



Agenda Date: 11/19/18
Agenda Item: 5B

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE MERGER OF)	DECISION AND ORDER
SUEZ WATER NEW JERSEY INC.,)	APPROVING STIPULATION
SUEZ WATER TOMS RIVER INC.,)	OF SETTLEMENT
SUEZ WATER ARLINGTON HILLS INC.,)	
SUEZ WATER WEST MILFORD INC.,)	
SUEZ WATER PRINCETON MEADOWS INC., and)	
SUEZ WATER MATCHAPONIX INC.)	DOCKET NO. WM18030266

Parties of Record:

Stephen B. Genzer, Esq., Saul Ewing Arnstein & Lehr LLP, on behalf of Joint Petitioners
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:¹

On March 15, 2018, SUEZ Water New Jersey, Inc. ("SWNJ"), SUEZ Water Toms River, Inc. ("SWTR"), SUEZ Water Arlington Hills, Inc. ("SWAH"), SUEZ Water West Milford, Inc. ("SWWM"), SUEZ Water Princeton Meadows, Inc. ("SWPM") and SUEZ Water Matchaponix, Inc. ("SWM") (collectively, "Joint Petitioners" or "Companies"), each a public utility corporation of the State of New Jersey, filed a joint petition with the New Jersey Board of Public Utilities ("Board"), pursuant to N.J.S.A. 48:2-51.1, N.J.A.C. 14:1-5.10, N.J.A.C. 14:1-5.11, N.J.A.C. 14:1-5.14 and related statutes and regulations, seeking approval of a consolidation of the Companies through a corporate reorganization or merger intended to combine the Companies into SWNJ, which will remain a wholly-owned subsidiary of SUEZ Water Resources, Inc., a Delaware corporation.

By letter dated June 1, 2018, the Companies amended the joint petition to seek approval of a Money Pool Agreement (attached as Exhibit H to the amended joint petition), and an Affiliated Sector Agreement (attached as Exhibit 1 to amended joint petition). The Joint Petitioners are requesting approval of the Money Pool Agreement pursuant to N.J.S.A. 48:3-7.2. The Joint Petitioners indicate the following entities will be parties to the Money Pool Agreement: SUEZ

¹ Commissioner Robert M. Gordon recused himself due to a potential conflict of interest and as such took no part in the discussion of this matter.

Water New York, Inc., SUEZ Water Westchester, Inc., SUEZ Water Idaho, Inc., SUEZ Water Pennsylvania, Inc., SUEZ Water Delaware, Inc., SUEZ Water Rhode Island, Inc., SUEZ Water Owego-Nicholas, Inc., SUEZ Water Bethel, Inc., SUEZ Water South County Sewer, Inc., SUEZ Water Sewer Services, Inc., SUEZ Water Operations, Inc., SUEZ Water Resources, Inc., and Corwick Realty Corporation ("Participants").² Under the terms of the Money Pool Agreement, each Participant will deposit all of its receivables into a centralized bank account ("Money Pool"), which will be administered by SUEZ Water Management and Services, Inc. ("SWM&S") acting as the Administrative Agent. The Joint Petitioners represent the Money Pool disbursements are not intended to be loans and will not be charged interest.

Pursuant to N.J.S.A. 48:3-7.1, the Joint Petitioners are also requesting approval of an Affiliated Sector Agreement. The following entities will be parties to the Affiliated Sector Agreement: SUEZ Water New York Inc., SUEZ Water Westchester, Inc., SUEZ Water Idaho, Inc., SUEZ Water Pennsylvania, Inc., SUEZ Water Delaware Inc., SUEZ Water Rhode Island, Inc., SUEZ Water Owego-Nicholas, Inc., SUEZ Water Bethel, Inc., SUEZ Water South County Sewer, Inc., SUEZ Water Sewer Services, Inc., SUEZ Water Operations, Inc. and Corwick Realty Corporation. The purpose of the Affiliated Sector Agreement is to allow the officers and employees of the participating entities to provide certain operations and management support services to each other. The Joint Petitioners represent that the Affiliated Sector Agreement is not duplicative of the services provided by SWM&S, and instead will be a complement to those services.

The Parties in this proceeding are SWNJ, SWTR, SWAH, SWWM, SWPM, SWM, the New Jersey Division of Rate Counsel ("Rate Counsel") and Board Staff.

THE PROPOSED MERGER

The Joint Petitioners are all currently direct subsidiaries of SUEZ Water Resources Inc., and will cease to exist as independent corporate entities, with SWNJ being the remaining utility in New Jersey operating all of the various systems of the Joint Petitioners.

SWNJ is engaged in the business of collecting, treating and distributing water for retail service to customers located in the northern and western portions of the State. SWNJ serves approximately 203,000 customers located in portions of Bergen, Hudson, Passaic, Morris, Hunterdon and Sussex Counties. SWNJ also supplies water service to municipalities, including the Township of Saddle Brook, the Boroughs of Fairlawn, Saddle River, Allendale, Mahwah, Ramsey and the Village of Ridgewood.

SWTR is engaged in the business of collecting, treating and distributing water for retail service to approximately 50,000 customers located in the central portion of Ocean County, specifically in the municipalities of Toms River Township (formerly known as Dover Township), the Borough of South Toms River, a portion of Berkeley Township and seven customers in a small portion of Brick Township. SWTR also serves a small portion of Colts Neck Township located in Monmouth County.

² All of the proposed participants in the Money Pool Agreement are regulated public utilities with the exception of SWR, SUEZ Water Sewer Services, Inc., SUEZ Water Operations Inc., and Corwick Realty Corporation.

SWAH is engaged in the business of collecting, treating and disposing of wastewater for retail service to approximately 600 residential customers and approximately 24 commercial customers located in the Borough of Mount Arlington, Morris County, and one commercial customer located in Roxbury Township, Morris County.

SWWM is engaged in the business of collecting, treating and disposing of wastewater for retail service to approximately 500 residential customers and approximately 12 commercial customers located in the Township of West Milford in Passaic County.

SWPM is engaged in the business of collecting, treating and disposing of wastewater for retail service to approximately 3,500 residential customers in a portion of the Township of Plainsboro in Middlesex County.

SWM is engaged in the business of providing bulk water sales to five water purveyors in western Monmouth County.

SWNJ (formerly known as United Water New Jersey and Hackensack Water Company), has operated in the State of New Jersey for over 148 years. The Joint Petitioners are all members of the SUEZ family of companies and the Companies indicate that many functions are already centralized to ensure consistency and reduce costs.

The Joint Petitioners assert that the proposed reorganization is in the public interest and satisfies both the "no harm" standard contained in N.J.S.A. 48:2-51.1, and the "positive benefits" standard under N.J.A.C. 14:1-5.14(c).

The Joint Petitioners further state that the proposed merger will promote the public interest and result in the following positive benefits:

1. The need to comply with increasingly stringent water quality and environmental standards has created substantial demands for capital investment for water and wastewater utilities. The financial resources and backing of SWNJ will be a benefit to all customers in the replacement of infrastructure and compliance with the Safe Drinking Water Act.
2. SWNJ's size and scale enable the Company to address the water needs of all customers in the SUEZ System.
3. The customers of the Joint Petitioners will benefit from becoming part of SWNJ, a substantially larger water company, regulated by the Board. These customers will receive the benefits of industry standard best practices in the areas of planning, research, environmental compliance, water quality, customer service, finance, risk management, operations and service delivery and management.
4. After approval of the proposed Merger, all customers will have access to SWNJ's customer service call center to resolve any customer service issues that may arise.

STIPULATION OF SETTLEMENT

Following discovery and settlement discussions, on October 31, 2018, SWNJ, SWTR, SWAH, SWWM, SWPM, SWM, Rate Counsel and Board Staff (collectively "Parties"), entered into a Stipulation of Settlement ("Stipulation") that resolved all issues that emanated during the course of this proceeding.

The Stipulation³ provides that the record supports the findings and conclusions that the proposed consolidation will not adversely impact competition, rates, employees or the provision of safe, adequate and proper utility service at just and reasonable rates and that positive benefits will accrue to customers and the State of New Jersey. The Parties have agreed on the following terms:

IMPACT ON COMPETITION

The proposed merger will not adversely impact competition because the proposed merger will not result in either an increase or decrease of SUEZ utility operations in New Jersey. The Joint Petitioners do not compete with each other at the present time and will not compete with each other following the merger. Each of the Joint Petitioners will continue to provide service to customers located throughout its current franchise area, with no change in the operational footprint of each of the Joint Petitioners.

IMPACT ON RATES

The proposed merger will not have an adverse impact on the rates charged by the Joint Petitioners because each of the Joint Petitioners will continue to operate under its current Board approved rates and rate structures until such time as such tariffs and rates structures are revised in accordance with New Jersey law.

IMPACT ON EMPLOYEES

The proposed merger will not have an adverse impact on the employees of the Joint Petitioners. There will be no change in the day-to-day operations of the management or operations of the Joint Petitioners and there will be no workforce reductions as a result of the proposed merger. The proposed merger will not affect existing collective bargaining agreements.

SPECIFIC BENEFITS TO CUSTOMERS OF THE JOINT PETITIONERS

The proposed merger will not have an adverse impact on the continued provision by SWNJ of safe, adequate and proper utility service at just and reasonable rates. SWNJ will continue to adhere to all tariff provisions and continue to fulfill its customer and regulatory obligations following completion of the consolidation. SWNJ will remain subject to all applicable laws, regulations, rules, decisions and orders governing the regulation of New Jersey public utilities.

³ Although described in this Order at some length, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions in this Order.

The proposed merger will result in positive benefits to customers and the State of New Jersey. The Joint Petitioners state that the consolidation will allow needed system investments to be made in a more efficient and equitable manner as such costs will be shared by a larger customer base, thereby helping to minimize costs to any one group of customers or individual system. Joint Petitioners state that the consolidation will ultimately result in fewer individual base rate cases, which should result in cost savings to customers.

THE MONEY POOL AGREEMENT

The Joint Petitioners also requested Board approval of a Money Pool Agreement pursuant to N.J.S.A. 48:3-7.2. The Parties recommend that the Board approve the Money Pool Agreement subject to the following conditions:

- a. Only the entities listed in the Money Pool Agreement may participate in the Money Pool. Only regulated public utilities may borrow from the Money Pool (i.e., withdraw funds in excess of the amount deposited by the entity in the Money Pool).
- b. All Money Pool participants that are rated by the major credit rating agencies shall have investment-grade credit ratings. In the event that a Money Pool participant receives a credit downgrade to below investment grade, SWNJ must notify the Board Secretary within seven days, including the submission of a remedial plan.
- c. The Joint Petitioners shall not make any bank borrowings or issue commercial paper for the sole purpose of lending the proceeds to the Money Pool.
- d. On an annual basis, the Joint Petitioners will provide a general report to the Board Secretary indicating how much each money pool participant has deposited in the Money Pool and how much each participant has withdrawn from the Money Pool.
- e. The Joint Petitioners shall render Money Pool related decisions based on the best interests of customers.
- f. The Joint Petitioners shall not borrow from the Money Pool for a period greater of 364 consecutive days.
- g. The proceeds of the Money Pools shall be used only for the regulated activities of the Joint Petitioners.
- h. The Joint Petitioners shall deposit all cash receipts from business operations in the Money Pool, which shall be balanced monthly.
- i. Nothing in this Stipulation authorizes rate recovery, which shall be address in a base rate case.
- j. No new participants shall be added to, nor shall any current participants be removed from, the Money pool unless approved by the Board.

- k. SWNJ is obligated to utilize a prudent and cost-effective capital structure and mix of capital to finance its utility operations at the lowest reasonable cost.

AFFILIATED SECTOR AGREEMENT

The Joint Petitioners requested Board approval of an Affiliated Sector Agreement pursuant to N.J.S.A. 48:3-7.1. The Parties have reviewed the Affiliated Sector Agreement and agree that approval of the Affiliated Sector Agreement is in the public interest in that it will allow the Joint Petitioners to obtain needed services at reasonable cost, from individuals who are familiar with the Joint Petitioners, their systems and processes. The Parties recommend that the Board authorize the Joint Petitioners to execute the Affiliated Services Agreement.

OTHER ISSUES

The Joint Petitioners shall maintain the Core Management Team positions that provide day-to-day operations in each of the New Jersey operating service territories, and there shall be no reductions to the number of Core Management Team positions as a result of this consolidation prior to the filing of SWNJ's next base case (i.e., the next base rate request filed after the conclusion of the pending base rate request in BPU Docket No. WR18050593).

The Parties have discussed customer service matters and are requesting Board approval of the proposed consolidation subject to the following conditions, which are positive benefits to customers and the State of New Jersey:

- a) A walk-in call center located in Hackensack, New Jersey will be maintained until at least the filing of SWNJ's next base rate case (i.e., the next base rate request filed after the conclusion of the pending base rate request in BPU Docket No. WR18050593). The Joint Petitioners state they presently have no plans to move the call center.
- b) The Joint Petitioners agree to include information regarding the percentage of abandoned calls and the average speed of answer in each of its reports filed with the Board, pursuant to N.J.A.C. 14:3-6.8. SWNJ further agrees to provide a copy of this report to the Division of Rate Counsel.
- c) Going forward, the Parties agree to discuss the process used to identify customers with a medical emergency and to ensure that SWNJ's medical emergency identification and notice process complies with the requirements of N.J.A.C. 14:3-3A.2(i).
- d) The SUEZ Cares Program, or a similarly equivalent program, will be maintained.

DISCUSSION AND FINDINGS

N.J.S.A. 48:2-51.1 requires Board approval of the proposed merger, reorganization, or restructuring. Consistent with N.J.S.A. 48:2-51.1, N.J.A.C. 14:1-5.14(c) provides that the Board

“shall not approve a merger, consolidation, acquisition and/or change in control unless it is satisfied that positive benefits will flow to customers and the State of New Jersey and, at a minimum, that there are no adverse impacts on [competition, rates, the employees of the affected public utility, and on the provision of safe and adequate utility service at just and reasonable rates].”

In addition, under N.J.S.A. 48:3-10, Board approval is required prior to making a transfer of stock to a corporation that would vest control in such corporation of a majority interest in the capital stock of the public utility.

In this matter, the remainder of the Joint Petitioners will cease to exist, but their assets, operations and activities will be subsumed within SWNJ. This will result in SWNJ becoming the remaining operating SUEZ Board-regulated public utility in New Jersey with the same parent as that of each of the Joint Petitioners. As indicated by the Joint Petitioners, the merger will also result in several positive benefits to customers and the State of New Jersey, including necessary system investments to be made in a more efficient and equitable manner, that will be shared by a larger customer base, thereby helping to minimize costs to any one group of customers or individual system. In addition, the consolidation will ultimately result in fewer individual base rate cases which would provide an additional benefit to ratepayers.

Accordingly, the Board, having reviewed the joint petition and the entire record, **HEREBY FINDS** that the merger and Stipulation among the Parties is reasonable, in the public interest and in accordance with the law. Accordingly, the Board **HEREBY APPROVES** the Stipulation attached hereto, as its own, incorporating by reference the terms and conditions of the Stipulation, as if fully set forth at length herein.

The Board **HEREBY APPROVES** the proposed merger of SWTR, SWAH, SWWM, SWPM and SWM into SWNJ as more fully described in the Petition. Having considered the magnitude of the transaction, the Board **HEREBY FINDS** that the proposed merger is in the public interest subject to the following conditions:

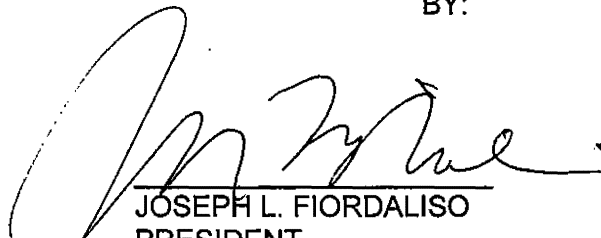
1. This Order is based upon the specific and particular facts of the Merger and shall not have precedential value in future transactions that may come before the Board and shall not be relied on as such.
2. This Order shall not affect or in any way limit the exercise of the authority of the Board, or of the State, in any future petition, or in any proceeding with respect to rates, franchises, service, financing, accounting, capitalization, depreciation or in any matters affecting SWNJ.
3. This Order shall not be construed as directly or indirectly fixing for any purposes whatsoever any value of any tangible or intangible assets or liabilities now owned or hereafter to be owned by SWNJ.
4. Within 30 days of the date of the closing, the Joint Petitioners shall file with the Board proof of the closing, net transaction costs, and final journal entries along with a detailed calculation of all expenses related to the proposed merger.

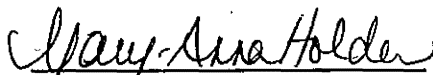
5. Within 10 days of the date of the closing, SWNJ shall submit any revised tariff pages that may be necessary as a result of the proposed merger.

This Order shall be effective on November 29, 2018.

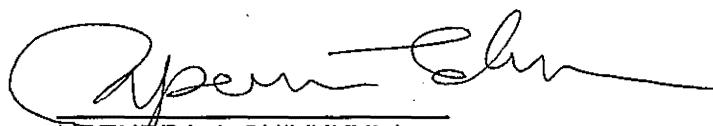
DATE: 11/19/18


BOARD OF PUBLIC UTILITIES
BY:


JOSEPH L. FIORDALISO
PRESIDENT


MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
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 MERGER OF SUEZ WATER NEW JERSEY, INC., SUEZ WATER
TOMS RIVER, INC., SUEZ WATER ARLINGTON HILLS, INC., SUEZ WATER WEST
MILFORD, INC., SUEZ WATER PRINCETON MEADOWS INC., AND SUEZ WATER
MATCHAPONIX, INC.

DOCKET NO. WM18030266

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

**In the Matter of the Merger of
SUEZ Water New Jersey Inc.,
SUEZ Water Toms River Inc.,
SUEZ Water Arlington Hills Inc.,
SUEZ Water West Milford Inc.,
SUEZ Water Princeton Meadows Inc.,
And SUEZ Water Matchaponix Inc.**

BPU Docket No. WM18030266

STIPULATION OF SETTLEMENT

APPEARANCES:

Stephen B. Genzer and Colleen A. Foley, Saul Ewing Arnstein & Lehr LLP, and Kelly Ruggiero, Senior Corporate Counsel, SUEZ North America Inc., on behalf of the Joint Petitioners,

Renee Greenberg and Timothy Oberleiton, Deputy Attorneys General (Gurbir S. Grewal, Attorney General of New Jersey), on behalf of the Staff of the Board of Public Utilities, and

Debra F. Robinson, Esq., Deputy Rate Counsel, and Christine Juarez, Esq., Assistant Deputy Rate Counsel, on behalf of the Division of Rate Counsel.

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

The parties in this proceeding include SUEZ Water New Jersey Inc. ("SWNJ"), SUEZ Water Toms River Inc. ("SWTR"), SUEZ Water Arlington Hills Inc. ("SWAH"), SUEZ Water West Milford Inc. ("SWWM"), SUEZ Water Princeton Meadows Inc. ("SWPM"), and SUEZ Water Matchaponix Inc. ("SWM") ("Joint Petitioners" or the "SUEZ Companies"), the Division of Rate Counsel ("Rate Counsel"), and Staff of the Board of Public Utilities ("Staff").

As a result of an analysis of the Joint Petitioners' Verified Joint Petition and exhibits, extensive discovery, and settlement discussions, Joint Petitioners, Staff, and Rate

Counsel (collectively, the "Parties") have come to an agreement on all of the issues in dispute in this matter.

PROCEDURAL HISTORY

1. On March 15, 2018, Joint Petitioners, each a public utility corporation of the State of New Jersey engaged in the business of collecting, treating and distributing water and/or wastewater service to customers, filed with the Board of Public Utilities (the "Board") a Joint Petition pursuant to N.J.S.A. 48:2-51.1 and other related provisions to combine the SUEZ Companies into a single entity, SWNJ. As a result of the proposed consolidation, SWNJ will maintain and operate all of the SUEZ Companies' various public utility systems in New Jersey. Each of the SUEZ Companies is presently a direct, wholly-owned subsidiary of SUEZ Water Resources Inc. ("SWR"). SWNJ will remain a direct wholly-owned subsidiary of SWR following consummation of the consolidation described in the Joint Petition.

2. By letter dated June 1, 2018, the SUEZ Companies amended the Joint Petition to seek approval of a Money Pool Agreement (a copy of which was provided as Exhibit H to the amended Joint Petition), and an Affiliated Sector Agreement (a copy of which was provided as Exhibit I to the Joint Petition). Specifically, the Joint Petitioners requested approval of the Money Pool Agreement pursuant to N.J.S.A. 48:3-7.2. In addition to the Joint Petitioners, the following entities will be Parties to the Money Pool Agreement: SUEZ Water New York Inc., SUEZ Water Westchester Inc., SUEZ Water Idaho Inc., SUEZ Water Pennsylvania Inc., SUEZ Water Delaware Inc., SUEZ Water Rhode Island Inc., SUEZ Water Owego-Nichols Inc., SUEZ Water Bethel Inc., SUEZ Water South County Sewer Inc., SUEZ Water Sewer Services Inc., SUEZ Water Operations Inc., SUEZ Water Resources Inc., and Corwick Realty Corporation (the

“Participants”).¹ Under the terms of the Money Pool Agreement, each Participant will deposit all of its receivables into a centralized bank account (the “Money Pool”) which will be administered by SUEZ Water Management and Services Inc. (“SWM&S”) acting as the Administrative Agent. The Money Pool disbursements are not intended to be loans and will not be charged interest.

3. Pursuant to N.J.S.A. 48:3-7.1, the Joint Petitioners also requested approval of an Affiliated Sector Agreement. In addition to the Joint Petitioners, the following entities will be parties to the Agreement: SUEZ Water New York Inc., SUEZ Water Westchester Inc., SUEZ Water Idaho Inc., SUEZ Water Pennsylvania Inc., SUEZ Water Delaware Inc., SUEZ Water Rhode Island Inc., SUEZ Water Owego-Nichols Inc., SUEZ Water Bethel Inc., SUEZ Water South County Sewer Inc., SUEZ Water Sewer Services Inc., SUEZ Water Operations Inc., and Corwick Realty Corporation. The purpose of the Affiliated Sector Agreement is to allow the officers and employees of the participating entities to provide certain operational and management support services to each other. The Affiliated Sector Agreement is not duplicative of the services provided by SWM&S, and indeed will be a complement to those services.

SETTLEMENT PROVISIONS

4. Detailed settlement discussions have been held, and the agreements reached during those discussions have resulted in the provisions included in this Stipulation of Settlement. For the reasons set forth in the following paragraphs, the Parties agree that the record herein supports the findings and conclusions that the proposed consolidation will not adversely impact competition, rates, employees or the provision of safe, adequate and proper utility service at just and reasonable rates, and that positive benefits will accrue to customers and the State of New Jersey. The Parties therefore agree the Board should find:

¹ All of the proposed participants in the Money Pool Agreement are regulated public utilities with the exception of SWR, SUEZ Water Sewer Services Inc., SUEZ Water Operations Inc., and Corwick Realty Corporation.

a. The proposed consolidation will not adversely impact competition because the combination of the SUEZ Companies will not result in either an increase or decrease in utility operations in New Jersey. The SUEZ Companies do not compete with each other at the present time, and will not compete with each other following the consolidation. Instead, the combined SUEZ Companies will continue to provide service to customers located throughout the current franchise areas, with no change in the operational footprint of the SUEZ Companies.

b. The proposed consolidation will not have an adverse impact on the rates charged by the SUEZ Companies as rates will not change or increase as a result of the proposed consolidation. Instead, SWNJ will provide service to customers located in the SUEZ Companies' service territories under their current Board-approved tariffs and rate structures, until such tariffs and rate structures are revised in accordance with New Jersey law.

c. The proposed consolidation will not have an adverse impact on the employees of the SUEZ Companies. There will be no changes in the day-to-day operations or management of the SUEZ Companies, or workforce reductions as a result of the proposed consolidation. In addition, the proposed consolidation will not affect existing collective bargaining agreements.

d. The proposed consolidation will not have an adverse impact on the continued provision by SWNJ of safe, adequate and proper utility service at just and reasonable rates. SWNJ will continue to adhere to all tariff provisions and continue to fulfill its customer and regulatory obligations following completion of the consolidation. Moreover, the Board's powers and jurisdiction with respect to the SUEZ Companies will remain unchanged. SWNJ will remain subject to all applicable laws, regulations, rules, decisions, and orders governing the regulation of New Jersey public utilities.

e. The proposed consolidation will result in positive benefits to customers and the State of New Jersey. Joint Petitioners state that the consolidation will allow needed system investments to be made in a more efficient and equitable manner as such costs will be shared by a larger customer base, thereby helping to minimize costs to any one group of customers or individual system. Joint Petitioners also note that the consolidation will ultimately result in fewer individual base rate cases which should result in costs savings to customers, and greater administrative efficiency for the Board. Further, the Parties to this Stipulation of Settlement have agreed to a series of conditions which, together with the benefits previously described by the Joint Petitioners, demonstrate that there will be positive benefits to customers and the State of New Jersey.

5. The Joint Petitioners also sought review and approval of the proposed consolidation, to the extent deemed necessary by the Board, pursuant to N.J.A.C. 14:1-5.10. The Parties agree that the proposed consolidation is in the public interest and should be approved as described in greater detail in the Joint Petition.

6. The Joint Petitioners requested Board approval of a Money Pool Agreement pursuant to N.J.S.A. 48:3-7.2. The Parties recommend approval of the Money Pool Agreement by the Board, with the following conditions:

a. Only the entities listed in the Money Pool Agreement may participate in the Money Pool. Only regulated public utilities may borrow from the Money Pool (i.e., withdraw funds in excess of the amount deposited by that entity in the Money Pool).

b. All Money Pool participants that are rated by the major credit rating agencies shall have investment-grade credit ratings. In the event a Money Pool participant

receives a credit downgrade to below investment grade, SWNJ must notify the Board Secretary within seven days, including the submission of a remedial plan.

c. The Joint Petitioners shall not make any bank borrowings or issue commercial paper for the sole purpose of lending the proceeds to the Money Pool.

d. On an annual basis, the Joint Petitioners will provide a general report to the Board Secretary indicating how much each Money Pool participant has deposited in the Money Pool and how much each participant has withdrawn from the Money Pool. The report shall include the interest rate imposed for borrowing from the Money Pool, and the prevailing market rates for similarly situated utilities. A copy of the annual report shall also be provided to Rate Counsel.

e. The Joint Petitioners shall render Money Pool-related decisions based on the best interest of customers.

f. The Joint Petitioners shall not borrow any sum from the Money Pool for a period greater than 364 consecutive days.

g. The proceeds from Money Pool borrowings shall be used only for the regulated activities of the Joint Petitioners.

h. The Joint Petitioners shall deposit all cash receipts from business operations in the Money Pool, which shall be balanced monthly.

i. Nothing in this Stipulation of Settlement authorizes rate recovery, which shall be addressed in a base rate case.

j. No new participants shall be added to, nor any current participants removed from, the Money Pool unless approved by the Board.

k. The Company is obligated to utilize a prudent and cost-effective capital structure and mix of capital to finance its utility operations at the lowest reasonable cost.

7. The Joint Petitioners requested Board approval of an Affiliated Sector Agreement pursuant to N.J.S.A. 48:3-7.1. The Parties have reviewed the Affiliates Sector Agreement and agree that approval of the Affiliated Sector Agreement is in the public interest in that it will allow the Joint Petitioners to obtain needed services at reasonable cost, from individuals who are familiar with the Joint Petitioners, their systems and processes. The Parties recommend that the Board authorize the Joint Petitioners to execute the Affiliated Sector Agreement.

8. The Joint Petitioners shall maintain the Core Management Team positions that provide day-to-day operations in each of the New Jersey operating service territories, and further agree there shall be no reductions to the number of Core Management Team positions as a result of this consolidation prior to the filing of SWNJ's next base case (i.e., the next base rate request filed after the conclusion of the pending base rate request in BPU Docket No. WR18050593).

9. The Parties have discussed customer service matters and recommend that the Board approve the proposed consolidation subject to the following conditions, which are positive benefits to customers and the State of New Jersey:

a. The Joint Petitioners agree to maintain the location of the call center in Hackensack, New Jersey until at least the filing of SWNJ's next base rate case (i.e., the next base rate request filed after the conclusion of the pending base rate request in BPU Docket No. WR18050593). The Joint Petitioners state they presently have no plans to move the call center.

b. The Joint Petitioners agree to include information regarding SWNJ's percentage of abandoned calls and the average speed of answer in each of its reports filed with

the Board pursuant to N.J.A.C. 14:3-6.8. The Joint Petitioners further agree to provide a copy of this report to Rate Counsel.

c. Going forward, the Parties agree to discuss the process used to identify customers with a medical emergency and to ensure that SWNJ's medical emergency identification and notice process complies with the requirements of N.J.A.C. 14:3-3A.2(i).

d. The Joint Petitioners commit to maintaining the SUEZ Cares program, or a similarly equivalent program.

10. This Stipulation is the product of extensive negotiations by the Parties, 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 Parties to this Stipulation that this settlement, once accepted and approved by the Board, shall govern all issues specified and agreed to herein. The Parties to this Stipulation specifically agree that if adopted in its entirety by the Board, no appeal shall be taken by them from the order adopting same as to those issues upon which the Parties have stipulated herein. The Parties agree that the within Stipulation reflects mutual balancing of various issues and positions, and is intended to be accepted and approved in its entirety. Each term is vital to this Stipulation as a whole, since the Parties hereto expressly and jointly state that they would not have signed this Stipulation had any terms been modified in any way. In the event any particular aspect of this Stipulation is not accepted and approved by the Board, then any Party hereto materially affected thereby shall not be bound to proceed under this Stipulation. The Parties further agree that the purpose of this Stipulation is to reach a fair and reasonable conclusion to this proceeding, with any compromises being made in the spirit of reaching an agreement. None of the Parties shall be prohibited from

or prejudiced in arguing a different policy or position before the Board in any other proceeding,
as such agreements pertain only to this matter and to no other matter.

11. This Stipulation may be executed in as many counterparts as there are Signatory Parties of this Stipulation, each of which counterparts shall be an original, but all of which shall constitute one and the same instrument.

SUEZ WATER NEW JERSEY INC.
SUEZ WATER TOMS RIVER INC.
SUEZ WATER ARLINGTON HILLS INC.
SUEZ WATER WEST MILFORD INC.
SUEZ WATER PRINCETON MEADOWS INC.
SUEZ WATER MATCHAPONIX INC.

Oct. 30, 2018
Date

By: Colleen A. Foley
Saul Ewing Arnstein & Lehr LLP
Colleen A. Foley, Esq.
Stephen B. Genzer, Esq.
Attorney for Joint Petitioners

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for the Staff of the New Jersey
Board of Public Utilities

Oct 31, 2018
Date

By: Renee Greenberg
Renee Greenberg, Deputy Attorney General
Timothy Oberleiton, Deputy Attorney General

STEFANIE A. BRAND, ESQ.
DIRECTOR, DIVISION OF RATE COUNSEL

10/31/18
Date

By: Debra F. Robinson
Debra F. Robinson, Esq., Deputy Rate Counsel
Christine M. Juarez, Esq., Assistant Deputy Rate
Counsel

EXHIBIT H

MONEY POOL AGREEMENT

This Money Pool Agreement (the "Agreement"), dated as of June 1, 2018, is made and entered into by and among SUEZ Water New Jersey Inc., SUEZ Water New York Inc., SUEZ Water Toms River Inc., SUEZ Water Westchester Inc., SUEZ Water Idaho Inc., SUEZ Water Pennsylvania Inc., SUEZ Water Delaware Inc., SUEZ Water Rhode Island Inc., SUEZ Water Owego-Nichols Inc., SUEZ Water Bethel Inc., SUEZ Water Arlington Hills Sewerage Inc., SUEZ Water West Milford Sewerage Inc., SUEZ Water Princeton Meadows Inc., SUEZ Water Matchaponix Inc., SUEZ Water South County Sewer Inc., Corwick Realty Corporation, SUEZ Water Sewer Services Inc., SUEZ Water Operations Inc., SUEZ Water Resources, Inc. ("SWR"), and SUEZ Water Management and Services Inc. (as Administrative Agent) each on behalf of itself and each of its respective present and future direct and indirect subsidiaries (each a "Party" and collectively, the "parties").

WITNESSETH:

WHEREAS, the Parties desire to establish a money pool (the "Money Pool") to coordinate and provide for certain of their short-term cash and working capital requirements; and

WHEREAS, the Parties have determined that SUEZ Water Management and Services Inc. shall serve as the administrative agent ("Administrative Agent") for the Money Pool; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, the Parties hereto agree as follows:

ARTICLE I FUNDING AND DISBURSEMENTS

Section 1.01-Funding of Money Pool

- a) Subject to applicable regulatory restrictions, if any, each Party will deposit all of its receivables into a centralized bank account (i.e., the Money Pool) administered by the Administrative Agent. The cash receipts of each Party will be cleared through the centralized bank account on a daily basis, which will result in immediate availability of cash to each Party.

Section 1.02 - Disbursements from Money Pool

- a) Disbursements will be made in the normal course of business via check or wire from the centralized bank account. Short-term borrowing needs of the Parties and working capital requirements will be met by funds in the Money Pool, subject to the availability of funds and the limitations and conditions set forth herein and in any applicable orders, rules or regulations promulgated by any state regulatory agency(ies), applicable to this Agreement or the transactions contemplated herein.
- b) Money Pool disbursements from the centralized bank account are not intended to be loans.

Section 1.03 - Source of Funds

- a) Each Party's daily short-term cash and working capital needs will first be met through the Parties' receivables deposited into the centralized bank account (i.e., the Money Pool). If the

Money Pool funds in the centralized bank account are insufficient to meet daily disbursements, SWR will draw on its available lines of credit in a sufficient amount to meet the Parties' daily disbursements. If there is excess cash after daily disbursements have been made, SWR will reduce short term borrowings, on a consolidated basis.

- b) The goal of the Money Pool is to maintain a near zero balance in the centralized bank account.

Section 1.04 - Monthly Reconciliation of Money Pool Funds

- a) The Administrative Agent shall administer the Money Pool by matching up on a monthly basis, to the extent possible, the total of all deposits into the Money Pool from SWR and its direct and indirect subsidiaries (collectively, the "SWR Entities") to the total short-term cash and working capital requirements of the SWR Entities. To the extent the total monthly deposits from the SWR Entities are insufficient to meet the total short-term cash and working capital requirements of the SWR Entities, SWR may contribute proceeds to the Money Pool from the following: capital contributions or open account advances made by any direct or indirect parent company; available lines of credit; or bank borrowings or the sale of commercial paper. In no event shall such proceeds be used for the short-term cash and working capital requirements of any entities other than the SWR entities.

Section 1.05 - Annual Reconciliation of Money Pool Funds.

- a) On an annual basis, any material positive balance in each Party's cash account shall be divided up to such Party's parent and any material negative balance shall result in an additional equity investment by such Party's parent, such that each Party's cash account will be brought to approximately zero annually subject to any regulatory reporting requirements.

Section 1.06 - Interest

- a) Disbursements from the Money Pool will not accrue interest.
- b) The allocation of any interest charges associated with bank borrowings or the sale of commercial paper pursuant to Sections 1.03(a), and 1.04 will be based on each Party's percent of overall capital net of cash, which will be determined on an annual basis.

ARTICLE II OPERATION OF MONEY POOL

Section 2.01 - Operation

- a) Operation of the Money Pool, including record keeping and coordination of disbursements, will be handled by the Administrative Agent. The Administrative Agent shall be responsible for maintaining records of all contributions and disbursements and shall prepare periodic reports thereof for the Parties. All Money Pool transactions shall be evidenced by book entries. The Administrative Agent will administer the Money Pool on an "at cost" basis. Separate records shall be kept by the Administrative Agent for the Money Pool established by this Agreement and any other money pool administered by the Administrative Agent.

**ARTICLE III
MISCELLANEOUS**

Section 3.01-Term and Termination

- a) The term of this Agreement shall be 364 days. Upon the expiration of each 364 day term, this Agreement shall be automatically renewed for an additional term of 364 days; provided, that, such renewal term shall not apply to any Party that elects to terminate its participation in this Agreement.
- b) Any Party may terminate its participation in the Money Pool by providing written notice of termination to the Administrative Agent.

Section 3.02 – Amendments

- a) This Agreement may be amended by the Parties hereto at any time by execution of an instrument in writing signed on behalf of each of the Parties hereto, subject to all applicable approvals by any regulatory agency(ies) having jurisdiction.

Section 3.03 - Legal Responsibility

- a) Nothing herein contained shall render any Party liable for the obligations of any other Party hereunder and the rights, obligations and liabilities of the Parties are several in accordance with their respective obligations, and not joint.

Section 3.04 – Participation

- a) No Party to this Agreement shall be obligated to participate in any transaction contemplated herein if the cost to be charged to such Party in connection with such transaction differs from the amount of the charges such Party is permitted to incur under any statute applicable to such Party or under the rules, regulations or orders any state public utility commission or its equivalent having jurisdiction over such Party. Each Party's participation in the transactions contemplated herein is subject to regulatory approval, as applicable.

Section 3.05 – Regulatory Approval

- a) This agreement is dependent upon and subject to receiving required regulatory approvals.

Section 3.06 – Counterparts

- a) This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

[Signatures begin on following page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

SUEZ Water New Jersey Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

SUEZ Water Arlington Hills Sewerage Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

SUEZ Water West Milford Sewerage Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

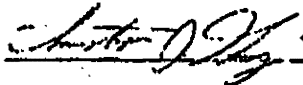
SUEZ Water Princeton Meadows Sewerage Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

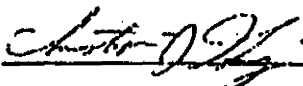
SUEZ Water New York Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

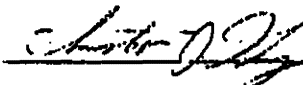
SUEZ Water Westchester Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

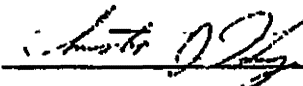
SUEZ Water Owego Nichols Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

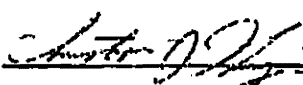
SUEZ Water Rhode Island Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

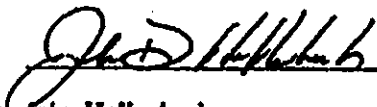
SUEZ Water South County Sewer Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

SUEZ Water Pennsylvania Inc.

By: 

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Bethel Inc.

By: 

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Delaware Inc.

By: 

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Toms River Inc.

By: 

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Matchaponix Inc.

By: 

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Resources Inc.

By: 

Name: David Stanton

Title: President

SUEZ Water Operations Inc.

By: 

Name: David Stanton

Title: President

SUEZ Water Corwick Realty Inc.

By: 

Name: David Stanton

Title: President

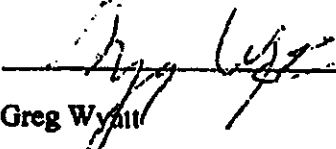
SUEZ Water Sewer Services Inc.

By: 

Name: David Stanton

Title: President

SUEZ Water Idaho Inc.

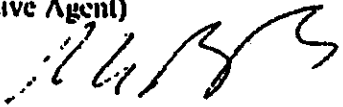
By:  _____

Name: **Greg Wyatt**

Title: **Vice President and General Manager**

SUEZ Water Management and Services Inc.
(As Administrative Agent)

By: _____



Name: Mathieu LeBouhris

Title: Chief Financial Officer

EXHIBIT I

AFFILIATED SECTOR AGREEMENT

This Agreement, dated June 1, 2018 is made and entered into by and among SUEZ Water New Jersey Inc., SUEZ Water New York Inc., SUEZ Water Toms River Inc., SUEZ Water Westchester Inc., SUEZ Water Idaho Inc., SUEZ Water Pennsylvania Inc., SUEZ Water Delaware Inc., SUEZ Water Rhode Island Inc., SUEZ Water Owego-Nichols Inc., SUEZ Water Bethel Inc., SUEZ Water Arlington Hills Inc., SUEZ Water West Milford Inc., SUEZ Water Princeton Meadows Inc., SUEZ Water Matchaponix Inc., SUEZ Water South County Sewer Inc., Corwick Realty Corporation, SUEZ Water Sewer Services Inc., and SUEZ Water Operations Inc., each on behalf of itself and each of its respective present and future direct and indirect subsidiaries (each a "Party" and collectively, the "Parties") and SUEZ Water Management and Services Inc., as Administrative Agent (hereinafter defined) (the "Agreement").

WITNESSETH

WHEREAS, SUEZ Water New Jersey Inc. ("SWNJ"), SUEZ Water New York Inc., SUEZ Water Toms River Inc. ("SWTR"), SUEZ Water Westchester Inc. ("SWWC"), SUEZ Water Idaho Inc. ("SWID"), SUEZ Water Pennsylvania Inc. ("SWPA"), SUEZ Water Delaware Inc. ("SWDE"), SUEZ Water Rhode Island Inc. ("SWRI"), SUEZ Water Owego-Nichols Inc. ("SWON"), SUEZ Water Bethel Inc. ("SWBE"), SUEZ Water Arlington Hills Inc. ("SWAH"), SUEZ Water West Milford Inc. ("SWWM"), SUEZ Water Princeton Meadows Inc. ("SWPM"), SUEZ Water Matchaponix Inc. ("SWMA"), SUEZ Water South County Sewer Inc. ("SWSC"), Corwick Realty Corporation, SUEZ Water Sewer Services Inc. ("SWSS"), and SUEZ Water Operations Inc. ("SWO") are each direct subsidiaries of SUEZ Water Resources Inc. ("SWR"), a Delaware corporation, with offices at 461 From Road, Paramus, New Jersey 07652.

WHEREAS, the Parties are organized based on a geographical sector concept in which each of the utilities can provide certain operational and management support for other utilities within the sector, on an as needed basis. Each Party maintains an organization whose officers and employees are familiar with all facets of the water utility business. Such officers and employees are qualified to render the services to be performed under this Agreement.

WHEREAS, individually, a Party can economically obtain valuable management and/or operating services of superior quality by contracting to secure the same from the other Parties.

WHEREAS, services to be rendered under this Agreement are to be rendered to the receiving Party at the providing Party's cost, as hereinafter provided.

WHEREAS, each Party has a Service Agreement with SUEZ Water Management and Services Inc. ("SUEZ M&S"), which, if required, is on file with and/or been approved by the appropriate regulatory agencies, and which provide for a broader scope of service functions to each party utilizing SUEZ M&S resources. Services rendered pursuant to this Agreement will not be duplicative of those rendered pursuant to the Service Agreements with SUEZ M&S. The Parties have determined that SUEZ M&S shall serve as the administrative agent ("Administrative Agent") pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the Parties hereto agree as follows:

ARTICLE I.

1. Parties shall make qualified employees available to furnish to other Parties as needed and agreed, and the receiving Party shall utilize, as needed and agreed, general management and operations services upon the terms and conditions hereinafter set forth. Such services are not intended to replace those services provided under the SUEZ Water M&S Service Agreements.
2. Each Party shall have the right, at its sole discretion, to refuse to provide or furnish any services requested pursuant to this Agreement; there shall be no exclusive right or right of first refusal associated with the provision or furnishing of such services pursuant to this Agreement; and receiving a refusal from another Party to a request under this Agreement shall not be a prerequisite for any Party to obtain from an independent third party any service which is or could be provided or furnished under this Agreement. Refusals or requests by any Party under this Agreement shall not terminate all or any portion of this Agreement.
3. Parties providing services under this Agreement (each a "Providing Party") and Parties receiving any service under this Agreement (each a "Receiving Party") may establish and document their mutual expectations and requirements with respect to any particular service to be rendered hereunder.

ARTICLE II

1. In consideration for the services to be rendered by the Providing Party(ies) as hereinabove provided, Receiving Party(ies) agree to pay to the providing Party(ies)

the lower of (a) the cost thereof, determined as provided in this Article II and in Article III or (b) the cost of obtaining comparable services on the market.

2. To the extent practicable, service rendered by the Providing Party(ies) personnel for the Receiving Party(ies) shall be based on actual time spent by such personnel, as reflected in their respective time sheets or by other mutually acceptable means of determination, and shall be charged directly to the Receiving Party(ies). Additionally, direct costs incidental to the provision of such services may be charged directly to the receiving party.
3. In determining the cost to be assessed by Providing Party(ies) for the rendering of services to the Receiving Party(ies) herein provided, there shall be added to the salaries of all officers and employees for whose services charges are to be made, a percentage sufficient to cover the general overhead of the providing Party(ies) properly allocable thereto. Such percentage shall be calculated on the basis of budgeted costs and will be adjusted periodically to reflect actual costs.
4. The term "general overhead" shall include (a) pension and insurance premiums paid for the benefit of the Providing Party(ies)' employee(s); (b) salaries paid during vacation, holidays, sickness, and other authorized absences; (c) social security and other payroll-related taxes; and (d) other costs as appropriately includible.

ARTICLE III

1. As soon as practicable after the last day of each month, the Administrative Agent will provide accounting reports billed to the Receiving Party(ies) for all amounts recorded from the Providing Party(ies) for services and expenses for such month, computed pursuant to Article II.
2. It is understood that the Parties may enter into similar agreements with other Companies that are affiliated with SWR to which similar services are to be furnished and shall seek appropriate regulatory approval for such agreements. Parties will not enter into agreements to perform similar services for other affiliated companies not party to this agreement on terms more favorable than those provided herein.
3. Each Party shall maintain adequate books and records with respect to all of its transactions under this Agreement and shall record the costs to be allocated to any Party hereunder in appropriate accounts in its general ledger system. The Parties shall each maintain internal controls to ensure that it allocates and bills the costs associated with all transactions under this Agreement properly and consistently in accordance with the terms and provisions of this Agreement.

4. Parties agree to keep their books and records available for inspection by representatives of other Parties to this Agreement and by regulatory bodies having jurisdiction over the respective Parties with regard to information pertaining to services rendered hereunder.
5. Providing Parties shall at any time, upon request of Receiving Party(ies), furnish any and all information required by the Receiving Party(ies) with respect to the services rendered hereunder and the cost thereof.
6. This Agreement shall be in full force and effect as of the date first identified above, subject, with respect to any Party, to any necessary approval of governmental regulatory agencies having jurisdiction in the premises. This Agreement shall continue in full force and effect with respect to a Party until terminated by any Party hereto giving the other Party(ies) hereto ninety days' notice in writing; provided, however, should any Party cease to be a direct or indirect affiliate of SWR, this Agreement shall terminate as to that Party's participation in the Agreement, as of the date the Party ceases to be a direct affiliate of SWR. For the avoidance of doubt, a Party may withdraw from the Agreement upon ninety days' notice but the Agreement shall continue in full force and effect with respect to the remaining Parties.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.


SUEZ Water New Jersey Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

SUEZ Water Arlington Hills Sewerage Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

SUEZ Water West Milford Sewerage Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

SUEZ Water Princeton Meadows Sewerage Inc.

By:  _____

Name: Mark McKoy

Title: Vice President and General Manager

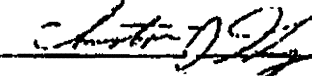
SUEZ Water New York Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

SUEZ Water Westchester Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

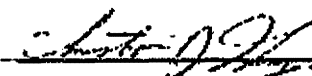
SUEZ Water Owego Nichols Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

SUEZ Water Rhode Island Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

SUEZ Water South County Sewer Inc.

By: 

Name: Christopher Graziano

Title: Vice President and General Manager

SUEZ Water Pennsylvania Inc.

By: John D. Hollenbach

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Bethel Inc.

By: John D. Hollenbach

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Delaware Inc.

By: John D. Hollenbach

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Toms River Inc.

By: John D. Hollenbach

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Matchaponix Inc.

By: John D. Hollenbach

Name: John Hollenbach

Title: Vice President and General Manager

SUEZ Water Resources Inc.

By: 

Name: David Stanton

Title: President

SUEZ Water Operations Inc.

By: 

Name: David Stanton

Title: President

SUEZ Water Corwick Realty Inc.

By: 

Name: David Stanton

Title: President

SUEZ Water Seyer Services Inc.

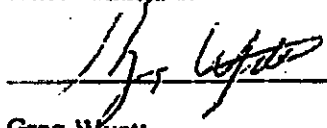
By: 

Name: David Stanton

Title: President

SUEZ Water Idaho Inc.

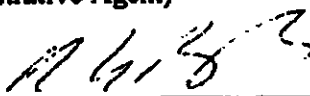
By: _____

A handwritten signature in black ink, appearing to read 'Greg Wyatt', is written over a horizontal line.

Name: Greg Wyatt

Title: Vice President and General Manager

SUEZ Water Management and Services Inc.
(As Administrative Agent)

By: 

Name: Mathieu LeBouhris

Title: Chief Financial Officer