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The logo for PSEG Services Corporation, featuring a stylized orange sunburst icon to the left of the company name. "PSEG" is in a large, bold, black sans-serif font, and "Services Corporation" is in a smaller, orange, italicized sans-serif font below it.

March 13, 2023

VIA BPU E-FILING SYSTEM & ELECTRONIC MAIL

Carmen Diaz, Acting Secretary
Board of Public Utilities
44 South Clinton Ave., 1st Floor
PO Box 350
Trenton, NJ 08625-0350
board.secretary@bpu.gov

**Re: Notice of Sale of Utility Property Pursuant to N.J.A.C. 14:1-5.6
1323 Broad Street, Cinnaminson, New Jersey**

Dear Acting Secretary Diaz:

Pursuant to N.J.A.C. 14:1-5.6(d), Public Service Electric and Gas Company (“PSE&G” or the “Company”) hereby provides notice of the sale of real property not used by or useful to the utility and having a net book cost and sale price not in excess of \$500,000. As required by that regulation, PSE&G is providing this notice not less than 30 days prior to the effective date of the proposed sale.

The property is 0.3443 acres of vacant land at 1323 Broad Street, Cinnaminson, New Jersey, and is the former site of a decommissioned substation. The net book cost is \$1,431.57, the proposed sale price is \$37,025, and the effective date of the proposed sale will be the date that the Board Secretary certifies one true copy of this notice per N.J.A.C. 14:1-5.6(e).

On the following pages, PSE&G provides the information requested by N.J.A.C. 14:1-5.6(e)(1) - (9). Pursuant to that regulation, PSE&G requests that 30 days from this notice (on April 12, 2023), the Secretary certify on a true copy of the notice to be furnished to the Board that such sale, lease or release is deemed to be in the ordinary course of business and within the statutory provision.

Information Required by N.J.A.C. 14:1-5.6(e)(1) - (9)

1. The name of transferee or lessee, the consideration or rental and method of payment thereof, and rights, if any, reserved by the transferor or lessor.

Name of transferees/buyers: Paul A. Walsh, Bernadette M. Walsh and James A. Walsh

Consideration/sale price: \$37,025.00

Method of payment: Certified check or bank cashier's check

Rights reserved to PSE&G: If applicable, ownership of PSE&G existing electric and/or gas facilities, together with an easement and right to construct, reconstruct, inspect, operate and maintain its existing electric and/or gas facilities in substantially their present location in, on, over, under, along, through and across the lands described in the Sale Agreement (attached hereto as Attachment A) and in the map of the real property (attached hereto as Attachment B), to alter, replace, relocate any additional electric, telecommunication and/or gas facilities together with all necessary towers, conductors, poles, conduits, wires, cables, pipes, fittings and appurtenances, and gas mains, as the needs of the business of PSE&G, its affiliates, successors and assigns, may dictate, together with the right to remove all buildings and other obstructions within the lands herein described, and to trim, cut down and remove, at any time and without prior notice, any and all trees or excessive growth which, in the judgment of the duly authorized representative of PSE&G, its affiliates, successors and assigns, interfere with or endanger the construction, reconstruction, inspection, operation and maintenance of said electric, telecommunication and/or gas facilities; as they presently exist or shall exist at the time of future emplacement, together with the right of access at any time and without prior notice, for any of the aforesaid purposes, and together with the absolute right, liberty and sole authority of PSE&G, its affiliates, successors and assigns, to assign the whole or any part of said personalty, easement, or the use thereof, independent of or together or in conjunction with PSE&G.

2. A copy of the agreement or lease and a map of the real property.

Please see **Attachment A** for the sale agreement and **Attachment B** for the map of the real property.

3. A statement that the proposed consideration or rental represents the fair market value of the property to be conveyed, or the fair rental value of the property to be leased, giving the basis for the conclusion reached.

On October 14, 2019 an appraisal was conducted by CBRE Appraisers ("CBRE") that concluded the property's estimated fair market value to be \$37,025.00. CBRE's analysis included a sales comparison approach to review and compare sales of similar properties, which resulted in its value opinion.

4. A statement of any relationship between the parties other than that of transferor and transferee, or lessor and lessee, or a statement that there is no such other relationship, as the case may be.

There is no prior relationship between the parties.

5. The amount at which the property is carried on the utility's books.

The amount at which the property is carried on the PSE&G books is \$1,431.57.

6. A statement as to whether or not the property is income producing and, if so, details as to whether the petitioner pays all carrying charges, including taxes. In addition, such statement shall include the assessed valuation of the property.

The property is not income producing. In 2004, and prior to the appraisal conducted by CBRE as described above, the Township of Cinnaminson assessed the value of this property at \$45,000.00.

7. A statement, in the case of a proposed sale, that the property is not used by or useful to the utility, and in the case of a proposed lease, grant or permission, that the transaction will not compromise the ability of the utility to render service.

The property is no longer in use by PSE&G, nor is it useful to PSE&G, and the sale thereof will not compromise the ability of PSE&G to render service. This property was the site of a PSE&G substation until 2017, when the substation was decommissioned. Following the decommissioning, PSE&G engaged in environmental remediation as required by the Industrial Site Recovery Act. That remediation has been completed and in August 2019, PSE&G's Licensed Site Remediation Professional issued a Response Action Outcome letter, stating that such remediation was complete and designating the property as "Unrestricted Use."

8. A verification by a properly authorized officer, partner or proprietor of the statements contained in the notice.

Please see **Attachment C** for the verification of Roger J. Trudeau, Manager Corporate Real Estate Transactions-PSEG.

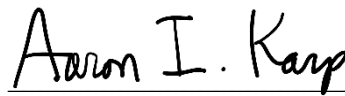
9. A blank space of three inches shall be provided at the bottom of the first page of the notice for the Secretary's certification.

A blank space of three inches has been provided at the bottom of the first page.

* * *

Thank you, and please do not hesitate to contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Aaron I. Karp". The signature is written in a cursive style with a large, prominent "A" and "K".

Aaron I. Karp

Encls.

ATTACHMENT A

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is made and dated May 3, 2021 ~~2020~~, hereinafter "the Effective Date",

Between: PUBLIC SERVICE ELECTRIC AND GAS COMPANY, a corporation of the State of New Jersey with its principal office at 80 Park Plaza, Newark, New Jersey 07102 (from now on called the "Seller")

And: PAUL A. WALSH and BERNADETTE M. WALSH, married, and JAMES A. WALSH, residing at 1315 Broad Street, Cinnaminson, New Jersey 08077 (from now on called the "Buyer").

1. DEFINITIONS:

"Environmental Condition" means any condition involving Regulated Substances with respect to surface or subsurface soil, ambient air, surface water, groundwater, leachate, run-off, stream or other sediments or similar environmental medium on or off the Property, which condition has caused, or may cause, injury or damage or requires investigation or remedial or corrective action or compliance with permit requirements, standards, rules, regulations, ordinances or other Environmental Law, as required, interpreted or applied by governmental entities.

"Environmental Law" means any laws, ordinances, statutes, codes, rules, regulations, orders, directives, guidance, permits or licenses addressing environmental, health or safety issues or requirements of or by federal, state, local or other political subdivision exercising jurisdiction over the Property, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq. ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq. ("RCRA"); the Hazardous Material Transportation Act, 49 U.S.C. 1801, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601, et seq. ("TSCA"); the Clean Air Act, 42 U.S.C. 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. 300(f), et seq.; the Occupational Safety and Health Act, 29 U.S.C. 651, et seq. ("OSHA"); the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.; the Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq. ("ISRA"); the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq.; the Air Pollution Control Act, N.J.S.A. 26:2C-19.1, et seq.; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1, et seq.; the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1, et seq.; and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, et seq., all as presently in effect and as the same may hereafter be amended from time to time, and any regulation pursuant thereto as well as any obligations, duties or requirements arising under common law.

"Regulated Substance" means any hazardous substance, toxic substance, dangerous substance, pesticide, pollutant, contaminant, chemical, gasoline, petroleum or petroleum products, asbestos, PCBs, radioactive material (including by-product, source and/or

special nuclear material), radon, urea-formaldehyde, flammable material, explosives, solid waste, municipal waste, industrial waste and hazardous waste or words of similar import that are defined as such or are subject to regulation under any Environmental Law.

THE SELLER AND THE BUYER AGREE AS FOLLOWS:

2. The Seller shall sell and the Buyer shall buy the Property under the terms of this Contract.

3. The word "Property" in this contract includes:

- A. All the land located in the Township of Cinnaminson, County of Burlington, and State of New Jersey having a street address of 1323 Broad Street and a municipal tax map designation of Lot 1.01 in Block 404;
- B. All buildings, driveways and other improvements on the land, if any; and
- C. All other rights of the Seller with regard to the land.

4. The purchase price is THIRTY-SEVEN THOUSAND TWENTY-FIVE (\$37,025.00) DOLLARS United States currency and other good and valuable consideration. The Buyer will pay the purchase price as follows:

Upon signing of this Contract (10% of purchase price)	\$3,702.50
Balance to be paid at closing of title, in cash or by certified or bank cashier's check subject to adjustments at closing	\$33,322.50
TOTAL PURCHASE PRICE	\$37,025.00

5. Title to the Property is as follows:

- A. Title to the Property shall be good, marketable title, insurable at regular rates by a reputable title insurance company doing business in the State of New Jersey, subject, nevertheless, to the following:
 - (i) Present and future laws, ordinances, regulations, restrictions and orders of any federal, state, county or municipal government or other public authority relating to the Property or the use thereof;
 - (ii) Statutory lien for real estate taxes not due and payable;
 - (iii) Conditions not disclosed by an instrument of record; or

- (iv) Such state of facts as shall be disclosed by a current, accurate survey or inspection of the Property, including, but not limited to, subsurface conditions.
 - B. Buyer, at its expense, may cause a title search of the Property to be conducted within sixty (60) days from the date hereof. If Buyer finds, upon examination of title, any objections or defects other than those specified herein and subject to which the Property is to be conveyed so that the Seller cannot convey title as herein provided, Buyer shall give notice in writing to the Seller stating in detail the nature of such objections or defects. In the event that the Seller is unable or unwilling to remove any such objections or defects or is unable to convey the Property as herein agreed to be conveyed; Buyer may reject the title, but in the event of such rejection, the sole and exclusive right of Buyer shall be to elect either to terminate this Contract or accept title. Under no circumstances shall the Seller be liable to the Buyer for actual or consequential damages or for any other claims based upon this Contract as a result of a defect in title.
 - C. The description of the Property in the Deed shall be a metes and bounds description drawn from a survey made and certified by a licensed New Jersey surveyor which shall be obtained by and at the expense of the Buyer. Seller shall be afforded the opportunity to review and approve said metes and bounds.
6. Seller discloses and Buyer acknowledges that the Property had been used as an electrical substation. In accordance with The New Jersey Industrial Site Recovery Act (N.J.S.A. 13:1K-6 et. seq.) and N.J.A.C. 7:26B-1 et. seq., Seller completed a Preliminary Assessment and Site Investigation at the Property. An Unrestricted Use Response Action Outcome was issued for the Property on August 12, 2019 and amendment thereto issued on September 4, 2020, copies of which are attached hereto as Exhibit A.
7. Buyer shall have from the Effective Date until the date which is sixty (60) days from and after the Effective Date (the "Due Diligence Period") to satisfy itself as to all matters respecting the Property and the lawful uses to which the same may be put by Buyer, including without limitation the following: conduct a review of title to the Property; conduct a structural and mechanical engineering review of the improvements located at the Property, if any; conduct a Phase I environmental assessment; and review the status of all governmental approvals. Buyer's entry on the Property shall be governed by the provisions of this Contract. Buyer and Seller shall establish mutually acceptable procedures for giving Seller reasonable advance notice of Buyer's entries and inspections so that Seller, at its option, may have one of its representatives accompany Buyer.

Buyer shall indemnify, protect, defend and hold Seller harmless from and against any claims, losses, liabilities and/or damages (including without limitation reasonable attorneys' fees incurred by Seller) resulting from entries, inspections and/or from and against any construction liens and/or claims of lien resulting therefrom and shall promptly restore the Property, to the extent reasonably practicable, to its condition prior

to such entry. Such indemnification shall survive the Closing or termination of this Contract.

In the event Buyer's inspection discloses any exception or condition unsatisfactory to Buyer, then Buyer may, solely on or before the expiration of the Due Diligence Period, terminate this Contract by notice (the "Termination Notice") to Seller. Buyer's decision that it is dissatisfied with the Property shall be made in good faith and based solely upon the results of its inspections of the Property. In the event Buyer has not provided the Termination Notice within the time required above, the termination right provided hereunder shall be null and void and of no further force and effect and thereafter the Deposit shall be non-refundable to Buyer. In the event Buyer provides the Termination Notice within the time period required above, Buyer, within thirty (30) days thereafter, shall restore all portions of the Property disturbed or affected by Buyer's conducting such review and inspection as provided for in this Contract (the "Restoration Obligation"). Seller shall refund the Deposit to Buyer upon the later of Buyer's completion of the Restoration Obligation or thirty (30) days following receipt of the timely Termination Notice, and neither party shall have any further rights or obligations hereunder. Failure to give the Termination Notice on or before the expiration of the Due Diligence Period and/or completion of the Restoration Obligation within thirty (30) days shall constitute a waiver of Buyer's right to terminate this Contract.

8. In addition to, and without limiting the foregoing, it is expressly understood and agreed between the Parties that Seller assumes no responsibility, express or implied, for the condition, quality, character or maintenance of the Property and that the Property is being conveyed "AS IS" and "WHERE IS" INCLUDING ENVIRONMENTAL CONDITION AND ANY REGULATED SUBSTANCE OR NONCOMPLIANCE WITH ENVIRONMENTAL LAW. EXCEPT FOR ANY WARRANTY OF TITLE EXPRESSLY STATED HEREIN, SELLER MAKES NO OTHER REPRESENTATION AND DISCLAIMS ANY OTHER WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ZONING, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. ANY INFORMATION PROVIDED BY SELLER THAT RELATES TO THE PROPERTY SHALL BE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE GUARANTEED OR WARRANTED. Buyer hereby assumes the risk that adverse past, present or future conditions may not be revealed in its inspection or investigation.
9. As a material inducement and consideration for the transfer hereunder, Buyer, for itself and its affiliates, successors, heirs and assigns, does hereby agree to release, defend, indemnify, hold harmless and forever discharge Seller, its affiliates, successors and assigns, from all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fines, fees (including counsel fees and costs of investigations and defense) or costs (including monitoring, clean-up, compliance and/or litigation costs), claims, lawsuits, damages (including personal injury, death, property and natural resource damages) and violation of any federal, state or local law, statute, rule, regulation or

ordinance, including but not limited to Environmental Laws, of any kind or character, whether known or unknown, hidden or concealed (collectively "Claims"), which Seller or Buyer may, at any time and from time to time, incur, pay out, be exposed to and/or be responsible for which arises from or is related to the Property, including without limitation as a result of the presence of any Regulated Substances, Environmental Condition and/or violation or of noncompliance with any Environmental Law, regardless of whether the conduct or condition took place or existed prior to or after the Closing. This shall be included in the Deed transferring the Property to the Buyer and Buyer hereby agrees to include it in all future deeds regarding this Property.

10. Buyer acknowledges that it is aware that factual matters now unknown to it may have given or may hereafter give rise to Claims that are currently unknown, unanticipated and unsuspected, and it further agrees that the release, indemnity, defend and hold harmless provisions herein have been negotiated in light of that awareness and nevertheless Buyer hereby intends to release, indemnify, defend and hold harmless the Seller and Seller's affiliates, successors and assigns. Buyer shall include notice of this release of Claims in any future deed relating to the Property or any portion of the Property.
11. This Contract and the sale of the Property are subject to the following:
 - A. Subject to any and all easements, rights, privileges, licenses or grants of whatever nature heretofore given by PSE&G or otherwise created, which now exist and which affect the lands to be conveyed, such as but not limited to drainage rights, streets, roadways, telephone lines, underground conduits, sewers, manholes, pipes or rights-of-way.
 - B. Also subject to site, surface and subsurface conditions affecting the land herein described not disclosed by any instrument recorded in the Offices of the Clerk of Burlington County.
 - C. Also subject to such state of facts as an accurate survey and a thorough inspection of the property may disclose.
 - D. Also subject to any judgment or judgments against PSE&G that may be a lien or liens against the lands. The existence of any such judgment or judgments shall not preclude the consummation of this transaction, but in any such case, PSE&G will provided in the Deed by which the aforesaid lands are conveyed to Buyer that PSE&G will protect, indemnify, defend and save harmless Buyer and its successors and assigns from being required to pay said judgments, or any of them, or any part thereof, to the date of delivery of the Deed.
 - E. Also subject to the condition that the sale of the Property will result in a complete transfer of rights and liabilities, including, but not limited to, any and all liability or obligation for any environmental condition or contamination which may exist on the Property. Buyer accepts full responsibility for any present, future or

additional environmental clean-up, remediation or other action, which may be required or undertaken.

12. PSE&G reserves the following for itself, its affiliates, successors and assigns:
 - A. If applicable, Ownership of its existing electric and/or gas facilities, together with an easement and right to construct, reconstruct, inspect, operate and maintain its existing electric and/or gas facilities in substantially their present location in, on, over, under, along, through and across the lands herein described, to alter, replace, relocate any additional electric, telecommunication and/or gas facilities together with all necessary towers, conductors, poles, conduits, wires, cables, pipes, fittings and appurtenances, and gas mains, as the needs of the business of PSE&G, its affiliates, successors and assigns, may dictate, together with the right to remove all buildings and other obstructions within the lands herein described, and to trim, cut down and remove, at any time and without prior notice, any and all trees or excessive growth which, in the judgment of the duly authorized representative of PSE&G, its affiliates, successors and assigns, interfere with or endanger the construction, reconstruction, inspection, operation and maintenance of said electric, telecommunication and/or gas facilities; as they presently exist or shall exist at the time of future emplacement, together with the right of access at any time and without prior notice, for any of the aforesaid purposes, and together with the absolute right, liberty and sole authority of PSE&G, its affiliates, successors and assigns, to assign the whole or any part of said personalty, easement, or the use thereof, independent of or together or in conjunction with PSE&G.
13. The provisions of this Contract shall survive Closing and any future sale or other transfer of the Property by Buyer, its affiliates, successors, heirs and assigns, and shall be binding upon Buyer, its affiliates, successors, heirs and assigns.
14. The closing of title ("Closing") shall take place at the offices of Seller at 80 Park Plaza, Newark, New Jersey or at a mutually agreed upon location between the parties, on the thirtieth (30th) day from the date of receipt of a Release from Mortgage and Board of Public Utilities approval, or a reasonable extension of time therefrom, or the twentieth (20th) day from the expiration of the Due Diligence Period, whichever date is later, between the hours of 10:00 AM and 2:00 PM. In the alternative, the parties may elect to close title by receipted overnight mail service.
15. Buyer represents that it has made and/or shall make a thorough inspection of the Property and that this Contract is entered into with full knowledge as to the value, character, quality and condition of the Property. No allowances shall be made on behalf of Buyer for any failure on Buyer's part to adequately inspect the Property. It is understood and agreed by and between the parties to this Contract that the Property shall be taken by the Buyer at Closing in its condition as of the date of Closing. SELLER MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL AND/OR ENVIRONMENTAL CONDITION OF THE PROPERTY.

Purchase of the Property by Buyer will result in a complete transfer of rights and liabilities with respect to the Property, and all liability or obligation for any Environmental Condition or Regulated Substance that may exist at, on, in, over or under the Property. Buyer accepts full responsibility for any present, future or additional environmental clean-up, remediation or other action that may be required or undertaken. Buyer acknowledges and agrees that Seller's execution of this Contract is not, nor shall the same constitute or be construed as an admission or acknowledgement of responsibility or liability for, nor waiver of any defense relating to, the presence of any material, substance, Regulated Substance, Environmental Condition or other condition at, in, on, over or under the Property, including without limitation, structures located at, on, in or under the Property, or on lands or in the waters of the State of New Jersey.

16. Buyer warrants that it has good and sufficient financial ability to fulfill its obligations and responsibilities hereunder. Buyer shall provide Seller within fourteen (14) days of this Contract information that, in the Seller's sole discretion, establishes that Buyer has good and sufficient financial ability to fulfill its obligations and responsibilities pursuant to this Contract including Closing. Seller shall be entitled to terminate this Contract if it find that Buyer's showing of financial ability is insufficient.
17. Buyer agrees that the Property is being sold "as is," and it voluntarily accepts any risks that may exist which are associated with the purchase of the Property. Buyer acknowledges and agrees that Seller makes no warranty, guarantee or representation of any kind, and Seller expressly disclaims any warranties, whether statutory, express or implied, including any warranties of marketability or fitness for a particular use.
18. Buyer agrees that any information which has been or may be provided to Buyer by Seller about the Property, including but not limited to any environmental testing, clean-up, remediation or any other work or operation which may have been performed on the Property, is provided as an aid or convenience to Buyer for informational purposes only, and Seller does not warrant or guarantee the accuracy or completeness of any such information and accepts no liability which evolves, or which is claimed to evolve, from said information.
19. Buyer warrants that it has (or shall) retained the services of a qualified environmental expert, and that Buyer had the opportunity to inspect the Property and review the information provided by Seller to Buyer, if any, and that the Buyer is exercising its independent business judgment in purchasing the Property with the benefit of advice, guidance and recommendations of its environmental expert.
20. At the Closing, the Seller shall transfer ownership of the Property to the Buyer by Deed of Bargain and Sale, subject to the provisions contained herein. The Deed shall be in proper form for recording. The Seller shall also give to the Buyer a sworn statement known as an Affidavit of Title. This affidavit shall contain information about the Seller reasonably necessary to clarify the Seller's ownership of the Property. The Seller shall pay the Realty Transfer Fee required by law. All taxes for the current year of closing shall be apportioned to the date of closing of title. This sale may be subject to approvals

of the Board of Directors of Seller (or its Property Committee), and the Board of Public Utilities of the State of New Jersey, if necessary, and to the obtaining of the proper releases from the Trustees of any mortgages that may be liens upon the Property. Seller shall reasonably cooperate with Buyer in connection with any approvals or plans which Buyer may deem necessary or any other governmental agency or authority. If, for any reason, municipal approvals and any aforesaid approvals or any releases cannot be obtained within one (1) year from the date hereof, or a reasonable extension of time therefrom agreed to by Buyer, or if Seller cannot, within one (1) year from the date hereof, or a reasonable extension of time therefrom agreed to by Buyer, give Buyer good and marketable title to said premises, free and clear of all encumbrances except as stated in this Contract, and insurable at regular rates by a title company authorized to do business in the State of New Jersey, then and in any such event, Seller shall have the right to cancel this Contract and all obligations of any kind or nature of either of the parties to the other hereunder shall be at an end.

21. Bulk Sales Tax: Buyer shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 by delivering a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600) (the "Tax Notification") to the Director of the Division of Taxation of the State of New Jersey Department of the Treasury (the "Director") by registered or certified mail or overnight delivery at least ten (10) business days prior to Closing. Seller shall cooperate in connection with such compliance and shall provide all information necessary for Buyer to complete the Tax Notification as well as providing the New Jersey Division of Taxation with an Asset Transfer Tax Declaration (Form TTD). If the Director informs Buyer that a possible claim for taxes, including any interest and penalties thereon, exists (the "Claim") and the amount thereof (the "Deficiency"), then Buyer and Seller shall Close as scheduled and without delay, and Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency (the "Tax Escrow"), which Tax Escrow shall be held pursuant to an escrow agreement with Bulk Sales Tax Escrowee (as hereinafter defined) in a form reasonably acceptable to Buyer and Seller. The Escrowee with respect to the Bulk Sales Tax Escrow shall be the Escrow Agent, Buyer's attorney or bank authorized to transact business in New Jersey selected by Buyer and reasonably acceptable to Seller ("Bulk Sales Tax Escrowee"). If, after Closing, the Director or Seller requests that Buyer pay all or any portion of the Deficiency on behalf of Seller, then Buyer shall direct Bulk Sales Tax Escrowee to release to the Division of Taxation such amount from the Tax Escrow. If the Director informs Buyer that the Deficiency has been fully paid or that Buyer has no further liability for the Deficiency, then Buyer shall direct Bulk Sales Tax Escrowee to release such difference to Seller. If the Director gives notice to Buyer that Seller is liable for taxes, including interest and penalties thereon, in an amount that is greater than the Tax Escrow, Seller shall promptly pay the difference to the Division of Taxation and shall provide Buyer with evidence thereof. Notwithstanding anything to the contrary contained herein, Seller shall have the right to negotiate with the Director regarding the Claim and the Deficiency; provided, however, that (i) Buyer and Bulk Sales Tax Escrowee shall be entitled to comply with all instructions of the Director, (ii) the Closing shall not be unreasonably delayed as a result thereof. This Section 21 shall survive the Closing.

22. Seller represents that there are no tenants in possession of, or having rights to, the Property. If applicable, the parties shall apportion the municipal water charges, sewer charges and real estate taxes relating to the Property as of the Closing date according to the period of their ownership.
23. Buyer represents that it has had no dealings with any broker or other person in connection with this transaction. Buyer hereby assumes all responsibility for and will indemnify Seller against any claims for brokerage commissions that are established by a broker.
24. In this Contract, the parties have the right to cancel this Contract under certain circumstances. In order to cancel, a party must give written notice to the other. The Seller and the Buyer shall then be released from all further liability to each other.
25. All notices given under this Contract must be in writing. They may be given by: (a) personal delivery to the other party or to that party's attorney; (b) Federal Express or other receipted overnight delivery service; or (c) certified mail, return receipt requested, addressed to the other party at the address written at the beginning of this Contract or to that party's attorney. Each party must accept and claim the notices given the other.
26. This Contract binds Seller to convey to Buyer only and to no one else, and this Contract may not and shall not be assigned or transferred by Buyer without Buyer first obtaining the written consent of Seller. This Contract shall not be filed or recorded by the Buyer. If same is filed or recorded, then this Contract shall be null and void.
27. This Contract is the full agreement of the Buyer and the Seller. All prior discussions, negotiations, communications, proposals or agreements, whether oral or written, are hereby superseded by this Contract. Any terms or conditions other than those set forth in this Contract shall not be binding upon the parties.
28. The parties may not change this Contract unless the change is in writing and signed by both parties. The parties authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract. There shall be no obligation or liability on the part of either the Seller or the Buyer unless and until this Contract is signed by the duly authorized representatives of the Seller and the Buyer.
29. Buyer shall review and complete the attached Certificate of Non-Affiliation simultaneously with its execution of this Contract.
30. This Contract is binding on the Seller and the Buyer and all those who lawfully succeed to their rights or take their places after the Closing.
31. Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of this Contracts shall not operate as a waiver. If any provision of this Contract is held to be invalid or unenforceable by a court or other authority of competent

jurisdiction, such invalidity or unenforceability shall not affect any of the remaining provisions, all of which shall remain in full force and effect.

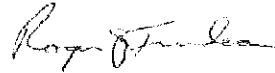
32. This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey.
33. Upon full execution of this Contract by the parties hereto and compliance with the terms herein, Buyer, its agents and/or contractors, may enter in and upon said lands for the purposes of preparing a survey and legal description and performing its due diligence.

The Seller and the Buyer agree to the terms of this Contract by signing below. If a party is a corporation, this Contract is signed by its proper corporate officer and its seal is affixed.

SELLER:
PUBLIC SERVICE ELECTRIC
AND GAS COMPANY, Seller
By PSEG Services Corp., Agent

ATTEST:

By:



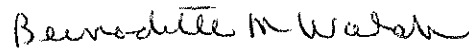
Roger J. Trudeau
Manager – Corporate Real Estate
Transactions

WITNESS:

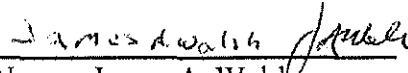
BUYERS:



Print name: Paul A. Walsh



Print name: Bernadette M. Walsh



Print Name: James A. Walsh

RE: Contract for Sale

PSE&G to Walsh

Property Address:

1323 Broad Street, Block 404, Lot 1.01,
Cinnaminson, Burlington County, New Jersey

Corporate Properties File No.: S-2019-41

CERTIFICATION OF NON-AFFILIATION

1. By signing and submitting this Certification, the prospective Buyer is providing the certification set forth below.
2. This Certification is a material representation of fact upon which PSEG Services Corporation, its subsidiaries and affiliates (hereinafter "PSEG"), will rely upon. If it is determined prior to any close of title that the prospective Buyer knowingly rendered an erroneous certification, in addition to other remedies available to PSEG at law or equity, PSEG has the absolute right, to be exercised at its sole discretion, to cancel and/or void any contract for sale, letter of intent, or other similar instrument, with which this transaction originated (upon which any deposit will be refunded to the prospective Buyer minus any actual costs incurred by PSEG).
3. The prospective Buyer shall provide immediate written notice to PSEG if at any time the prospective Buyer learns that their certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective Buyer hereby certifies, that, to the best of their knowledge, they are neither presently nor have they in the past been affiliated with (either through full-time employment, contractor employment, or as a supplier/vendor) Public Service Enterprise Group, Inc., PSEG Power, LLC, Public Service Electric and Gas Company, PSEG Energy Holdings, LLC and/or PSEG Services Corporation or any subsidiary/affiliate thereof other than as noted below:

Buyer name here:

Paul A. Walsh
Paul A. Walsh
Date signing: 12-01-20

Buyer name here:

Bernadette M. Walsh
Bernadette M. Walsh
Date signing: 12-01-20

Buyer name here:

JAMES A. WALSH
JAMES A. Walsh
Date Signing: 11-28-2020

Mailing Address for Sellers:

1315 Broad Street,
Cinnaminson, NJ 08077

PSEGSTND

EXHIBIT A

Unrestricted Use Response Action Outcome (RAO) issued on August 12, 2019.

AND

Amendment Letter dated September 4, 2020.

Matrix New World Engineering
26 Columbia Turnpike
Florham Park, NJ 07932
973.240.1800 Fax 973.240.1818
www.matrixnewworld.com VBE/DBE/SBE

MATRIXNEWORLD

Engineering Progress

September 4, 2020

Richard Blackman
Director Environmental Projects
Public Service Electric & Gas
4000 Hadley Road
South Plainfield, NJ 07080

Re: This correspondence amends and supplements the Response Action Outcome dated (August 12, 2019)

Remedial Action Type: *Unrestricted Use*

Scope of Remediation: *ISRA Industrial Establishment as defined according to N.J.A.C. 7:26B - Entire Site*

Case Name: PSE&G East Riverton Substation

Address: 1323 Broad Street

Municipality: Cinnaminson

County: Burlington

Block: 404 Lot: 1.01

Preferred ID: 794426

ISRA Transaction: Cessation

ISRA Case #: E2018173023

Dear Mr. Blackman:

This correspondence amends the Response Action Outcome issued on August 12, 2019, which remains in full force and effect, by correcting the following administrative errors:

- The Site address has been corrected from 231 Monroe Street to 1323 Broad Street, Cinnaminson, New Jersey.

Please be advised this correspondence, with the above amendments and supplements, corrects administrative errors identified in the original Response Action Outcome issued on August 12, 2019. This correspondence should be attached to the original Response Action Outcome and be maintained as part of your environmental records for the above reference site.

Thank you for your attention to these matters. If you have any questions, please contact me at (973) 585-5261.

Sincerely,
Colin Childers



Licensed Site Remediation Professional #714904

MATRIXNEWORLD

Engineering Progress

cc: Township Clerk, Town Hall, 1621 Riverton Road, Cinnaminson, NJ 08077
Health Officer, Burlington County Health Department, Raphael Meadow Health Center,
15 Pioneer Boulevard, Westhampton, NJ 08060
Bureau of Case Assignment and Initial Notice, Site Remediation Program, NJDEP, 401-
05H, PO Box 420, Trenton, NJ 08625-0420

Richard Blackman
Director Environmental Projects
Public Service Electric & Gas
4000 Hadley Road
South Plainfield, NJ 07080

August 12, 2019

Re: Response Action Outcome

Remedial Action Type: *Unrestricted Use*

Scope of Remediation: *ISRA Industrial Establishment as defined according to N.J.A.C. 7:26B - Entire Site*

Case Name: PSE&G East Riverton Substation
Address: 231 Monroe Street
Municipality: Cinnaminson
County: Burlington
Block: 404 Lot: 1.01
Preferred ID: 794426
ISRA Transaction: Cessation
ISRA Case #: E2018173023

Dear Mr. Blackman:

As a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C to conduct business in New Jersey, I hereby issue this Response Action Outcome for the remediation of the industrial establishment as defined according to N.J.A.C. 7:26B. I personally reviewed and accepted all of the referenced remediation and based upon this work, it is my professional opinion that this remediation has been completed in compliance with the Administrative Requirements for the Remediation of Contaminated Sites (N.J.A.C. 7:26C), that is protective of public health, safety and the environment. Also, full payment has been made for all Department fees and oversight costs pursuant to N.J.A.C. 7:26C-4.

This remediation includes the completion of a Preliminary Assessment, and Site Investigation, as defined pursuant to the Technical Requirements for Site Remediation (N.J.A.C. 7:26E),

My decision in this matter is made upon the exercise of reasonable care and diligence and by applying the knowledge and skill ordinarily exercised by licensed site remediation professionals in good standing practicing in the State at the time these professional services are performed.

As required pursuant to N.J.A.C. 7:26C-6.2(b)2ii, a copy of all records related to the remediation that occurred at this location is being simultaneously filed with the New Jersey Department of Environmental Protection (Department). These records contain all information upon which I based my decision to issue this Response Action Outcome.

By operation of law a Covenant Not to Sue pursuant to N.J.S.A. 58:10B-13.2 applies to this remediation. The Covenant Not to Sue is subject to any conditions and limitations contained herein. The Covenant Not to Sue remains effective only as long as the real property referenced above continues to meet the conditions of this Response Action Outcome.

CONDITIONS

Pursuant to N.J.S.A. 58:10B-12o, Public Service Electric & Gas and any other person who is liable for the cleanup and removal costs, and remains liable pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. shall inform the Department in writing, on a form available from the Department, within 14 calendar days after its name or address changes. Any notices you submit pursuant to this paragraph shall reference the above case numbers and shall be sent to:

New Jersey Department of Environmental Protection
Bureau of Case Assignment and Initial Notice
Mail Code 401-05H
401 East State Street, 5th floor
PO Box 420
Trenton, New Jersey 08625-0420

In concluding that this remediation has been completed, I am offering no opinions concerning whether either primary restoration (restoring natural resources to their pre-discharge condition) or compensatory restoration (compensating the citizens of New Jersey for the lost interim value of the natural resources) has been completed.

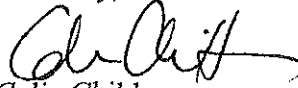
Pursuant to N.J.S.A. 58:10C-25, the Department may audit this Response Action Outcome and associated documentation up to three years following issuance. Based on a finding by the Department that a Response Action Outcome is not protective of public health, safety and the environment, the Department can invalidate the Response Action Outcome. Other justifications for the Department's invalidation of this Response Action Outcome are listed in the Administrative Requirements for the Remediation of Contaminated Sites at N.J.A.C. 7:26C-6, including, but not limited to, a Department audit following issuance of this document may be initiated at any time if: a) undiscovered contamination is found that was not addressed by the Response Action Outcome, b) if the Site Remediation Professional Licensing Board conducts an investigation of the Licensed Site Remediation Professional issuing the Response Action Outcome or, c) if the license of that person is suspended or revoked.

Thank you for your attention to these matters. If you have any questions, please contact me at (973)585-5261.

MATRIXNEWORLD

Engineering Progress

Sincerely,



Colin Childers,
Licensed Site Remediation Professional
#714904

Enclosure(s): Cover/Certification Form
Response Action Outcome Form
Case Inventory Document

c:

Township Clerk, Town Hall, 1621 Riverton Road, Cinnaminson, NJ 08077
Director, Burlington County Health Department, Raphael Meadow Health Center, 15 Pioneer
Boulevard, Westhampton, NJ 08060
Bureau of Case Assignment and Initial Notice, Site Remediation Program, NJDEP, 401-05H,
PO Box 420, Trenton, NJ 08625-0420

ENCLOSURE 1

Cover/Certification Form



New Jersey Department of Environmental Protection
Site Remediation and Waste Management Program

COVER/CERTIFICATION FORM

(Submit with Remedial Phase Report, Receptor Evaluation, and CEA Forms)

Date Stamp
(For Department use only)

SECTION A. SITE INFORMATION

Site Name: PSE&G East Riverton Substation

AKAs: _____

Street Address: 1323 Broad Street

Municipality: Cinnaminson (Township, Borough or City)

County: Burlington Zip Code: 08077

Program Interest (PI) Number(s): 794426

Case Tracking Number(s) for this submission: E2018173023

Date Remediation Initiated Pursuant to N.J.A.C. 7:26C-2: 05/31/2017

State Plane Coordinates for a central location at the site: Easting: 350735.4 Northing: 430546.3

List current Municipal Block and Lot Numbers of the Site:

Block # <u>404</u>	Lot #(s) <u>1.01</u>	Block # _____	Lot #(s) _____
Block # _____	Lot #(s) _____	Block # _____	Lot #(s) _____
Block # _____	Lot #(s) _____	Block # _____	Lot #(s) _____
Block # _____	Lot #(s) _____	Block # _____	Lot #(s) _____

SECTION B. SUBMISSION STATUS

1. Indicate how the Electronic Data Deliverable (EDD) for this submission is being provided to the NJDEP:

- ☐ Via Email at srpedd@dep.state.nj.us (attach NJDEP confirmation email); or
☐ CD (attach to this submission)
☒ Not Applicable – No EDD

2. Complete the following Submission and Permit Status Table:

Remedial Phase Documents	N/A	Included in this Submission	Previously Submitted	Date of Submission	Date of Revised Submission	Date of Previous NJDEP Approval	Date of Document Withdrawal
Preliminary Assessment Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	07/18/2019			
Site Investigation Report	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	07/18/2019			
Remedial Investigation Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Remedial Action Work Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Remedial Action Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Response Action Outcome	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		08/09/2019		
Other Submissions							
Alternative Soil Remediation Standard and/or Screening level Application Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Case Inventory Document		<input checked="" type="checkbox"/>		07/18/2019	08/09/2019		
Classification Exception Area / Well Restriction Area (CEA/WRA)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Discharge to Ground Water Permit by Rule Authorization Request	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

IEC Engineered System Response Action Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Immediate Environmental Concern Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
LNAPL Interim Remedial Measure Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Public Notification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Receptor Evaluation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	07/18/2019			
Technical Impracticability Determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Vapor Concern Mitigation Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Permit Application – list:	<input checked="" type="checkbox"/>						
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				
Radionuclide Remedial Action Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Radionuclide Remedial Action Workplan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Radionuclide Remedial Investigation Report	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Radionuclide Remedial Investigation Workplan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

SECTION C. SITE USE

Current Site Use: (check all that apply)

- ☐ Industrial
☐ Residential
☐ Commercial
☐ School or child care
☒ Other: Former Electric Substation
- ☐ Agricultural
☐ Park or recreational use
☒ Vacant
☐ Government

Intended Future Site Use, if known: (check all that apply)

- ☐ Industrial
☐ Residential
☐ Commercial
☐ School or child care
☐ Other:
- ☐ Park or recreational use
☒ Vacant
☐ Government
☒ Future site use unknown

SECTION D. CASE TYPE: (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Administrative Consent Order (ACO)
<input type="checkbox"/> Brownfield Development Area (BDA)
<input type="checkbox"/> Child Care Facility
<input type="checkbox"/> Chrome Site (Chromate chemical production waste)
<input type="checkbox"/> Coal Gas
<input type="checkbox"/> Due Diligence with RAO
<input type="checkbox"/> Hazardous Discharge Remediation Fund (HDSRF) Grant/Loan
<input checked="" type="checkbox"/> ISRA | <input type="checkbox"/> Landfill (SRP subject only)
<input type="checkbox"/> Regulated Underground Storage Tank (UST)
<input type="checkbox"/> Remediation Agreement (RA)/Remediation Certification
<input type="checkbox"/> School Development Authority (SDA)
<input type="checkbox"/> School facility
<input type="checkbox"/> Spill Act Defense – Government Entity
<input type="checkbox"/> Spill Act Discharge
<input type="checkbox"/> UST Grant/Loan
<input type="checkbox"/> Other: |
|--|---|

Federal Case (check all that apply)

- ☐ RCRA GPRA 2020 ☐ CERCLA/NPL ☐ USDOD ☐ USDOE

1. Is the party conducting remediation a government entity? ☐ Yes ☒ No
- If "Yes," check one: ☐ Federal ☐ State ☐ Municipal ☐ County

SECTION E. PUBLIC FUNDS

- Did the remediation utilize public funds? ☐ Yes ☒ No

If "Yes," check applicable:

- | | | |
|---|--|---|
| <input type="checkbox"/> UST Grant
<input type="checkbox"/> HDSRF Grant
<input type="checkbox"/> Spill Fund | <input type="checkbox"/> UST Loan
<input type="checkbox"/> HDSRF Loan
<input type="checkbox"/> Schools Development Authority | <input type="checkbox"/> Brownfield Reimbursement Program
<input type="checkbox"/> Landfill Reimbursement Program
<input type="checkbox"/> Environmental Infrastructure Trust |
|---|--|---|

SECTION F. LICENSED SITE REMEDIATION PROFESSIONAL INFORMATION AND STATEMENT

LSRP ID Number: 714904

First Name: Colin

Last Name: Childers

Phone Numbers: (973) 585-5261

Ext.: _____

Fax: (973) 240-1818

Mailing Address: 442 Route 35, Second Floor

Municipality: Eatontown

State: NJ

Zip Code: 07724

Email Address: cchilders@matrixnewworld.com

This statement shall be signed by the LSRP who is submitting this notification in accordance with N.J.S.A. 58:10C-14, and N.J.S.A. 58:10B-1.3b(1) and (2).

(1) I certify, as a Licensed Site Remediation Professional authorized pursuant to N.J.S.A. 58:10C-1 et seq. to conduct business in New Jersey, that for the remediation described in this submission, and all attachments included in this submission, I personally: Managed, supervised, or performed the remediation conducted at this site that is described in this submission, and all attachments included in this submission; and/or periodically reviewed and evaluated the work performed by other persons that forms the basis for the information in this submission; and/or completed the work of another site remediation professional, licensed or not, after having: (1) reviewed all available documentation on which I relied; (2) conducted a site visit and observed the then-current conditions and verified the status of as much of the work as was reasonably observable; and (3) concluded, in the exercise of my independent professional judgment, that there was sufficient information upon which to complete any additional phase of remediation and prepare workplans and reports related thereto.

(2) I certify:

- That I have read this submission and all attachments to this submission;
- That in performing the professional services as the licensed site remediation professional for the entire site or each area of concern, I adhered to the professional conduct standards and requirements governing licensed site remediation professionals provided in N.J.S.A. 58:10C-16;
- That the remediation conducted at the entire site or each area of concern, that is described in this submission and all attachments to this submission, was conducted pursuant to and in compliance with the remediation requirements in N.J.S.A. 58:10C-14.c;
- That the remediation described in this submission, and all attachments to this submission, was conducted pursuant to and in compliance with the regulations of the Site Remediation Professional Licensing Board at N.J.A.C. 7:26i; and
- That the information contained in this submission and all attachments to this submission is true, accurate, and complete.

(3) I certify, when this submission includes a response action outcome, that the entire site or each area of concern has been remediated in compliance with all applicable statutes, rules, and regulations and is protective of public health and safety and the environment.

(4) I certify that no other person is authorized or able to use any password, encryption method, or electronic signature that the Board or the Department have provided to me.

(5) I certify that I understand and acknowledge that:

- If I knowingly make a false statement, representation, or certification in any document or information I submit to the Department I may be subject to civil and administrative enforcement pursuant to N.J.S.A. 58:10C-17.a.1(a) through (f) by the Board, including but not limited to license suspension, revocation, or denial of renewal; and
- If I purposely, knowingly, or recklessly make a false statement, representation, or certification in any application, form, record, document or other information submitted to the Department or required to be maintained pursuant to the Site Remediation Reform Act, I shall be guilty, upon conviction, of a crime of the third degree and shall, notwithstanding the provisions of subsection b. of N.J.S.2C:43-3, be subject to a fine of not less than \$5,000 nor more than \$75,000 per day of violation, or by imprisonment, or both.

(6) I certify that I have read this certification prior to signing, certifying, and making this submission.

LSRP Signature: _____

Date: 8/12/19

LSRP Name: Colin Childers, LSRP

Company Name: Matrix New World Engineering

SECTION G. PERSON RESPONSIBLE FOR CONDUCTING THE REMEDIATION INFORMATION AND CERTIFICATIONFull Legal Name of the Person Responsible for Conducting the Remediation: Public Service Electric & GasRepresentative First Name: Richard Representative Last Name: BlackmanTitle: Director of Environmental ProjectsPhone Number: (908) 412-7055 Ext.: _____ FAX: _____Mailing Address: 4000 Hadley RoadMunicipality: South Plainfield State: NJ Zip code: 07080Email Address: richard.blackman@pseg.com

This certification shall be signed by the person responsible for conducting the remediation who is submitting this notification in accordance with Administrative Requirements for the Remediation of Contaminated Sites rule at N.J.A.C. 7:26C-1.5(a).

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, including all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, to the best of my knowledge, I believe that the submitted information is true, accurate and complete. I am aware that there are significant civil penalties for knowingly submitting false, inaccurate or incomplete information and that I am committing a crime of the fourth degree if I make a written false statement which I do not believe to be true. I am also aware that if I knowingly direct or authorize the violation of any statute, I am personally liable for the penalties.

Signature:  Date: 8/7/19Name/Title: Richard Blackman/Director of Environmental Projects**For CEA Submissions:**

☐ Check this box if the person above is also the property owner of the site or their representative. If this person is not the site property owner, please ensure the site property owner's name and address is in the first line of the table in Section E.2 of the Classification Exception Area / Well Restriction Area (CEA/WRA) Fact Sheet Form.

Completed forms should be sent to:

Bureau of Case Assignment & Initial Notice
Site Remediation Program
NJ Department of Environmental Protection
401-05H
PO Box 420
Trenton, NJ 08625-0420

ENCLOSURE 2

Response Action Outcome Form



New Jersey Department of Environmental Protection
Site Remediation Program

RESPONSE ACTION OUTCOME FORM

Date Stamp
(For Department use only)

SECTION A. SITE

Site Name: PSE&G East Riverton Substation

Program Interest (PI) Number(s): 794426

Case Tracking Number(s) for this submission: E2018173023

This form must be attached to the Cover/Certification Form

☒ **All Oversight Invoices and Annual Remediation Fees are Paid in Full.**

SECTION B. SCOPE OF THE RESPONSE ACTION OUTCOME

1. Indicate the extent of remediation covered by the Response Action Outcome.

Check only 1 box:

- ☒ Unrestricted RAO
☐ Limited Restricted RAO
☐ Restricted RAO

2. Check only 1 box:

- ☐ Area(s) of Concern Only
☒ Entire Site
☐ ISRA Subject Industrial Establishment (leasehold portion only)

3. Total number of contaminated AOCs associated with the case: _____

4. Total number of contaminated AOCs addressed in this submission: _____

5. Are there any outstanding contaminated AOCs associated with the case where an RAO has not been filed? ☐ Yes ☒ No

6. Does this RAO address a discharge/release from a federally regulated UST? ☐ Yes ☒ No

SECTION C. RESPONSE ACTION OUTCOME PREPARATION CHECKS

1. Was the RAO issued only to the "Person(s) that conducted the Remediation"? ☒ Yes ☐ No
2. Does the language in the issued RAO document conform to the RAO shell document? ☒ Yes ☐ No
3. Were all the applicable individuals/agencies noted in the shell document copied on the RAO? ☒ Yes ☐ No
4. Are there electronic copies of all remediation related records included with this submission? ☒ Yes ☐ No
5. Did the remedial action render the property unusable for future redevelopment or recreation use? ☐ Yes ☒ No
6. Have any NJDEP-documented deficiencies been addressed in this or prior submission? ☐ Yes ☐ No ☒ N/A

SECTION D. RESPONSE ACTION OUTCOME NOTICES (check all the apply and were used in the RAO document)

1. General Notices

- ☐ Well Decommissioning
☐ Building Interiors Not Addressed (Non-Child Care)
☐ Building Interiors Addressed

2. Contamination Remaining Onsite

- ☐ Regional Natural Background Levels (above Direct Contact Standards) of Materials in Soil
- ☐ Existing Classification Exception Area or Deed Notice from Prior Remediations
- ☐ Soils Only RAO when Ground Water Contamination remains from that Area(s) of Concern or Site
- ☐ Ground Water Contamination Not Yet Investigated
- ☐ Ground Water Contamination Due to Regional Historic Fill
- ☐ Contamination Remaining Onsite Due to Off-site Contamination
- ☐ Known Onsite Contamination Source Not Yet Remediated
- ☐ Order of Magnitude Change to a Remediation Standard after approval of a Remedial Action Workplan
- ☐ Order of Magnitude Change to a Remediation Standard after Approval of a Final Remediation Document

3. ISRA Specific Notices

- ☐ ISRA Specific – RCRA Situations - Bureau of Case Assignment and Initial Notice Referral
- ☐ ISRA Specific – Multi-Tenant Situations - Bureau of Case Assignment and Initial Notice Referral
- ☐ ISRA Specific – Landfill Situations - Bureau of Case Assignment and Initial Notice Referral

4. Additions to Model Document

- ☐ In-Service Railroad Line, Spurs and Sidings Not Remediated
- ☐ Known Onsite Contamination Source Not Remediated - Historic Fill (RAO-A)
- ☐ Soil Contamination From an Off-Site Source Not Remediated- General
- ☐ Soil Contamination From an Off-Site Source Not Remediated - Diffuse Anthropogenic Pollution
- ☐ Naturally Occurring Levels of Constituents in Ground Water
- ☐ Historically Applied Pesticides not Addressed

SECTION E. REMEDIATION FUNDING SOURCE

1. Has a Remediation Funding Source been posted for this site pursuant to N.J.A.C. 7:26C-5? ☐ Yes ☒ No

If "Yes, check a. or b. below as applicable:

- a. ☐ This RAO is for the entire site and serves as notice to the NJDEP to return the Remediation Funding Source posted for this site*.
- b. ☐ This RAO is for an Area of Concern only and (check one below):
- ☐ Serves as notice to the NJDEP to decrease the Remediation Funding Source posted for this site*.
 - ☐ No adjustments to the Remediation Funding Source are requested at this time.

Note: If any box in a. or b. above identified with an asterisk (*) is checked, be sure to include the completed "Remediation Cost Review and RFS-FA Form" available at <http://nj.gov/dep/srp/srra/forms>.

ENCLOSURE 3

Case Inventory Document

Case Name: PSE&G East Riverton Substation

PI #: 794426

IMPORTANT: 1) Do not delete or copy and paste across multiple columns because it can disrupt hidden equations.

2) If pasting from a Word document, use the Paste option: **Match Destination Formatting**

3) If the text turns red you have exceeded the character limit for that column

Case Inventory Document Version 1.4 02/23/17

AOC ID	AOC Type	AOC Description	Confirmed Contamination	AOC Status	Status Date	Incident #	DEP AOC Number	Contaminated Media	Contaminants of Concern	Additional Contaminants of Concern	Additional Contaminants of Concern	Applicable Remediation Standard	Exposure Route
AOC-A	Other areas of concern - Electrical transformer and capacitor	(1) 1,574-gallon Transformer (#1)	No	RAO-E (Unrestricted Use)	8/9/2019			None					
AOC-B	Other areas of concern - Electrical transformer and capacitor	(1) 1,746-gallon Transformer (#2)	No	RAO-E (Unrestricted Use)	8/9/2019			None					
AOC-C	Other areas of concern - Electrical transformer and capacitor	(1) 1,750-gallon Transformer (#3)	No	RAO-E (Unrestricted Use)	8/9/2019			None					

Case Name: PSE&G East Riverton Substation IMPORTANT:
 PI #: 794426

Case Inventory Document Version 1.4 02/23/17

AOC ID	AOC Type	AOC Description	Additional Exposure Route	RA Type	Additional RA Type	Additional RA Type	Was an Order of Magnitude Evaluation Conducted?	Activity
AOC-A	Other areas of concern - Electrical transformer and capacitor	(1) 1,574-gallon Transformer (#1)					No	AOC-A is identified as one (1) 1,574-gallon Transformer located in the southwestern portion of the Site. The transformer is identified as "1 Transformer" in the Spill Prevention Control and Counter Measure (SPCC) Plan provided by PSE&G. The March 2019 Preliminary Assessment Report prepared by Matrix recommended a site investigation to evaluate AOC-A. During May 2019, one (1) soil boring (SB-01) was advanced in the approximate location of the former transformer and sampled at a depth of 2.5-3.0 feet below ground surface. Sample SB-01(2.5-3.0) was analyzed for Category 2 EPH and PCBs. Concentrations of EPH and PCBs were not detected above their respective laboratory reporting limits. Based on the results of soil sampling, no further investigation or remediation of AOC-A is recommended. The results of these activities were summarized in the PAR/SIR submitted to the NJDEP in July 2019. An Unrestricted-Use Response Action Outcome was issued by the LSRP in August 2019
AOC-B	Other areas of concern - Electrical transformer and capacitor	(1) 1,746-gallon Transformer (#2)					No	AOC-B is identified as one (1) 1,746-gallon Transformer located in the central portion of the Site. The transformer is identified as "2 Transformer" in the Spill Prevention Control and Counter Measure (SPCC) Plan provided by PSE&G. The March 2019 Preliminary Assessment Report prepared by Matrix recommended a site investigation to evaluate AOC-B. During May 2019, one (1) soil boring (SB-02) was advanced in the approximate location of the former transformer and sampled at a depth of 2.0-2.5 feet below ground surface. Sample SB-02(2.0-2.5) was analyzed for Category 2 EPH and PCBs. Concentrations of EPH and PCBs were not detected above their respective laboratory reporting limits. Based on the results of soil sampling, no further investigation or remediation of AOC-B is recommended. The results of these activities were summarized in the PAR/SIR submitted to the NJDEP in July 2019. An Unrestricted-Use Response Action Outcome was issued by the LSRP in August 2019
AOC-C	Other areas of concern - Electrical transformer and capacitor	(1) 1,750-gallon Transformer (#3)					No	AOC-C is identified as one (1) 1,750-gallon Transformer located in the central portion of the Site. The transformer is identified as "3 Transformer" in the Spill Prevention Control and Counter Measure (SPCC) Plan provided by PSE&G. The March 2019 Preliminary Assessment Report prepared by Matrix recommended a site investigation to evaluate AOC-C. During May 2019, one (1) soil boring (SB-04) was advanced in the approximate location of the former transformer and sampled at a depth of 2.0-2.5 feet below ground surface. Sample SB-04(2.0-2.5) was analyzed for Category 2 EPH and PCBs. Concentrations of EPH and PCBs were not detected above their respective laboratory reporting limits. Following sample collection, a temporary well point was installed in SB-04 to evaluate groundwater conditions. The depth to groundwater was measured at approximately 2.46 feet bgs. No evidence of impact to groundwater was observed at this location based on visual and olfactory evaluations. Based on the results of soil sampling, no further investigation or remediation of AOC-C is recommended. The results of these activities were summarized in the PAR/SIR submitted to the NJDEP in July 2019. An Unrestricted-Use Response Action Outcome was issued by the LSRP in August 2019

Case Name: PSE&G East Riverton Substation

PI #: 794426

IMPORTANT: 1) Do not delete or copy and paste across multiple columns because it can disrupt hidden equations.

2) If pasting from a Word document, use the Paste option: **Match Destination Formatting**

3) If the text turns red you have exceeded the character limit for that column

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AOC ID	AOC Type	AOC Description	Confirmed Contamination	AOC Status	Status Date	Incident #	DEP AOC Number	Contaminated Media	Contaminants of Concern	Additional Contaminants of Concern	Additional Contaminants of Concern	Applicable Remediation Standard	Exposure Route
AOC-D	Other areas of concern - Any area suspected of containing contaminants	Regulator Aisles	No	RAO-E (Unrestricted Use)	8/9/2019			None					
AOC-E	Other areas of concern - Area received floodwater/stormwater from AOC	Secondary Containment System	No	RAO-E (Unrestricted Use)	8/9/2019			None					
AOC-F	Other areas of concern - Any area suspected of containing contaminants	Drum Storage Area	Undetermined	No Sampling Trigger	3/15/2019			None					

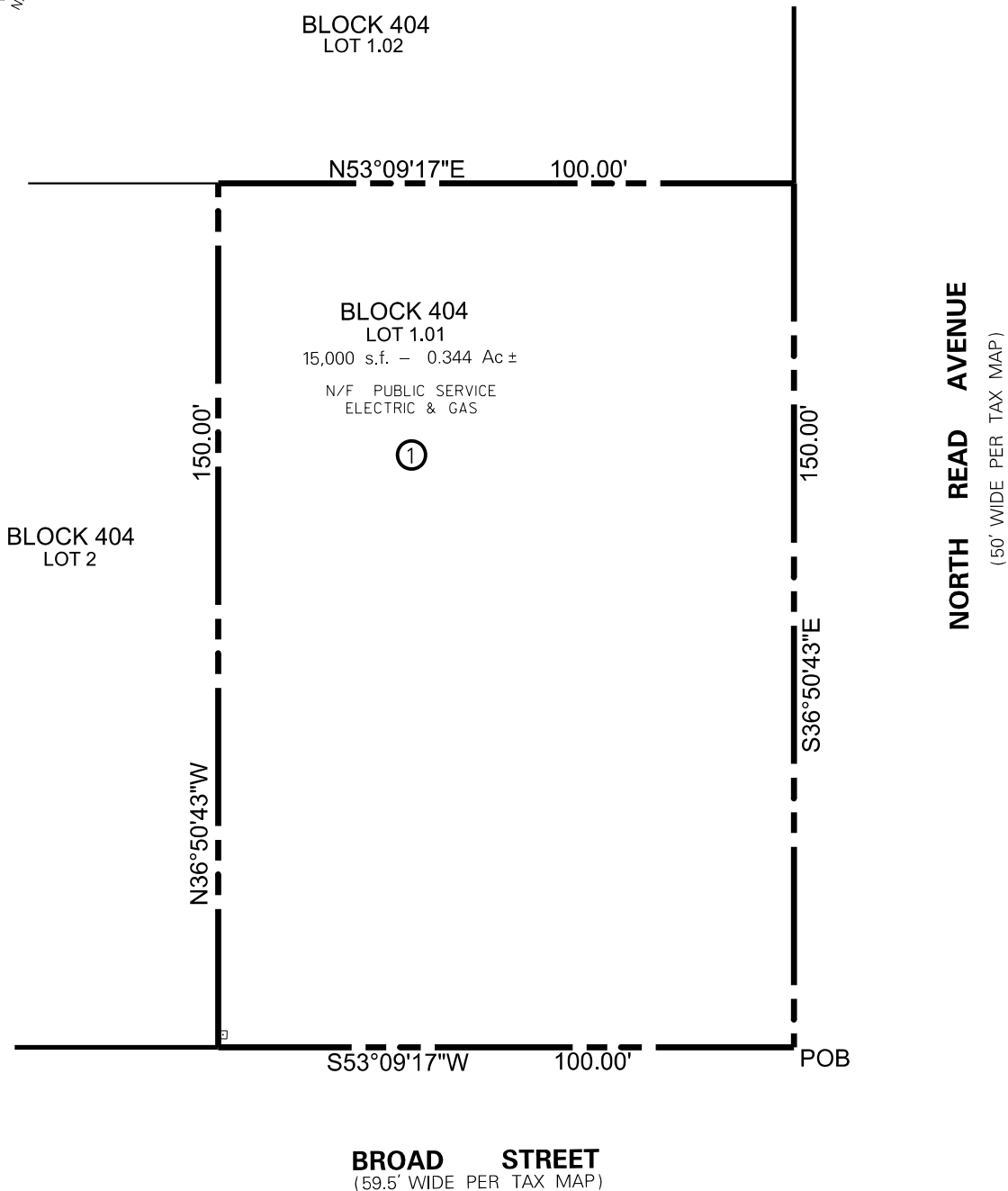
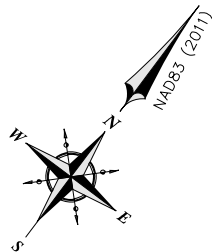
Case Name: PSE&G East Riverton Substation IMPORTANT:
 PI #: 794426

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AOC ID	AOC Type	AOC Description	Additional Exposure Route	RA Type	Additional RA Type	Additional RA Type	Was an Order of Magnitude Evaluation Conducted?	Activity
AOC-D	Other areas of concern - Any area suspected of containing contaminants	Regulator Aisles					No	AOC-D is identified as Regulator Aisles located in the western portion of the Site. The regulators are identified in the 1954 Electric Plan provided by PSE&G. The March 2019 Preliminary Assessment Report prepared by Matrix recommended a site investigation to evaluate AOC-D. During May 2019, one (1) soil boring was advanced (SB-03) in the approximate location of the former regulator aisles and sampled was collected at 1.5-2.0 feet below ground surface. Sample SB-03(1.5-2.0) was analyzed for Category 2 EPH and PCBs. Concentrations of EPH and PCBs were not detected above their respective laboratory reporting limits. Based on the results of soil sampling, no further investigation or remediation of AOC-D is recommended. The results of these activities were summarized in the PAR/SIR submitted to the NJDEP in July 2019. An Unrestricted-Use Response Action Outcome was issued by the LSRP in August 2019.
AOC-E	Other areas of concern - Area received floodwater/stormwater from AOC	Secondary Containment System					No	AOC-E is identified as the former substation's Secondary Containment System. According to the Spill Prevention Control and Countermeasure (SPCC) Plan provided by PSE&G, the Secondary Containment System consists of a concrete curb, geosynthetic barriers around a portion of the Site boundary, and perforated pipes/collection conduits along the curbing in the northern and eastern corners of the Site that drains to two (2) valved berm drains in the northern and southern corners of the Site. A sump pump is identified on the SPCC Facility Plan within the area of the 1,750-gallon transformer (AOC-C). The March 2019 Preliminary Assessment Report prepared by Matrix recommended a site investigation to evaluate AOC-E. During May 2019, two (2) soil borings (SB-05 and SB-06) were advanced in areas suspected of receiving former secondary containment discharge and sampled at depths of approximately 2.0-2.5 and 2.5-3.0 feet below ground surface, respectively. Samples SB-05(2.0-2.5) and SB-06(2.5-3.0) were analyzed for Category 2 EPH and PCBs. Concentrations of EPH and PCBs were not detected above their respective laboratory reporting limits. Following sample collection, temporary well points were installed at SB-05 and SB-06 to evaluate groundwater conditions. The depth to groundwater was measured in SB-05 and SB-06 at approximately 2.7 feet bgs and 3.46 feet bgs, respectively. No evidence of impact to groundwater was observed at these locations based on visual and olfactory evaluations. Based on the results of soil sampling, no further investigation or remediation of AOC-E is recommended. The results of these activities were summarized in the PAR/SIR submitted to the NJDEP in July 2019. An Unrestricted-Use Response Action Outcome was issued by the LSRP in August 2019.
AOC-F	Other areas of concern - Any area suspected of containing contaminants	Drum Storage Area					No	AOC-F is identified as a Drum Storage Area with up to eight (8) 55-gallon drums with a total capacity of 440-gallons of dielectric fluid that may be used to temporarily store oil onsite. Drums were brought onsite when transformers were being serviced. The drums were located in portable secondary containment adjacent to the transformer. The March 2019 Preliminary Assessment Report prepared by Matrix did not recommend a site investigation to evaluate AOC-F based on the handling of the drums within secondary containment. During May 2019, a detailed inspection of the ground surface did not identify any evidence of impact. Based on the results of the inspection, no further investigation or remediation of AOC-F is recommended. The results of these activities were summarized in the PAR/SIR submitted to the NJDEP in July 2019. An Unrestricted-Use Response Action Outcome was issued by the LSRP in August 2019.

ATTACHMENT B

NO.	GRANTOR	GRANTEE	DATE	REF.	REMARKS
①	THE HOLLAND COMPLY	PUBLIC SERVICE ELECTRIC & GAS CO.	3-10-1925	D-2156	DEED BOOK 647, PAGE 243



Public Service Electric And Gas Company

Map Showing Lands To Be Conveyed To

BLOCK 404, LOT 1.01, TOWNSHIP OF CINNAMINSON, BURLINGTON COUNTY, NJ

File: S-2019-41

Corporate Properties, Newark N.J.



Services Corporation
SURVEYS & MAPPING

Date: APRIL 25, 2022

Scale: 1" = 30'

Drawn By: CML Checked By: SCK

File: G:\Projects\General\Product_Sale\S-2019-41\S-2019-41.dgn

Plot Date: 4/26/2022 8:39:05 AM

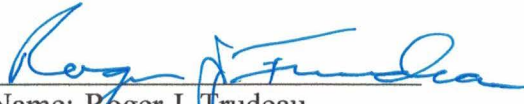
ATTACHMENT C

**VERIFICATION OF ROGER J. TRUDEAU IN SUPPORT OF NOTICE BY PUBLIC
SERVICE ELECTRIC AND GAS COMPANY OF SALE OF UTILITY PROPERTY
PURSUANT TO N.J.A.C. 14:1-5.6
1323 BROAD STREET, CINNAMINSON, NJ**

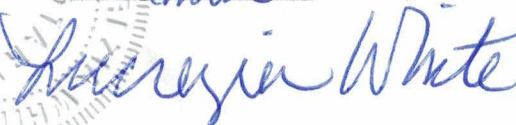
STATE OF NEW JERSEY)
) ss:
COUNTY OF ESSEX)

I, the undersigned, being duly sworn, depose, say, and certify on behalf of Public Service Electric and Gas Company ("PSE&G" or the "Company") and not in my individual capacity, that:

1. I am Roger J. Trudeau, Manager Corporate Real Estate Transactions of PSEG Services Corporation, agent to PSE&G and I am authorized to make the statements and representations set for herein on behalf of the Company;
2. In conformance with the requirements of N.J.A.C. 14:1-5.6, and specifically with the requirement of N.J.A.C. 14:1-5.6(e)(8), the Company hereby certifies the information included in the notice to which this Verification is attached regarding the sale of PSE&G's real property located at 1323 Broad Street, Cinnaminson, New Jersey.
3. The statements made in this Verification are based upon consultations with the appropriate personnel at the Company.
4. To the best of my knowledge, information, and belief, I hereby certify that the statements made in this Verification are true, correct, accurate, and complete.


Name: Roger J. Trudeau
Title: Manager Corporate Real Estate
Transactions
Company: PSEG Services Corporation,
Agent to PSE&G

Sworn and subscribed to)
before me this 10th day)
of March, 2023)



LUCREZIA WHITE NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES SEPTEMBER 1, 2026
