

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

IN THE MATTER OF THE PETITION OF GORDON’S CORNER WATER COMPANY, INC. FOR APPROVAL OF A MUNICIPAL CONSENT TO PROVIDE WATER SERVICE TO A PORTION OF COLTS NECK TOWNSHIP	PETITION DOCKET NO. WE2206 <u>0370</u>
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TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

Petitioner, Gordon’s Corner Water Company, Inc. (“GCWC” or the “Company”), a public utility corporation of the State of New Jersey, having its principal office at 27 Vanderburg Road, Marlboro, New Jersey 07746, respectfully submits this Petition and avers as follows:

1. GCWC currently provides water and/or wastewater services to approximately 15,000 customers in the townships of Marlboro and Manalapan in Monmouth County, New Jersey.
2. By this Petition and pursuant to N.J.S.A. 48:2-14 and N.J.A.C. 14:1-5.5, GCWC seeks the New Jersey Board of Public Utilities’ (“BPU” or “Board”) approval of a municipal consent (“Municipal Consent”) by Colts Neck Township (the “Township”) granting the Company a limited franchise to provide water service to a certain area of Colts Neck Township (“Proposed Franchise Area.”).
3. The Municipal Consent was granted pursuant to Resolution No. 2021-172 (“Resolution 172”), adopted on September 8, 2021, which is attached hereto as **Exhibit A**, along with the relevant schedules to Resolution 172.
4. Under the terms of the Municipal Consent, GCWC is authorized to effect a limited expansion of its existing franchise area within neighboring municipalities into the Township to provide water service to the site of a new court-mandated multi-family development

(“Project”) located at Block 22, Lot 18 on the Official Tax Map of the Township. An associated Resolution from the Township providing additional context, Resolution No. 2021-171, is attached hereto as **Exhibit B**.

5. Upon full buildout (not anticipated for a number of years), the Project is projected to include three hundred sixty (360) total residential units, with eighty percent (80%) of those units to be market rate units and the remaining twenty percent (20%) of the units to be multi-family rental units affordable to very low, low, and moderate income households. See Exhibit “B.”

6. The location of the Project and proposed franchise area abuts GCWC’s currently existing service area in the southern portion of Marlboro Township. A copy of an image depicting the Company’s current service territory along with the Proposed Franchise Area is attached hereto as **Exhibit “C.”**

7. A metes and bounds identification and description of the Proposed Franchise Area is set forth in Schedule B to Resolution 172. See Exhibit “A.”

8. GCWC proposes to charge rates for water service according to its tariffs already on file with, and approved by, the Board, and customers would be subject to any changes to those tariffs when and if the BPU approves any such modifications by Regulation or Order.

9. GCWC employees currently work in and around the proposed franchise area extension since it abuts the GCWC’s current franchise area, so the additional franchise area will be an efficient fit with franchise service already being provided by the Company.

10. Additionally, emergencies in the Proposed Franchise Area will be handled in the same manner as all emergencies are now handled in the Company’s existing service territory. Customers can call business hours, or the 24-hour emergency phone line available to all customers.

11. The requested approval is necessary and proper for the public convenience, and service will be available where such service is necessary and proper within the Proposed Franchise. As noted above, the proposed franchise will permit GCWC to provide service to a new residential housing project—including a significant number of housing units intended for very low, low, and moderate income households. See Exhibit “B.”

12. Absent the Company’s willingness to serve this portion of the Township, the developer would have been required to construct its own water treatment plant and distribution system, necessitating a lengthy and complicated approvals process. Further, the Project is too large to serve with private wells. See N.J.S.A. 48:2-14 (requiring Board approval for a municipal franchise when the franchise is “necessary and proper for the public convenience and properly conserves the public interests.”)

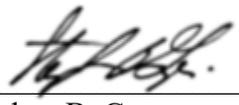
13. GCWC is a well-run water company with access to high quality technical, operational and water quality services. The Company will be able to bring these resources to bear in serving the customers located in the Township and the Proposed Franchise Area.

14. The proposed franchise should not have an adverse impact on the provision of safe, adequate and proper service to GCWC’s present customers. The addition of this small number of customers should not have an adverse impact on the service provided to current customers in other portions of the Company’s service territory. As noted above, GCWC intends to charge customers in the Proposed Franchise Area the same rates charged to its other customers pursuant to tariffs then on file with the BPU.

15. All correspondence regarding this petition should be addressed to Stephen B. Genzer, Esq. and Shane P. Simon, Esq., Saul Ewing Arnstein & Lehr LLP, One Riverfront Plaza, Newark, New Jersey 07102-5490, with copies to David G. Ern, President, Gordon’s Corner Water Company, Inc., 27 Vanderburg Road, Marlboro, New Jersey 07746.

WHEREFORE, Petitioner, Gordon's Corner Water Company, Inc., respectfully requests that the Board of Public Utilities approve the Municipal Consent and franchise as described herein, and approve the use of GCWC's currently effective tariffs for charges to customers within said franchise areas.

Respectfully submitted,
Saul Ewing Arnstein & Lehr LLP
Attorneys for Petitioner
Gordon's Corner Water Company, Inc.

By: 

Stephen B. Genzer
Shane P. Simon
SAUL EWING ARNSTEIN & LEHR LLP

DATED: June 3, 2022

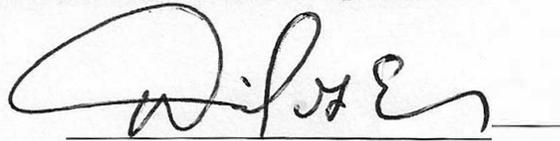
VERIFICATION

1. I am the President of Gordon's Corner Water Company, Inc. ("GCWC"), Petitioner in the foregoing Petition, and in that capacity I am authorized to make this Verification on behalf of GCWC in this matter.

2. I have reviewed the within Petition and exhibits thereto, and the same are true and correct to the best of my knowledge, information and belief.

3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATED: June 1, 2022



David G. Ern

Exhibit A

RESOLUTION NO. 2021-172

**TOWNSHIP OF COLTS NECK RESOLUTION APPROVING AND
ENDORING THE DELIVERY OF PUBLIC WATER SERVICE BY
GORDON'S CORNER WATER COMPANY TO PROPERTY
IDENTIFIED AS BLOCK 22, LOT 18 (F/K/A LOTS 11, 12, 13, AND 14)**

WHEREAS, Colts Neck Township ("Township"), is seeking compliance with its Mount Laurel constitutional obligation to provide its fair share of housing to those families with low and moderate incomes in the Declaratory Judgment Action docketed at MON-L-2234-15 ("DJ Action");

WHEREAS, the Township has agreed to satisfy a portion of its affordable housing obligation through the construction of a multi-family development with up to 360 total units with a 20% affordable housing set-aside ("Project") on real property located at Block 22, Lot 18 (f/k/a Lots 11, 12, 13, and 14) on the Official Tax Map of the Township (the "Project Site");

WHEREAS, the Township entered into two settlement agreements in the DJ Action agreeing to rezone the Subject Property to permit the Project, and to include the Project in the Township's Housing Element and Fair Share Plan, including a settlement agreement with the Project Site owner signed on or about March 19, 2020 ("Agreement");

WHEREAS, the Project Site requires public water service for potable water and fire protection to support the Project;

WHEREAS, in addition to the means provided for within the Agreement, the Project Site owner seeks the Township's approval for delivery of public water service exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, from Gordon's Corner Water Company ("Gordon's Corner"), an existing public water utility regulated by the New Jersey Board of Public Utilities ("NJBP") and the New Jersey Department of Environmental Protection ("NJDEP") with a franchise area in Marlboro Township adjacent to the above referenced Development.

WHEREAS, it is the Township's intent to permit the Project to receive public water service from Gordon's Corner Water Company necessary for construction of the Project, and will take such actions as may be reasonably necessary and legally required to permit said service;

WHEREAS, Gordon's Corner requires a resolution from the Township authorizing the limited expansion of the Gordon's Corner franchise area into Colts Neck Township exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, for the purpose of installing water facilities in public and private streets and right of ways to support the provision of water service to the Project. Schedule A shows the proposed limited franchise area, consisting of: (i) the Project Site; and (ii) the 50' wide School Road East right of way, beginning at the Township's boarder with Marlboro and extending to its intersection with Monmouth County Route 537, which may further extend along the Project Site frontage with Route 537. Schedule B describes that portion of the proposed limited franchise area consisting solely of the Project Site.

NOW THEREFORE, BE IT RESOLVED, that:

- 1) The recitals above are incorporated herein;
- 2) The Township hereby consents and authorizes the limited expansion of the Gordon's Corner franchise area into Colts Neck Township exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, to deliver public water to the Project as shown on Schedule A and described in Schedule B;
- 3) The Township further agrees to promptly take such other necessary and/or legally required actions to permit the limited expansion of the Gordon's Corner franchise area into Colts Neck Township exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to

the greatest extent possible, to deliver public water to the Project, including but not limited to: introducing and adopting ordinance(s) consenting to the expansion of the franchise exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, and the right to use streets for submission and approval to the Board of Public Utilities; grant any easements that may be required, and; process and approve road opening permits that may be necessary and required for Gordon's Corner to deliver public water to the Project;

I, Trina Lindsey, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Township Committee of Colts Neck Township, County of Monmouth, State of New Jersey, at a regular meeting of said Committee on September 8, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Colts Neck Township in the County of Monmouth and the State of New Jersey, on this 8th day of September, 2021.

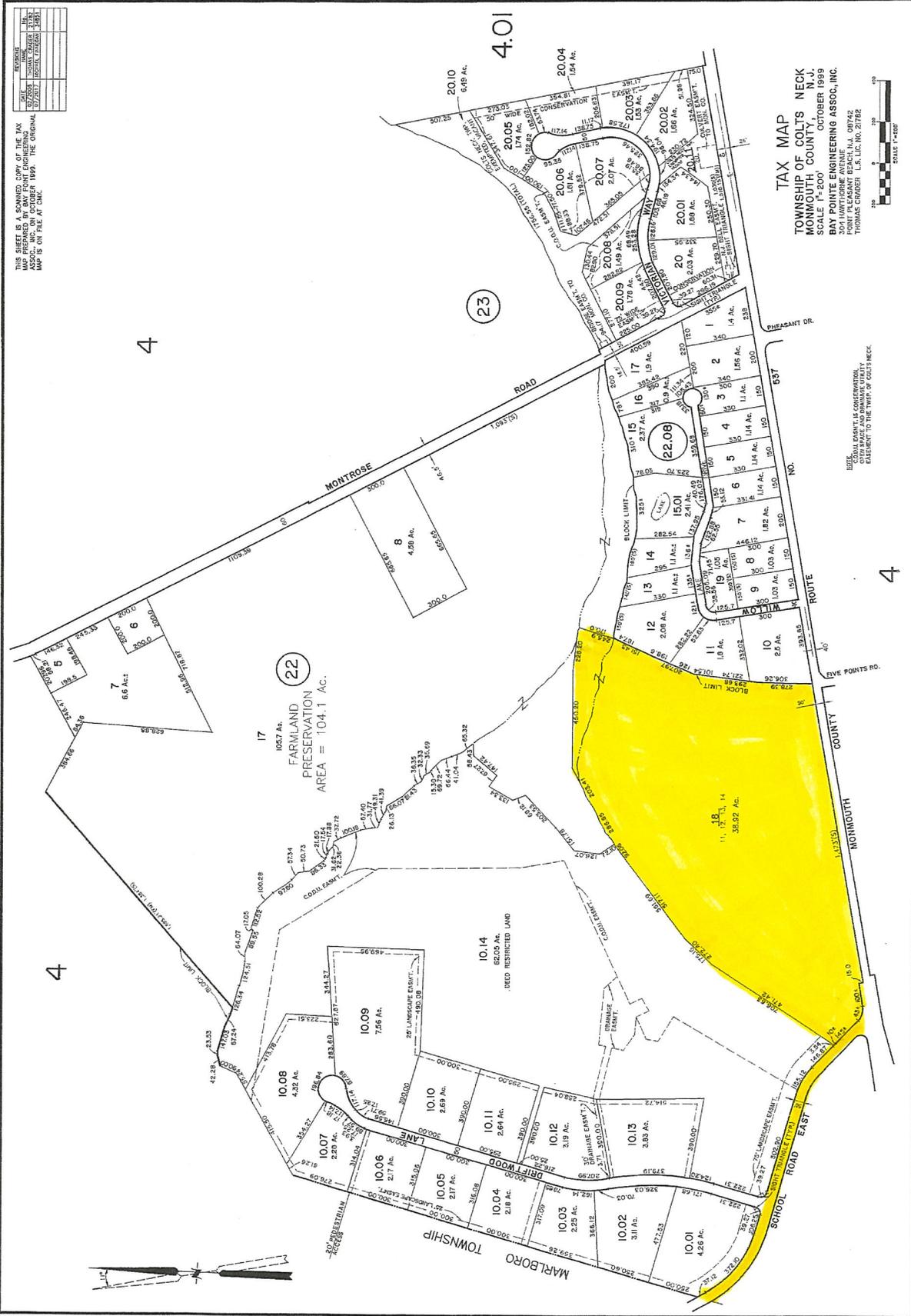
TRINA LINDSEY, RMC
Municipal Clerk

RECORD OF VOTE					
	M S	Yes	No	NV	Ab
Mayor Viola		X			
Deputy Mayor Bartolomeo			X		
Fitzpatrick	S	X			
Torchia Buss	M	X			
Rizzuto			X		
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent					

SCHEDULE "A"

4.04

4.04



Chicago Title Insurance Company

Schedule "B"

DESCRIPTION OF PREMISES

Title No. 600548
Policy No. PROFORMA

ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being in the Township of Colts Neck, County of Monmouth and State of New Jersey. The legal description is:

BEGINNING at a point where the northerly line of Monmouth County Route 537 (a/k/a Freehold-Colts Neck Road, 64.75 foot wide right of way) is intersected by the northeasterly line of School Road East (a/k/a Walling Road, 50 foot wide right of way), said point also being 40 feet northerly measured at right angles from Station 46+50.00 of the base line of aforementioned County Route 537, and from said beginning point; running thence along the northeasterly line of School Road East, the following four (4) courses:

1. North 07 degrees 25 minutes 00 seconds West, a distance of 15.25 feet to a point; thence
2. South 82 degrees 35 minutes 00 seconds West, a distance of 100.92 feet to a point; thence
3. Along a non-tangent curve to the right having a radius of 95.00 feet, a central angle of 26 degrees 35 minutes 07 seconds, and an arc length of 44.08 feet, also bearing a chord of North 57 degrees 35 minutes 53 seconds West, a chord distance of 43.69 feet to a point of tangency;
4. North 44 degrees 18 minutes 19 seconds West, a distance of 149.04 feet to a point, thence; generally along the Saw Mill Brook (a/k/a Yellow Brook), the following eight (8) courses:
 5. North 38 degrees 46 minutes 26 seconds East, a distance of 109.30 feet to a point; thence
 6. North 36 degrees 22 minutes 21 seconds East, a distance of 471.42 feet; thence
 7. North 32 degrees 13 minutes 15 seconds East, a distance 272.40 feet; thence
 8. North 56 degrees 44 minutes 45 seconds East, a distance of 609.19 feet; thence
 9. North 64 degrees 58 minutes 14 seconds East, a distance of 286.85 feet to a point; thence
 10. North 65 degrees 37 minutes 29 seconds East, a distance of 203.41 feet to a point; thence
 11. South 86 degrees 51 minutes 46 seconds East, a distance of 450.20 feet to a point; thence
 12. South 83 degrees 47 minutes 02 seconds East, a distance of 228.20 feet to a point, along the easterly line of the herein described premises, the following five (5) courses:
 13. South 27 degrees 03 minutes 58 seconds West, a distance of 245.90 feet to a point; thence
 14. South 22 degrees 58 minutes 19 seconds West, a distance of 151.43 feet to a point; thence
 15. South 28 degrees 04 minutes 46 seconds West, a distance of 207.97 feet to a point; thence
 16. South 08 degrees 16 minutes 18 seconds West, a distance of 293.68 feet to a point; thence
 17. South 03 degrees 56 minutes 30 seconds West, a distance of 264.09 feet to a point on the aforementioned northerly line of Monmouth County Route 537, thence; along said line, the following (5) course:

Chicago Title Insurance Company

18. South 82 degrees 18 minutes 40 seconds West, a distance of 194.13 feet to an angle point; thence
19. South 73 degrees 38 minutes 25 seconds West, a distance of 101.16 feet to an angle point; thence
20. South 82 degrees 18 minutes 40 seconds West, a distance of 312.72 feet to an angle point; thence
21. South 82 degrees 20 minutes 30 seconds West, a distance of 267.69 feet to an angle point; thence
22. South 82 degrees 35 minutes 00 seconds West, a distance of 693.09 feet to the point and place of BEGINNING.

Said premises being also bounded and described as follows:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Township of Colts Neck, County of Monmouth and State of New Jersey, more particularly described as follows:

BEGINNING at a point where the northerly line of Monmouth County Route 537 (a/k/a Freehold-Colts Neck Road, 64.75-foot wide right of way) is intersected by the northeasterly line of School Road East (a/k/a Walling Road, 50 foot wide right of way), said point also being 40 feet northerly measured at right angles from Station 46+50.00 of the base line of aforementioned County Route 537, and from said beginning point running thence; Along the northeasterly line of School Road East, the following four (4) courses:

1. North 18 degrees 29 minutes 54 seconds West, a distance of 15.25 feet to a point; thence
2. South 71 degrees 30 minutes 06 seconds West, a distance of 100.92 feet to a point; thence
3. Along a non-tangent curve to the right having a radius of 95.00 feet, a central angle of 26 degrees 35 minutes 07 seconds, and an arc length of 44.08 feet, also bearing a chord of North 68 degrees 40 minutes 47 seconds West, a chord distance of 43.69 feet to a point of tangency; thence
4. North 55 degrees 23 minutes 14 seconds West, a distance of 149.04 feet to a point; thence generally along the Saw Mill Brook (a/k/a Yellow Brook), the following eight (8) courses:
5. North 27 degrees 41 minutes 32 seconds East, a distance of 109.30 feet to a point; thence
6. North 25 degrees 17 minutes 27 seconds East, a distance of 471.42 feet; thence
7. North 21 degrees 08 minutes 21 seconds East, a distance 272.40 feet; thence
8. North 45 degrees 39 minutes 51 seconds East, a distance of 609.19 feet; thence
9. North 53 degrees 53 minutes 20 seconds East, a distance of 286.85 feet to a point; thence
10. North 54 degrees 32 minutes 35 seconds East, a distance of 203.41 feet to a point; thence
11. North 82 degrees 03 minutes 20 seconds East, a distance of 450.20 feet to a point; thence
12. North 85 degrees 08 minutes 04 seconds East, a distance of 228.20 feet to a point; thence along the easterly line of the herein described premises, the following five (5) courses:

Chicago Title Insurance Company

13. South 15 degrees 59 minutes 04 seconds West, a distance of 245.90 feet to a point; thence
14. South 11 degrees 53 minutes 25 seconds West, a distance of 151.43 feet to a point; thence
15. South 16 degrees 59 minutes 52 seconds West, a distance of 207.97 feet to a point; thence
16. South 02 degrees 48 minutes 36 seconds East, a distance of 293.68 feet to a point; thence
17. South 07 degrees 08 minutes 24 seconds East, a distance of 264.09 feet to a point on the aforementioned northerly line of Monmouth County Route 537; thence along said line, the following (5) courses:
18. South 71 degrees 13 minutes 46 seconds West, a distance of 194.13 feet to an angle point; thence
19. South 62 degrees 33 minutes 31 seconds West, a distance of 101.16 feet to an angle point; thence
20. South 71 degrees 13 minutes 46 seconds West, a distance of 312.72 feet to an angle point; thence
21. South 71 degrees 15 minutes 36 seconds West, a distance of 267.69 feet to an angle point; thence
22. South 71 degrees 30 minutes 06 seconds West, a distance of 693.09 feet to the point and place of BEGINNING.

For Information Only: Said premises are known as 302 Route 537 West, Colts Neck , NJ 07722 and designated as Block 22 Lot 18 as shown on the Tax Map of the Township of Colts Neck, County of Monmouth.

Exhibit B

RESOLUTION NO. 2021-171

**TOWNSHIP OF COLTS NECK RESOLUTION APPROVING THE
EXECUTION OF THE AMENDMENT TO THE SETTLEMENT
AGREEMENT WITH COLTS NECK BUILDING ASSOCIATES, LLC TO
PROVIDE FOR THE DELIVERY OF PUBLIC WATER SERVICE BY
GORDON'S CORNER WATER COMPANY TO PROPERTY
IDENTIFIED AS BLOCK 22, LOT 18 (F/K/A LOTS 11, 12, 13, AND 14)
AND CONSENTING TO SEWERAGE TREATMENT BY AN ONSITE
PACKAGE TREATMENT PLANT**

WHEREAS, Colts Neck Township ("Township"), is seeking compliance with its Mount Laurel constitutional obligation to provide its fair share of housing to those families with low and moderate incomes in the Declaratory Judgment Action docketed at MON-L-2234-15 ("DJ Action"); and

WHEREAS, the Township has agreed to satisfy a portion of its affordable housing obligation through the construction of a multi-family development on real property located at Block 22, Lot 18 (f/k/a Lots 11, 12, 13, and 14) on the Official Tax Map of the Township (the "Project Site"), which Project Site is owned by Colts Neck Building Associates, LLC ("CNBA"); and

WHEREAS, the Township entered into a settlement agreement with CNBA dated March 19, 2020 ("Settlement Agreement"), wherein the Township agreed that its Affordable Housing Plan will include the Project Site, which will be developed at a density that will permit a total of up to three hundred sixty (360) residential units, two hundred eighty-eight (288) to be market rate units, and a twenty percent (20%) affordable housing set-aside equating to seventy-two (72) multi-family rental units affordable to very low, low and moderate income households (hereinafter the "Project"); and

WHEREAS, the Project requires public water service for potable water and fire protection to support the Project; and

WHEREAS, in addition to the means provided for within the Settlement Agreement, CNBA seeks sanitary sewer service via an on-site treatment plant, as well as delivery of public water service to the Project from Gordon's Corner Water Company ("Gordon's Corner"), an existing public water utility regulated by the New Jersey Board of Public Utilities ("NJBP") and the New Jersey Department of Environmental Protection ("NJDEP") with a franchise area in Marlboro Township adjacent to the Project; and

WHEREAS, it is the Township's intent to permit the Project to receive public water service from Gordon's Corner Water Company necessary for construction of the Project, and will take such actions as may be reasonably necessary and legally required to permit said service; and

WHEREAS, the Township acknowledges, consents, and supports the Developer's pursuit of sewerage treatment by an onsite package treatment plant, and will take such actions required to support and facilitate approvals;

WHEREAS, the Township has adopted a Resolution concurrently with this Resolution in order to consent and authorize the limited expansion of the Gordon's Corner franchise area into the Township exclusively to the Project Site and solely for the Project by virtue of a water service line, the diameter of which shall be minimized to the greatest extent possible, to deliver public water to the Project; and

WHEREAS, the Parties wish to enter into an Amendment to the Settlement Agreement in substantially the form attached as Exhibit A, setting forth the terms, conditions, responsibilities and obligations of the Parties, and to seek the Court's approval of this Agreement.

NOW THEREFORE, BE IT RESOLVED, that:

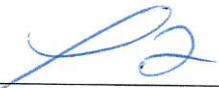
- 1) The recitals above are incorporated herein.
- 2) The Mayor and/or his designee are hereby authorized and directed to execute the

Amendment to the Settlement Agreement between the Township and Colts Neck Building Associates, LLC, in substantially the form attached as Exhibit A.

- 3) The Mayor, his designee, and the Township’s professionals, employees, and agents are hereby authorized and directed to take any and all actions necessary to effectuate the Amendment to the Settlement Agreement.
- 4) The Township, through its attorneys, are hereby authorized and directed to seek the Court’s approval of the Amendment to the Settlement Agreement.

I, Trina Lindsey, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Township Committee of Colts Neck Township, County of Monmouth, State of New Jersey, at a regular meeting of said Committee on September 8, 2021.

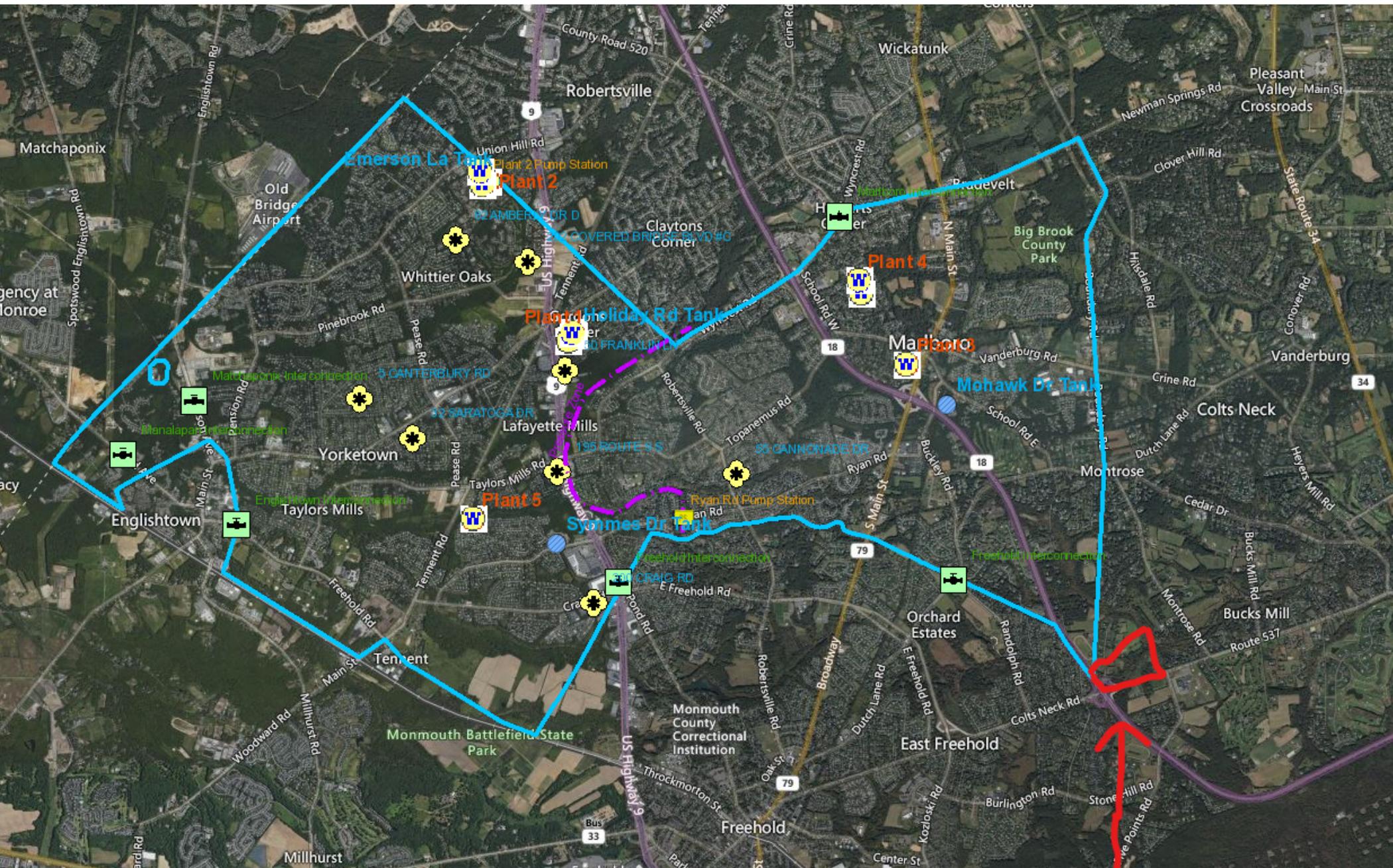
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Colts Neck Township in the County of Monmouth and the State of New Jersey, on this 8th day of September, 2021.



 TRINA LINDSEY, RMC
 Municipal Clerk

RECORD OF VOTE						
	M	S	Yes	No	NV	Ab
Mayor Viola			X			
Deputy Mayor Bartolomeo				X		
Fitzpatrick	M		X			
Torchia Buss		S	X			
Rizzuto				X		
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent						

Exhibit C



NEW FRANCHISE
AREA