot 29.04
Roadway Vacation/Utility Easement:	Lots 29.02 and 29.04
Sanitary Sewer Easement:	Lots 29.02 and 29.04

Applicant and Township must agree as to the form of the Township's 20 ft. sewer collection line easement 45 days from the resolution, and a permanent easement must be implemented within a reasonable time.

6. Applicant must make a contribution to the Township sidewalk fund in consideration of the fact that no sidewalk is to be installed on Windswept Road and Hunter's Lane.

D. GENERAL CONDITIONS

1. This approval is subject to the accuracy and completeness of the submissions, statements, exhibits and other testimony filed with or offered to the Board in connection with this application, all of which are incorporated herein by reference and specifically relied upon by the Board in granting this approval. This condition shall be a continuing condition subsequent which shall be deemed satisfied unless and until the Board determines (on notice to Applicant) that a breach hereof has occurred.

2. The Applicant shall obtain the approvals of any and all other governmental or quasi-governmental entities having jurisdiction over the Project, and comply with any conditions or requirements of such approvals, including, but not limited to, the Holmdel Township Board of Health, the Monmouth County Planning Board, the Monmouth County Soil Conservation District, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation.

3. All real estate taxes and other municipal charges shall be current through the date any and all permits or other approvals are requested in connection with the Project.

4. The Applicant shall also pay all fees and expenses required in connection with this Project, including all the required engineering and other consulting fees incurred by the Board in connection with this Project, the inspection fees by the Township Engineer or other municipal agents or employees.

5. The Applicant shall comply with the Development Fee Ordinance of Chapter 14, Housing, of the Code of the Township of Holmdel to the extent applicable. The intent of this condition is to insure that an appropriate Mount Laurel contribution is made by the Applicant as may be required under the Ordinance.

6. The Special Conditions 2, 5 and 6 and General Conditions 2, 3, 4, and 5 of this approval shall be satisfied prior to the signing of any map, plat, permit, or construction plans, except for the sewer easement, which must be recorded in the Monmouth County Clerk's Office prior to issuance of the Certificate of Occupancy.

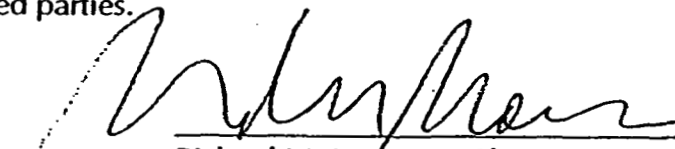
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NEWARK PUBLIC UTILITIES

7. The following conditions of this approval shall be conditions subsequent to this approval, which shall continue to be binding upon the Applicant and all successors of the property; Special Conditions 1, 2, 3, 4 and 5 and General Conditions 1, 2, 3, 4, 5, and 6. In the event of a violation of any of the foregoing conditions, the Board may take such action as it may deem appropriate, including but not limited to, compelling the Applicant to take certain actions or restore certain conditions with respect to the property as contemplated by this approval. The Applicant shall cure such violations forthwith.

BE IT FURTHER RESOLVED, that the Board Secretary, is hereby authorized and directed to cause a notice of this Resolution to be published in the *Asbury Park Press* at the Applicant's expense and to send a certified copy of this Resolution to the Applicant and to the Township Clerk, the Township Engineer, and the Township Assessor and make same available to all other interested parties.



Richard M. Mausner, Chairman
Holmdel Township Planning Board

I hereby certify this to be a true and accurate copy of a resolution adopted by the Holmdel Township Planning Board, Monmouth County, New Jersey, at a public meeting held on June 18, 2002.



Bonnie Imposimato, Secretary
Holmdel Township Planning Board

The vote on the motion
to approve this application:
Cooper/Aumiller
May 7th 2002

Yes: Mrs. Chin
Dr. Cooper
Mr. Orfanitopoulos
Mr. Greco
Dr. Blumenthal
Mr. Mausner
Mr. Aumiller
Mayor Davey

Abstain:

Absent: Mr. Kraus
Mrs. DiMaso
Mrs. LaRussa

Not Eligible:

The vote on the resolution of
memorialization was as follows:
Cooper/Blumenthal
June 18th 2002

Yes: Dr. Cooper
Mr. Orfanitopoulos
Dr. Blumenthal
Mr. Mausner
Mayor Davey

Abstain:

Absent: Mr. Aumiller
Mrs. Chin
Mr. Greco
Mrs. LaRussa

Not Eligible: Mr. Kraus
Mrs. DiMaso

REC'D
MAIL
02 JUL 19 PM 4
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

COVER SHEET FOR INCOMING MAIL

DATE	DESCRIPTION
11/12/01	Cover Letter - Maser Consulting
11/12/01	Narrative
11/12/01	Preliminary Application
11/12/01	Final Application
11/12/01	Monmouth County Planning Board Site Plan Application w/check
11/12/01	Petition
11/12/01	Zoning Officer's Review Form - unsigned by ZO
11/13/01	Lot & Block Letter
11/12/01	Tax Certification
11/6/01	Disclosure Statement
11/6/01	Consent by Board of Directors
11/9/01	Owner's Concurrence
11/12/01	Non-applicable letter & Waiver Request letter - Maser Consulting
11/12/01	Fiscal Demand Statement
11/01	Drainage Impact Statement
11/12/01	Energy Usage Statement
11/12/01	Wetland Statement
11/12/01	Traffic Statement
11/12/01	Environmental Statement
11/12/01	Checklist
11/20/01	T & M Completeness Review Letter
12/6/01	Traffic Safety Officer's reply
11/20/01	Fire Official reply ltr.
12/10/01	Complete Letter
10/29/01	Reduced Plat
10/29/01	Sheet 1 of 3, Sheet 2 of 3
10/10/01	Sheet 3 of 3
1/2/02	MCPB - approval not needed
1/2/02	Shorelands Water Co. - re: Existing Security Fence
1/10/02	BOH approval ltr.
12/3/02	MASEC ltr. re: LOT submission
1/7/02	T&M Eng. Review ltr
1/22/02	HEC ltr to DEP re LOT
1/22/02	ZORF w/COMMENTS
1/28/02	Reduced Plat
R 1/28/02	Set 1 of 4 thru 3 of 4
R 1/21/02	Set 4 of 4
2/1/02	Fire Official Form w/COMMENTS
1/29/02	MASEC ltr in response to T&M ltr of 1/7/02
3/15/02	T&M Eng Review ltr #2
3/ 12/02	Maser Cover Letter with response to T&M review letter dated 2/15/02 & Zoning Officer's comment letter of 1/22/02
R 3/12/02	Reduced Plat
R3/12/02	Sheets 1 of 4 thru 3 of 4
R11/21/01	Sheet 4 of 4
3/6/02	BOH approval ltr
3/14/02	Fire Official Approval
3/12/02	T&M ltr re: relocation of fence, landscaping, Windshield dedication of sanding area adjacent
3/22/02	HEC Review ltr.
4/2/02	BOH Approval ltr
4/2/02	Bruce Edington ltr. w/on site procedures
5/1/02	T&M Landscaping Approval

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02 JUL 19 P
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

**SHORELANDS WATER COMPANY, WELL #7 –
Variance, Minor Site Plan #01-8**

[illegible]

PREPARED BY:

PETER J. ADDONIZIO, ESQ.**SANITARY SEWER DEED OF EASEMENT and AGREEMENT**

THIS DEED IS MADE ON _____, 2002, between

SHORELANDS WATER COMPANY, INC.whose address is P.O. Box 158, Hazlet, New Jersey 07730,
referred to as the Grantor.

AND

TOWNSHIP OF HOLMDEL, a municipal corporation of the
State of New Jerseywhose address is 4 Crawfords Corner Road, P.O. Box 410, Holmdel, New
Jersey 07733, referred to as the Grantee.The words "Grantor" and "Grantee" shall mean all Grantors and
Grantees listed above.**TRANSFER OF OWNERSHIP.** The Grantor grants and conveys an easement and
right-of-way, in perpetuity, for the property described below to the
Grantee. This transfer is made for the sum of \$1.00

The Grantor acknowledges receipt of this money.

TAX MAP REFERENCE. (N.J.S.A. 46:15-2.1) Municipality of Holmdel
Township**BLOCK No. 50.19, LOT NOS. 29.02 and 29.04 (See Schedule A)**

THIS EASEMENT is dedicated to the TOWNSHIP OF HOLMDEL for the
purpose of maintaining sanitary sewer facilities and/or installing,
inspecting, maintaining and repairing sanitary sewer facilities; said
easement is intended to be an uninterrupted and unobstructed
easement, under, across and over the area described, consisting of
the right to erect, construct, install, extend, use, inspect, repair,
replace, remove, maintain, and preserve sanitary sewer facilities of
any kind, and any other chambers, sewage collection lines, manholes,
valves and appurtenances which may, in the opinion of the Township of
Holmdel, become necessary in the future.

The grantee agrees that with one (1) or more days notice to
grantor, grantee will periodically inspect the sewer facility and
perform regular maintenance and preservation of the sewer system and
all related facilities, as the grantee sees fit. Grantee shall also
inspect the surrounding topography, tree roots, trench condition,
berm condition and overall ground area applicable to the sewer system
and facility in order to verify that same is in proper condition so
that the sewer system shall operate properly and in order to prevent
soil erosion, runoff and other adverse conditions.

Upon receipt of the within easement, grantee agrees, within a
reasonable time, to clear and grub the area within 10 feet of the
center of the existing pipe. Grantee also agrees to install locking
covers on all sewer facilities that are on grantor's property.

In the event that grantor determines that the sewer system or
any related facilities or appurtenances, require immediate emergency

S49605-1

Exhibit B

maintenance or repair, the grantor agrees to notify the grantee via telephone, in person, e-mail or other form of rapid communication.

In that event, the grantee shall make arrangements for repair or maintenance, which shall be done as soon after notification as is practicable, (preferably within five (5) days from notice by the grantor.

Grantee agrees to perform any and all inspections, maintenance and/or repairs in a good and workmanlike manner, and with a minimum of inconvenience to the grantor.

PROPERTY. The property consists of the land and all the buildings and structures on the land in the Township of Holmdel, County of Monmouth and State of New Jersey. THE LEGAL DESCRIPTION IS:

SEE SCHEDULE "A" ATTACHED

The said Grantor does covenant with the said Grantee as follows:

1. That the said Grantor is seized of the said easement and right-of-way and has good right to convey the same.

2. That the Grantee shall quietly enjoy the said easement and right-of-way.

3. The Grantee shall have quiet possession of the easement free from all encumbrances.

4. The Grantor will execute such further assurances of the said lands as may be requisite by Grantee to correct any title defect.

5. The Grantor will warrant generally the easement hereby conveyed.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affects the interest in the property conveyed by this Deed (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

SIGNATURES. The Grantor signs this Deed as of the date at the top of the first page.

WITNESSETH

STATE OF NEW JERSEY:

:ss

COUNTY OF MONMOUTH :

I CERTIFY THAT on _____, 2002, _____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

1. Is named in and personally signed this Deed of Easement;
2. Signed, sealed and delivered this Deed as his or her act and deed; and

3. Made this Deed for \$1.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

NOTARY PUBLIC OF NEW JERSEY

RECORD AND RETURN TO:
Lomurro, Davison, Eastman & Munoz
Peter J. Addonizio, Esq.
100 Willowbrook Rd., Bldg. 1
Freehold, NJ 07728

DRAFT

Prepared By:

Bruce S. Edington, Esq.

DEED OF EASEMENT

This Deed is made on the ____ day of _____, 2002,

B E T W E E N

SHORELANDS WATER COMPANY, INC., A New Jersey Corporation, whose Post Office address is 1709 Union Avenue, P. O. Box 158, Hazlet, New Jersey, referred to as the Grantor,

A N D

TOWNSHIP OF HOLMDEL, County of Monmouth and State of New Jersey, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys ownership of an easement in the property described below to the Grantee. This transfer is made for the sum of \$1.00. The Grantor acknowledges receipt of this money.

Tax Map References. (N.J.S.A. 46:15-2.1) Municipality of Holmdel, Block No. 50.19, Lot No. 29.04, Account No. _____. () No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the land in the Township of Holmdel, County of Monmouth and State of New Jersey as further described in paragraph 1 hereof.

1. The Grantor does hereby convey and grant to the Grantee, its successors and assigns to have and to hold forever an easement in perpetuity to preserve and protect that portion of East Brook flowing in a northerly direction from Windswept Road to the Railroad Right-of-Way, extending 25' to each side of the center line of East Brook (a total width of 50'). As shown on a certain Overall Site Plan for Shorelands Water Company, Lots 29.02 and 29.04, Block 50.19, prepared by Maser Consulting PA, 30 Freneau Avenue (Route 79), Matawan, New Jersey 07702,

Exhibit C

signed by David J. Hoder, PE (License Number 27825), designated as Job #010534A dated October 29, 2001 with an Index Number of MAOJT1, specifically subject to head walls, crossings, etc., installed by Grantor (existing or required in the future) to fulfill its duty to provide safe, adequate and proper service. All other rights and uses of any nature continue to reside with the Grantor. Grantee acknowledges that Grantor will likely in the future install additional utilities or structures within the easement area in order to provide safe, adequate and proper service required by the State of New Jersey.

2. Both Grantor and Grantee may perform maintenance from time to time in order to keep East Brook free from obstructions, simultaneously promoting healthy vegetative growth in the easement area.

3. Both Grantor and Grantee will protect any and all utilities or structures within the easement area when performing work. Any and all work shall be performed in a good and workmanlike manner.

4. This easement is not intended for the benefit of any third parties. There are no duties created on the part of the Grantor or Grantee to third parties as a result of this easement.

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Township of Holmdel, Grantee (Seal)

(Print Name)

Witnessed by:

Janet L. Walsh, Secretary

Michael P. Walsh, President, Grantor (Seal)

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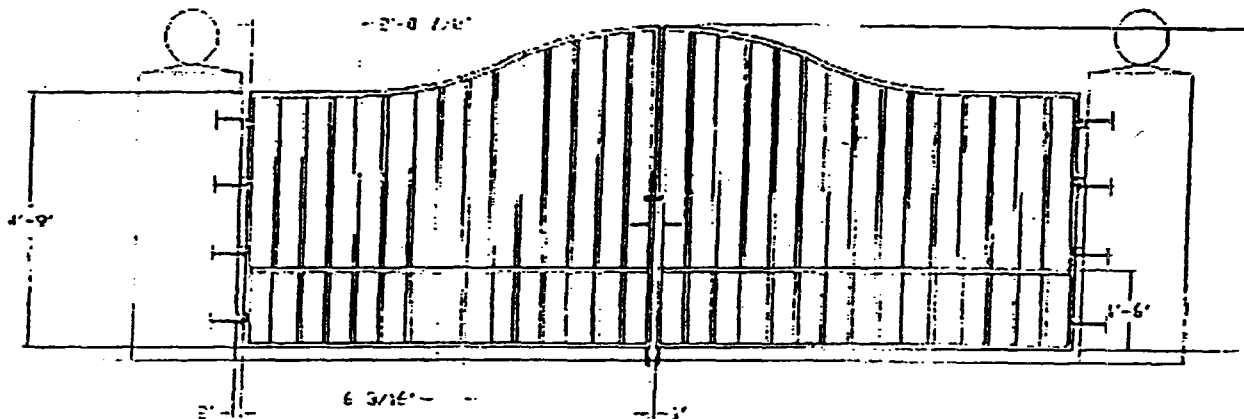
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09/19/2002

Exhibit D

STATE OF NEW JERSEY)
) :ss:
COUNTY OF MONMOUTH)

Be it Remembered, that on this ____ day of _____, 2002, before me, the subscriber, _____, personally appeared Janet L. Walsh, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Assistant Secretary of Shorelands Water Company, Inc., the Corporation named in the within Instrument; that Michael P. Walsh is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed her name thereto as attesting witness.

Sworn and subscribed before me,
the date aforesaid.

Janet L. Walsh

SHORELANDS WATER COMPANY
BLOCK 50.19, LOTS 29.03 AND 29.04
Well House #7

SCHEDULE "A"

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	% NOT COMPLETE	TOTAL AMOUNT
TOPSOIL PROTECTION, SOIL EROSION CONTROL & SITE STABILIZATION					
1 PERMANENT	2500	SY	\$2.00	100	\$5,000.00
2 TEMPORARY	2500	SY	\$0.75	100	\$1,875.00
3 PAVEMENT REPAIR	5	SY	\$15.00	100	\$75.00
4 CONCRETE CURB, 6X8X18	16	LF	\$11.00	100	\$176.00
5 SIDEWALK, 4" THK. CONCRETE	185	SF	\$2.50	100	\$462.50
6 MONUMENTS W/ ENGINEERING	4	UNIT	\$100.00	100	\$400.00
7 CONSERVATION EASEMENT POSTS	4	UNIT	\$100.00	100	\$400.00
8 ON-SITE LANDSCAPING	1	LS	\$29,925.00	100	\$29,925.00
9 PAINT CHAIN LINK FENCE, 6' HIGH	190	LF	\$12.00	100	\$2,280.00
10 FENCE PAINTED BLACK	100	LF	\$10.00	100	\$1,000.00
11 SILT FENCE	975	LF	\$1.50	100	\$1,462.50
12 ORANGE CONSTRUCTION FENCE	175	LF	\$1.50	100	\$262.50

TOTAL \$43,318.50

NOTE 1:

EROSION/SLOPE CONTROL MEASURES TO BE OBSERVED BY THE DEVELOPER TO CONTROL SILTATION IN ACCORDANCE WITH THE FREEHOLD SOIL CONSERVATION DISTRICT CERTIFIED PLAN AND PROVISIONS OF THE SOIL EROSION AND SEDIMENT CONTROL ACT, AND/OR AS DIRECTED BY THE MUNICIPAL ENGINEER AT THE TIME OF CONSTRUCTION.

NOTE 2:

ADDITIONAL DRAINAGE, IF REQUIRED, DUE TO FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND AS DIRECTED BY THE MUNICIPAL ENGINEER.

NOTE 3:

SHORELANDS WILL BE RESPONSIBLE FOR ENGINEERING INSPECTION FEES EQUAL TO 5% OF THE ACTUAL CONSTRUCTION COST OF ITEMS 1, 2, 3, 4, 6, 8, 9, 10 & 12, BUT NOT TO EXCEED \$1,000 (ESTIMATE PROVIDED BY T&M)

Exhibit E