



November 30, 2023

VIA ELECTRONIC MAIL

Sherri L. Golden
Secretary of the Board
South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, NJ 08625-0350

**Re: In the Matter of the Petition of New Jersey-American Water Company, Inc.
for Approval of a Municipal Consent Granted by the Township of
Washington, County of Warren**

Dear Secretary Golden:

Enclosed please find a Petition filed on behalf of New Jersey-American Water Company, Inc. in connection with the above-referenced matter.

Kindly file the Petition and advise of the docket number assigned to this case.

Very truly yours,



Stephen R. Bishop

SRB:dlc

Enc.

cc: Attached service list (via email, w/enc.)

**I/M/O the Petition of New Jersey American Water Company, Inc. for
Approval of a Municipal Consent Granted by the
Township of Washington, County of Warren
BPU Docket No. WE2311 _____**

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BEFORE THE
STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE PETITION OF	:	PETITION
NEW JERSEY-AMERICAN WATER	:	
COMPANY, INC. FOR APPROVAL OF A	:	
MUNICIPAL CONSENT GRANTED BY THE	:	BPU DOCKET NO. WE2311 _____
TOWNSHIP OF WASHINGTON, COUNTY	:	
OF WARREN	:	
	:	
	:	

TO: THE HONORABLE BOARD OF PUBLIC UTILITIES

Petitioner, New Jersey-American Water Company, Inc. (“NJAWC”, “Company”, or “Petitioner”), a duly organized and existing public utility corporation of the State of New Jersey, with its principal office at 1 Water Street, Camden, New Jersey 08102, hereby petitions the Board of Public Utilities (“Board”) for approval, pursuant to N.J.S.A. 48:2-14, N.J.S.A. 48:19-17 and 48:19-20 and N.J.A.C. 14:1-5.5, and such other statues and regulations as may be deemed applicable and appropriate by the Board, of a municipal consent ordinance (the “Municipal Consent”) adopted by the Township of Washington, County of Warren (the “Township”). In furtherance of this Petition, NJAWC states as follows:

1. NJAWC is a regulated public utility corporation engaged in the production, treatment and distribution of water and collection of sewage within its defined service territory within the State of New Jersey. Said service territory includes portions of the following counties: Atlantic, Bergen, Burlington, Camden, Cape May, Essex, Gloucester, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Salem, Somerset, Union and Warren.
2. Washington is a township of approximately 18 square miles in the County of Warren with a population of approximately 6,500.

3. By this Petition, NJAWC is seeking approval of the Municipal Consent (Ordinance No. #2023-09) adopted by the Township on April 19, 2023. The Municipal Consent was introduced and adopted pursuant to N.J.S.A. 48:3-11 to 15, and N.J.S.A. 48:13-11 to permit Petitioner to construct, lay, maintain, and operate the necessary wastewater mains, pipes and to extend, operate and maintain wastewater collection and treatment facilities (collectively, the “Facilities”) to expand the Company’s existing franchise to the Franchise Extension Area, as that term is defined therein (the “Proposed Franchise Area”). A copy of the Municipal Consent is attached hereto as Exhibit A and incorporated into this Petition by reference.

4. On July 17, 2001, the Township previously granted the Company’s predecessor, Applied Wastewater Management Inc. (“Applied”), municipal consent to provide wastewater collection and treatment services to a portion of the Township known as the Hawk Pointe Village development, for a term of 50 years (“Initial Franchise”).¹

5. The Initial Franchise Area is served by the Company’s Hawk Point Wastewater Treatment Plant.

6. The Proposed Franchise Area expands upon the Initial Franchise granted to serve Hawk Pointe Village to allow for further development of this community as depicted in Exhibit B to Ordinance No. #2023-09 (See, Exhibit A, p. 13).

7. The Township’s Municipal Consent was adopted to effectuate a transfer of assets contemplated by an asset transfer agreement entered into by and between the Company and Asbury

¹The Board approved of Municipal Consent Ordinance No. 01-07 by Order issued September 11, 2003, in Board Docket No. WE01100627, *I/M/O the Petition of Applied Wastewater Management, Inc. for Approval of (1) A Municipal Consent by the Township of Washington, Warren County, New Jersey; and (2) Extension of its Existing Sewer Tariff to the New Service Area*. Applied was merged with and into NJAWC on September 1, 2010, as approved by the Board in *I/M/O the Joint Petition of New Jersey American Water Company, Inc., and Applied Wastewater Management, Inc. for Approval of the Merger of Applied Wastewater Management, Inc. into New Jersey-American Water Company, Inc. and for Related Authorizations*, Board Docket No. WM09110890, Order dated April 16, 2010.

Farms Urban Renewal, LLC (“Asbury Farms”) on January 13, 2021, a copy of which is attached hereto as Exhibit B (the “Asset Transfer Agreement”).

8. Asbury Farms constructed a wastewater collection system (the “System”) to serve the 80 single-family homes within the Proposed Franchise Area. Through the Asset Transfer Agreement, the System would be transferred to NJAWC.

9. Approval of the Municipal Consent submitted to the Board with this Petition will serve the public interest as NJAWC, its employees and agents are well qualified to operate and maintain the wastewater system and facilities so as to provide safe, adequate and proper service and will continue to leverage its experience, expertise, and economies of scale to benefit the customers of the Township and of NJAWC.

10. The rates to be charged for wastewater service in the Proposed Franchise Area will be the same as the rates paid by current Hawk Pointe customers pursuant to NJAWC Tariff, Rate Schedule 6-A, a copy of which is attached hereto as Exhibit C.

11. For the reasons stated above, the privileges granted by the Municipal Consent are necessary and proper for the public convenience and properly conserve the public interests as required by N.J.S.A. 48:2-14.

12. The Petitioner has not yet commenced wastewater service within the service area of the Township covered by the Municipal Consent.


WHEREFORE, Petitioner respectfully requests that the Board approve Ordinance No. #2023-09 of the Township of Washington, County of Warren, and grant such other and further relief as the Board may deem reasonable and appropriate under the circumstances.

Respectfully submitted,

NEW JERSEY-AMERICAN WATER COMPANY, INC.

Dated: November 30, 2023

By:



Stephen R. Bishop, Esquire

Communications addressed to the Petitioner in this case are to be sent to:

Stephen R. Bishop, Esq.
Vice-President, Managing General Counsel
New Jersey-American Water Company, Inc.
1 Water Street
Camden, NJ 08102
856.955.4877
stephen.bishop@amwater.com

VERIFICATION

STATE OF NEW JERSEY

ss.

COUNTY OF CAMDEN

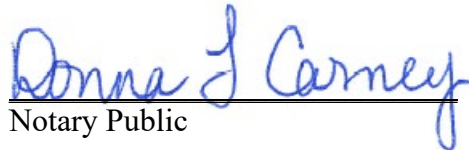
I, JAMIE HAWN, of full age, being duly sworn according to law, upon my oath depose and say:

1. I am the Director of Rates and Regulatory of New Jersey-American Water Company, Inc., the Petitioner herein, and am authorized to make this verification on behalf of said Petitioner.
2. I have read the contents of the foregoing Petition as to New Jersey-American Water Company, Inc. and hereby verify that the statements therein contained are true and accurate to the best of my knowledge and belief.

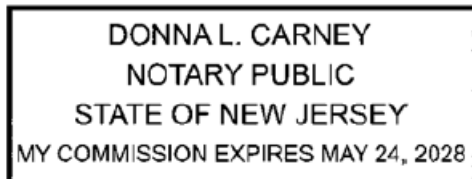


Jamie Hawn
Director, Rates & Regulatory

Sworn to and subscribed before me
this 30th day of November, 2023.



Notary Public



ORDINANCE NO. 2023-09

ORDINANCE GRANTING CONSENT TO NEW JERSEY AMERICAN WATER COMPANY, INC. TO PERMIT THE CONSTRUCTION, EXPANSION AND MAINTENANCE OF SEWER COLLECTION AND TREATMENT FACILITIES ON PUBLIC AND PRIVATE PROPERTY IN THE TOWNSHIP OF WASHINGTON, COUNTY OF WARREN

WHEREAS, New Jersey American Water Company, Inc., successor to Applied Wastewater Management, Inc., ("Company") is a regulated public utility corporation of the State of New Jersey seeking from the Township of Washington ("Township") the approval of an exclusive and perpetual franchise to provide sewer service within the Township, and the municipal consent of the Township to permit said Company to extend sewer service and its related facilities to the Township; and

WHEREAS, by Ordinance No. 01-07 adopted July 17, 2001, the Township previously granted the Company consent to construct and maintain sewer utility facilities in public roads and other places in a portion of the Township known as the Hawk Pointe development, for a term of 50 years, and a copy of Ordinance No. 01-07 together with the schedules describing the initial franchise area are attached as Exhibit 1 and referred to as the "Initial Franchise Area"; and

WHEREAS, by Order dated September 11, 2003, the Board of Public Utilities approved Ordinance No. 01-07; and

WHEREAS, the Company has requested the approval of a franchise to modify its right to further provide sewer service within the Township to include the lands designated, depicted and described in Exhibit 2, which is attached hereto and referred to as the "Franchise Extension Area", pursuant to N.J.S.A. 48:2-14, and that the franchise grant to provide service for both the Initial Franchise Area and Franchise Extension Area (hereinafter collectively the "Franchise Area") is exclusive and perpetual; and

WHEREAS, the Company has requested the consent of the Township as required by N.J.S.A. 48:3-11 and 48:3-15 for the use of the streets, with such consent limited to the fifty (50) year duration set forth in N.J.S.A. 48:3-15, including the consent of the Township pursuant to N.J.S.A. 48:13-11, as amended, to lay its pipes, valves, pumps, manholes and other equipment beneath and restore such public roads, streets and places as it may deem necessary for its corporate purposes, free from all charges to be made for such privilege, provided that said pipes shall be laid at least three feet (3') below the surface and shall not in any way unnecessarily obstruct or interfere with the public travel or cause or permit other than temporary damage to public or private property, and the Township desires and permits the Company to construct and maintain sewer collection and treatment facilities on and along roads, streets and places at locations to be designated by the Township in order to provide sewer service to the Franchise Area;

WHEREAS, the Township has considered the Company's request and has determined that it is the best interest of the Township of Washington for the term of the franchise to be for a period of 50 years consistent with Ordinance No. 01-07 and consistent with the term for the use of the Township streets.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Washington, in the County of Warren, State of New Jersey, as follows:

Section 1. The Township hereby grants to the Company, its successors and assigns, the exclusive franchise to provide sewer service for a 50-year duration to the Franchise Area within the Township pursuant to N.J.S.A. 48:2-14.

Section 2. The Township hereby further grants to the Company, its successors and assigns, the municipal consent to use the streets pursuant to N.J.S.A. 48:3-11 and 48:3-15, with such consent limited to the fifty (50) year duration set forth in N.J.S.A. 48:3-15; as well as the municipal consent required pursuant to N.J.S.A. 48:13-11 as amended, without charge therefore, as the same may be required in order to permit the said Company to add to, extend, operate and maintain said sewer collection and treatment facilities on public and private property located in the Franchise Area. The privilege granted herein shall include the construction installation and maintenance of sewer collection and treatment facilities on and along the Township roads, streets and places at locations as the Township shall designate from time to time.

Section 3. Certified copies of this Ordinance, upon final passage, shall be sent to the Company who shall forward same to the New Jersey Department of Environmental Protection and the Board of Public Utilities of the State of New Jersey.

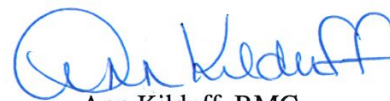
Section 4. The consent granted herein shall be subject to the Company's complying with the applicable Township Ordinances, State of New Jersey Statutes and any New Jersey Administrative agency's rules and regulations which apply to the subject matter of this Ordinance; and that the Mayor, Clerk and other Township officials are authorized to execute the documents and agreements necessary to effectuate the municipal consent and to protect the rights of the public involved.

Section 5. All prior Ordinances or parts of Ordinances inconsistent with this Ordinance be and the same are hereby repealed to the extent of such inconsistencies.

Section 6. Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a Court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

Section 7. This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

NOTICE is hereby given that the foregoing Ordinance was introduced and passed on first reading at a meeting of the Township Committee of the Township of Washington held March 15, 2023 and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a meeting of the Township Committee to be held on April 19, 2023 at 6:30 pm or as soon thereafter as the matter may be heard at the Municipal Building, 211 Route 31 North, Washington, NJ 07882 at which time all persons interested will be given an opportunity to be heard concerning such Ordinance.



Ann Kilduff, RMC
Township Clerk

EXHIBIT 1
ORDIANCE NO. 01-07 WITH SCHEDULES

ADOPTED
VERSION

ORDINANCE NO. 01-07

VERSION
2

TOWNSHIP OF WASHINGTON
COUNTY OF WARREN
STATE OF NEW JERSEY

ORDINANCE GRANTING PERMISSION TO APPLIED WASTEWATER MANAGEMENT, INC. TO OPERATE EQUIPMENT, PIPES AND MAINS FOR THE OPERATION OF A WASTEWATER COLLECTION, TREATMENT AND DISPOSAL SYSTEM WITHIN AN AREA LOCATED IN THE TOWNSHIP OF WASHINGTON, WARREN COUNTY, NEW JERSEY AS FURTHER DESIGNATED HEREIN

WHEREAS, Applied Wastewater Management, Inc. currently provides wastewater collection, treatment and disposal services pursuant to an approved rate and tariff issued by the New Jersey Board of Public Utilities; and,

WHEREAS, a portion of Washington Township commonly known as Asbury Farms, is suitable for centralized wastewater collection, treatment and disposal services; and,

WHEREAS, the Township Committee of the Township of Washington has determined that the provision of such services would best be accomplished by a method which does not involve public funds and minimizes municipal responsibility and liability; and,

WHEREAS, Applied Wastewater Management, Inc., has significant experience as the operator of sewer utilities which have been approved by the Board of Public Utilities; and,

WHEREAS, the Township Committee of the Township of Washington has determined that the best way to provide centralized wastewater collection, treatment and disposal services to such area is by authorizing Applied Wastewater Management, Inc., to serve same; and,

WHEREAS, the Township Committee of the Township of Washington has determined that it has the authority to consent to the grant of the utility franchise herein requested to privately owned utility companies a part of the Township's responsibility to provide for the general health, safety and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Washington, County of Warren, State of New Jersey as follows:

SECTION I.

Municipal consent is hereby granted to Applied Wastewater Management, Inc. (hereinafter referred to as "AWM"), for the operation and maintenance of a public utility to provide a sewerage collection and treatment service to those lands encompassed within an area, more completely defined in Section II of this Ordinance and Schedules A and B. This consent shall entitle AWM to own, operate, and maintain a sewerage collection and treatment system, including but not limited to facilities such as collection mains, treatment plants, disposal beds, driveways and other appurtenances and equipment in order to provide service to the franchise area, subject to such additional approvals, endorsements or consents as the law may require.

SECTION II.

The franchise for the consent granted in Section I of this Ordinance consists of the lands known and designated as shown on the attached Schedule A, and further graphically represented on the attached Schedule B. No individual or entity outside of this area shall be permitted to connect to or obtain service from this sewerage collection and treatment system.

SECTION III.

The consent granted pursuant to Section I shall be for a period of fifty (50) years from the final adoption of this Ordinance and approval of the Board of Public Utilities per an application for a utility franchise. The Mayor and Clerk of the Township of Washington are hereby authorized to execute on behalf of the Township all documents required to acknowledge said consent. Hereafter, the Township of Washington is referred to as "the Township".

SECTION IV.

Municipal consent and authority is also hereby granted to AWM to lay their mains (pipes), valves, pumps and other equipment beneath such public roads, streets, private roads or streets and places within the franchise area as may be deemed necessary for their corporate purpose, free from all charge to be made by any person or body politic whatsoever for such privilege, provided that the mains (pipes) shall be laid below the surface in accordance with approved plans by the Township and shall not unnecessarily obstruct or interfere with the public travel or damage public or private property. All such property shall be restored to the exact condition that said property was in existence prior to the installation of the said pipes, especially as it relates to thoroughfare replacement and the materials therein. Except in the event of an emergency, the consent of the public or private body charged with repair and maintenance of such roads, streets and places shall be first obtained in writing. AWM shall be required to restore such public roads, streets or private roads or streets and the places to the conditions they were in prior to the installation of mains, valves, pumps and other equipment by AWM.

SECTION V.

AWM, in the construction, installation, maintenance, and operation of its sewerage treatment and collection systems, shall comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances and shall obtain all necessary approvals, permits, and licenses from all federal, state and local agencies having jurisdiction over any aspect of the sewerage collection and treatment system.

SECTION VI.

AWM shall indemnify and hold harmless the Township from and against any and all claims, losses, or damages of any type, arising out of the construction, installation, maintenance and operation of the sewerage collection and treatment system or any of its component parts.

SECTION VII.

All provisions of this Ordinance which are obligatory upon or shall inure to the benefit of AWM shall also be obligatory upon and shall inure to the benefit of all successors and assigns of AWM.

SECTION VIII.

To the extent now or hereafter permitted by the statutes or laws of the State of New Jersey, this Ordinance shall inure to the benefit of, and be binding upon, any city, town, or other municipal corporation to which the franchise area of the Township of Washington may hereafter be attached or annexed, or into which it may be incorporated.

SECTION IX.

To the extent that any part of this Ordinance is repealed or otherwise modified or voided by state statute, case law, or regulatory action, the remaining sections of this Ordinance shall remain in full force and effect.

SECTION X.

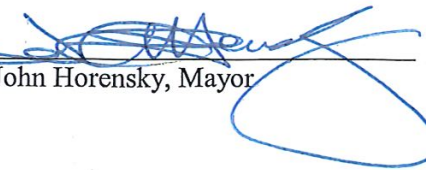
This Ordinance shall take effect upon: (1) final passage and approval; (2) publication by law; and (3) only when the Board of Public Utility (BPU) approves only the utility area in question as per an application brought by AWM to the BPU.

NOW, THEREFORE, BE IT FURTHER ORDAINED that:

- a. All ordinances or portions of ordinances which are inconsistent with this Ordinance shall be repealed as to their inconsistencies only.
- b. The various parts, sections and clauses of this Ordinance are hereby declared to be severable so that if any part, sentence, paragraph, section or clause of this Ordinance is adjudged unconstitutional or invalidated by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.
- c. This Ordinance shall take effect immediately upon final passage and publication as required by law.

ADOPTED: *July 17, 2001*

TOWNSHIP OF WASHINGTON

By: 
John Horensky, Mayor

ATTEST:

By: 
Mary Ann O'Neil, RMC, CMC

SCHEDULE A

ASBURY FARMS SANITARY SEWER SERVICE AREA

The sanitary sewer service area is the area known as and shall be limited only to the area located within Lots 2, 2.02, 3, and 3.04, Block 65 in Washington Township, Warren County, New Jersey. This area is also known as the Planned Village District and further defined in Section 123-13.2 of the Washington Township Land Development Ordinance.

No individual or entity outside of this area shall be permitted to connect to or obtain service from this sewerage collection and treatment system.

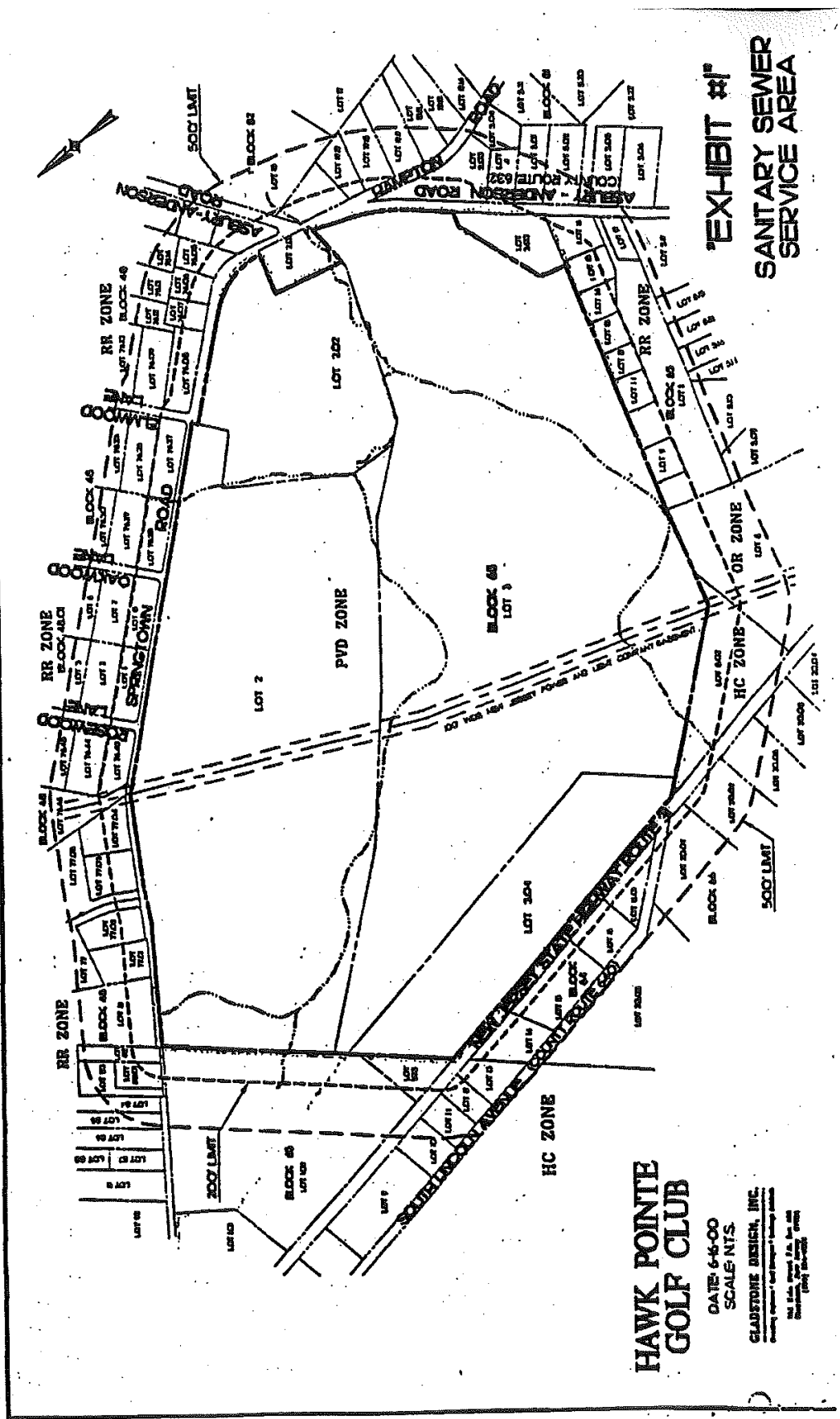


EXHIBIT #1
SANTARY SEWER
SERVICE AREA

**HAWK POINTE
GOLF CLUB**

DATE: 6-16-00
SCALE: N.T.S.
CLARSTONE DESIGN, INC.
CLARSTONE DESIGN, INC.
100 N. 10th St., Suite 100
Columbia, SC 29201

NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced and passed on first reading at a regular meeting of the Township Committee of the Township of Washington held June 19, 2001 and ordered published in accordance with the law. Said Ordinance will be considered for final reading and adoption at a meeting of the Township Committee to be held on July 17, 2001 at 7:30 p.m. or as soon thereafter as the matter may be heard, at the Police/Municipal Building, 33 Little Philadelphia Road, Washington, NJ, 07882, at which time all persons interested will be given an opportunity to be heard concerning such Ordinance.


Mary Ann O'Neil, RMC/CMC
Township Clerk

EXHIBIT 2
FRANCHISE EXTENSION AREA

EXHIBIT B



- NOTES:
1. EXISTING FRANCHISE AREA AS ADOPTED BY WASHINGTON TOWNSHIP ORDINANCE 2001-07.
 2. PROPOSED EXPANDED FRANCHISE AREA AS DELINEATED FOR 'AREA 1' IN THE HAWK POINT VILLAGE REDEVELOPMENT AREA PLAN (REVISED 01/02/2022).
 3. PROPOSED EXPANDED FRANCHISE AREA AS DELINEATED FOR 'AREA 2' AND 'AREA 3' IN THE HAWK POINT VILLAGE REDEVELOPMENT AREA PLAN (REVISED 01/02/2022) AND BLOCK 65, LOTS 8.02 AND 8.03.

PURCHASE AGREEMENT

THIS AGREEMENT made and entered as of this 13 day of January 2020 by and between New Jersey-American Water Company, Inc. (the "Purchaser") having its principal place of business at One Water Street Camden, NJ 08102 and Asbury Farms Urban Renewal, LLC (the "Seller") having its principal place of business at 5 Clubhouse Drive, Suite 10, Washington Township, NJ 07882.

PREAMBLE

WHEREAS, Seller is the owner of a tract or parcel of land located at Lots 1, 3.03, 9, 11 - 16, Block 65 in the Township of Washington, Warren County, New Jersey, in what is commonly referred to as "Hawk Pointe Redevelopment Area 1" (hereafter the "Redevelopment Area 1");

WHEREAS, Seller intends to build on said parcel approximately 80 single family homes in Redevelopment Area 1;

WHEREAS, Seller has constructed a Waste Water Collection System to service the 80 single family home to be constructed in Redevelopment Area 1;

WHEREAS, the 80 homes in the Redevelopment Area 1 Subdivision are to be connected to and serviced by the Area 1 Wastewater Collection System (as hereafter defined), which shall be connected to and serviced by the existing NJAW Hawk Pointe Wastewater Treatment Plant, which Seller has exclusive right to the use the existing and expanded capacity (as hereafter defined) ; and

WHEREAS, Purchaser is an investor owned public utility company operating under the jurisdiction of the New Jersey Board of Public Utilities; and

WHEREAS, Seller is willing to sell and the Purchaser is willing to buy and operate the Area 1 Wastewater Collection System on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties may utilize this Agreement by entering into appropriate amendments to provide for the conveyance of additional wastewater collection systems as Seller continues to develop and build out other areas of its Hawk Point development.

NOW THEREFORE, in consideration of the agreements contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Purchaser and the Seller agree as follows:

ARTICLE I
DEFINITIONS

"Approved Plans and Specifications" shall mean those plans, designs, specifications and details (and any amendments, supplements or modifications thereto) prepared for the construction of the Wastewater Collection System and which have received all required New Jersey Department of Environmental Protection approvals, permits and consents, or are consistent therewith.

"Final Map" shall mean the map(s) or plan(s) approved by the Washington Township Land Use Board and the Warren County Planning Board and thereafter to be filed in the Office of the Clerk of Warren County to create the Redevelopment Area 1 Subdivision of record.

"Closing" shall mean the closing of title and conveyance of real and personal property contemplated under this Agreement, which shall include transfer to the Purchaser of the Redevelopment Area 1 Wastewater Collection System.

"Residence Connection" shall mean a dwelling unit at the Subdivision for which a Certificate of Occupancy has been issued by Washington Township and which is occupied as a residence and serviced by the Wastewater System.

"Tax Adjustment" shall mean payment by Seller to Purchaser to adjust for the federal income tax treatment to Purchaser of receiving Seller's contributions in respect of capital costs and shall be calculated by multiplying the agreed upon value of the Redevelopment Area 1 Wastewater Collection System as is then constructed and operational at the time of conveyance by the gross up factor of 13.36%.

"Utility Easements" shall mean: (i) blanket easements to construct, maintain, repair and operate tanks, sewer lines, valves, connections, cleanouts, manholes and the like within the boundaries of all streets and otherwise as shown and designated on the Final Maps; (ii) easements within the boundaries of lots as needed to contain portions of the Area 1 Wastewater Collection System in accordance with the site plan and/or Subdivision plans; and access to same. The Utility Easements may be subject to the rights of others, provided they do not interfere with their use as part of the Redevelopment Area 1 Wastewater Collection System.

"Redevelopment Area 1 Wastewater Collection System" shall mean the wastewater collection system designed, built and installed by Seller in the Redevelopment Area 1 Subdivision and shall include any valves, meters, pumps, piping, fixtures and equipment associated therewith and/or required to connect to the NJAW Hawk Pointe Wastewater Treatment Plant, the Utility Easements, and all sewer pipes and mains, tanks, valves, cleanouts, controls, fittings, equipment, fixtures and the like.

"NJAW Hawk Pointe Wastewater Treatment Plant" shall mean the existing wastewater treatment plant, NJPDES DGW Permit No. 0136336, owned and operated by Purchaser, and collection system, including all pipes, valves, controls, filters, tanks, generators, wiring, pumps, fixtures, equipment, and the building housing same for the purpose of receiving, treating and discharging wastewater in accordance with permits and approvals issued by the New Jersey Department of Environmental Protection.

ARTICLE II PROPERTY

2.01. The Seller, for the consideration hereinafter set forth, the sufficiency of which is hereby acknowledged by the Seller, and in consideration of the covenants and agreements herein contained, does hereby agree to sell and convey to the Purchaser and the Purchaser agrees to purchase the Redevelopment Area 1 Wastewater Collection System with all appurtenant rights and interests in land, including the Utility Easements.

(a) Seller shall provide either metes and bounds descriptions or adequate Filed Map descriptions for all easements, and interests in land to be conveyed under this Agreement.

(b) In addition to the foregoing, the Seller shall provide to the Purchaser, without additional charge, copies of all title work in Seller's possession for the Purchaser's use.

ARTICLE III TITLE

3.01. The Seller shall have and deliver to Purchaser good and marketable fee simple title of record to the Redevelopment Area 1 Wastewater Collection System.

3.02. In the event that examination of title to be made by and at the cost and expense of the Purchaser discloses any exception to title which would render title unmarketable, then Seller shall have a reasonable time thereafter not exceeding one hundred twenty (120) days to cause the removal of such exception and the Seller shall, at its sole cost and expense, diligently attempt to do so. In the event that the Seller is unable to cause the removal of such exception within said time period, the Purchaser may in its sole discretion terminate this Agreement, in which event, the Seller shall have no other or further liability or responsibility of whatsoever nature to the Purchaser hereunder and vice-versa; or proceed to closing taking such title as Seller can deliver with an appropriate abatement in the purchase price; or attempt to cause the removal of such exception in which event the closing date shall be extended for a

period of time reasonably necessary in order to accomplish such attempt but the Purchaser shall have no obligation to undertake such an effort.

ARTICLE IV
PURCHASE PRICE, DEPOSIT AND TERMS OF PAYMENT

4.01. The Purchase Price shall be \$1.00 DOLLAR, to be paid by Purchaser at Closing.

4.02. The Seller and Purchaser further agree:

(a) Seller and Purchaser acknowledge that at the time of the Closing the Seller may not have completed construction of all of the Redevelopment Area 1 Wastewater Collection System and house connections and that the same will be constructed and completed by Seller at Seller's sole cost and expense in accordance with the plans therefore approved by , the Township of Washington , and/or the New Jersey Department of Environmental Protection, and in further accordance with all applicable governmental rules and regulations. The Purchaser shall have the right from time to time, but not the obligation to inspect the equipment, facilities and structures forming the Wastewater Collection System and the installation thereof. Any defects or substandard work observed will be reported in writing to Seller, which shall have the same corrected promptly.

(b) During the course of the construction of the remaining Redevelopment Area 1 Wastewater Collection System, Seller shall have such work inspected on a continuing basis by a reputable engineering firm licensed by the State of New Jersey with experience in such work. Such engineering firm shall certify to Purchaser that it has conducted said inspections in accordance with the Approved Plans and Specifications, and that the work has been completed and tested in accordance therewith. Seller shall further test all parts of the Area 1 Wastewater Collection System in accordance with Purchaser testing specifications known as "Sanitary' Sewer System Testing Methods, November 2001" and shall provide to Purchaser: a written report setting forth in detail the results of such tests, together with tapes, and/or films arising from such tests; (ii) record plans of the wastewater collection system prepared in accordance with Purchaser's "Wastewater System As-Built Drawing Standards October 2001", copies of which have been provided to Seller and which are also incorporated herein by reference; and (iii) any Certifications of Completion or similar documents required by the New Jersey Department of Environmental Protection for the Redevelopment Area 1 Wastewater Collection System to be placed in operation. Purchaser shall not be obligated to accept ownership of or operate any part of the Redevelopment Area 1 Wastewater Collection System that have not been properly inspected, successfully tested, and certified as provided for above. The foregoing shall be "Seller's Continuing Obligations." Seller agrees, for a period of ninety (90) days after the transfer of ownership to execute and deliver such documents as Purchaser may reasonably request from time to time to convey to Purchaser or acknowledge Purchaser's ownership of improvements completed as part of Seller's Continuing Obligation, and detailing the cost thereof with appropriate substantiation for such costs. For purposes of this Section 4.02 and 5.01, the term "defects or substandard work" shall mean work not done and/or functioning in compliance with the Approved Plans and Specifications for same as approved by governmental authorities having jurisdiction therefore.

(c) The Engineering firm's inspector shall be trained on safe work practices in accordance with OSHA Standard 29 C.F.R. Section 1926 - Construction. At a minimum, they shall be trained on the OSHA 10-hour Construction Industry Outreach Training Program. Additionally, should the inspector suspect or observe an unsafe work practice, the inspector will immediately notify the Contractor of the possible or actual safety violation and take the necessary action, commensurate with the risk. If the Contractor ignores or refuses to acknowledge inspector's safety non-compliance allegation, inspector shall immediately notify all parties of the Contractor's non-compliance action, response and position. Inspector shall also record and document the non-compliance .

4.03. At Closing; (i) the Seller shall execute and deliver to Purchaser a Bill of Sale conveying all items of personal property, equipment and fixtures which are part of the Redevelopment Area 1 Wastewater Collection System being conveyed at that time, specifically including (but not limited to) an itemized list with costs paid to construct each of the items, property, equipment and fixture conveyed. Seller understands and acknowledges that this information is important to Purchaser in keeping of its accounts as required by utility regulatory authorities and for determination of the Tax Adjustment; and (ii) a Certification conforming to the requirements set forth for same

in Section 4.03(b) covering the portion or sections of the Redevelopment Area 1 Wastewater Collection System then being conveyed.

4.04. Seller agrees to provide to each contract buyer of a home in the Redevelopment Area 1 Subdivision a copy of Purchaser's standard information for customers.

ARTICLE V
OPERATION, INSPECTION, AND REPAIR OF SYSTEMS

5.01. (a) During the course of design and construction of the portion of the Redevelopment Area 1 Wastewater Collection System that has yet to be built, Seller shall: (i) as to design, provide copies of all proposed plans to Purchaser for review and approval. Said review shall be performed within five (5) business days and approval shall not be unreasonably withheld, conditioned or denied provided Seller has provided all information and documents required for said review and approval; and (ii) as to construction activity, to hold a pre-construction meeting with Purchaser and to notify the Purchaser of the anticipated date that construction will commence so that Purchaser will have an opportunity to inspect portions of the yet to be built Redevelopment Area 1 Wastewater Collection System in the course of its construction (such as prior to burying the pipe, etc.). Purchaser will have the right, but not the responsibility to inspect the construction of all Wastewater Collection Systems and will promptly inform Seller of any defects or substandard work noted. Seller agrees to promptly correct any deficiencies or defects noted by Purchaser in the course of inspection. Purchaser will not accept ownership or provide certifications for facilities it did not receive notice of the commencement of construction and which are not tested and approved as provided for in this Agreement. Purchaser may, in its reasonable determination, retain a third-party consultant subject to Seller's approval to conduct any reviews and inspections with the cost to be reimbursed by Seller. Seller's approval shall not be unreasonably withheld, conditioned or denied.

(b) Seller, at its sole cost and expense, shall have the installation of the Redevelopment Area 1 Wastewater Collection System inspected by personnel of one or more experienced firms authorized to offer Professional Engineering services in the State of New Jersey and will provide to Purchaser written certification(s) (signed and sealed by a licensed Professional Engineer in New Jersey) as required by Section 4.04 that construction has been undertaken and completed in accordance with the plans and specifications approved by the Purchaser, the Township of Washington, and the New Jersey Department of Environmental Protection. Seller shall provide completed as-built drawings of the Redevelopment Area 1 Wastewater Collection System, including the pump station(s) that are signed and sealed by a licensed New Jersey Professional Engineer.

5.02. The Bulk Transfer of Wastewater to Purchaser by Seller is contingent on the occurrence of either (i) the Municipal Consent for a sewer franchise to Purchaser as approved by the Board of Public Utilities as provided for in Section 6.03, or (ii) appropriate written authorization in the form of a resolution or ordinance from the Township of Washington that provides that the Township of Washington consents to NJAW Hawk Pointe Wastewater Treatment Plant accepting Wastewater flows from the Redevelopment Area 1 Subdivision. Furthermore, Seller will be considered a bulk customer of Purchaser until such time as the Township of Washington consents to Purchaser having a sewer franchise in Redevelopment Area 1 and the Board of Public Utilities approves the Municipal Consent. Provided that the Township of Washington has authorized Purchaser to accept wastewater flows from the Redevelopment Area 1 Subdivision, Seller shall be billed for the wastewater bulk purchase on a per occupied unit as set forth in Section 5.03. As the bulk customer, Seller shall comply with the applicable Standard Terms Conditions – Wastewater as set forth in Purchaser's tariff as approved by the Board of Public Utilities. Upon approval of the Municipal Consent, and BPU approval of the Municipal Consent, the homeowners will become direct customers of Purchaser and subject to Purchaser's tariff and Seller shall cease to be a bulk customer.

5.03. After homes or other users of the Redevelopment Area 1 Wastewater Collection System at the Redevelopment Area 1 Subdivision are occupied hereinafter (the "Properties", each a "Property"), Seller shall pay to Purchaser a monthly usage fee for each Property connected to the Redevelopment Area 1 Wastewater Collection System in accordance with the attached Schedule A. Purchaser shall submit an invoice to Seller on a monthly basis at the address set forth in Section 14.01 and Seller's payment to Purchaser shall be made in accordance with the terms prescribed of the invoice. Should a Property connect other than on the first day of a calendar month, then the Service Fee for the initial month shall be calculated on a pro rata basis between the date of connection and the end of

that calendar month. Seller's obligations under this Section 5.03 shall terminate upon Purchaser receiving the consent of the Township of Washington to provide wastewater services Redevelopment Area 1 or such time that Purchaser is legally permitted to directly bill and collect payment from the individual Property owner, whichever occurs first.

5.04. Seller shall be responsible for the repair of all defective parts or workmanship of the Redevelopment Area 1 Wastewater Collection System for two years following satisfactory completion and acceptance by Purchaser of such portion. Seller shall assign to Purchaser any warranties and guarantees it receives as to the Redevelopment Area 1 Wastewater Collection System.

ARTICLE VI
**TRANSFER OF PERMIT, MUNICIPAL CONSENT AND APPROVAL BY
THE BOARD OF PUBLIC UTILITIES**

6.01. Purchaser and Seller will immediately petition the municipality for the wastewater franchise consent ordinance. Purchaser will submit the approved franchise to the Board of Public Utilities for review and approval to provide service in accordance with its existing tariffs. Seller agrees to cooperate with Purchaser in securing such franchise approvals. As the decision to approve a franchise is outside the control of Purchaser, Seller acknowledges that success by Purchaser cannot be guaranteed. Should the Township of Washington refuse to award such approvals, or impose conditions materially more burdensome than contained in the franchise approval previously granted to Purchaser by other municipalities, then the parties shall cooperate to overcome the problems encountered. Seller makes no guarantees that the Township of Washington will consent to granting a franchise to Purchaser.

6.02. Upon receipt of the Municipal Consent provided for in Section 6.01, Purchaser shall promptly petition the New Jersey Board of Public Utilities for approval of said wastewater franchise, and for extension of the existing Purchaser wastewater tariff to the service area.

6.03. This purchase of the Redevelopment Area 1 Wastewater Collection System is expressly contingent upon Purchaser's receipt of the Municipal Consent and the approval of the Petition to the New Jersey Board of Public Utilities as set forth in Section 6.02 above. In the event that the Board denies the Petition, Purchaser and Seller agree to work together in good faith to restructure this transaction to overcome the Board's objections and/or satisfy any conditions imposed. However, this shall not be deemed to require either Purchaser or Seller to expend any additional funds. Despite such good faith efforts should the Board's approval still not be attained within a reasonable time, then either party may cancel this Agreement on written notice to the other. The termination of the Purchaser's obligations to purchase the Redevelopment Area 1 Wastewater Collection System shall not terminate the bulk transfer provisions of this Agreement.

ARTICLE VII
CLOSINGS

7.01 (a) The Closing regarding the purchase of the Redevelopment Area 1 Wastewater Collection System shall occur no earlier than twenty (20) days following the entry of the Order and Decision by the New Jersey Board of Public Utilities as set forth in Section 6.03.

(b) Notwithstanding any of the foregoing provisions for time of closing, Purchaser shall have the right to waive any conditions and schedule closing on ten (10) days written notice to Seller.

7.02 At the Closing, the Seller shall deliver to the Purchaser possession of the Redevelopment Area 1 Wastewater Collection System as is then constructed and operational in accordance with municipal and the New Jersey Department of Environmental Protection requirements and in addition to the Tax Adjustment shall also deliver to Purchaser the following documents:

(a) Sellers' Bargain and Sale Deed with Covenants against Grantor's Acts conveying perpetual easements for the entire Area 1 Wastewater Collection System together with all improvements, buildings, equipment, and facilities located on, under or above same. Such conveyance may be subject to the rights of other utility and/or

maintenance easements, provided none shall materially interfere with the use of the conveyed easement by Purchaser as part of the Area 1 Wastewater Collection System. Title to be as set forth in Article III of this Agreement. Said Deed of Easement to be in proper statutory form for recording.

- (b) Such of the Utility Easements as have been constructed by Seller and accepted the Purchaser;
- (c) Seller's usual Affidavit of Title;
- (d) Sellers' Bill of Sale in accordance with Section 4.03 detailing the costs thereof; for which the Purchaser may request additional information (vendor invoices, material invoices...etc..) that comprise how the costs were determined. It is from this detailed cost that the Tax Adjustment will be determined
- (e) A certification of inspection and completion meeting the requirements of Section 4.03 (b).
- (f) Other documents as may be reasonably required by Purchaser, its counsel, or its title insurer

7.03 From time to time following Closing as Seller completes in accordance with municipal and the New Jersey Department of Environmental Protection requirements additional portions of the Redevelopment Area 1 Wastewater Collection System, Seller and Purchaser shall have additional closings for the conveyance of same to Purchaser (with title to be as set forth in Article III of this Agreement), and at each such closing Seller shall deliver the documents enumerated in Section 7.02 above.

7.04 All closings shall take place via mail to the extent practicable, or at a location within the State of New Jersey to be mutually agreed upon.

7.05 In the event that any portions of the Redevelopment Area 1 Wastewater Collection System are conveyed in fee simple and not by way of easement, then the Seller agrees to pay at each closing of title the New Jersey Realty Transfer Fee for the transaction, which fee shall be paid in the form of attorney's trust, or title company check as required by Statute, which check shall be attached to the Deed to be delivered at the closing.

7.06. Seller represents that it nor its predecessor in title has applied for and none of the real property or any part thereof which is part of the Redevelopment Area 1 Wastewater Collection System has been the subject of special treatment under the Farmland Assessment Act of 1964, as amended. The Seller agrees to pay the cost of any such taxes. If the rollback taxes have been assessed, then Purchaser shall have the right to have them paid from closing proceeds with an appropriate reduction in the amount due Sellers.

7.07. In the event that the Seller shall not have satisfied all liens and encumbrances against the Redevelopment Area 1 Wastewater Collection System as of the date of any closing hereunder, the Seller shall cause such liens to be discharged and removed of record, or may have the option to deposit in escrow with an escrow holder mutually agreeable to both Seller and Purchaser an amount sufficient to discharge such liens. Any amount of such escrow deposit remaining after the discharge of such liens and the expenses of the escrow holder shall be paid to the Seller, Nothing herein contained shall require Purchaser to take Title to the property or any part thereof subject to any such liens nor shall this provision in any way modify the provisions with respect to Title set forth in Article III of the within Agreement.

ARTICLE VII **CONDITIONS PRECEDENT**

8.01. The following shall constitute conditions precedent to Purchaser's obligation to close and Purchaser shall not be under any obligation to close unless said conditions precedent are satisfied or waived by Purchaser. Any such waiver shall be effective only upon Purchaser serving upon the Seller written notice of same, executed on behalf of Purchaser. Such waivers shall be effective only as to the condition or conditions being waived as expressly and explicitly set forth in said notice. Purchaser may in such circumstances and at its option upon written notice to the Seller elect to delay Closing until such circumstance have been corrected and/or cancel this Agreement. The conditions precedent for Closing are:

(a) Satisfaction of the contingencies as set forth in Sections 6.03.

(b) The representation, warranties and covenants of the Seller herein above set forth in this Agreement shall be true as of the date hereof and shall remain true as of the date of closing.

(c) Title to the property shall be as set forth in Article III hereof.

(d) To the Sellers knowledge, there has not been any contamination of the Redevelopment Area 1 Wastewater Collection System (including but without limitation the deposit of materials, debris, toxic waste, hazardous substance, containers or other matter or thing of whatsoever nature in, under or upon all or any portion of the Area 1 Wastewater Collection System.

(e) Issuance of all required permits and consents for the operation of the Redevelopment Area 1 Wastewater Collection System.

ARTICLE IX **VIOLATIONS**

9.01. The Seller represents that at the date of this Agreement it has not received any notice of any violations of the laws, ordinances, rules or regulations of any governmental authority having jurisdiction over the Redevelopment Area 1 Wastewater Collection System nor does the Seller have knowledge of any facts, which if known, by any such authority, would cause a violation to be placed thereon any notice of violation affecting the Wastewater Systems at or prior to the date of closing shall be complied with by the Seller at the Seller's sole cost and expense so that the Redevelopment Area 1 Wastewater Collection System shall be conveyed free of same.

ARTICLE X **ASSIGNMENT**

10.01. Neither Seller nor Purchaser shall have the right to assign this Agreement or their rights or obligations there under to any person, firm, corporation, company, or entity without the express written consent of the other party hereto, provided, however, that: (i) such consent shall not be unreasonably withheld; and (ii) notwithstanding the foregoing Seller shall have the right to assign this Agreement to a wholly owned subsidiary business entity provided such successor entity executes and delivers to Purchaser a written Assignment binding, itself to all of the terms and conditions of this Agreement.

ARTICLE XI **CONDEMNATION**

11.01. If prior to closing, there shall be any condemnation proceedings or Eminent Domain Proceedings pending or contemplated against the Wastewater System affecting all or any portion thereof or the access thereto or there from and without limiting the generality of the foregoing all or any portion of the property or the access thereto or there from is affected by any map filed pursuant to N.J.S.A. 27:7-66 or 67 or otherwise (collectively "condemnation proceedings") Purchaser may in its sole discretion (1) terminate this Agreement in which event the Seller's sole obligation shall be to reimburse Purchaser for the Title examination incurred by Purchaser and upon such refund and reimbursement being made in full, the Seller shall have no other further liability or responsibility of whatsoever nature to Purchaser hereunder; or (2) Proceed to closing as provided hereunder in which latter event all awards of settlement under any such proceedings whether or not made prior to closing shall become the property of Purchaser. The Seller hereby assigning to Purchaser any claim or interest therein and the Seller hereby agreeing to execute any documents reasonably required by Purchaser in connection herewith after closing. The provisions of this Article shall survive the closing of Title hereunder.

Notwithstanding the foregoing, Purchaser may not terminate this Agreement under this Article unless said condemnation proceedings would substantially impair the operation of, or access to, the Wastewater System.

ARTICLE XI
REPRESENTATIONS OF SELLER AND
REPRESENTATIONS OF PURCHASER

12.01. The Seller does hereby represent warrant and covenant to the best of its knowledge, information and belief as follows (such representations, warranties and covenants to be true as of the date of this Agreement, as of the date of each closing hereunder and to survive the closing of Title hereunder, where appropriate):

(a) That the Seller is not aware of the pendency or threat of any condemnation proceedings as referred to in Article X of the within Agreement or otherwise which affects the Wastewater System or the access thereto and upon receipt of any notice thereof shall forthwith transmit same to the Purchaser.

(b) That the Seller is not aware of any exception to title which would render same unmarketable for Purchaser's purposes as set forth herein.

(c) That the Seller is not aware of any Ordinance authorizing improvements, the cost of which might be assessed against the Wastewater System, and that to the best of the Seller's knowledge, information and belief, no such Ordinance is pending or contemplated.

(d) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder (a) shall not violate or result in a default (immediately or with the passage of time) under any agreement, contract or instrument to which Seller is a party or by which it is or may be bound, and (b) shall not conflict with or violate any order, writ, judgment or decree to which Seller is subject.

(e) No approval, authorization or other action by, or filing with, any governmental authority is required in connection with the execution and delivery by Seller or this Agreement.

12.02 The Seller and Purchaser do hereby represent, warrant and covenant to the best of its knowledge, information and beliefs as follows (such representations, warranties and covenants to be true as of the date of this Agreement, and as of the date of each closing hereunder):

(a) The Seller and Purchaser are duly organized, validly existing, and in good standing under the laws of the State of New Jersey.

(b) The persons signing this Agreement on behalf of the Seller and Purchaser have the corporate power and authority to execute and deliver this Agreement. The execution, delivery and performance of this Agreement have been duly authorized by all requisite action.

(c) The execution and delivery of this Agreement and the performance by PURCHASER of its obligations hereunder (a) does not conflict with or result in a violation or Purchaser's Articles of Incorporation, Bylaws, or other organizational documents, or of any applicable statute, law or regulation, (b) shall not violate or result in a default (immediately or with the passage of time) under any agreement, contract or instrument to which Purchaser is a party or by which it is or may be bound, and (c) shall not conflict with or violate any order, writ, judgment or decree to which Purchaser is subject.

(d) No additional approval, authorization or other action by, or filing with, any governmental authority is required in connection with the execution and delivery by Purchaser of this Agreement, except for the approval of the Township of Mansfield and or the New Jersey Board of Public Utilities as set forth in Article VI.

ARTICLE XIII
DEFAULT

13.01. Seller's Default. In the event Seller defaults in any of their obligations under this Agreement, then Purchaser shall be entitled to all legal remedies and to reasonable attorney's fees and costs together with reimbursement for expenses reasonably incurred in enforcing its rights under this Agreement.

13.02. Purchaser's Default. In the event Purchaser defaults in any of its obligations under this Agreement, then Seller shall be entitled to all remedies including reasonable attorney's fees and costs and reimbursement for expenses reasonably incurred in enforcing its rights under this Agreement.

13.03. In the event either party fails to comply with any of their obligations under this Agreement, then the aggrieved party shall send written notice to the party in default in accordance with Article XIV which notice shall specify the event of default. Thereafter, the party in default shall have thirty (30) days to cure the default, failing which the aggrieved party can declare a default under this Agreement.

ARTICLE XIV **NOTICES**

14.01. All notices provided for under the within Agreement and any notices given in connection herewith in order to be effective shall be in writing and sent by either (1) Telecopier and Federal Express (or other recognized overnight delivery service); (2) United States Registered or Certified Mail, postage prepaid, return receipt requested; if sent to Seller at Seller's address herein above set forth with copy to Seller's Attorney, _____; If sent to Purchaser at the address herein above set forth with copy to Purchaser's Attorney, General Counsel, New Jersey-American Water Company, Inc., One Water Street, Camden, NJ 08102.

14.02. All notices hereunder shall be effective irrespective of whether or not received upon deposit of same in accordance with Article 14.01, hereof with the United States Postal Service excepting only that any notice pursuant to which the address for notices to any party is changed shall be effective only upon the receipt thereof.

ARTICLE XV **CAPTIONS**

15.01. The article headings or captions set forth in this Agreement are for the convenience of the parties only. Said Article headings do not form a part hereof and are not to be considered a part of this Agreement for the purposes of interpretation or otherwise.

ARTICLE XVI **MERGER**

16.01. It is understood and agreed that all understandings and agreements heretofore made between the parties regarding the subject matter of this Agreement hereto are merged in this Agreement which alone fully and completely expresses their Agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this Agreement.

ARTICLE XVII **MODIFICATION**

17.01. This Agreement may not be changed, modified or terminated orally by either party. It may be changed, modified, or terminated only by written Agreement executed by both parties hereto.

ARTICLE XVIII **BINDING EFFECT**

18.01. This Agreement shall inure to the benefit of and be binding upon the parties hereto and upon the respective heirs, executors, administrators, representatives, successors and assigns, parent companies, subsidiaries and affiliates.

ARTICLE XIX
SURVIVAL OF AGREEMENT

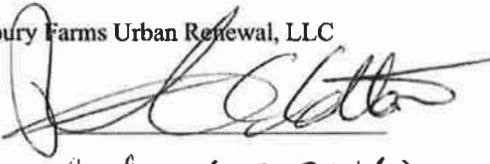
19.01. The terms, conditions and representations of this Agreement shall not merge with the Deed(s) conveying the real property which are part of the Wastewater System.

IN WITNESS WHEREOF, the parties hereto have here unto set their hands and seal as of the date first set forth above.

Asbury Farms Urban Renewal, LLC

Attest:

By:



Name:



Richard C Carter

Eric Peterson

Title:

Managing Member

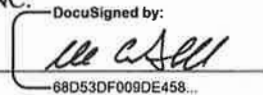
Title:

General Counsel

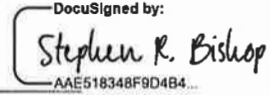
NEW JERSEY-AMERICAN WATER
COMPANY, INC.

Attest:

By:

DocuSigned by:

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Name:

DocuSigned by:

AAE518348F9D4B4...

Donald Shields

Stephen R. Bishop

Title:

Vice President, Engineering

Title:

Assistant Secretary

SCHEDULE A

Seller shall pay to Purchaser a monthly invoice billed in accordance or as set forth on Rate Schedule 6-A of the Purchase's tariff approved by the New Jersey Board of Public Utilities (as attached). The Purchaser's tariff Rate Schedule 6-A shall be adjusted from time to time with the approval by the Broad of Public.

RATE SCHEDULE 6-A
GENERAL METERED SERVICE

APPLICABILITY FOR GENERAL METERED WASTEWATER SERVICE CUSTOMERS

Applicable to all general metered wastewater service customers located in the Company's Tewksbury System (Pottersville - service area of the former Valley Road Sewerage Company) in the Township of Tewksbury in Hunterdon County, Service Areas noted as (A) and (B), formerly served by Applied Wastewater Management, Inc. ("Applied"), on Sheet No. 44 (COWS and Homestead) who receive volume-based water service billings from NJAWC, and the Mansfield Warehousing Area. The Company's charge for wastewater service shall consist of the total of the Fixed Service Charge, a Sewer Usage Charge, and the Wastewater System Improvement Charge (WSIC), as shown on Rate Schedule 9-A.1.

FIXED SERVICE CHARGE – GENERAL METERED WASTEWATER CUSTOMERS

All wastewater service customers shall pay a fixed service charge as indicated below, in addition to the Sewer Usage Charge, if any.

RATE PER MONTH

Non-Exempt	\$50.00
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SEWER USAGE CHARGE – GENERAL METERED WASTEWATER CUSTOMERS

The volume of wastewater use is assumed to equal water meter registration. See Standard Terms and Conditions – Wastewater, Sheet No. 23, for an explanation of how Monthly Sewer Usage Charges are calculated.

	<u>Gallons</u>	<u>Rate</u>	<u>Rate</u>
	<u>Per Month</u>	<u>Per 100 Gallons</u>	<u>Per 1,000 Gallons</u>
Non-Exempt	All	\$0.76000	\$7.6000

CHARACTER OF SERVICE

Continuous, except as limited by the "Standard Terms and Conditions."

TERMS OF PAYMENT

Valid bills for service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company), and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date.

Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

Issued: August 29, 2022

Effective: September 1, 2022

By: Mark K. McDonough, President
 1 Water Street, Camden, NJ 08102
 Filed pursuant to Order of the Board of Public Utilities entered in
 Docket No. WR22010019 dated August 17, 2022.