

AGREEMENT BETWEEN HOPEWELL BOROUGH,  
MERCER COUNTY, NEW JERSEY  
AND  
NEW JERSEY-AMERICAN WATER COMPANY, INC.  
FOR SALE OF THE WATER SYSTEM  
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AGREEMENT BETWEEN  
BOROUGH OF HOPEWELL,  
MERCER COUNTY, NEW JERSEY  
AND NEW JERSEY-AMERICAN WATER COMPANY, INC. FOR SALE  
OF WATER SYSTEM

THIS AGREEMENT (this “**Agreement**”) is made this \_\_\_\_day \_\_\_\_of 2025 by and between THE **BOROUGH OF HOPEWELL**, a municipal corporation of the State of New Jersey, with its principal office located at 88 East Broad Street, Hopewell New Jersey 08525, County of Mercer and State of New Jersey (hereinafter referred to as “**Owner**” or the “**Borough**”)

AND

**NEW JERSEY-AMERICAN WATER COMPANY, INC.**, a corporation of the State of New Jersey, with its principal office located at 1 Water Street, Camden, New Jersey 08102 (hereinafter referred to as “**Buyer**”).

WITNESSETH:

**WHEREAS**, Owner is currently the owner of a certain Water System (the “**System**”) located in the Borough of Hopewell, Mercer County, New Jersey; and

**WHEREAS**, Owner desires to sell and Buyer desires to purchase said System; and

**WHEREAS**, Owner prepared, distributed and advertised and made available to all prospective buyers a Request for Proposals, including certain proposal documents in connection with the proposed sale of the System, pursuant to the New Jersey Water Infrastructure Protection Act, *N.J.S.A. 58:30-1 et seq.*; and

**WHEREAS**, on January 31, 2025, Owner received proposals from various regulated water utilities; and

**WHEREAS**, Owner has determined that the proposal most advantageous to the public was submitted by Buyer and has determined that the best interests of Owner will be met by the sale of the System to Buyer in accordance with and subject to the terms of this Agreement.

**NOW, THEREFORE**, and in consideration of the sum of \$6,400,000.00 to be paid as stipulated herein and in further consideration of the mutual representations, warranties and covenants herein contained, Owner agrees to convey to Buyer and Buyer agrees to purchase the System under the terms and conditions hereinafter set forth herein:

**ARTICLE I. DEFINITIONS**

**I. Specific Definitions**

Certain defined terms shall have the meanings assigned to the terms in the preambles hereof but may nevertheless be referenced below for convenience. When used in this Agreement, the following terms shall have the meanings hereinafter indicated:

“**Act**” shall mean the Water Infrastructure Protection Act, supplementing Title 58 of the Revised Statutes, and amending R.S.40:62-3 (N.J.S.A. 58:30-1 *et seq.*) (“**WIPA**”).

“**Agreement**” shall be as defined in the preamble.

“**Authorized Representative**” shall mean, in the case of Buyer, the President, or such other individual(s) specified in writing, as the representative of Buyer for all purposes of this Agreement and, in the case of the Owner, the Borough Administrator or such other representative of Owner designated in writing via resolution or ordinance, as appropriate, by Owner.

“**Borough**” shall mean the Borough of Hopewell, Mercer County, New Jersey.

“**BPU**” shall mean the Board of Public Utilities of the State of New Jersey.

“**Closing**” or “**Closing Date**” shall mean the date and time specified in Article V, Section II of this Agreement.

“**Customer Service Standards**” shall mean the level of type of service customarily received by the customers of the System, as set forth in Appendix F.

“**Date**” or “**Effective Date**” shall mean the date of this Agreement, when executed by all parties.

“**DEP**” shall mean the New Jersey Department of Environmental Protection.

“**Deposit**” shall mean an amount of money equal to 5% of the Purchase Price paid by Buyer and held by Escrow Agent in accordance with the terms of this Agreement.

“**Escrow**” shall be as defined in Article II, Section II.

“**Escrow Agent**” shall mean \_\_\_\_\_.

“**Escrow Agreement**” shall be as defined in Article II, Section II.

“**Excluded Assets**” shall mean specifically identified equipment and assets that are not included with the Purchase of the System as listed in Appendix H, cash and accounts receivable accrued prior to and including the Closing Date, and any claims or actions which Owner may have against any third party in the event of litigation. All assets owned or leased by the Borough and used or useful in the operation and maintenance of the System are so included unless listed in Appendix H.

“**Existing Collateral Agreements**” shall mean those agreements relating to the System referenced on Appendix C.

**“Final Contingencies”** shall be as defined in Article IV, Section I.

**“Governmental Agency”** means any federal, state, regional, or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction of the System or this transaction.

**“Initial Contingencies”** shall be as defined in Article III Section I.

**“Material Adverse Effect”** shall mean any event, change, circumstance, occurrence, effect or state of facts that (i) is or would reasonably be expected to be materially adverse to the business, assets, liabilities, condition (financial or otherwise) or results of operations of the System, taken as a whole, or (ii) materially impairs the ability of the Owner to consummate, or prevents or materially delays, any of the transactions contemplated by this Agreement or the Existing Collateral Agreements or would reasonably be expected to do so.

**“Municipal Consent”** shall mean Owner’s ordinance, which shall be adopted by Owner under law, granting the authority to Buyer to provide water service in the Borough and granting Buyer the right to utilize the roads, streets, alleys, byways and public places within the Borough and conveying the franchise rights to the System, when approved by the BPU; the Municipal Consent will be in the form attached hereto as Appendix D.

**“Party”** shall mean either Owner or Buyer, individually.

**“Parties”** shall mean Owner and Buyer, jointly.

**“Purchase Price”** shall be as defined in Article II, Section I.

**“Real Property”** shall mean the parcels of real estate, easements and rights of way, and other property rights described in Appendix B annexed hereto. To the extent that any such easements, rights of way or other property rights, used or useful in the System have not been documented and recorded as of the Date first written above, Owner will obtain such documentation and recordation as may be determined appropriate by Buyer prior to closing.

**“State”** shall mean the State of New Jersey.

**“System”** shall mean, collectively, the Water System and Real Property owned by the Borough.

**“Transaction Costs”** shall mean reasonable costs and expenses incurred and reasonably anticipated to be incurred by Owner in connection with the sale of the System which shall not exceed \$150,000.00.

**“Water System” or “System”** shall mean all assets real, personal or mixed used or useful in the operation or maintenance of the Borough’s water system whether or not described in Appendices A or B, including

machinery, equipment, tools, keys, plans, records, files and data related to the water system, unless listed in Appendix H.

“**Work in Progress**” shall mean any capital improvements currently being undertaken which Buyer shall undertake as part of its ongoing operational requirements and which shall be deemed to be included in the System.

## **II. General References**

Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter forms, and the singular shall include the plural and vice versa. Unless otherwise noted, the words “include”, “includes” and “including” when used in this Agreement shall be deemed to be followed by the phrase “without limitation”. The words “agree”, “agreements”, “approval” and “consent” when used in this Agreement shall be deemed to be followed by the phrase “which shall not be reasonably withheld or unduly delayed”, except or unless the context may otherwise specify. The words “hereof”, “hereinafter”, “hereinbefore” and “herein” refer to this Agreement.

## **ARTICLE II. SALE OF SYSTEM AND PURCHASE PRICE**

### **I. Sale of System and Purchase Price**

Subject to the conditions otherwise set forth herein, Owner hereby conveys to Buyer and Buyer hereby purchases all of Owner’s rights, title and interest in and to the System as further described in Appendix A. The total purchase price or consideration for the sale of the System shall be \$6,400,000.00 (the “**Purchase Price**”), plus the sum of the Transaction Costs, all of which shall be paid by Buyer in the following manner:

(a) Deposit: Upon execution of this Agreement, Buyer shall submit an amount equal to the Deposit to be held in escrow as hereinafter provided in Article II, Section II. Upon submission of the Deposit, the \$20,000 bid bond dated January 14, 2025, and previously provided by Buyer to Owner shall be returned to Buyer.

(b) Balance Due at Closing: Upon Closing, subject to the terms and conditions of this Agreement, the balance of the Purchase Price, less the Deposit, increased or decreased by items to be apportioned pursuant to this Agreement shall be paid to Owner by Buyer, by certified check, bank cashier’s check or wire transfer, as directed by Owner prior to the Closing Date.

### **II. Deposit in Escrow**

Buyer shall pay the Deposit to be held by Escrow Agent in an interest-bearing account pursuant to the terms of a mutually agreeable Escrow Agreement and which Deposit and accrued interest shall be credited against the Purchase Price.

### **III. Interest Earnings on Deposit**

Except as set forth in Article II, Section V, the interest accrued on the Deposit shall be paid to Owner upon Closing and together with the Deposit be credited against the Purchase Price.

### **IV. Payment of Transaction Costs**

Notwithstanding any obligations of Owner set forth in the Agreement to solely bear its expenses and costs in connection with the transaction contemplated herein, and in addition to the Purchase Price, Buyer shall pay Owner up to one-hundred and fifty thousand dollars (\$150,000.00) for costs and expenses incurred and reasonably anticipated to be incurred by the Borough in connection with the sale of the System, including but not limited to legal, engineering, financial and other consultant costs (collectively “**Transaction Costs**”). Buyer shall pay the Transaction Costs as follows:

a. \$25,000.00 upon authorization by the governing body for the final Agreement to be submitted to the BPU for approval, which shall be nonrefundable, and shall be documented by a subsequent letter agreement between the parties.

b. \$25,000.00 upon submission by the Borough of the ballot question, with language mutually agreed upon by Owner and Buyer, to the County Clerk for approval of the sale by referendum, which shall be nonrefundable and shall be documented by a subsequent letter agreement between the parties.

c. Up to \$100,000.00 at Closing of the transaction provided Owner provides reasonable support for the Transaction Costs incurred by Owner.

In the event the BPU fails to issue a Final Approval Order for any reason not relating to Owner’s breach, Owner shall be entitled to keep the nonrefundable portion of the Transaction Costs; however, Buyer shall not be obligated to pay the balance of the Transaction Costs and the Deposit, with all accrued interest, shall be returned to Buyer.

### **V. Effect of Owner’s Breach**

If the Closing does not take place for any reason relating to the fault of the Owner, the Deposit and all accrued interest shall be returned to Buyer.

### **VI. Effect of Buyer’s Breach**

Owner and Buyer recognize that following the Parties reaching a final form of the Agreement and the adoption of the Municipal Consent by Owner, this Agreement and the Municipal Consent require the regulatory approval of the BPU. As authorized by Owner in Article III, Section I, it shall be the responsibility of Buyer to apply for, and pursue diligently, such approvals. Owner agrees to cooperate with Buyer to take all steps necessary to submit the petition for such approvals and any reasonable supplements

or amendments to the petition to BPU to achieve the Final Approval Order. Provided that a Final Approval Order is obtained and all other contingencies contained in this Agreement have been satisfied, any material breach by Buyer resulting in a failure to complete the sale will give rise to Owner's rights to terminate this Agreement with thirty (30) days' written notice to Buyer. Any such termination shall make this Agreement null and void and of no further force or effect. Upon termination for Buyer's breach pursuant to this Section, all Transactions Costs payment paid by Buyer up to the date of termination and fifty percent (50%) of the Deposit, with a proportionate share of the accrued interest, shall be retained by Owner as liquidated damages.

### **ARTICLE III. INITIAL CONTINGENCIES**

#### **I. Initial Contingencies**

All contingencies set forth in this Section I are collectively referred to as the "**Initial Contingencies**".

(a) Buyer's obligation to perform pursuant to this Agreement is contingent upon Owner's satisfaction of all the conditions set forth in Paragraphs 1 through 4 below.

1. Agreement and Municipal Approval. Approval by at least two-thirds of the authorized membership of Owner's governing body of the Agreement and approval for Buyer to submit, on behalf of Owner, the Agreement to the BPU for approval and further authorizing the appropriate Owner representative to submit the proposed use of the Purchase Price to the Director of the Department of Community Affairs ("**DCA**") for approval (the "**Municipal Approval**"). In accordance with the requirements of applicable law, Owner shall adopt by at least two-thirds of the authorized membership of Owner's governing body the Municipal Consent in substantially the same form as set forth in Appendix D annexed hereto.

2. Customer Lists. As of the date of execution of this Agreement, Owner shall provide Buyer with the last known names and addresses of all water service customers connected to the System, irrespective of whether they are located in the Borough including water service customers for which Owner does not bill for such services, together with an electronic data file, in a format reasonably satisfactory to Buyer, containing such customer information. Such list and electronic file are to be updated by Owner as of the date of Closing and provided to Buyer.

3. Transfer of Permits. Owner shall make application for the transfer, effective at the Closing, of all water diversion, extension, operating and other water system permits and approvals issued to Owner prior to the Closing by the DEP or any other local, State, or federal agency.

4. Bondholders and Lenders. Owner shall submit for all necessary determinations and execute all documents as necessary to ensure that Buyer shall have no obligation to any bondholders or lenders, if applicable, relating to the System and shall take free and clear title to the System at Closing.

(b) Owner's obligation to perform pursuant to this Agreement is contingent upon Buyer's satisfaction of the condition set forth in Paragraph 1, below.

1. Buyer shall, pursuant to N.J.S.A. 58:30-7, and as authorized by Owner in Article III, Section I, Paragraph (a)1 above, submit the Agreement and the Municipal Consent to the BPU for approval. This action shall be taken by Buyer to discharge Owner's obligation pursuant to WIPA to cause the Agreement to be submitted to the BPU for approval.

(c) In addition to the contingencies set forth in Article III, Sections I(a), (b) and (c) above, each of the Parties will use its reasonable best efforts to take all legal actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement.

## **II. Failure of Initial Contingencies**

In the event that all the Initial Contingencies are not satisfied within 180 days from the date of this Agreement, either Party may declare this Agreement terminated by giving written notice to the other Party, in accordance with Article IX, Section III of this Agreement, whereupon this Agreement shall be null and void and of no force or effect in accordance with the provisions of Article II, Section V. Notwithstanding the foregoing, if, at any time, the said Initial Contingencies are satisfied prior to a Party providing notice of termination of this Agreement, the Parties shall be bound by the terms of this Agreement and the Parties' right to terminate under this Article III, Section II shall cease to exist.

## **ARTICLE IV. FINAL CONTINGENCIES**

### **I. Final Contingencies**

The performance of this Agreement is further contingent upon satisfaction of all of the conditions set forth below (collectively, the "**Final Contingencies**").

(a) BPU Approval

The BPU shall have issued a "**Final Approval Order**". A Final Approval Order shall mean an Order or Orders collectively approving the Agreement and the Municipal Consent and determining that the Purchase Price and Transaction Costs are reasonable under the Act without imposing any Material Adverse Conditions, in the opinion of counsel for Buyer, and as to which there are no pending: (1) applications, motions or petitions for rehearing, reargument or reconsideration; (2) applications for stay; (3) litigation seeking injunctive or

other similar relief; or, (4) appeals and as to which the time for filing an appeal as a matter of right has expired.

(b) DCA Approval

DCA shall have issued the appropriate notice approving Owner's proposed use of the Purchase Price.

(c) Voter Referendum

As a result of a petition filed on August 5, 2024 in accordance with N.J.S.A. 58:30-5g., a sale of the System cannot take place unless it is approved by referendum pursuant to N.J.S.A. 40:62-4 and N.J.S.A. 62-5. Following the BPU's approval of the Agreement and the DCA's approval of the proposed use of the Purchase Price, Owner shall take such action as necessary to submit the referendum question required by N.J.S.A. 40:62-5 to the officer charged with the duty of preparing election ballots.

(d) Transfer of Permits

The Parties shall have received notice of approval of the transfer to Buyer from the DEP or any other local, State or federal agency having jurisdiction, effective at Closing, of all water diversion, extension, operating and other water or wastewater system permits and approvals issued to Owner prior to Closing

(e) Transfer of All Contract Rights for Applicable Existing Collateral Agreements in Connection with the System

Owner shall execute appropriate documents to assign or transfer to Buyer all of its rights to all applicable Existing Collateral Agreements.

(f) Other Approvals

Buyer and Owner shall cooperate in obtaining any other approvals deemed necessary by Buyer prior to the Closing.

(g) Conditions of the System

Owner shall operate and maintain the System, including the facilities and equipment described in Appendix A for the term of this Agreement such that at the Closing, except for normal wear and tear and the Work in Progress, there will be no significant changes in the physical condition of the System other than what was evident on the Date of this Agreement.

(h) Access to the System

Buyer, at Buyer's sole cost, shall have reasonable access to the System from the Date of this Agreement until the Closing Date for purposes including, but not limited to, examination of customer accounts, ordinances, deeds, contracts, maps and plans, inspections and tests of plant and equipment, and surveys of the Real Property and easements, and including without limitation, the results of any Phase I and Phase II

Environmental Site Assessment or other environmental assessment performed with respect to the Real Property. Buyer shall provide Owner with evidence of liability, automobile and workers compensation insurance in amounts and form satisfactory to Owner prior to accessing property for inspections or testing. If Buyer is not satisfied (in its sole discretion) with the results of its due diligence, Buyer may either terminate this Agreement within one hundred and twenty (120) days after the Effective Date at which time Owner shall return the Deposit or Buyer and Owner may reach an alternative resolution to address the deficiency. Buyer hereby agrees to indemnify and hold Owner harmless from any and all claims, demands, suits, actions, damages, liabilities, or expenses in respect to or arising from Buyer's access to the System during this period. Buyer's rights under this Section shall be exercised during normal business hours, with reasonable notice and shall not interfere with Owner's continuing operation of the System. Buyer is responsible for all costs associated with surveys, certifications and easements necessary for Closing and final sale.

(i) Extension of Agreements

Except as may be required for Works in Progress, Owner will not, after the Date of this Agreement, enter into any extension of service agreements which would extend past the Closing Date for water service or in connection with any of the Existing Collateral Agreements without the written consent of Buyer which consent shall not be unreasonably withheld, conditioned or delayed.

(j) Watershed Property Review Board.

Owner will submit an application for review and approval of the transfer of any fee parcels or easements associated with the System to the Watershed Property Review Board (WPRB) in accordance with the Watershed Moratorium and Protection Act, P.L. 1988, c.163; P.L., c.19.

## **II. Failure of Final Contingencies**

In the event that all Final Contingencies are not satisfied within 365 calendar days from the date of adoption by Owner of the Municipal Consent (provided that such non-satisfaction is not due to the failure of Buyer to reasonably and diligently undertake and pursue the obligations of Buyer hereunder) this Agreement may be terminated by Buyer or Owner in accordance with the provisions of Article II, Section VI.

## **III. Risk of Loss**

In the event that the condition of the System is subject to a Material Adverse Effect from the Date of this Agreement to the Closing Date by acts of God, natural disasters or unforeseen circumstances, Owner and Buyer may mutually agree, in writing to a reduction of the Purchase Price or other consideration as compensation for the Material Adverse Effect. If Owner and Buyer cannot reach agreement within sixty (60) days of receipt of notice of the event, both Parties may agree to submit to binding arbitration in

accordance with New Jersey State Board of Mediation Rules, as to a level of reduction of the Purchase Price. In the event Owner and Buyer cannot reach agreement on the Purchase Price adjustment or whether to commit to binding arbitration, either Party has the option to terminate this Agreement with thirty (30) days' written notice, in which case the Deposit shall be returned to Buyer together with all accrued interest and the nonrefundable portion of the Transaction Costs previously paid shall be retained by Owner.

#### **IV. Cooperation of Parties**

This Agreement must be submitted to the governing body and adopted by at least two-third of its authorized membership. Upon approval of the governing body of this Agreement and the Municipal Consent, the Agreement and the Municipal Consent must be submitted to the BPU for review and approval. Owner shall be responsible for obtaining approval of the governing body and Buyer, as authorized by Owner in Article III, Section I, Paragraph 1, shall be responsible for obtaining a Final Approval Order. The Parties agree to cooperate with each other in obtaining such respective approvals. After the Closing, Buyer shall provide for a smooth, uninterrupted transition of service from Owner to Buyer and the Parties shall cooperate with each other to facilitate the transition.

### **ARTICLE V. CLOSING**

#### **I. Closing**

The transfer of the System from Owner to Buyer shall take place at the -Closing, which shall occur and be governed by the terms hereof.

- (a) At Closing, Owner will execute, acknowledge (if appropriate), and deliver to Buyer:
1. a bargain and sale deed associated with the System with covenant against grantor's acts, in recordable form, duly executed by Owner;
  2. an assignment of easements to convey all existing easement rights associated with the System, subject to the Permitted Encumbrances;
  3. all deeds and easements, in recordable form, necessary and required for Buyer to own, operate and access the System;
  4. a bill of sale;
  5. an assignment of the applicable Existing Collateral Agreements;
  6. an assignment agreement for all assignable permits, licenses, plans, warranties and guaranties benefitting the System;
  7. a settlement statement;

8. a certified copy of the appropriate Owner resolution(s) and/or ordinances authorizing the transactions contemplated hereunder;

9. a signed certification by the Owner that the warranties and representations in Article 6 are true and correct as of the Closing Date;

10. originals or copies of all governmental permits and licenses for the System, or any component thereof, in the Owner's possession, to the extent transferable;

11. payoff letters from each lender from which Owner has incurred indebtedness for borrowed or grant money and/or a debt defeasance schedule, as appropriate, as referenced in Section 5.5;

12. Such other resolutions, instruments, affidavits and documents as may be reasonably necessary to effectuate the transaction.

(b) At Closing, Buyer will execute, acknowledge (if appropriate) and deliver to Owner:

1. an assignment of easements to convey all existing easement rights associated with the System, subject to the Permitted Encumbrances;

2. an assignment agreement of the Existing Collateral Agreements;

3. an assignment agreement for all assignable permits, licenses, plans, warranties and guaranties benefitting the System

4. a settlement statement;

5. certified copy of appropriate corporate resolution(s) authorizing the transactions contemplated hereunder;

6. a signed certification by Buyer that the warranties and representations in Article 7 are true and correct as of the Closing Date;

7. The Purchase Price;

8. The balance of the Transaction Costs Payment; and

9. Such other documents, resolutions, instruments, affidavits and documents as may be reasonably necessary to effectuate the transaction.

## **II. Closing Date**

The Closing hereunder shall take place at the office of special counsel to the Borough, DeCotiis, FitzPatrick, Cole & Giblin, LLP, 61 South Paramus Road, Suite 250, Paramus, New Jersey 07652 within forty-five (45) days following the satisfaction of all contingencies enumerated in Articles III and IV and the conditions in Article V, Section III herein. The Parties may mutually agree in writing to have the Closing at another time

or place or to conduct the Closing via electronic document execution and transfer through Buyer's Escrow Agent.

### **III. Conditions of Title to Real Property**

With the exception of those easements identified on Appendix B attached hereto, which shall be assigned by separate documents, the Real Property, as described in Appendix B attached hereto, shall be conveyed by bargain and sale deed with covenants against Owner's acts. Title shall be good and marketable and shall be deemed so if said title is insurable by a title company licensed to do business in the State. Title shall be conveyed by Owner subject only to the following exceptions: (i) survey exceptions, provided that no survey exceptions shall adversely affect the components of the System located on the Real Property; (ii) the exceptions set forth in Appendix E; (iii) the easements, covenants, declaration and restrictions, annexed hereto as Appendix E; and (iv) applicable zoning and government regulations. To the extent that good and marketable title cannot be conveyed, Owner shall use its best efforts to quiet title. At Closing, Owner shall convey to Buyer all rights, easements and agreements necessary for the use and maintenance of the System including water, sewer or other utility pipelines, poles, wires or other like facilities and appurtenances thereto over, across and under real property. To the extent Owner cannot convey same, Owner shall use its best efforts to obtain same. This obligation includes as necessary, (i) the subdivision, at Owner's cost, of any fee parcels on which assets of the System are located; and (ii) the conveyance by easement, at Owner's cost, of any underground pipes not currently subject to necessary easement(s). If prior to Closing Owner elects to cure or is unable to cure any title defect or is unable to convey property interests necessary for Buyer to own and operate the System, Buyer may at its choice (i) continue to close with a corresponding reduction in the Purchase Price equivalent to Buyer's costs for (a) curing any title defects and (b) obtaining any easements necessary for ownership and operation of the System or (ii) terminate the Agreement upon written notice to Owner. If the Buyer terminates the Agreement pursuant to this section, Owner shall promptly and in no event later than ten (10) business days after such termination return to Buyer the Deposit and any unexpended Transaction Costs paid to Owner.

### **IV. Satisfaction of Liens**

If, at Closing, there may be any liens or encumbrances which Owner is obligated to pay and discharge, Owner may use any portion or all of the Purchase Price to satisfy same, provided that Owner shall simultaneously deliver to Buyer, at the time of Closing, instruments in a recordable form and sufficient to discharge such liens and encumbrances of record together with the cost of recording or filing said instruments. If a request is made within a reasonable time prior to the time of Closing, Buyer agrees to provide, at the time of Closing, separate certified checks, if requested, aggregating the amount of the balance of the Purchase Price to facilitate the discharge of any such liens or encumbrances.

## **V. Bonds and Loans**

In accordance with the bond ordinances and form and sale resolutions adopted by the Borough in connection with the debt issued for the System, the Borough shall approve a resolution that provides for: the defeasance and redemption of any outstanding debt issued by the Borough for the System (the aggregate principal amount of which is \$553,000 as of December 31, 2025), and any interest and redemption premium thereon (the "System Debt"); and any costs associated with tax code related compliance arising from the sale. To the extent additional Purchase Price funds are available, the Borough shall use the balance of said funds for allowable purposes strictly in accordance with N.J.S.A. 58:30-7c, which use shall be subject to the approval of the DLGS also in accordance with N.J.S.A. 58:30-7c. As of the date hereof, the Borough does not have any unreimbursed capital expenditures or Federal grants that must be repaid in connection with the sale. At Closing, the Borough shall provide: (a) a written confirmation that it has created a separate escrow account wherein the Purchase Price will be deposited in an amount sufficient to satisfy the System Debt; (b) a sufficiency report or verification report certifying that the Purchase Price deposited in said escrow account will be sufficient to satisfy the System Debt; and (c) an opinion of the Borough's bond counsel addressed to the Borough and Buyer that based solely on the sufficiency report or verification report that the System Debt will be "deemed paid" as of the date of closing. For the avoidance of all doubt the parties acknowledge that the obligations set forth herein as to the use of the proceeds from the Purchase Price are the sole legal responsibility of the Borough. Based upon the Borough's actions described herein, Buyer shall acquire title to the System without any liens or claims against it arising from the System Debt. For the avoidance of doubt, no debt or obligation referenced in this Section shall be considered a Permitted Encumbrance.

## **VI. Realty Adjustments**

Taxes, charges for utilities or other assessments, and items identified in Buyer's title report, if applicable, shall be adjusted as of the Closing Date. The State realty transfer tax, if applicable, shall be paid by Owner. Expenses associated with surveys, inspections, examination of title and title insurance, and any applicable purchaser transfer tax, shall be paid by Buyer.

## **VII. Assessments**

If, at the time of Closing, the Real Property shall be or shall have been affected by an assessment or assessments which are then payable in full or which are payable in annual installments of which the first installment is then due or has been paid, then, those which are to become due and payable after the delivery of the deed(s), shall be deemed to be due and payable at time of Closing and to be liens upon Real Property and shall be paid and discharged by Owner at or before the Closing Date. Owner represents that it has no knowledge of any existing or potential assessments. For the purpose of this Section only, the term "assessments" shall not include charges for connection to utilities.

### **VIII. No Sale of Excluded Assets**

The Excluded Assets as further described in Appendix H shall not be conveyed by Owner as part of the sale of the System, and Excluded Assets shall include cash, securities and the accounts receivable of the Owner.

### **IX. Effective Date of Adjustments**

Closing adjustments will be effective for billing purposes on the Closing Date. Following approval and execution of the Agreement, Owner and Buyer shall develop a mutually agreeable plan for conducting the final meter reading of all meters for all of Owner's customers and rendering final bills to all customers based upon said meter readings. Buyer understands that Owner will pursue collection of past due accounts prior to Closing. Buyer will cooperate in remitting to Owner, any and all payments forwarded to Buyer by customers for services rendered prior to and including the Closing Date. Owner is entitled to revenues for service rendered up to and including the Closing Date and is likewise responsible for all operating expenses up to and including the Closing Date. Buyer is entitled to revenues for services rendered subsequent to the Closing Date and is similarly responsible for operating expenses subsequent to the Closing Date.

### **X. Operation of the System**

Upon Closing, Buyer will operate the System at its own cost and expense and in accordance with applicable local, State, and federal laws, rules and regulations, including the Customer Service Standards.

### **XI. Post-Closing Agreement**

The Parties recognize that certain undertakings set forth in this Agreement, exclusive of the Final Contingencies, may not be capable of being fully performed on or before the Closing Date and such items shall be addressed in an agreement to be executed by both Parties at Closing, which shall identify such items and the respective responsibilities thereto.

### **XII. Post-Closing Obligations**

Subject to the approval of the BPU, Buyer shall be responsible for the following post-Closing obligations:

(a) Capital Improvements. In addition to those repairs otherwise required for the operation of the System under law, Buyer shall, within five years of Closing, execute \$7,000,000 in capital improvements to the System based on the projects outlined in the capital improvement plan and as determined by the comprehensive analysis of the System (which are anticipated to include, but not be limited to, improving the distribution and storage system), and provide periodic updates to the Borough regarding these expenditures and the corresponding capital improvements, as well as the status of Buyer's ten-year capital improvement plan.

(b) Rate Provision. Upon Closing, Buyer shall transition the customers served by the System to Buyer's BPU approved Rate Schedule A-1, including applicable charges, as set forth in the "New Jersey-American Water Company, Inc. Tariff for Water and Wastewater Service" (hereinafter the "Tariff") and in effect at the time of Closing. Thereafter, the rates would change at the same time and frequency as Buyer's general rate case proceedings. The relevant excerpts of the Tariff are attached hereto in Appendix G; provided however, such rates are subject to change as approved by the BPU and the rates in effect at Closing may differ from the rates set forth in Appendix G.

(c) Public Fire Protection Fees. Upon Closing, Buyer shall implement and charge Owner Buyer's BPU approved M-12 Public Fire Protection Service rate as set forth in the Tariff and in effect at the time of Closing. Thereafter, the public fire service rates would change at the same time and frequency as Buyer's general rate case proceedings. The relevant excerpts of the Tariff are attached hereto in Appendix G; provided however, such rates are subject to change as approved by the BPU and the rates in effect at Closing may differ from the rates set forth in Appendix G.

(d) Private Fire Protection Service. Upon Closing, Buyer shall implement and charge the applicable customers of the System Buyer's BPU approved Rate Schedule L-13 Private Fire Protection Service rates as set forth in the Tariff and in effect at the time of Closing. Thereafter, the private fire protection service rates would change at the same time and frequency as Buyer's general rate case proceedings. The relevant excerpts of the Tariff are attached hereto in Appendix G; provided however, such rates are subject to change as approved by the BPU and the rates in effect at Closing may differ from the rates set forth in Appendix G.

(e) Emergent Condition #3; Well No. 4 and Well No. 6.

1. Buyer shall, immediately upon closing and in consultation with DEP (as may be necessary), undertake the following corrective measures to address and correct Emergent Condition #3:

- disconnect Well No. 4 and associated water treatment facilities from the Borough's water supply; and
- increase flow and supply of water through Buyer's existing interconnection to meet all supply needs of the Borough and maintain adequate fire suppression pressure and supply.

As part of Buyer's comprehensive analysis of the System, Buyer shall assess the System's long-term need of Well No. 4 and Well No. 6, and provided that Buyer determines that the wells are not necessary for the water supply needs of the System, Buyer shall convey the well-house structures (and accompanying well assets) to the Borough, following Buyer's completion of necessary decommissioning work in a proper manner and in coordination with DEP. As part of Buyer's purchase of the System, upon Closing the

Borough and Buyer shall enter into mutually agreeable right of entry and access agreements to the well house properties such that Buyer has the necessary access rights across, over and under the Borough's real property to own and operate the assets of Well No. 4 and Well No. 6.

2. Well No. 4 is situated on a portion of real property known as Lot 1, Block 13 on the Hopewell Borough Tax Map, and Well No. 6 is situated on a portion of real property known as Lot 83, Block 25 on Hopewell Borough Tax Map (collectively referred to as the "well house properties"). The right of entry and access agreements for the well house properties shall also provide Buyer with the right, to be exercised in its sole discretion, to acquire ownership of Lot 1, Block 13 and/or the portion of Lot 83, Block 25 on which the well house is located, for a sum of \$1.00. Such transfer shall be evidenced by appropriate deed(s) and such other documents as may be reasonably necessary at the time of transfer. The parties acknowledge that the property on which Well No. 6 is situated (Lot 83, Block 25 on the Hopewell Borough Tax Map), is Green Acres-funded parkland. The use of a portion of this property for municipal water supply purposes is a pre-existing, permitted use of same, and based on the Borough's reasonable belief, Appendix E details the Parties' rights to continue its use for municipal water supply purposes notwithstanding the remainder of the property's Green Acres-funded designation.

(f) Monthly Usage Data. The Buyer will furnish, on a monthly basis to the Borough, water consumption information by account of the Buyer's water customers and provided sewer service by the Borough. The Borough and Buyer shall coordinate on the specifics of the information sharing process.

## ARTICLE VI. OWNER'S REPRESENTATIONS

Except as set forth in the Disclosure Schedule, which is attached as attached as Appendix I, Owner makes the following representations and warranties which are true and complete as of the date of this Agreement. The Disclosure Schedule will be arranged in paragraphs corresponding to the paragraphs in this Article.

### I. Organization of Owner and Authorization

Owner represents and warrants to Buyer that: (a) Owner is a municipality properly created under the laws of the State; (b) Owner is the owner of the System; and (c) Owner has the full right and authority to execute this Agreement and consummate all of the transactions here contemplated, subject to the contingencies hereunder and all applicable State laws.

### II. Indemnification

Owner represents and warrants that Owner will indemnify and save Buyer harmless from any and all claims, demands, suits, actions, damages, liabilities, or expenses, including reasonable attorneys' fees, in respect to or arising out of the ownership and/or operation of the System prior to Closing. Buyer is not indemnified

for any interference with the System operations or negligent actions made by the Buyer before the Date of Closing.

### **III. Title to Assets**

Owner represents to the best of its knowledge, that, except as noted in Appendix B attached hereto, title to all assets of the System are good and marketable and, at the time of Closing, will be free and clear of all liens and encumbrances, except for those items listed in Appendix E.

### **IV. No Warranties**

Except for the representations and warranties set forth herein, Owner represents that the System is being sold “as is” and Owner has not made, is not making and will not make any statement, representation or warranty, express or implied, regarding the condition of the System.

### **V. No Complaints**

Owner represents and warrants that there are no formal complaints and no litigation, either at law or in equity, nor any proceedings before any court, commission or regulatory body pending, or threatened against Owner, in any way pertaining to the System.

### **VI. No Default**

Owner represents and warrants that Owner is not in default of any provisions of law, character, by-laws, contract, franchise, rules or regulations of any governmental agency or any instrument to which it is a party and which in any way affects the System.

### **VII. No Reimbursement Obligations**

Owner represents and warrants that Owner is not a party to any water extension agreement or other contract which, if assigned to Buyer, would obligate Buyer by rebate, reimbursement or other payment to return moneys to third party by reason of installation of some portion of the System.

### **VIII. System Compliance**

Owner represents and warrants that as of the Closing Date the System is in compliance with all State, federal and local laws and regulations and there have been no environmental violations of a continuing nature that have not been addressed by Owner, except as noted in Appendix M.

### **IX. Work in Progress**

Owner represents and warrants that it shall use best efforts to complete all Work in Progress prior to the Closing Date.

### **X. Title to Real Property**

Owner represents and warrants that it is the sole owner and, to the best of its knowledge, has good and marketable title to each fee parcel of real property included in the System and leasehold interest, license or easement in all other real property necessary for the ownership and operation of the System.

## **XI. Permits**

Owner represents and warrants that Appendix L sets forth a complete and accurate list of all permits held by Owner, all of which are in full force and effect and no appeals or other proceedings are pending or threatened with respect to the issuance, terms or conditions of any such permits. To the best of its knowledge and except as noted in Appendix L, Owner has (i) provided to Buyer true and complete copies of all permits set forth in Appendix L, (ii) Owner holds all permits which are necessary or required under applicable law for the ownership, operation and maintenance of the System and the assets to be conveyed to Buyer as currently or previously operated and maintained, (iii) Owner has not received any written notice or other written communication from any governmental authority or other person regarding (1) any actual or alleged violation or failure to comply with any such permits, or (2) any revocation, withdrawal, non-renewal, suspension, cancellation or termination of any such permits. With respect to any permits held by Owner that are scheduled to expire within six (6) months following the date of this Agreement, any applications for renewal of such licenses and permits have been or will be duly filed by Owner with the applicable governmental authority within the time frame required under applicable law.

## **XII. Environmental**

Owner represents and warrants that to the best of its knowledge and except as noted in Appendix M, Owner is in full compliance with and has not been and is not in violation of or liable under any applicable environmental law. Owner has no basis to expect nor has it received any actual or threatened order, notice or other communication from any governmental authority or other person of any actual or potential violation or failure to comply with any environmental law or of any actual or threatened obligation to undertake or bear the cost of any environmental, health and safety liabilities with respect to the System.

Owner represents and warrants that to the best of Owner's knowledge and except as noted in Appendix M, there are no pending or threatened claims, encumbrances or other restrictions of any nature, resulting from any environmental, health and safety liabilities or arising under or pursuant to any environmental law with respect to or affecting the System.

Owner represents and warrants that to the best of Owner's knowledge and except as noted in Appendix M, there are no hazardous materials, except those used in connection with the operation of the System, present on or in the System, including any hazardous materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent.

Owner represents and warrants that to the best of Owner's knowledge and except as noted in Appendix M, none of the following exists at the System: (1) underground storage tanks; (2) asbestos-containing material in any form; (3) materials or equipment containing polychlorinated biphenyl; (4) groundwater monitoring wells; (5) lead contamination; or (6) landfills, surface impoundments, or disposal areas.

### **XIII. The Act**

Owner represents and warrants that as of the Date of this Agreement Owner has complied with and completed all requirements necessary pursuant to the Act to enter into and consummate this Agreement.

### **XIV. Survival**

All warranties and representations contained in this Article VI shall survive Closing.

## **ARTICLE VII. BUYER'S REPRESENTATIONS**

Except as set forth in the Disclosure Schedule, Buyer makes the following representations and warranties which are true and complete as of the date of this Agreement. The Disclosure Schedule will be arranged in paragraphs corresponding to the paragraphs in this Article.

### **I. Organization of Buyer and Authorization**

Buyer represents and warrants to Owner that: (a) Buyer is a duly organized corporation, validly existing and in good standing under the laws of the State; (b) Buyer has the authority to execute this Agreement and perform Buyer's obligations under this Agreement, has been duly authorized by all necessary corporate action and does not conflict with any provision contained in its charter, rules, regulations or by-laws or in any instrument to which Buyer is a party or by which Buyer is bound; and (c) Buyer will furnish to Owner a certified copy of the resolution of Buyer authorizing Buyer to consummate this Agreement and enter into the transactions provided herein.

### **II. Indemnification**

Buyer represents that Buyer will indemnify and hold Owner harmless, including paying all reasonable attorney's fees, from and against any and all claims, demands, suits, actions, damages, liabilities or expenses in respect to or arising out of operation of the System subsequent to the Closing Date.

### **III. No Warranties**

Except as specifically represented and warranted in this Agreement, Buyer represents that Buyer is purchasing the System "as is".

### **IV. Right to Inspect**

Buyer represents that, prior to the Effective Date, Buyer has been afforded the opportunity to inspect and has inspected the System to the extent that Buyer deemed necessary and that Buyer has the continuing right to continue such inspections pursuant to Article IV, Section VIII of this Agreement.

**V. Other Limitations of Local, State, and Federal Laws and Regulations**

Buyer accepts the terms of this Agreement subject to the terms and limitations of all applicable local, State, and federal laws, statutes, rules and/or regulations.

**VI. Assumption of Contracts**

Buyer agrees to assume all outstanding contractual obligations of Owner with the applicable Existing Collateral Agreements set forth in Appendix C hereto for the remaining term of such contracts.

**VII. Customer Service Standards**

Buyer covenants and agrees to provide the customers of the System with continuous uninterrupted service including the supply of potable water in perpetuity and to operate the System in a manner at least equivalent to the Customer Service Standards and with the terms and conditions of Buyer's Tariff and the rules and regulations of the BPU.

**VIII. Land Use Regulation**

Buyer agrees that any maintenance or expansion of the System will be done in conformance with existing Owner land use and zoning ordinances, master plan and historic district standards, if applicable. Any deviations from Owner's land use ordinance will require a variance.

**IX. Litigation**

Buyer represents that there is no litigation, either at law or in equity, nor any proceedings before any commission or regulatory body pending, or threatened against Buyer, in any way that would affect its ability to perform its obligations under this Agreement.

**X. Source of Funds**

The funds comprising the Purchase Price to be delivered to the Borough in accordance with this Contract are not derived from any illegal activity.

**XI. Blocked Person or Entity**

Buyer is not, and is not acting directly or indirectly for or on behalf of any, person, group, entity or nation named by Executive Order of the United States Treasury Department as a terrorist, "Specifically Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control

and the Buyer is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly, on behalf of any such person, group, entity or nation

## **XII. Survival**

All warranties and representations contained in this Article VII shall survive Closing.

## **ARTICLE VIII. ADDITIONAL REPRESENTATIONS AND UNDERSTANDINGS**

### **I. No Broker**

Buyer and Owner represent to one another that this sale has been effectuated without the aid or assistance of any real estate broker or finder and that no commission or finder's fee is due to anyone by reason of any act on the part of Buyer or Owner.

### **II. No Recordation**

It is understood and agreed that this Agreement shall not be recorded in the Mercer County Clerk's Office, or elsewhere; however, the parties acknowledge that all transfers of title to real estate and other interest in properties will be so recorded.

### **III. Notices**

No notice, request, consent, approval, waiver or other communication under this Agreement shall be effective or deemed to have been given, unless the same is in writing and is personally delivered and acknowledged by signature of addressee, or authorized agent at the office address, or by express mail, or federal express, or telefax (provided the addressee sends a telefax confirmation that the notice has been received), or mailed by certified mail, return receipt requested. All the above should be addressed to the parties at the addresses noted below:

To Owner: Borough Administrator Douglas Walker  
Hopewell Borough Hall  
88 East Broad Street  
Hopewell New Jersey 08525

With Copies to: Lisa M. Maddox, Esq.  
Mason, Griffin & Pierson, P.C.  
101 Poor Farm Road  
Princeton, New Jersey 08540

and

R. Scott King, Esq.  
DeCotiis, FitzPatrick, Cole & Giblin, LLP  
61 South Paramus Road, Suite 250  
Paramus, New Jersey 07652

To Buyer: New Jersey-American Water Company, Inc.  
1 Water Street

Camden, New Jersey 08102  
Attention: General Counsel

#### **IV. Requirements of Applicable Acts**

(a) To the extent it does not violate any existing collective bargaining agreements between Buyer and its employees, Buyer agrees that it shall give first consideration in hiring to any Owner employees displaced by the sale of the System.

(b) To the extent applicable to Buyer under New Jersey law, Buyer shall comply with applicable prevailing wage laws in the performance of the Agreement and (1) pay workers not less than the prevailing wage and employ workers from an apprenticeable trade in accordance with N.J.S.A. 34:11-56.25 *et seq.* and (2) require that all contractors and subcontractors comply with the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 *et seq.* Nothing in this Agreement shall expand the Buyer's obligation under New Jersey prevailing wage laws or the public works contractor registration act.

#### **V. Applicable Law**

This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State. Any action brought by either Party related to this Agreement shall be brought in the State, Mercer County.

#### **VI. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be original, but all of which shall constitute one and the same instrument.

#### **VII. No Assignment**

This Agreement may not be assigned by any Party without the prior written consent of the other party.

#### **VIII. Entire Agreement**

This Agreement, together with all Appendices, sets forth all of the promises, agreements, conditions and understandings between the Parties hereto relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either written or oral, expressed or implied between them other than as herein set forth. Except as herein otherwise specifically provided, no subsequent, alterations, amendments, changes or additions to this Agreement shall be binding upon either party, unless reduced to writing and signed by all Parties.

#### **IX. Survival**

Only those covenants, agreements, representations and warranties herein made which expressly provide for post-closing survival shall survive the Closing.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE, EXHIBITS AND SCHEDULES FOLLOW.]**

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**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed, the day and year first above written.

**BUYER:**

**OWNER:**

**NEW-JERSEY AMERICAN  
WATER COMPANY, INC.**

**HOPEWELL BOROUGH**

By: \_\_\_\_\_

Name:

Title:

Date:

By: \_\_\_\_\_

Name:

Title:

Date:

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## Appendix A

### Description of the System

The System is comprised of approximately 55,434 linear feet of water main, one operating well (Well No. 4), one currently inactive well (Well No. 6), 764 service connections, one interconnection, one reservoir, 77 hydrants and 224 valves. All System assets were constructed and financed by the Borough. There are no System assets contributed by developers or other private entities (except as indicated immediately below regarding the two well houses). Attached hereto is a copy of the Service Area Map.

The System supplies water to approximately 1,912 Hopewell Borough residents, approximately 89 commercial users and 41 residences in neighboring Hopewell Township.

Water is supplied to the System from Well No. 4. The well output is approximately 95 GPM. The maximum daily output is 0.144 MG. This range can change due to fluctuations in static well levels that are affected by precipitation. The well has two bubbler units that remove a low level volatile organic compound PCE. The well pumps directly into the primary treatment unit then into the secondary unit. Air pressure is created by two blower motors in an isolated room. This air pressure is forced through injector tubes internally mounted in the treatment units. The air pressure agitates the water passing through the units and removes the VOC through a vent located on the upper right side of the building. The treated water spills into two, 6-inch diameter PVC pipes that lead to a 2,000-gallon clear well. The treated water is pumped from the clear well by a booster pump located in the well house. Zinc Orthophosphate is injected for corrosion control. The water is disinfected with 12% sodium hypochlorite solution. This is the final process before the treated water enters the distribution system.

Additional water is purchased from Buyer. This accounts for 30% - 60% of the water supply depending on the season. The interconnection is located on Elm Street adjacent to the Hopewell Borough Municipal Building at the east end of the Borough. The vault is owned by Buyer. Water pressure from the interconnection is slightly higher than the System's pressure, eliminating the need for booster pumps. There is an adjacent vault which houses zinc orthophosphate and the injection pump. The injection tubing is fed through a conduit that runs from one vault to the other. The injection point is in Buyer's vault. The Borough is currently responsible for all aspects of the ZOP system. Buyer is currently responsible for the disinfection process. The sodium hypochlorite solution, injection pump, and injection point are all housed in Buyer's vault.

The distribution system consists of galvanized, cast iron and ductile iron pipe. There is approximately 10.6 miles of pipe with sizes ranging from 2, 3, 4, 6, and 8-inch diameter. There are 77 fire hydrants and 224 isolation valves. There are 764 total service connections (726 Hopewell Borough, 38 Hopewell Township). Water service connections consist of ½, ¾, and 1 inch copper along with ¾, and 1-inch galvanized pipe. Each customer has a curb stop (shut off) between the main connection and the structure. Water meter sizes range from 5/8, 1, 1 ½, and 2 inch.

The reservoir is located on North Star Avenue in Hopewell Township. The reservoir is a cylindrical concrete structure that is basically ground level. The storage capacity is approximately 0.230 MG (230,000 gallons). System pressure is achieved by ground elevation. The reservoir is approximately 260 feet above the Borough. The average system pressure ranges between 110 PSI - 115 PSI.

Well No. 6 has been out of service since 2000 due to naturally occurring arsenic above NJDEP MCL (no treatment system is currently in place).

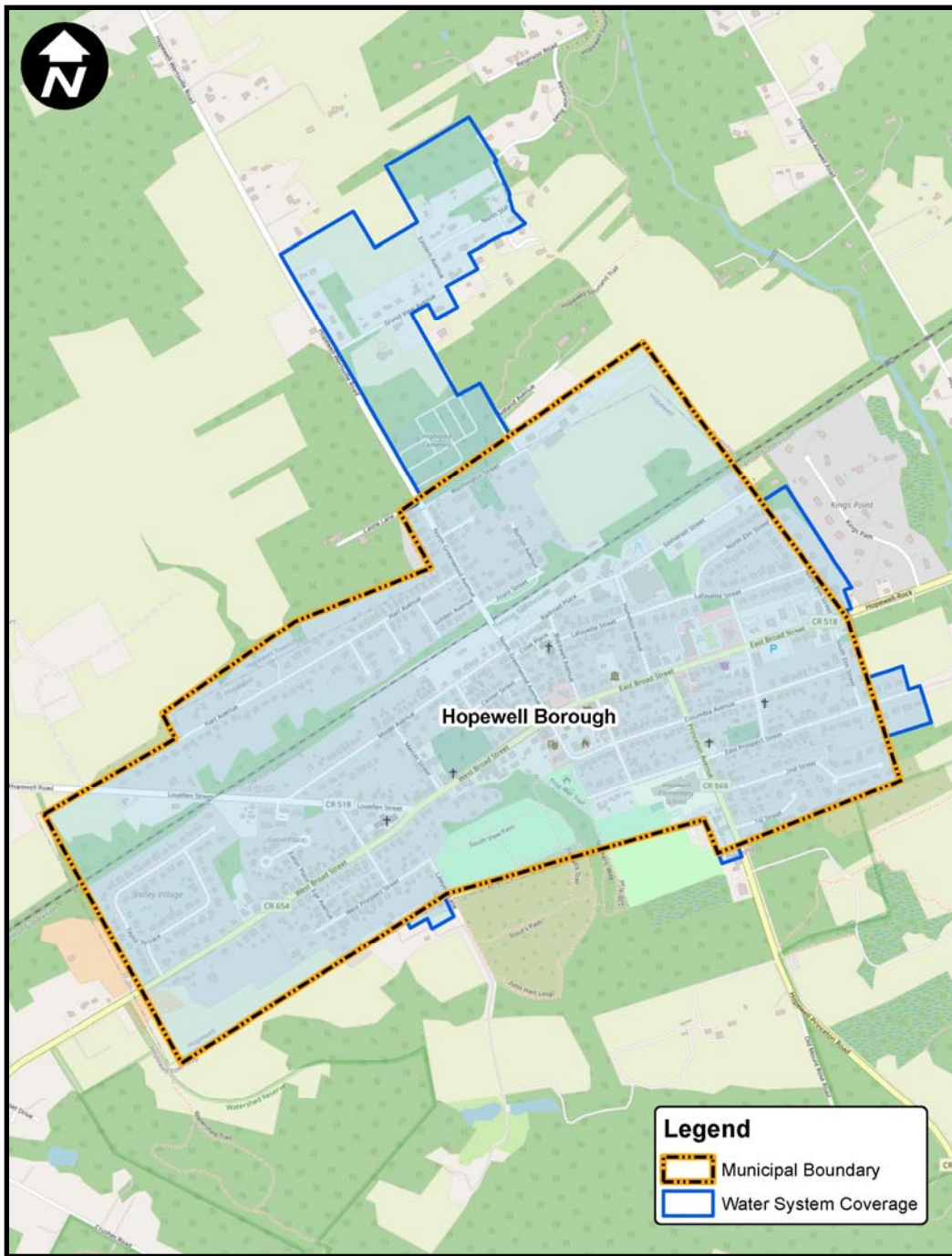
Well No. 2 and Well No. 5 were removed from service in 2006 due to naturally occurring radium and uranium at concentration levels exceeding Safe Water Drinking Act standards. Following a pilot study and cost assessment, the Borough determined that it was unable to meet the financial impact of treatment and subsequently has permanently sealed these wells, which were permanently sealed in 2014.

Well No. 1 was permanently sealed in 1988 and Well No. 3 is sealed (although it is unknown when this permanent sealing took place).

The parties acknowledge that additional relevant descriptions of the System are detailed in the 2025 Asset Management Report by Boswell Engineering and incorporated herein as if fully restated. The Asset Management Plan is not a “government record” as defined by the Open Public Records Act, N.J.S.A. 47:1A-1.1, because it qualifies, or may qualify, as “emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein; [and] security measures and surveillance techniques which, if disclosed, would create a risk to the safety of persons, property, electronic data or software.”

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Figure 2-1: Service Area Map



The distribution system infrastructure within the HBWD service area above is as shown in **Table 2-1**.

**Appendix B**

**Description of Real Property**

<b>Known As</b>	<b>Address</b>	<b>Tax Map Sheet</b>	<b>Block</b>	<b>Lot</b>	<b>Deed Book</b>	<b>Page</b>
Reservoir	North Star Avenue Hopewell Township NJ	Sheet 3, Hopewell Township, NJ	8	39 & 40.01	Vol. 2208	pp. 334-346
Easements*						
Rights of Way* Agreements						

\*After execution of this Agreement and prior to Closing, the Borough shall supplement the information required for the easements and rights-of-way agreements as the information is obtained, and the parties shall amend this Agreement as necessary to incorporate said supplemental information.

**Appendix C**

**Existing Collateral Agreements**

**See attached agreement**

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Between  
BOROUGH OF HOPEWELL

and

NORTHEAST WATER TECHNOLOGY

For Extraordinary and Unspecified Services Agreement

Pursuant to the terms and conditions of N.J.A.C. 5:34-2.1 et seq. and N.J.S.A.40A:11-5-1(a)(ii)

THIS AGREEMENT, made the day of \_\_\_\_\_, 2023

by and between the

BOROUGH OF HOPEWELL IN THE COUNTY OF MERCER, A GOVERNMENTAL AGENCY OF THE STATE OF NEW JERSEY, HAVING ITS PRINCIPAL OFFICES AT 88 EAST BROAD STREET, HOPEWELL, NEW JERSEY 08525

and

NORTHEAST WATER TECHNOLOGY, HAVING ITS PRINCIPAL OFFICES AT 19 NEE A VENUE, NEW WINDSOR, NEW YORK 12553 (Company)

WHEREAS, the Borough of Hopewell has heretofore sought out and desires to retain professional services to implement a fixed network leak logger system to perform monthly noise-interpretive water leak detection analysis and computerized noise correlation leak pinpointing of the water infrastructure for forty-eight consecutive months (4 years); and

WHEREAS, pursuant to the afore-mentioned search, the Company has presented a Program of Work in accordance with requirements of the Borough of Hopewell Water Department and possesses the necessary qualifications and desires to perform the required professional services.

NOW, THEREFORE, for and in consideration of the acceptance and mutual covenants herein contained, the parties hereto agree as follows:

1. The Borough of Hopewell hereby engages the Company, and the Company hereby agrees to perform the services set forth in the Program of Work, which is hereby made a part of this Contract.
2. Company, upon duly signing the agreement, acknowledges and warrants that Company is able and capable of performing all obligations of this agreement.
3. The Borough of Hopewell agrees to pay Company a total fee not to exceed \$33,000 for provision of the services and expenses covered by this Agreement and described in the Program of Work. Company agrees to make payment for all proper charges for labor and materials required in the performance of the work and/or service and/or provision of goods under this agreement and indemnifies and saves harmless the Borough of Hopewell, its officers, agents or servants, each and every one of them, against and from all suits and Company or any of its officers, agents or servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of said work, or through the negligence of said Company or

through any improper or defective machinery, implements or appliances used by said Company in the aforesaid performance (work and/or service and/or the provision of goods) or through any act or omission on the part of said Company, or his agent or agents.

4. The services of the Company shall begin as of the date first written above and shall continue uninterrupted for a minimum period of 1 year from the date of this agreement until completion in Year 2024. Should additional services be desired by the Borough of Hopewell, the terms of this contract may be continued indefinitely if mutually agreed to by both parties. It is also agreed and understood that the acceptance of the final payment by Company shall be considered as an absolute release in full of any claims against the Borough of Hopewell, governing body and any and all officers, employees or servants thereof, out of, or by reason of the work done and/or materials furnished or products delivered under this agreement unless an extension of the terms of this agreement is accepted by the Borough of Hopewell and the Company.
5. Company agrees to perform the work and services pursuant to the Program of Work and the requirements of this Agreement. In the event that the professional leak consultant of the Company becomes incapacitated or unable to perform the duties as required of this Agreement, and no replacement is available to fulfill the requirements of the Agreement within 30 days, then this Agreement may be terminated by either party by delivery of a written notice of termination. Such notice shall state the effective date of the termination, and be delivered at least 30 calendar days prior to date of termination.
6. Company agrees and represents to the Borough of Hopewell that it will comply with all applicable federal, state, county, and municipal laws, ordinances, and regulations.
7. The owner shall be the employee of the Company responsible for Company's obligations under this Agreement.


IN WITNESS WHEREOF, this agreement has been executed by the BOROUGH OF HOPEWELL and NORTHEAST WATER TECHNOLOGY, and is effective from the day and year first written above.

WITNESS OR ATTEST:

BY:

  
Borough of Hopewell Representative

BY:

  
George A. Walter/Owner

ATTEST:



ATTEST:



**Appendix D**

**Form of Municipal Consent**

**MUNICIPAL CONSENT ORDINANCE**

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE OF THE BOROUGH OF HOPEWELL, MERCER COUNTY, GRANTING MUNICIPAL CONSENT TO NEW JERSEY-AMERICAN WATER COMPANY, INC. TO PROVIDE WATER SERVICE AND THE CONSTRUCTION, EXPANSION AND MAINTENANCE OF WATER FACILITIES IN THE PUBLIC RIGHT OF WAY IN BOROUGH OF HOPEWELL IN ORDER TO FURNISH WATER SERVICE WITHIN THE BOUNDARIES OF THE BOROUGH.**

**WHEREAS**, New Jersey-American Water Company, Inc. (“New Jersey-American Water”) is in the process of acquiring the water system (the “System”) currently owned and operated by the Borough of Hopewell (the “Borough”), subject to regulatory approvals; and

**WHEREAS**, the Borough is desirous of having New Jersey-American Water acquire the System; and

**WHEREAS**, New Jersey-American Water is a regulated public utility corporation of the State of New Jersey presently seeking the municipal consent of the Borough to permit New Jersey-American Water to provide water service to the Borough; and

**WHEREAS**, New Jersey-American Water has requested the consent of the Borough to provide water service to the Borough pursuant to N.J.S.A. 48:2-14; and

**WHEREAS**, New Jersey-American Water has requested the consent of the Borough for use of its 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 Borough pursuant to N.J.S.A. 48:19-17 and N.J.S.A. 48:19-20, to lay its pipes 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 said privilege (except fees for road opening permits shall be paid), 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

**WHEREAS**, it is deemed by the Mayor and Borough Council that granting said consent is in the best interest of the Borough and its citizens; and

**WHEREAS**, notice of this Ordinance was published in accordance with the requirements of N.J.S.A. 48:3-13 and N.J.S.A. 48:3-14.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Council of the Borough of Hopewell, Mercer County, a municipal corporation of New Jersey, as follows:

**Section 1.**

- A. The Borough hereby grants to New Jersey American Water, its successors and assigns, in perpetuity the exclusive municipal consent to provide water services to the Borough pursuant to N.J.S.A. 48:2-14.

- B. The Borough hereby grants to New Jersey-American Water, 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 fifty (50) years as set forth in N.J.S.A. 48:3-15, as well as the consent pursuant to N.J.S.A. 48:19-17 and 48:19-20, as amended, without charge therefore, (except fees for road permits shall be paid) as the same may be required in order to permit New Jersey-American Water to add to, extend, operate and maintain the necessary water facilities on public streets, roads and property described herein in order to provide said water service.
- C. That a certified copy of this Ordinance, upon final passage, shall be sent to New Jersey-American Water, who will provide to the New Jersey Department of Environmental Protection and the Board of Public Utilities of the State of New Jersey as necessary.
- D. That the consent granted herein shall be subject to New Jersey-American Water complying with all applicable laws of the Borough and/or the State of New Jersey including, but not limited to, any and all statutes and administrative agency rules and/or regulations.
- E. The Borough Administrator, Mayor, and the Clerk of the Borough, or their respective designee, are authorized to execute the documents and agreements necessary to effectuate the municipal consent and to protect the rights of the public involved.

## **Section 2**

Each section, subsection, sentence, clause, phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

## **Section 3.**

Repealer.

All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistencies.

## **Section 4.**

This ordinance shall take effect upon final passage and publication as required by law.

## Appendix E

### Permitted Encumbrances

Well No. 4, situated on a portion of Lot 1, in Block 13, at the easterly corner of the Model Avenue/Louellen Street intersection, is enclosed by a well house which was redesigned and reconstructed in 1995 with funding from a private donor. The reconstructed well house, which includes structural and architectural enhancements that reflect the historic character of the Borough of Hopewell, is a prominent cultural asset to community. The exterior maintenance of the well house is currently supported by a private foundation working in coordination with the Borough. Any exterior improvements, alterations or additions to the existing well building, or the installation of fencing, will require review and approval from the private foundation, the Hopewell Borough Historic Preservation Commission, the Hopewell Borough Zoning Officer, and the Hopewell Borough Planning Board. Buyer and the Borough shall execute a maintenance agreement to ensure the continued maintenance of the exterior well house as required herein.

Well No. 6, situated on a portion of Lot 83, in Block 25, is enclosed by a well house that was constructed in 1995 with funding from a private donor. The well house at Well No. 6 includes structural and architectural enhancements that reflect the historic character of the Borough of Hopewell, and maintenance of the well house is supported by the same private foundation. Any exterior improvements, alterations, or additions to the existing Well No. 6 well building, or the installation of fencing, will require approval from the supporting foundation, the Hopewell Borough Historic Preservation Commission, the Hopewell Borough Zoning Officer, and the Hopewell Borough Planning Board. Buyer and the Borough shall execute a maintenance agreement to ensure the continued maintenance of the exterior well house as required herein.

Lot 83, in Block 25, also commonly known as Hopewell Park, was acquired with funding from the New Jersey Green Acres Program, and is listed on the Recreation and Open Space Inventory (ROSI) maintained by the DEP Office of Transactions and Public Land Administration, and as shown on the attached Green Acres materials. As such, this property is subject to the regulations of the Green Acres Program rules regarding the disposal or diversion of parkland (N.J.A.C. 7:36). Any subdivision or alteration of parkland associated with Well No. 6 may be subject to NJDEP review and approval under the Green Acres Program rules.

Both Wells No. 4 and 6 and their associated well houses are located within “Special Flood Hazard Areas Subject to Inundation by the 1% Annual Chance Flood”, as mapped by the Federal Emergency Management Agency (FEMA) in their Flood Insurance Rate Map (FIRM) last revised on July 20, 2016, in areas subject to New Jersey Flood Hazard Area Control Act Rules (N.J.A.C. 7:13). Well No. 6 is located adjacent to stream corridor and areas mapped as wetlands on the NJ GeoWeb Geographic Information System maintained by the DEP.

See attached Green Acres documents.

**EXHIBIT 1 TO DECLARATION  
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: Borough of Hopewell County: Mercer

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_.

**Developed and Partially Developed Lands Held for Recreation and Conservation Purposes**  
(\*If necessary, use the first page following & after Page 4 for additional developed and partially developed lands)

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
1.	2 Railroad Place	RR Station/Mini Park	12	1	2.41	F
2.	2 Railroad Place	RR Station/Freight House	12	2	0.41	F
3.	Greenwood Ave.	Hopewell Park	25	83	7.51	F
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.	* Owner = Borough of Hopewell					

Proj. #: 1105-05-076

Subtotal of Acres on this page ..... 10.33

Total Acres of developed and partially developed lands from all pages of this ROSI... \_\_\_\_\_

**EXHIBIT 1 TO DECLARATION  
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: Borough of Hopewell County: Mercer

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_, 19 \_\_\_\_.

**Wholly Undeveloped Lands Held for Recreation and Conservation Purposes**

(\*If necessary, use the second page following & after Page 4 for additional wholly undeveloped lands)

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>	<u>Funded/Unfunded</u>
A.	W. Prospect St.	Hopewell Park	25	41	12.69	F
B.						
C.						
D.						
E.						
F.						
G.						
H.						
I.						
J.						
K.	* Owner = State of New Jersey					

Subtotal of Acres on this page ..... 12.69

Total Acres of wholly undeveloped lands from all pages of this ROSI..... \_\_\_\_\_

**CERTIFICATION:** I HEREBY CERTIFY that this Exhibit 1 to Declaration, comprising 23.02 total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this 2<sup>nd</sup> day of April, 2004, for recreation and conservation purposes during the time of receipt of Green Acres funding. This ROSI is being submitted to Green Acres as part of the project entitled \_\_\_\_\_

\_\_\_\_\_

Chief Executive Officer of Local Unit

Date: 4/2/05

Paul P. Buda

Planning Board Chairperson (or equivalent)

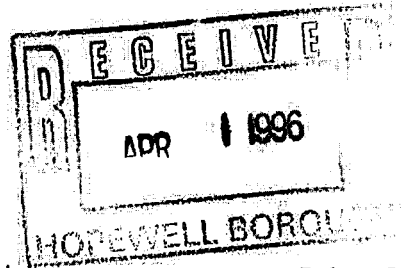
Date: 4/6/05

This Certification is to be signed only on this page, Page 4, of EXHIBIT 1 to DECLARATION.



State of New Jersey

Department of Environmental Protection



Christine Todd Whitman  
Governor

Robert C. Shinn, Jr.  
Commissioner

**GREEN ACRES PROGRAM**  
**CN 412**  
**TRENTON, NJ 08625-0412**  
**TEL.# 609-984-0500**  
**FAX.# 609-984-0608**

March 27, 1996

Hilary R. Fortenbaugh, RMC/CMFO  
Clerk, Borough of Hopewell  
4-6 Columbia Avenue  
P. O. Box 128  
Hopewell, NJ 08525

Re: **Recreation and Open Space Inventory (ROSI)**

*H. Fortenbaugh*  
Dear ~~Ms.~~ Fortenbaugh:

Thank you for your correspondence of March 15, 1996 at which time you raised a number of concerns regarding the completion of the Borough's Recreation and Open Space Inventory (ROSI). Below is a response to each of the questions listed in your letter.

1. *It is our understanding that the subject parcel is currently held by the Borough for mixed municipal purposes, specifically for recreation/conservation uses and for municipal water supply needs. Since these two uses existed on the property at the time of project funding and are the intended uses of the site, as reflected in the Borough's records (land use map, official map, master plan, etc.), the Green Acres Program will consider the non-recreation/conservation use (municipal water supply purpose) of this parcel as a "grandfathered" or pre-existing use. Listing the entire property on your ROSI will not require the Borough to terminate its right to continue to use this parcel for future municipal water supply purposes.*

*We would expect that any future development of new wells, a pump house, treatment facility, etc. on this parcel will be located in areas that would cause minimal impact to the public's use and enjoyment of the recreational lands and its facilities.*

Hilary R. Fortenbaugh, RMC/CMFO  
Clerk, Borough of Hopewell  
March 27, 1996  
Page Two

2. *The water supply areas of the subject parcel may be subdivided and sold to a private utility for the continued use of water supply purposes only.*
3. *If the Borough can reasonably delineate the portion of the property that is held for recreation/conservation purposes from the portion of the property that is held for water supply purposes, then the Borough can list on its inventory only the recreation/conservation area.*
4. *Upon the receipt of a grant or loan, Green Acres restrictions are placed on all lands held by the municipality for recreation/conservation purposes. Such properties shall not be disposed of or diverted to another use without the prior approval of the Commissioner of the Department of Environmental Protection and the State House Commission. Documented pre-existing uses are exempt from these approvals. This encumbrance extends to properties that are listed on the ROSI and on recreation/conservation lands that were advertently or inadvertently left off the list.*

*Should the Borough decide to develop other recreational facilities on site, approval will be granted by this office provided all required State and Federal permits are obtained, if applicable.*

*Please do not hesitate to contact me at (609)984-0631 if you have any further questions or desire to meet on this issue.*

*Very truly yours,*

  
David R. Smith  
Compliance Supervisor  
Bureau of Legal Services & Real Estate

DRS/cg

c. Bambe Cross, Bureau of Green Trust Management

# BOROUGH OF HOPEWELL

MERCER COUNTY

July 19, 1996

Mr. David R. Smith  
Compliance Supervisor  
Bureau of Legal Services and Real Estate  
Green Acres Program  
CN 412  
Trenton, NJ 08625-0412

Dear Mr. Smith,

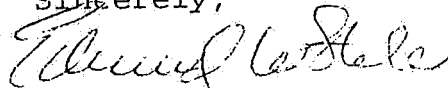
Please find enclosed the Recreation and Open Space Inventory for the Borough of Hopewell. The Borough has one recreation and open space facility half of which is located in the Borough of Hopewell and half of which is located in the Township of Hopewell. This parcel is currently held by the Borough for mixed municipal purposes, specifically for recreation/conservation uses and for municipal water supply needs. We are in receipt of your letter of March 27, 1996 indicating that the Borough will continue to use the site for the municipal water supply purpose as a pre-existing use if we accept the Green Acres funds.

We expect that any future development of new wells, a pump house, treatment facility, etc. on this parcel will be located in areas that would cause minimal impact to the public's use and enjoyment of the recreational lands and its facilities.

There is a second site listed in the Hopewell Borough Master Plan as a recreational site. This is the train station located on Railroad Place. This site was not purchased with firm intent of operation by the Borough of Hopewell. It was acquired to preserve the historic character of the station and to retain the option of renting the property to a private individual or corporation who could operate the site in a manner that would preserve the historic character of the site. This site is therefore not included on our Inventory.

Please do not hesitate to call (609)466-3763 if any additional information is required. Thank you.

Sincerely,



Edmund W. Stiles

RECREATION AND OPEN SPACE FACILITIES INVENTORY

See Instructions on Reverse

ID #         
Co/Mun.       

PARK OR LAND NAME Hopewell Borough Park TOTAL ACREAGE 14.84  
 STREET Columbia Avenue YEAR ESTABLISHED \_\_\_\_\_  
 MUNICIPALITY 1/2 Hopewell Borough, 1/2 Hopewell Twp. TYPE OF AREA\* \_\_\_\_\_  
 COUNTY Mercer  
 GREEN ACRES FUNDS  <sup>NO</sup> ACQ.  DEVEL  BOTH PROJECT NO. \_\_\_\_\_  
 FEDERAL FUNDS  CD  L&WCF  HUD  OTHER FED. PROJ. NO. \_\_\_\_\_  
 WATER BODIES WITHIN PARK tributary of Bedens Brook  
 WATER BODIES ADJACENT TO PARK \_\_\_\_\_  
 PERSON COMPLETING FORM Edmund W. Stiles PHONE NO. 466-3763

**OUTDOOR SPORTS AND GAMES**

	TOTAL NO. LIGHTED	TOTAL NO. UNLIGHTED
1. Baseball/Softball Fields		
2. Basketball Courts		
3. Bocce/Shuffleboard Courts		
4. Exercise/Crosscountry Courses		
5. Football Fields		
6. Golf Courses (9/18 Hole)		
7. Golf Courses (C-N-P/Min.)		
8. Handball/Paddleball Courts		
9. Hockey Courts (Street)		
10. Ice Skating (Outdoor) Acres*		<u>1/8</u>
11. Ice Skating Rinks*		
12. Open Play Fields*		
13. Running Tracks		
14. Snow Skiing Slopes		
15. Soccer Fields		
16. Tennis Courts		
17. Volleyball Courts		
18. Youth Baseball Fields		

11. Boating (Non-motorized) FW (Acres)	
12. Spray Pools (No.)	
13. Swimming Bathhouses (No.)	
14. Swimming Beaches FW (Lin. ft.)	
15. Swimming Beaches SW (Lin. ft.)	
16. Swimming Pools (Above Ground) (No.)	
17. Swimming Pools (In Ground) (No.)	

**RESOURCE ORIENTED FACILITIES**

1. Camping Cabins/Lean-tos (No.)	
2. Camping Tent Sites (No.)*	
3. Camping Trailer/Multiuse Sites (No.)*	
4. Hunting (Acres)	
5. Nature Centers (No.)	
6. Natural Areas/Wildlife Refuges (Acres)	
7. Picnic Areas - Single Family (No.)	
8. Picnic Areas - Group (No.)	
9. Trails - Bicycle/Running (Miles)	
11. Trails - Hiking/CC Skiing (Miles)*	<u>1</u>
12. Trails - Horse (Miles)	
13. Trails - Motorized (Miles)	

**WATER ORIENTED FACILITIES**

1. Boat Access Sites (No.)	
2. Boat Launch Ramps FW (No.)	
3. Boat Launch Ramps SW (No.)	
4. Fishing Piers FW (No.)	
5. Fishing Piers/Jetties (No.)	
6. Fishing Shoreline FW (Ft.)	
7. Fishing Shoreline SW (Ft.)	
8. Marina Slips FW (No.)	
9. Marina Slips SW (No.)	
10. Motorboating FW (Acres)*	

**SPECIAL FACILITIES**

1. Amphitheaters (No.)*	
2. Arboretums/Botanical Gardens (No.)	
3. Equestrian Facilities (No.)*	
4. Historic Structures (No.)*	
5. Playgrounds/Tot Lots (No.)	<u>1</u>
6. Other (Specify)*	<u>Gazebo</u>

Date Completed/Updated \_\_\_\_\_ \* Refer to Instructions on back. U.S.G.S. Map Inventory No. \_\_\_\_\_

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Hopewell Borough County: Mercer

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit. The official map used for this ROSI is named Tax Map Borough Hopewell and is dated 12/15, 1992. The boundaries of all inventoried properties must also be outlined and keyed on full USGS quadrant sheet(s).

DEVELOPED AND PARTIALLY DEVELOPED LANDS HELD FOR RECREATION AND CONSERVATION PURPOSES

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>
1.	Columbia Avenue	Hopewell Borough Park	25	83	7.51
* 2.	Columbia Avenue	Hopewell Borough Park	18	8-01	7.33
3.					
4.					
5.	* This lot is located in Hopewell Township				
6.	Official map - Tax Map of Township of Hopewell				
7.	pg 5 dated April 27, 1987				
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

SUBTOTAL OF ACRES on this page ..... 14.84

TOTAL ACRES of developed and partially developed lands from all pages of this ROSI ..... 14.84

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Hopewell Borough County: Mercer

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit. The official map used for this ROSI is named \_\_\_\_\_ and is dated \_\_\_\_\_, 199\_\_. The boundaries of all inventoried properties must also be outlined and keyed on full USGS quadrant sheet(s).

WHOLLY UNDEVELOPED LANDS HELD FOR RECREATION AND CONSERVATION PURPOSES

<u>Key</u>	<u>Municipal Location</u>	<u>Name</u>	<u>Block</u>	<u>Lot</u>	<u>Acres</u>
A.	NONE				
B.					
C.					
D.					
E.					
F.					
G.					
H.					
I.					

SUBTOTAL OF ACRES on this page .....

TOTAL ACRES of wholly undeveloped lands from all pages of this ROSI ..... 0

CERTIFICATION: I HEREBY CERTIFY that this Exhibit 1 to Schedule B, comprising \_\_\_ total pages, is a complete and accurate listing of all lands held by the Local Unit, as of this \_\_\_ day of \_\_\_, 19\_\_\_, for recreation and conservation purposes during the time of receipt of the loan or grant. This ROSI is being submitted to Green Acres as part of the project entitled \_\_\_\_\_.

George A. Padgett  
Chief Executive Officer of Local Unit

Elizabeth L. Tallman  
Planning Board Chairperson

Date: July 30, 1996

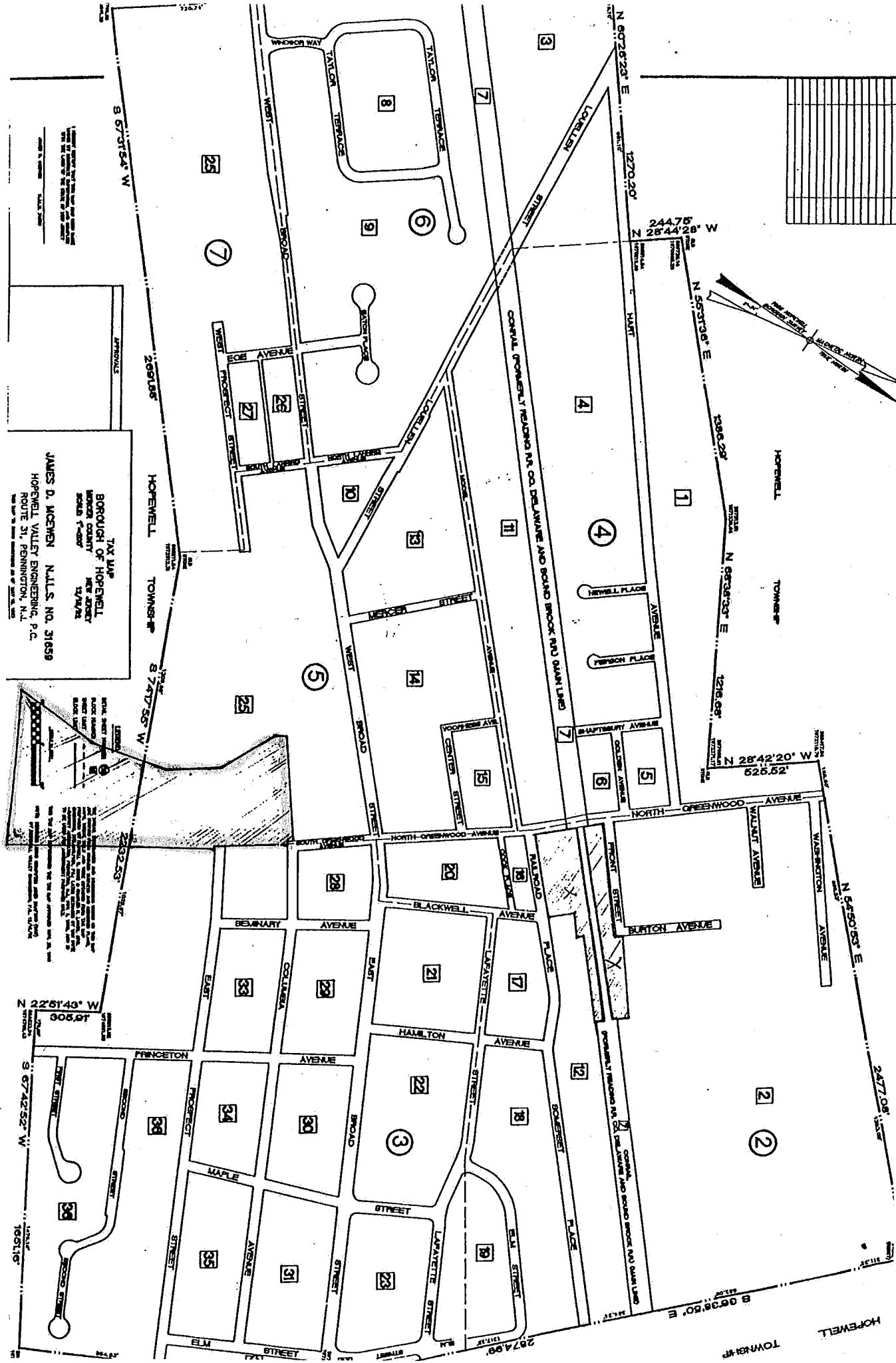
Date: July 26, 1996

THIS CERTIFICATION IS TO BE SIGNED ONLY ON THIS, PAGE 4, OF EXHIBIT 1 TO SCHEDULE B. If necessary, use the form on the first following page for additional developed lands, and use the form on the second following page for additional undeveloped lands.





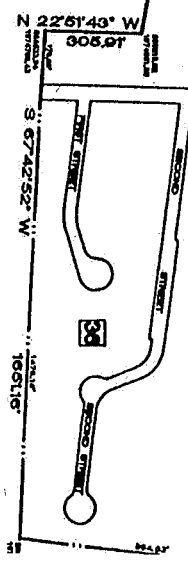
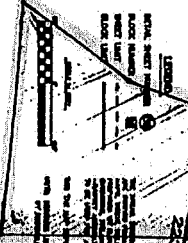




TAX MAP  
 BOROUGH OF HOPEWELL  
 MORRIS COUNTY, NEW JERSEY  
 SCALE 1"=400'  
 12/14/78

JAMES D. MCENENY, N.L.L.S. NO. 31659  
 HOPEWELL VALLEY ENGINEERING, P.C.  
 ROUTE 31, PENNINGTON, N.J.

*Hopewell Borough Park*



HOPEWELL  
 TOWNSHIP

## Appendix F

### Customer Service Standards

1. The Buyer shall maintain the System laterals from mains to curb line of property and shall undertake all necessary capital improvements, maintenance, repairs, and replacement to the System as shall be required from time to time. Such undertaking shall be made in accordance with prudent industry standards.
2. The Buyer shall maintain buildings and property in a neat and orderly appearance consistent with community standards and shall undertake reasonable measures to protect the health, safety, and welfare of the public with respect to the System.
3. The Buyer shall operate the System in a manner to minimize odors, dust, spills, and other nuisances. The Buyer shall provide appropriate customer service staffing and response times for any complaints about nuisances or service problems.
4. The Buyer shall provide a qualified staff and experienced employees and third party contractors who have direct experience in operating similar systems. The Buyer shall maintain the necessary number of employees, staff, and third party contractors to operate, maintain, and manage the System.
5. The Buyer shall implement a plan of action protocol for emergency events which shall include notices to the Borough and other regulating entities having jurisdiction and for measures which facilitate coordinated emergency response actions, as needed. The Buyer shall maintain a toll-free 24-hour telephone number where users of the System can report emergencies.
6. The Buyer shall abide by New Jersey regulations in providing safe and reliable service.
7. The Buyer shall comply with the following customer service commitments as further outlined in Buyer's proposal Section 7:
  - a. Comply with the Buyer's standard terms and conditions and customer service standards for providing regulated utility service, as outlined in its 'Tariff for Water and Wastewater Service' which is located on its website – <http://www.newjerseyamwater.com>- under the Customer Service and Billing tab.
  - b. Delivering excellent, cost-effective customer services including:
    - i. First-Contact Resolution – Timely response to customer inquiries improves satisfaction and reduces customer effort.
    - ii. Timely and Accurate Billing -Quality assurance measures to help ensure delivery of accurate billing and avoidance of customer confusion.
    - iii. Outstanding Collection Performance – Working with customers to manage their account balances and implementing processes to assist customers in identifying payment solutions including payment assistance programs, budget billing, and installment plans as well as establishing low-income discount tariffs.
    - iv. Language Translation Options (Spanish and 200+ additional) –language translation as well as ADA-compliant services to better accommodate diverse customer base.
    - v. Technology Advancements – A virtual assistant for handling frequently asked questions, a customer call scheduling tool, and upgraded customer website.
    - vi. Leveraging Customer Feedback –Customer feedback and internal reviews to help identify and focus on the right opportunities to improve customer experience.
  - c. Providing a self-service customer portal, allowing customers to manage their account 24/7/365. Customers can utilize the portal to:
    - i. View and pay their bill.

- ii. Turn service on or off or make additional service requests.
  - iii. Manage their communication and billing preferences, including signing up for paperless billing and auto-pay, as well as customer notifications for non-emergency work.
  - iv. Apply for customer payment assistance programs (i.e., Budget billing, assistance grants, etc.).
  - v. View water use history and request leak adjustments.
  - vi. Report an emergency.
- d. Customer care agents that offer around-the-clock service that includes:
- i. Emergency assistance (24/7)
  - ii. Customer service support (Monday thru Friday, 7am-7pm local time), including:
    - 1. Field service requests
    - 2. Water billing and collection inquiries
    - 3. Payment processing and reporting
    - 4. Additional non-emergency customer service requests
- e. Responding to emergencies. In the event of a complaint, concern, or emergency, residents can call the company's toll-free number or login to our customer portal to report the situation. Customer Service representatives are available 24 hours a day, 7 days a week for emergencies. The representatives route information directly to the crew in the field who then investigate, secure the area, and call in the necessary resources to address the concern.
- f. Convenient payment options, including by mail, in-person, by phone or online. For those customers who prefer to make their payments in-person, American Water partners with established payment centers to offer this option, including retail grocery stores and other established sites, such as Walmart. To give customers the flexibility to pay how they prefer, payments are also accepted electronically with a credit card or through direct debit, so there are no checks to write, and no stamps required.

**Appendix G**

**Excerpts from NJAW Tariff**

DRAFT

**RATE SCHEDULE A-1**  
GENERAL METERED SERVICE

APPLICABILITY

Applicable for general metered residential, commercial, industrial, and municipal service throughout Service Area 1, Service Area 1A, Service Area 1B, Service Area 1C, Service Area 1D, Service Area 1E, Service Area 2, and Service Area 3, except as specifically provided elsewhere in this tariff. The charge for general metered service shall consist of the total of the Fixed Service Charge, the Water Charge, the Purchased Water Adjustment Clause (PWAC) Charge as shown on Rate Schedule O-1, the Lead Service Line Replacement Charge (LSLRC) as shown on Rate Schedule O-2, the Special Program Charge (SPC) as shown on Rate Schedule O-3, and the Distribution System Improvement Charge (DSIC) as shown on Rate Schedule K.

CHARACTER OF SERVICE

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

FIXED SERVICE CHARGE

All general metered water service customers shall pay a fixed service charge based on the size of each meter installed by the Company. Customers with multiple meters shall be charged for each meter at the indicated rate. Whenever service is established or is discontinued, all applicable fixed charges shall be prorated to the date of establishment or discontinuance of service.

<u>Size of Meter</u>	<u>Non-Exempt Per Month</u>	<u>Exempt Per Month</u>
5/8"	\$22.65	\$19.56
3/4"	34.00	29.36
1"	56.61	48.89
1 1/2"	113.30	97.85
2"	181.38	156.64
3"	339.96	293.60
4"	566.28	489.05
6"	1,132.41	977.97
8"	1,811.83	1,564.73
10"	2,264.81	1,955.94
12"	2,830.77	2,444.71
16"	4,529.62	3,911.88

WATER CHARGE

In addition to the Fixed Service Charge set forth above, a charge will be made for all water used as registered by the meter.

	<u>Gallons Per Month</u>	<u>Rate* Per 100 Gallons</u>	<u>Rate* Per 1,000 Gallons</u>
Non-Exempt	All	\$0.88724	\$8.8724
Exempt	All	\$0.76624	\$7.6624

TERMS OF PAYMENT

Valid bills for general metered water service furnished under this schedule will be rendered monthly in arrears and are due twenty (20) days from the date of the postmark on the envelope in which the bill was transmitted or electronic transmission date for customers on electronic billing. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

SPECIAL PROVISION

\*Non-Exempt consumption charges reflect a water tax of \$.01 per 1,000 gallons of water consumed pursuant to N.J.S.A. 58:12A-21(a). Exempt consumption charges reflect a water tax of \$.01 multiplied by 0.863621 per 1,000 gallons. This water tax is not applicable for sales for resale service. Exempt rates are charged for service rendered to those customers entitled to statutory relief pursuant to N.J.S.A. 54:30A-50, et seq.

Issued: September 5, 2024

Effective: September 15, 2024

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. WR24010056 dated September 4, 2024.

**RATE SCHEDULE L-13**  
**PRIVATE FIRE PROTECTION SERVICE**

**APPLICABILITY**

Applicable for service furnished exclusively to private fire protection facilities served by the Company, throughout Service Area 1G, the Egg Harbor City Utility, except as specifically provided elsewhere in this tariff.

**CHARACTER OF SERVICE**

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

**RATES**

1- Service Charge

<u>Size of Connection</u>	<u>Per Month</u>
For each connection of 2" or less	\$62.50
For each 3" connection	62.50
For each 4" connection	62.50
For each 6" connection	133.33
For each 8" connection	250.00
For each 12" connection	583.33

2- Hydrant Charge

	<u>Per Month</u>
For each Hydrant	\$10.42

**TERMS OF PAYMENT**

Valid bills for private fire protection service furnished under this schedule are to 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. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least thirty (30) days' notice prior to the proposed discontinuance. The Company will adhere to all applicable notification requirements found in N.J.A.C. 14:3-3A.4(j) before discontinuing service.

**TERM**

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

**CONDITIONS**

Subject to the "Standard Terms and Conditions" except as otherwise set forth in this Schedule.

**SPECIAL PROVISIONS**

No additional charge shall be made for water used in extinguishing fires or for underwriters' tests where service is furnished under this schedule.

Private fire service lines shall be equipped with special meters and are to be used exclusively for fire protection purposes. No water shall be used through these connections except for purposes of underwriters' tests or extinguishment of fire. Any water usage for other purposes will be computed under the General Metered Service Rate Schedule A-17.

Residential customers served by a water service line of two (2) inches or less in diameter will not be imposed a standby fee for fire protection system.

Rooming and boarding houses as defined in the "Rooming and Boarding House Act of 1974" and those residential health care facilities as defined in the "Health Care Facilities Planning Act," upon furnishing to the Company proof in the form of a license or certificate from the appropriate state agency that the particular facility or house is entitled to exemption, will be exempt from the charges of Rate Schedule L-13..

Issued: June 12, 2023

Effective: June 1, 2023

By: Mark K. McDonough, President  
1 Water Street, Camden, NJ 08102

Filed pursuant to Orders of the Board of Public Utilities entered in  
Docket Nos. WE21091147, WE21091148 & WE21091146 dated August 17, 2022.

**RATE SCHEDULE M-12**  
**PUBLIC FIRE PROTECTION SERVICE**

APPLICABILITY

Applicable to the municipality for all fire hydrants on public streets within Service Area 1G, the Egg Harbor City Utility.

CHARACTER OF SERVICE

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

RATES

Hydrant Charge

	<u>Per Month</u>
For each Hydrant	\$10.42

TERM

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

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. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

CONDITIONS

Subject to "Standard Terms and Conditions".

---

Issued: June 12, 2023

Effective: June 1, 2023

By: Mark K. McDonough, President

1 Water Street, Camden, NJ 08102

Filed pursuant to Orders of the Board of Public Utilities entered in

Docket Nos. WE21091147, WE21091148 & WE21091146 dated August 17, 2022.

## **Appendix H**

### **Excluded Assets**

Well No. 1 (Block 2, Lot 10 on Hopewell Borough Tax Map)

Well No. 2 (Block 2, Lot 10 on Hopewell Borough Tax Map)

Well No. 3 (Block 2, Lot 9 on Hopewell Borough Tax Map)

Well No. 5 (Block 2, Lot 10 on Hopewell Borough Tax Map)

As noted in Appendix N, proceeds of Owner's special needs claims in the MDL for expenses it may have incurred related to PFAS remediation related to the System.

DRAFT

**Appendix I**  
**Disclosure Schedule**

DRAFT

**Appendix J**  
**Work in Progress**

**None**

DRAFT

## **Appendix K**

### **Owner-Retained Properties and Easements**

Well No. 1 (Block 2, Lot 10 on Hopewell Borough Tax Map)

Well No. 2 (Block 2, Lot 10 on Hopewell Borough Tax Map)

Well No. 3 (Block 2, Lot 9 on Hopewell Borough Tax Map)

Well No. 5 (Block 2, Lot 10 on Hopewell Borough Tax Map)

Block 13, Lot 1 on Hopewell Borough Tax Map

Block 25, Lot 83 on Hopewell Borough Tax Map

DRAFT

**Appendix L**

**Permits**

**See Attached Permits**

DRAFT

**HOPEWELL BOROUGH,  
MERCER COUNTY, NEW JERSEY**

**NOVEMBER 2017**

**WATER ALLOCATION PERMIT  
APPLICATION  
MINOR MODIFICATION/RENEWAL  
PERMIT No. 5229**

This package includes the following:

1. NJDEP form BWA-001 C, Water Allocation Permit Application, Minor Modification/Renewal; including Addendum A, Source Data for Groundwater (Wells)
2. Interconnection Agreement – Elizabethtown Water Company, Inc. dba New Jersey American Water Company & Hopewell Borough Water Company
3. Meter Calibration - Well # 4 – Replacement Meter data
4. Water Conservation and Drought or Water Supply Emergency Management Plan Report for Public Water Supply Systems, dated 6.2.2016
5. Supporting information for the future demands
  - a. 2010 Census
  - b. Portion of 2007 Master Plan
6. Well Decommissioning Reports for Wells 2, 3 & 5
7. Portion of Hopewell Borough Ordinance 10-4.7 Fees and Charges (for water), Rev. Ord. Sup. 10/14
8. Additional Information on the Status of Wells

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MAIL CODE 401-04Q  
DIVISION OF WATER SUPPLY & GEOSCIENCE  
BUREAU OF WATER ALLOCATION & WELL PERMITTING  
P.O. BOX 420  
TRENTON, NEW JERSEY 08625-0420  
(609) 984-6831



WATER ALLOCATION PERMIT APPLICATION  
MINOR MODIFICATION/RENEWAL

**PLEASE READ THE INSTRUCTIONS BEFORE COMPLETING THIS APPLICATION FORM.**  
*Provide all requested information, as applicable.*

**A. LOCATION AND PROPERTY INFORMATION**

The Department maintains a single database of regulated sites. The following information will prevent unnecessary duplication of data.

Name of Facility Application is for (For facilities pending or under construction, please use the proposed facility name)

Hopewell Borough

Street Address/Location (or nearest cross streets if no address is available; P.O. Boxes are not acceptable)

88 East Broad Street

City or Town Hopewell State NJ Zip Code 08525 +

Municipality Hopewell Borough Does the Facility span multiple municipalities? Yes  No

County Mercer Does the Facility span multiple counties? Yes  No

Name Hopewell Borough Telephone ( ) 609-466-2636

Mailing Address 88 East Broad Street

City or Town Hopewell State NJ Zip Code 08525 +

Organization Type: (Check one)  Authority/District/Commission  Municipal  County  State  
 Commercial/Industry  Individually Owned  Utility  Corporation  
 Investor (Non-BPU)  Investor (BPU)  Other

Name Hopewell Borough Telephone ( ) 609-466-2636

Mailing Address 88 East Broad Street

City or Town Hopewell State NJ Zip Code 08525 +

Fax ( ) \_\_\_\_\_ E-Mail address michele.hovan@hopewellboro-nj.us

**CONTACT INFORMATION**

Application Contact (contact at the above address for all application matters):

If an agent has been authorized under the certification section of the application to act as the agent/representative in all matters pertaining to the application, please check here:

If an agent has not been authorized, provide an Application Contact:

Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Reporting Form Recipient/Permit Contact (contact at the above address for permit information and monitoring reports):

Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

If the responsible organization is the Applicant located in No. 3 above, check here:

If the responsible organization is different from the Applicant in No. 3 above, complete the following:

Organization Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City or Town \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ + \_\_\_\_\_

Fax ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_

Organization Type:  Authority/District/Commission  Municipal  County  State  
 (Check one)  Commercial/Industry  Individually Owned  Utility  Corporation  
 Investor (Non-BPU)  Investor (BPU)  Other \_\_\_\_\_

Billing should go to mailing address of:

Responsible Entity/Organization address in No. 4  Applicant/Operating Entities address in No. 3

Name \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Provide the following for any other state, local or federal permit that has been applied for/obtained in relation to this project.

Permit Type	Application No./ Permit No./Relevant DEP No.	Application Date	Application Status
● Water Quality Management Plan Amendment			
● Safe Drinking Water System/Potable Water Supply Well or Intake			
● Hazardous Waste Management Program			
● Land Use Permits (Freshwater Wetlands, etc.)			
● Relevant Environmental Permits – Including Federal, State, & Local Approvals – Specify:			

Is the project located within the New Jersey Pinelands Area? \_\_\_ Yes  No

If this application includes a new source of supply, which is located in the New Jersey Pinelands Area, or is for an increase in allocation, then a Certificate of Filing or Public Development Approval (whichever is appropriate) from the

New Jersey Pinelands Commission must be submitted with the application. The Pinelands Commission can be contacted at (609) 894-7300.

Is the project located in the Delaware River Basin? \_\_\_ Yes \_\_\_ No

If Yes, has a docket been issued for this project by the Delaware River Basin Commission?

\_\_\_ Yes Docket No. \_\_\_\_\_

\_\_\_ No Docket applied for on \_\_\_\_\_ (Date)

The Delaware River Basin Commission can be contacted at (609) 883-9500.

## B. CERTIFICATIONS


In cases where the official required to sign Certification 1 below is the same person as the official required to sign the Certification 2 below, only Certification 1 need be signed. In all other cases, both certifications shall be completed.

This certification is to be signed by the highest-ranking individual at the facility with overall responsibility for that facility.

*I certify under penalty of law that the information provided in this document is true, accurate and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate or incomplete information, including fines and/or imprisonment.*

November 7, 2017

Date

  
Signature

David J. Misiolek

Name (please print)

Director, Water Department

Title

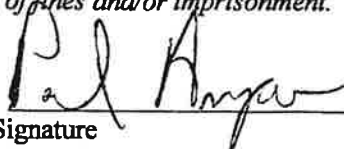
This certification shall be signed as follows:

- (a) For a corporation, by a principal executive officer of at least the level of vice president; or
- (b) For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
- (c) For a municipality, State, Federal or other public agency, by either the principal executive officer ranking elected official.

*I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information. I believe that the submitted information is true, accurate and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate or incomplete information, including the possibility of fines and/or imprisonment.*

November 7, 2017

Date

  
Signature

Paul Anzano

Name (please print)

Mayor

Title

I, the Applicant/Owner Mayor Anzano or Applicant/Operator (when the owner of the facility and the operator of the facility are distinct parties) \_\_\_\_\_

or Co-permittee (if applicable) N/A authorize to act as my agent/representative in all matters pertaining to my application the following person:

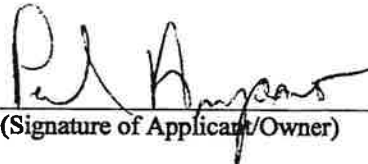
Name Dennis W. O'Neal, P.E. Phone 609-466-0002

Company/Employer Ferriero Engineering, Inc.

Address 17 Model Avenue County Mercer

City or Town Hopewell State NJ Zip Code 08525

Occupation/Profession Professional Engineer

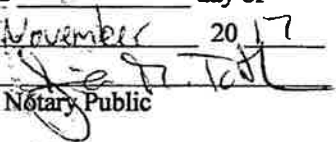
  
\_\_\_\_\_  
(Signature of Applicant/Owner)

\_\_\_\_\_  
(Signature of Applicant/Owner)


\_\_\_\_\_  
(Signature of Co-permittee)

**REGINA M. TOTH**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires 6/13/2021

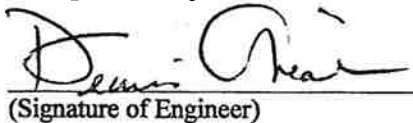
AGENT'S CERTIFICATION

Sworn before me  
this 7<sup>th</sup> day of  
November 2017  
  
Notary Public

I agree to serve as agent for the above mentioned applicant

  
\_\_\_\_\_  
(Signature of Agent)

I hereby certify that the engineering plans, specifications and engineer's report applicable to this project comply with the current rules and regulations of the State Department of Environmental Protection with the exceptions as noted.

  
\_\_\_\_\_  
(Signature of Engineer)

Dennis W. O'Neal, P.E.

Type: Name and Date

Senior Project Mgr., Ferriero Engineering, Inc.

Position, Name of Firm

PROFESSIONAL ENGINEER'S  
EMBOSSSED SEAL

**C. REASON FOR MINOR MODIFICATION**

Check the appropriate reason for minor modification request:

<input type="checkbox"/>	1.	A Replacement Diversion source within 100 feet of the original diversion source
<input type="checkbox"/>	2.	The Addition of a Backup Diversion source within 100 feet of the original diversion source
<input type="checkbox"/>	3.	Groundwater Remediation activities such as: -relocation or replacement of diversion source -increase of pump capacity -addition of diversion source
<input type="checkbox"/>	4.	The Addition of an Off-stream, bermed, lined pond
<input type="checkbox"/>	5.	Sale of Property: _____
<input checked="" type="checkbox"/>	6.	Other: Decommissioning of Well No 2 and Well No. 5, Plans to decommission Well #6 and observation wells Obs #1 & Obs #2

**D. REQUIRED SUBMITTALS - APPLICATION ATTACHMENTS**

Check to ensure the following are included with the application:

Included		
<input checked="" type="checkbox"/>	1.	Proof of Meter Calibration for each source
<input checked="" type="checkbox"/>	2.	Water Conservation and Drought Management Plan <i>If not required, please indicate why:</i> _____
<input checked="" type="checkbox"/>	3.	Information supporting Future Demands Projections listed in Section E.1.
<input checked="" type="checkbox"/>	4.	Send a PDF version of this application and attachments to: <a href="mailto:waterallocation@dep.nj.gov">waterallocation@dep.nj.gov</a>

**E. DIVERSION REQUEST AND DIVERSION SOURCE INFORMATION**

This application is for:

Renewal of existing Permit No. 5229 Activity No. (if known) \_\_\_\_\_

1. Present Allocation:

a. Groundwater: 9.0 million gallons of water per month at a maximum rate of 620 gallons per minute.

Please note the present Aquifer Specific Allocation:

Aquifer/Formation Name	Present Allocation (million gallons)	
	Per Month (mgm)	Per Year (mgy)
Passaic	9.0	90

b. Surface water: 0 million gallons of water per month at a maximum rate of \_\_\_\_\_ gallons per minute.

c. All sources: 9.0 million gallons of water per month at a maximum rate of 620 gallons per minute.

d. All sources: 9.0 million gallons of water per year.

**Note:** Monthly allocations are established based upon the maximum withdrawal expected during any one month (31 days) of the calendar year.

2. Diversion to be used for Potable Water

3. Complete the following for each diversion source:

a. Groundwater (wells)

State Well Permit No. (mandatory)	Well Local Name	Location Description	Existing (E) Proposed (P)	Proposed Maximum Withdrawal Rate (million gallons)	
				Per Month	Per Year
2704973	Well No. 4	Intersection of Model Ave and Louellen Ave.	E	4.46	52.56

b. Surface water (streams, reservoirs, ponds)

Intake Subject Item Identification No. <sup>2</sup>	Intake Local Name	Location Description	Existing (E) Proposed (P)	Proposed Maximum Withdrawal Rate (million gallons)	
				Per Month	Per Year

4. Complete Addendum A and B for each diversion source.

**F. WATER USE**

1. The current and projected average and peak water demands in million of gallons for 5 year intervals are as follows:

WATER DEMAND	AVERAGE DEMAND			PEAK DEMAND	
	Daily	Monthly	Annual	Daily	Monthly
Current Demand	0.16	4.94	59.22	0.221	5.32
5 Year Projections	same	same	same	same	same
10 Year Projections	same	same	same	same	same
15 Year Projections	same	same	same	same	same

2. Present annual average water use:

WATER USE	Self Supplied		Other Sources (mgd)	Total (mgd)	Estimated Consumptive Use <sup>1</sup> (%)
	Ground (mgd)	Surface (mgd)			
Domestic Supply	27.59		26.89	54.48	100%
Industrial Process					
Industrial Cooling					
Irrigation					
Commercial	2.40		2.34	4.74	
Remediation					
Other					
<b>Total Water Use</b>	<b>29.99</b>		<b>29.23</b>	<b>59.22</b>	

<sup>1</sup> Consumptive use is water withdrawn that is not returned to the surface or ground waters at or near the point from which it was taken without substantial diminution in quantity or substantial impairment of quality.

3. The water, after use for above purposes stated in D.2., will discharge into Stoney Brook  
 (Name of Stream, Sewage System, or Subsurface Disposal System). For wastewater discharged directly by the facility or via a sewerage system to treatment plant, provide the location of the plant and its NJPDES Permit Number. Location: Stoney Brook Regional Sewerage Treatment Plant, Hopewell, NJ  
 NJPDES Permit No. NJ 0035301

4. For non-potable diversions, what is the source of water for sanitary use? N/A

**G. IRRIGATION**

Complete if water is to be used for irrigation purposes.

1. Check to ensure the following is included:

Included	
<input type="checkbox"/>	Attach a diagram of the irrigation system piping between the diversion sources, any storage ponds and wet wells, up to the irrigation system distribution piping. Include the position of all water meters.

2. Irrigation is to be used for (e.g. golf course, landscape, grounds maintenance)  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Describe the types of grasses, acreage and maximum need for each in extreme dry weather, in gallons per week.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Describe the irrigation system (type, capacity of nozzles in gpm, maximum number of nozzles operating at one time, average and maximum irrigation time in hours per day, how diversion is metered, how the ponds are fed.)

5. Is there any treated wastewater used for irrigation? \_\_\_ Yes \_\_\_ No

**II. PUBLIC WATER SUPPLY SYSTEMS**

Complete only if diversion is for public water supply.

1. Population

- a. Population supplied at the time of application: 1922
- b. Provide source or basis as to how figure in 1a. was determined: 2010 Census
- c. The population supplied is projected to be 2040 by the year 2020. The method used to calculate the population is (or include in attached report): Estimate based on 2010 census, allowable build out, historic data, and 2007 Master Plan

2. Estimated Consumption (average day of maximum month (MGD)):

- a. Immediate 0.18
- b. Future (0.18 years) 5

3. Quantity or percentage of water supplied during the last calendar year for the following:

	<u>Annual</u>	<u>Maximum Month</u>
Total		
Domestic	<u>92%</u>	<u>92%</u>
Commercial	<u>8%</u>	<u>8%</u>
Industrial		
Other		

4. Quantity or percentage of unaccounted-for water (as defined by N.J.A.C. 7:19-6.2): 11.82 for 2016 (Year), of a total water production of 29.99 million gallons.

5. Number of Service Taps: Domestic 615 Commercial and Industrial 87  
 Number of Meters: Domestic 702 Commercial and Industrial 88

6. Capacity of Plant (gallons daily) 144,000

7. Total System Storage (million gallons) 0.230

8. The following is required for all Public Water Supply Applications:

Included	
<input type="checkbox"/>	a. Provide a list of <b>all contracts</b> with other municipalities or water companies to supply or purchase water. Provide copies of the all contracts not previously approved by the Bureau.
<input type="checkbox"/>	b. List of <b>municipalities to be supplied</b> . Submit a map of the service area when not restricted by established municipal limits. (If not submitted previously.)
<input type="checkbox"/>	c. List of <b>all interconnections</b> , size of each interconnection, and the water system serviced.
<input type="checkbox"/>	d. Other drawings and information deemed pertinent.

**ADDENDUM A  
SOURCE DATA FOR GROUNDWATER (WELLS)**

Complete Well information for all existing and proposed sources. This information is mandatory. Refer to instructions for acceptable values. Please reference the same State Well Permit Numbers and Well Names as referenced in Section D of the application. Attach additional copies of addendum as needed.

State Well Permit No.	2704973	State Well Permit No.	2836917
Well Local Name	No. 4	Well Local Name	No. 6
Date Drilled	4.12.1968	Date Drilled	10.30.95
Total Finished Depth (feet) (include tailpiece if any)	380	Total Finished Depth (feet) (include tailpiece if any)	400
Depth to Top of Open Hole Interval or Screen (feet)	Not Known	Depth to Top of Open Hole Interval or Screen (feet)	302
Depth to Bottom of Open Hole Interval or Screen (feet)	Not Known	Depth to Bottom of Open Hole Interval or Screen (feet)	380
Rated Pump Capacity (gpm)	100	Rated Pump Capacity (gpm)	140
Yield (gpm)	125	Yield (gpm)	170
Aquifer/Geological Formation	Passaic	Aquifer/Geological Formation	Passaic
<b>Elevation Information:</b>		<b>Elevation Information:</b>	
Site Elevation	194.64	Site Elevation	166.47
Elevation System Description	Feet above sea level	Elevation System Description	Feet above Sea Level
Elevation Method Description	NJPLS	Elevation Method Description	NJPLS
Absolute Elevation Accuracy	+/- 0.3 feet	Absolute Elevation Accuracy	+/- 0.3 feet
Absolute Elevation Accuracy Units (feet or meters)	Feet	Absolute Elevation Accuracy Units (feet or meters)	Feet
<b>Locational Information:</b>		<b>Locational Information:</b>	
X coordinate (e.g. Longitude) of well center	417,103	X coordinate (e.g. Longitude) of well center	419,606
Y coordinate (e.g. Latitude) of well center	566,132	Y coordinate (e.g. Latitude) of well center	565,751
Coordinate System Code and Description	01 NJSP 83 US Feet	Coordinate System Code and Description	01 NJSP 83 US Feet
Coordinate Method Description	GPS	Coordinate Method Description	GPS
Absolute Location Accuracy	+/- 5 Feet	Absolute Location Accuracy	+/- 5 Feet
Accuracy Units (feet or meters)	Feet	Accuracy Units (feet or meters)	Feet

CFR = 430

Addendum A Page \_\_\_ of \_\_\_ TP008016

CFR 610

**ADDENDUM A**

**SOURCE DATA FOR GROUNDWATER (WELLS)**

Complete Well information for all existing and proposed sources. This information is mandatory. Refer to instructions for acceptable values. Please reference the same State Well Permit Numbers and Well Names as referenced in Section D of the application. Attach additional copies of addendum as needed.

State Well Permit No.	28-36915	State Well Permit No.	28-36916
Well Local Name	Obs. #1	Well Local Name	Obs. #2
Date Drilled	1995	Date Drilled	1995
Total Finished Depth (feet) (include tailpiece if any)	400	Total Finished Depth (feet) (include tailpiece if any)	300
Depth to Top of Open Hole Interval or Screen (feet)	-	Depth to Top of Open Hole Interval or Screen (feet)	-
Depth to Bottom of Open Hole Interval or Screen (feet)	-	Depth to Bottom of Open Hole Interval or Screen (feet)	-
Rated Pump Capacity (gpm)	None	Rated Pump Capacity (gpm)	
Yield (gpm)	None	Yield (gpm)	None
Aquifer/Geological Formation	Passaic	Aquifer/Geological Formation	Passaic
<b>Elevation Information:</b>		<b>Elevation Information:</b>	
Site Elevation	167.91	Site Elevation	167.42
Elevation System Description	Feet above sea level	Elevation System Description	Feet above sea level
Elevation Method Description	NJPLS	Elevation Method Description	NJPLS
Absolute Elevation Accuracy	+/- 0.3 Feet	Absolute Elevation Accuracy	+/- 0.3 Feet
Absolute Elevation Accuracy Units (feet or meters)	Feet	Absolute Elevation Accuracy Units (feet or meters)	Feet
<b>Locational Information:</b>		<b>Locational Information:</b>	
X coordinate (e.g. Longitude) of well center	419,647	X coordinate (e.g. Longitude) of well center	419,650
Y coordinate (e.g. Latitude) of well center	565,783	Y coordinate (e.g. Latitude) of well center	565,771
Coordinate System Code and Description	01 NJSP 83 US Feet	Coordinate System Code and Description	01 NJSP 83 US Feet
Coordinate Method Description	GPS	Coordinate Method Description	GPS
Absolute Location Accuracy	+/- 5 Feet	Absolute Location Accuracy	+/- 5 Feet
Accuracy Units (feet or meters)	Feet	Accuracy Units (feet or meters)	Feet

## INSTRUCTIONS FOR COMPLETING BW A-001C

This form includes eight sections, A through H, plus Addenda A and B. Section G applies to irrigation water users (other than Agricultural/Horticultural water users certified by the County Agricultural Agent under N.J.A.C. 7:20A-1 et seq.). Section H applies to Public Water Suppliers. Addenda A and B apply to each individual diversion source for all applicants. **All applicable sections must be completed or the application will be returned.**

Applications must reference valid State Well Permit Numbers and wells must be permitted for their intended use. A well search can be scheduled by the applicant or performed by the Department for a fee. **Applications without valid State Well Permit Numbers for existing wells will be returned.**

All information required by the regulations under N.J.A.C. 7:19-2.2 must be addressed in this application.

### A. Site Location Information

1. **Actual Diversion Location** - Provide the Name of the Facility of which the application is for, the physical street address or nearest cross streets of the diversion location. Attach additional sheets if more than one physical location applies.
2. **Property/Land Owners** - Provide the legal name for the owner of the property/land on which the diversion is located.
3. **Applicant/Operating Entity(ies)** - Provide the name, as it is legally referred to, of the operating entity of the subject facility. The operating entity is the firm, public agency, individual, or other entity which has the primary management and decision making authority over any part of the facility/site.

The Application Contact is the individual responsible for all aspects/inquiries regarding the application. Check the Agent box if an Agent has been designated in Section B3 of the Application. The Report Form Recipient/Permit Contact is the designated individual responsible for completing Quarterly Monitoring Report Forms. All Monitoring Report Forms will be mailed to the Report Form Recipient/Permit Contact designated at the Operating Entities address.

4. **Responsible Entity/Organization** - The person, company, or corporation financially responsible for the activity relating to the diversion and has overall legal responsibility of the activities occurring at the site. The organization liable or accountable for overall facility operations. The responsible entity may be the same as the Applicant/Operating Entity noted in Section A3. If so, check the appropriate box provided. If not, provide the requested information for the Responsible Entity
5. **Billing Contact** - Check the box of the appropriate address (either the Responsible Entity/Organization or the Applicant/Operating Entity) and indicate the individual contact for all billing inquiries.
6. **Other Permits** - Provide information for all other permits applied to in relation to the project and diversion activities, as indicated.

B. **Certifications** - Provide Certifications as indicated in Section B.

C. **Reason for Minor Modification** - check the appropriate reason.

### D. Required Submittals/Application Attachments

1. All diversion sources must be metered prior to treatment. Submit evidence to demonstrate that the flow meter for each source has been calibrated within the past five years. Also include the type of meter for each source. Evidence of meter calibration is not required for new sources (meters must be installed on all approved new sources, however). If the diversion is not metered at each source prior to treatment, please indicate why.
2. A completed Water Conservation and Drought Management Plan. Separate instructions and worksheets for completing the plan should be obtained by contacting the Bureau of Water Allocation & Well Permitting. A Conservation Plan is not required if the application is for ground water remediation, sand and gravel mining, or where diverted water is returned in undiminished quantity to its source.
3. Supporting information that shows how the future demands were determined in Section F.1. of the application.

For Sections D through G, please provide all information as requested in the section.

Feet above sea level
Meters above sea level

Approximate address match
DEP program database
Digital image
Exact address match
GPS
Hard copy match
Licensed Surveyor
Topographic Map
Plot Plan
Proposed Elevation-Digital Image
Proposed Elevation-Hard Copy Map

Absolute elevation accuracy is the uncertainty in feet or meters of the elevation measurement.

Locational Information

USGS quadrangle maps have the coordinate system printed on the map. GPS units can usually be set to display a variety of coordinate systems. New Jersey State Plane 83 – USFEET is the State standard.

22	Lat/Long (NAD27) – Decimal Degrees
27	Lat/Long (NAD27) – DMS
21	Lat/Long (NAD83) – Decimal Degrees
20	Lat/Long (NAD83) – DMS
09	New Jersey State Plane 27 – USFEET
02	New Jersey State Plane 83 – Meters
01	New Jersey State Plane 83 – USFEET
26	UTM (NAD27) – Meters
08	UTM Zone 18N – Meters
03	UTM Zone 18N (78 W to 72 W) – Kilometers

GPS
DEP Program Database
Exact Address Match
Digital Image (such as i-Map)
Hard Copy Map
Other (Describe)
Approximate Address Match
Proposed Location - Digital Image (such as i-Map)
Proposed Location - Hard Copy Map

\*Coordinates obtained historically from BWA are likely to be Lat/Long (NAD27) – DMS

Absolute location accuracy is the uncertainty in feet or meters of the location from actual ground truth. Modern GPS units can provide this number.

**Appendix M**

**Environmental**

See attached documents

DRAFT



**State of New Jersey**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**WATER RESOURCE MANAGEMENT**  
**OFFICE OF THE ASSISTANT COMMISSIONER**

401 East State Street

P.O. Box 402, Mail Code 401-02A

Trenton, New Jersey 08625-0420

Tel. (609) 292-4543 • Fax (609) 292-0913

[www.nj.gov/dep](http://www.nj.gov/dep)

**PHILIP D. MURPHY**

*Governor*

**TAHESHA L. WAY**

*Lt. Governor*

**SHAWN M. LATOURETTE**

*Commissioner*

June 13, 2024

Borough of Hopewell  
88 East Broad Street  
Hopewell, NJ 08525  
Attn: Douglas Walker, Borough Administrator  
Via Email Only: [doug.walker@hopewellboro-nj.us](mailto:doug.walker@hopewellboro-nj.us)

Subject: Water Infrastructure Protection Act – Borough of Hopewell  
Emergent Condition(s) Certification and Supporting Information  
New Jersey Department of Environmental Protection - Determination

Administrator Walker:

The purpose of this letter is to provide the Department of Environmental Protection's (Department) determination regarding the Borough of Hopewell (Borough) Emergent Condition Certification, in accordance with the Water Infrastructure Protection Act (WIPA), N.J.S.A. 58:30-1 et seq. In furtherance of its certification and consistent with WIPA's requirements, the Borough submitted Resolution No. 2024-69, dated May 13, 2024, certifying that Emergent Conditions exist. The Borough also provided, and the Department reviewed, additional supporting information and documents, including but not limited to, the "Emergent Condition Analysis," report prepared by Boswell Engineering and dated May 2024, as well as mayor, administrator, and council certifications in support of WIPA's Emergent Condition No. 3 (deficiency or violation of maximum contaminant levels) and Emergent Condition No. 5 (lack of financial, technical, or managerial capacity) and "Water System Evaluation Report – Borough of Hopewell," report prepared by Phoenix Advisors, LLC, dated March 28, 2024.

Based upon a review of the information provided, and after consultation with the New Jersey Department of Community Affairs (DCA) the New Jersey Infrastructure Bank (I-Bank), and New Jersey Board of Public Utilities (BPU) staff members, the Department approves the Borough's Emergent Condition Certification as to Emergent Condition No. 3 but denies the Borough's Emergent Condition Certification as to Emergent Condition No. 5 for the sale or long-term lease of their water system. The basis for this determination is below.

Regarding Emergent Condition No. 3, the Department has determined that the Borough's certification and supporting information, demonstrate a deficiency or violation of maximum contaminant levels established pursuant to the "Safe Drinking Water Act," P.L. 1977, c.244 (C.58:12A-1 et seq.) concerning

the availability or potability of water as provided at N.J.S.A. 58:30-5(b)(3). According to the "Emergent Condition Analysis" report, the Borough is presently working with the Department and Borough consultants to take corrective action to comply with the following:

- a. The Department's July 7, 2022, Notice of Non-Compliance that notified the Borough of its 2<sup>nd</sup> quarter 2022 Maximum Contaminant Level (MCL) violation for perfluorooctane sulfonic Acid (PFOS) for Well No. 4; and
- b. The Department's September 14, 2023, Notice of Non-Compliance that notified the Borough of its failure to remediate the 2<sup>nd</sup> quarter 2022 PFOS MCL violation within one year pursuant to N.J.A.C. 7:10-5.7(a).

Although contaminant levels do not presently exceed the PFOS MCL, the Department requires that the Borough take corrective action to remediate this condition at Well No. 4. Currently, Well No. 4 is the only active well within the Borough's water system.

Water from Well No. 6 contains arsenic at concentration levels above the Safe Drinking Water Act standards. Accordingly, Well No. 6 has been inactive since 2000. Preliminary engineering estimates indicate that the cost to remediate Well No. 4 and to return Well No. 6 to service is \$2.34 million.

Additionally, Well No. 2 and Well No. 5 have been removed from service. In 2006, Well No. 2 and Well No. 5 were inactivated due to naturally occurring radium and uranium at concentration levels exceeding Safe Water Drinking Act standards. Following a pilot study and cost assessment, the Borough determined that it was unable to meet the financial impact of treatment and subsequently permanently decommissioned these wells in 2014.

Since April 2016, the Borough has been unable to produce a sufficient volume of water using its own assets to meet the system demand. As a result, water must be purchased from New Jersey American Water (NJAW) to meet the demand. Well No. 4 provides approximately 40% of the water needed to operate the system, with 60% being purchased from NJAW.

Considering the foregoing, the Department has determined that there is a present deficiency concerning the availability or potability of water and, therefore, Emergent Condition No. 3 is demonstrated.

Regarding Emergent Condition No. 5, the Department has determined that the Borough's certification and supporting information does not demonstrate a lack of financial, technical, or managerial capacity to adequately address any of the foregoing on a sustainable basis or own and operate the system in a way that supports economic activity in the municipality on a sustainable basis, as provided at N.J.S.A. 58:30-5.b(5).

The independent financial advisor report, prepared by Phoenix Advisors (Phoenix Report), presents the current cashflows of the system and different multi-year projections based on the pathways available for the system. Table III in the Phoenix Report outlines the requirements for the Borough to continue its ownership and operation of the system and undertake the \$6 million of capital improvements currently necessary, to be partially debt-financed with the remainder covered through the U.S. Environmental Protection Agency's "Emerging Contaminants in Small or Disadvantaged Communities" (EC-SDC) grant program. In addition to the 55% rate increase currently under review by the Borough, this pathway



would require a 14% rate increase for CY2025, followed by annual increases of 2% to 3%. As such, the Phoenix Report has outlined a financially viable pathway for the system to continue operating under the Borough's ownership and undertake the required capital improvements necessary to come back into compliance. Furthermore, this pathway would eliminate the need to bulk purchase water from NJAW, which the Phoenix Report highlights as one of the primary causes for the increase in the Borough's operational costs.

Though the Emergent Conditions Analysis report prepared by Boswell Engineering (Boswell Report) discusses the likelihood of additional costs beyond those outlined in Table III in the Phoenix Report arising in the next 10 years, the Boswell Report does not delineate how much of those anticipated maintenance costs may be covered under the increased pay-go line item that was included in its financial projections, which is an increase over the currently allocated pay-go appropriation in the system's annual budget.

Therefore, the Department deems that there is insufficient evidence to approve Emergent Condition No. 5 currently.

Given the Borough's current operational and ownership configuration, it is eligible for several financing opportunities, such as the EC-SDC grant program, which could significantly reduce costs associated with the remediation of PFOS. However, if the Borough proceeds with the sale of its system pursuant to WIPA, there is no guarantee that that system would remain eligible indefinitely for those same funding opportunities. If the system ultimately merges with a larger utility, such operational or classification changes could alter that status.

According to the Department's Bureau of Water Allocation & Well Permitting's file review, the Borough does not have a contract with NJAW for bulk purchase that would commit the necessary amount of water to be sold to the Borough, which typically provides less expensive water than emergency contracts. However, the Department notes that the Borough has an agreement with NJAW to provide water to the Borough if available.

Also, during the April 30, 2024, pre-application meeting, the Borough indicated that it also owns, operates, and maintains a wastewater system, but can do so while keeping rates low.

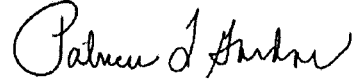
Thus, in accordance with N.J.S.A. 58:30-5.b and e, the Department approves the Borough of Hopewell's certification as to the existence of Emergent Condition No. 3. In accordance with N.J.S.A. 58:30-5.f, the Borough must publish notice of this approval if it chooses to proceed with the sale or long-term lease of its water assets to a capable private or public entity. The notice must state that the emergent condition certification is in anticipation of a long-term lease or sale of water assets to capable private or public entity and must be published on the Borough's official website and at least once in one or more newspapers circulating in the Borough. The notice must prominently state that a petition may be filed within 45 days of the publication of the notice to require a referendum before a resolution authorizing the long-term lease or sale of water or wastewater assets may take effect. For information regarding additional steps in the process, visit the WIPA website (<https://dep.nj.gov/wipa/>).

Nothing herein shall be construed to satisfy any other obligations under WIPA or any other applicable laws.



If you have any questions, please feel free to contact Chelsea Brook of my staff at [Chelsea.Brook@dep.nj.gov](mailto:Chelsea.Brook@dep.nj.gov).

Sincerely,



Patricia Gardner  
Assistant Commissioner  
Water Resource Management

cc:

Regina Toth, Borough Clerk, Hopewell Borough

Lisa M. Maddox, Borough Attorney, Hopewell Borough

Michael Kammer, Senior Advisor, Division of Water, Board of Public Utilities

Terel Klein, Deputy Attorney General, Division of Law

Jason R. Martucci, Esq., Division of Local Government Services, NJ Department of Community Affairs

Kristen Heinzerling, Deputy Attorney General, Division of Law

Elizabeth Delahunty, Deputy Attorney General, Division of Law

Alysia Walsh, Deputy Director, Office of the State Comptroller

Carlton Dudley, Director, Division of Water and Land Use Enforcement

Patricia Ingelido, Director, Division of Water Supply & Geoscience

Ryan Knapick, Advisor, Water Resource Management

Keiona Miller, Director, Office of Local Government Assistance

David Zimmer, Executive Director, New Jersey Infrastructure Bank





State of New Jersey

PHILIP D. MURPHY  
GOVERNOR

SHEILA Y. OLIVER  
LT. GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mail Code 401-04Q  
Division of Water Supply & Geoscience  
Water System Operations Element  
Bureau of Safe Drinking Water  
401 E. State Street - P.O. Box 420  
Trenton, New Jersey 08625-0420  
Tel #: (609) 292-5550 - Fax #: (609) 633-1495  
<https://www.nj.gov/dep/watersupply/>

SHAWN M. LATOURETTE  
COMMISSIONER

Notice sent via email only David.Misiolek@Hopewellboro-Nj.Us

July 7, 2022

David Misiolek  
Hopewell Boro W Dept  
88 E Broad St,  
Hopewell, NJ 08525

**RE: Notice of Non-Compliance –Perfluorooctanesulfonic acid (PFOS) MCL Exceeded  
Hopewell Boro W Dept  
PWSID: NJ1105001  
Sample Point ID: TP004007  
EA ID #: PEA220001 - 1105001  
Violation #: 70422**

Dear David Misiolek:

Enclosed for service upon you is a Notice of Non-Compliance (Notice) issued by the Department of Environmental Protection. **Submit your response to this Notice to the Bureau of Safe Drinking Water (Bureau) via email to [watersupply@dep.nj.gov](mailto:watersupply@dep.nj.gov), unless otherwise noted. When submitting via email, reference your PWSID No., the violation number, and the specific submission and/or form number in the subject line.** If you need further assistance, contact Jeffrey Brennan at (609) 292-5550 or [Jeffrey.Brennan@dep.nj.gov](mailto:Jeffrey.Brennan@dep.nj.gov). When contacting the Bureau, reference PWSID NJ1105001 and EA ID #: PEA220001 so that we can assist you more efficiently.

Sincerely,

Matthew Wilson, Bureau Chief  
Bureau of Safe Drinking Water

Enclosure

cc: Central Bureau, Water Compliance and Enforcement (via email)  
David J. Misiolek, 134 Hoover Avenue, Lawrence Twp, NJ 08648 via email:  
[david.misiolek@hopewellboro-nj.us](mailto:david.misiolek@hopewellboro-nj.us)  
[Donald.Kakas@dep.nj.gov](mailto:Donald.Kakas@dep.nj.gov)  
[Kristin.Infanti@dep.nj.gov](mailto:Kristin.Infanti@dep.nj.gov)



# State of New Jersey

PHILIP D. MURPHY  
GOVERNOR

SHEILA Y. OLIVER  
LT. GOVERNOR

## DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mail Code 401-04Q  
Division of Water Supply & Geoscience  
Water System Operations Element  
Bureau of Safe Drinking Water  
401 E. State Street - P.O. Box 420  
Trenton, New Jersey 08625-0420  
Tel #: (609) 292-5550 - Fax #: (609) 633-1495  
<https://www.nj.gov/dep/watersupply/>

SHAWN M. LATOURETTE  
COMMISSIONER

### NOTICE OF NON-COMPLIANCE

EA ID #: PEA220001 - 1105001

Name: Hopewell Boro W Dept  
Location: Burton Ave  
Hopewell, NJ 08525  
Violation #: 70422

You are hereby Notified that a review of The New Jersey Department of Environmental Protection (Department), Bureau of Safe Drinking Water (Bureau) records conducted on May 03, 2022, found that your facility was out of compliance with the regulations promulgated pursuant to the New Jersey Safe Drinking Water Act, NJSA 58: 12A-1 et seq. This Notice of Non-Compliance (Notice) has been recorded as part of the permanent enforcement history of Hopewell Boro W Dept at the above location because your water system failed to comply with the following requirement:

Requirement: Comply with the Maximum Contaminant Level (MCL) for Perfluorooctane Sulfonic Acid (PFOS) set forth in [N.J.A.C. 7:10- 5.2(a)5].

Violation Details: RUNNING ANNUAL AVERAGE (RAA) for PFOS exceeded during the period 04/01/2022 to 06/30/2022 for the following sample point ID: TP004007. Specifically, the RAA for PFOS during the 2<sup>nd</sup> quarter of 2022 was 0.014 µg/L which exceeded the MCL of 0.013 µg/L.

Reporting Period	Quarterly Value (µg/l)	Running Annual Average (µg/l)
3 <sup>rd</sup> quarter 2021	0.012	
4 <sup>th</sup> quarter 2021	0.015	
1 <sup>st</sup> quarter 2022	0.014	
2 <sup>nd</sup> quarter 2022	0.013	<b>0.014</b>

In response to this Notice of Non-Compliance, the following corrective actions must be undertaken to achieve compliance:

1. A public water system exceeding the MCL for Perfluorooctanesulfonic acid (PFOS) must report the violation to the Bureau within forty-eight (48) hours after becoming aware of the violation, in accordance with 40 CFR 141.31(b). The results were submitted to the Bureau by your lab on 05/01/2022.
2. Tier 2 public notification (PN) requirements must be completed in accordance with 40 CFR 141.201 et seq. Templates may be found at <https://www.state.nj.us/dep/watersupply/dws-sampreg.html>. It is strongly recommended that all PN materials be reviewed by the Bureau prior to issuing. **Public notification must be completed as soon as practical but no later than thirty (30) days after the system learns of the violation** and must continue for the duration of the violation or situation, but in no case for less than seven (7) days, even if the violation is resolved (**due 08/06/2022**). *Please note that in accordance with 40 CFR 203(b)(2), PN must be repeated every three (3) months as long as the violation or situation persists. The Bureau therefore recommends that subsequent sampling be scheduled taking this requirement into consideration.*
3. Submit to the Bureau a representative copy(s) of each completed PN that was distributed, posted, or otherwise made available to the persons served by your water system **within ten (10) days of completing the PN requirements**. In addition, you must submit a completed *Public Notification Certification Form* DEP\_10-F\_00008.1 (previously BSDW-53) in accordance with 40 CFR 141.31(d). The form is available on our webpage at <https://www.state.nj.us/dep/watersupply/pdf/bsdw53.pdf>.
4. Submit a *Remedial Measures Report Form* (BWSE-40), per SDWA §1445 - §300j-4(a), detailing proposed or completed remedial measures to the Bureau **within thirty (30) calendar days of the date of this letter**. The report should include documentation (e.g., invoices, estimates, receipts) of the measures proposed or taken, and any corresponding analytical results that demonstrate the measures were effective. The BWSE-40 is available on our webpage at <https://www.state.nj.us/dep/watersupply/pdf/bwse40.pdf>.
5. Pursuant to the State Primary Drinking Water Regulations at NJAC 7:10-5.7(a), you are required to take any action necessary to bring the water into compliance with the MCL within one year after receipt of the results that demonstrate an exceedance that constitutes a violation (**due 07/07/2023**). Remedial actions may include, but are not limited to, providing treatment to remove the levels detected, removing the contaminated source from service, demonstrating with analytical results that the current source of water no longer exceeds the MCL, and/or using an alternate source(s) of water supply, such as connecting to another public water system or replacing the existing well with a new well which meets all drinking water standards.

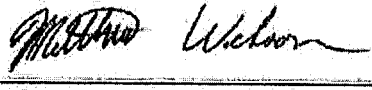
**To ensure a prompt response, all submittals should be sent via email to [watersupply@dep.nj.gov](mailto:watersupply@dep.nj.gov). Reference your PWSID No., violation number, and specific submission and/or form number in the subject.**

This Notice of Non-Compliance does not constitute final agency action and may not be appealed or contested. The issuance of this Notice or your compliance therewith does not preclude the

State of New Jersey or any of its agencies from initiating formal administrative and/or judicial enforcement action, including assessment of penalties, with respect to the items of non-compliance listed above or for any other violations. Violations of the above regulations are subject to penalties of up to \$25,000.00 per day/offense and in the event of formal administrative or enforcement action, you may appeal or contest such action and penalties.

Issued by: Matthew Wilson, Bureau Chief  
Bureau of Safe Drinking Water

Signature:

  
Matthew Wilson

Date: July 7, 2022



## M<sup>2</sup> Associates Inc

Providers of Geologic, Environmental, & Groundwater Consulting Services

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August 4, 2022

Matthew Wilson  
Bureau Chief  
NJDEP-Bureau of Safe Drinking Water  
Mail Code 401-04Q  
P.O. Box 420  
Trenton, New Jersey 08625-0420

Re: Violation No.: 40422, PWSID: NJ1105001, Hopewell Borough, Mercer County, New Jersey.

Dear Mr. Wilson:

M<sup>2</sup> Associates Inc. is working with Ferriero Engineering and Hopewell Borough in response to the July 7, 2022 "Notice of Non-Compliance-Perfluorooctanesulfonic acid (PFOS) MCL Exceeded" sent by NJDEP-Bureau of Safe Drinking Water to the Borough. The one-year running average of PFOS concentrations in samples collected from Borough Well 4 exceeded the maximum contaminant level (MCL) of 13 nanograms per liter (ng/l). Analytical results summarized in the July 7, 2022 notice were as follows:

3<sup>rd</sup> quarter 2021 = 12 ng/l

4<sup>th</sup> quarter 2021 = 15 ng/l

1<sup>st</sup> quarter 2022 = 14 ng/l

2<sup>nd</sup> quarter 2022 = 13 ng/l

The one-year running average based on these four results is 13.5 ng/l. On July 25, 2022, a sample representing the 3<sup>rd</sup> quarter of 2022 was collected from Well 4 and PFOS was reported at a concentration of 10 ng/l (see attached report from EMSL Analytical, Inc.). This recent sample would replace the results of the 3<sup>rd</sup> quarter 2021 sample in the one-year running average, which for the four most recent quarterly results is 13 ng/l.

Although the most recent running average is equal to the PFOS MCL of 13 ng/l, the Borough has retained M<sup>2</sup> Associates and Ferriero Engineering to evaluate treatment alternatives, design and apply for a "Permit to Construct" from NJDEP-Bureau of Water Systems Engineering, construct/expand the existing pumphouse to install the treatment system, and ultimately, apply for a "Permit to Operate."

As per the July 7, 2022 notice, an NJDEP-Bureau of Water Systems Engineering "Remedial Measures Report Form" has been prepared and is attached to this letter. This report form



Water: A Natural Renewable Resource

includes specific project milestones to be accomplished to remedy the PFOS violation on or before July 7, 2023.

Those milestones include evaluating treatment alternatives such as granular activated carbon and ion exchange resins; assessing pumphouse building expansion or securing a pre-constructed unit; applying and securing appropriate NJDEP-Bureau of Water Systems Engineering permits; and installing the system. Simultaneously with the efforts of M<sup>2</sup> Associates and Ferriero Engineering, the Borough will be working to secure a funding source to reduce costs to residents and businesses of the Borough.

The Borough has been collecting samples from Well 4 and analyzing for PFOS, perfluorooctanoic acid (PFOA), and perfluorononanoic acid (PFNA) since January 2019. The running average of PFOS in the fourteen samples collected from Well 4 is 12.5 ng/l. Of the fourteen samples, the reported concentration of PFOS was greater than 13 ng/l in only three indicating that running average exceedance may be anomalous. Additional quarterly sampling will be conducted to further evaluate the presence of PFOS in groundwater withdrawn from Well 4.

The Borough understands the potential treatment needs for removing PFOS from water pumped from Well 4. We look forward to working with NJDEP Bureaus of Water Systems Engineering and Safe Drinking Water in resolving the July 7, 2022 notice.

If you have any questions, please call Matt Mulhall at (908) 238-0827.

Respectfully submitted,  
M<sup>2</sup> Associates Inc.

A handwritten signature in black ink, appearing to read 'Matthew J. Mulhall', is written over the typed name below.

Matthew J. Mulhall, P.G.



**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077  
Telephone: 856-858-4800 Fax:856-786-5974  
EMSL-CIN-01

**EMSL Order ID:** 012250084  
**LIMS Reference ID:** AA50084  
**EMSL Customer ID:** MISC-ACCT

**Attention:** Hopewell Township MUA  
[MISC-ACCT]  
13 Burton Ave  
Hopewell, NJ 08525  
(609) 533-1263

**Project Name:** 13 Burton Ave Hopewell NJ 08525  
**Customer PO:**  
**Project Manager:** Hopewell Township MUA  
**Received:** 07/25/2022 15:00  
**Reported:** 08/01/2022 12:37

**Analytical Results**

Analyte	Result	Q	DF	MDL	RL	Units	Prepared Date/Time	Analyzed Date/Time	Prep/Analyst Initials	Prep Method	Analytical Method	
<b>Sample: Utility Sink</b>			<b>LabNumber: AA50084-01 Matrix: Drinking Water</b>				<b>Sampled: 07/25/22 11:45:00</b>					
Perfluorooctanoic acid (PFOA)	0.0097		1	0.00079	0.0035	µg/L	07/26/22 08:42	07/26/22 13:45	RG/AJC	EPA 537.1	EPA 537.1	
Perfluorononanoic acid (PFNA)	<0.0035		1	0.00084	0.0035	µg/L	07/26/22 08:42	07/26/22 13:45	RG/AJC	EPA 537.1	EPA 537.1	
Perfluorooctanesulfonic acid (PFOS)	0.010		1	0.00093	0.0035	µg/L	07/26/22 08:42	07/26/22 13:45	RG/AJC	EPA 537.1	EPA 537.1	
<b>Sample: FRB</b>			<b>LabNumber: AA50084-02 Matrix: Drinking Water</b>				<b>Sampled: 07/25/22 11:45:00</b>					
Perfluorooctanoic acid (PFOA)	<0.0043		1	0.00097	0.0043	µg/L	07/26/22 15:07	07/27/22 14:47	MxS/ejc	EPA 537.1	EPA 537.1	
Perfluorononanoic acid (PFNA)	<0.0043		1	0.0010	0.0043	µg/L	07/28/22 15:07	07/27/22 14:47	MxS/ejc	EPA 537.1	EPA 537.1	
Perfluorooctanesulfonic acid (PFOS)	<0.0043		1	0.0011	0.0043	µg/L	07/28/22 15:07	07/27/22 14:47	MxS/ejc	EPA 537.1	EPA 537.1	

Owen McKenna Laboratory Manager or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted."



**EMSL Analytical, Inc.**

200 Route 130, Cinnaminson, NJ, 08077  
Telephone: 856-858-4800 Fax:856-786-5974  
EMSL-CIN-01

**EMSL Order ID:** 012250084  
**LIMS Reference ID:** AA50084  
**EMSL Customer ID:** MISC-ACCT

**Attention:** Hopewell Township MUA  
[MISC-ACCT]  
13 Burton Ave  
Hopewell, NJ 08525  
(609) 533-1263

**Project Name:** 13 Burton Ave Hopewell NJ 08525  
**Customer PO:**  
**Project Manager:** Hopewell Township MUA  
**Received:** 07/25/2022 15:00  
**Reported:** 08/01/2022 12:37

**Certified Analyses included in this Report**

Analyte	CAS #	Certifications
<b>EPA 537.1 in Drinking Water</b>		
Perfluorooctanoic acid (PFOA)	335-67-1	NJDEP
Perfluorononanoic acid (PFNA)	375-95-1	NJDEP
Perfluorooctanesulfonic acid (PFOS)	1763-23-1	NJDEP

**List of Certifications**

Code	Description	Number	Expires
NJDEP	New Jersey Department of Environmental Protection	03036	06/30/2023
PADEP	Pennsylvania Department of Environmental Protection	68-00367	11/30/2022
NYSDOH	New York State Department of Health	10872	04/01/2023
CTDPH	Connecticut Department of Public Health	PH-0270	06/23/2023

Please see the specific Field of Testing (FOT) on [www.emsl.com](http://www.emsl.com) <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted."



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200 Route 130, Cinnaminson, NJ, 08077  
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**Project Name:** 13 Burton Ave Hopewell NJ 08525  
**Customer PO:**  
**Project Manager:** Hopewell Township MUA  
**Received:** 07/25/2022 15:00  
**Reported:** 08/01/2022 12:37

**Notes and Definitions**

<b>Item</b>	<b>Definition</b>
J	Estimated value. The result is less than the RL but above the MDL.
S2	Surrogate recovery is outside the control limits, results confirmed by analysis of the link sample.
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the detection limit.
Q	Qualifier
RL	Reporting Limit

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted."



EMSL ANALYTICAL, INC.  
LABORATORY PRODUCTS TRAINING

Environmental Chemistry  
Chain of Custody  
EMSL Order Number (Lab Use Only):  
AAS0084

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5974

Report To Contact Name: HOPPELLEL TOWNSHIP NJA

Company Name: 13 BURTON AVE

Street: HOPPELLEL State/Province: NJ Zip/Postal Code: 08525

City: HOPPELLEL Zip/Postal Code: 08525 City:  State/Province:  Zip/Postal Code:

Phone: 609-533-1263 Fax:  Phone:  Fax:

Project Name:  Email Results To:  Purchase Order:

U.S. State where Samples Collected:  Number of Samples in Shipment:  Date of Shipment:

Sample for Compliance? Yes  No  If yes, NPDES?  Other (Specify):  State Reporting Required? (Y/N) N

Samples Collected by: EMSL Client  check one Sampled By (Signature): Frank A Fry Samples Received Chilled? (Y/N)

Standard Turnaround Time:  2 Weeks  4 Weeks  6 Weeks  8 Weeks  10 Weeks  12 Weeks  Other  The following TATs are subject to lab approval:  1 Week  4 Days  3 Days  2 Days  1 Day

Client Sample ID	Comp	Grab	Collect Date/Time	Matrix	Preservative	List Test(s) Needed	Comments
<u>utility sink</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>7/25/22 11:45</u>	<u>W</u>	<u>5.4</u>	<u>X</u>	<u></u>
<u>FRB</u>	<input type="checkbox"/>	<input type="checkbox"/>	<u>7/25/22 11:42</u>	<u>W</u>	<u>5.4</u>	<u>X</u>	<u></u>

Released By (Signature)	Date & Time	Received By	Date & Time
<u>Frank A Fry</u>	<u>7/25/22 15:00</u>	<u>Wendy SAMP</u>	<u>7-25-22 9:00am</u>
<u></u>	<u></u>	<u>Olivera Rodriguez</u>	<u>7/26/22 9AM</u>

Please indicate reporting requirements:  Results Only  Results and QC  Reduced Deliverables  Disk Deliverable  Other   
Instructions or Comments: Semi-Annual from Mid Tap, Annual from treatment system Raw Tap. Post installation sample from Kitchen sink. Finished water tap only when instructed. Flush start 11:38 end 11:43 from UTILITY SINK

Note: Field pH and Field Temperature are tested on the same day as the date of sample collection. (Lab) Received Temperature: 4.8 °C



Office Use Only
Reviewed by:
Date:

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
 Division of Water Supply and Geoscience  
 Bureau of Water System Engineering  
 Water System Assistance Section  
 Mail Code 401-04Q – P.O. Box 420  
 Trenton, New Jersey 08625-0420  
 Tel# 609-292-2957- Fax # 609-633-1495  
[water.supply@dep.nj.gov](mailto:water.supply@dep.nj.gov)

**REMEDIAL MEASURES REPORT FORM**

Submit this report detailing proposed and/or completed remedial measures to the Bureau of Water System Engineering within thirty (30) calendar days of receipt of your Notice of Non-Compliance via mail, fax, or email. Pursuant to the State Primary Drinking Water Regulations at N.J.A.C 7:10-5.7(a), you are required to take any action necessary to achieve compliance within one year of the violation. Note: the one year includes the collection of samples demonstrating compliance with the Maximum Contaminant Level/Treatment Technique/Action Level. This remedial measures report form must be completed, reviewed, and signed by the owner/executive director and if applicable the licensed operator of record.

**1. General Information**

PWSID#: NJ1105001		PWS Name: Hopewell Borough Water Department	
PWS Contact Name: David Misiolek		PWS Contact Email: david.misiolek@hopewellboro-nj.us	PWS Contact Phone#: (609) 466-0168
Violation/Trigger: <input checked="" type="checkbox"/> MCL Violation <input type="checkbox"/> Treatment Technique Violation <input type="checkbox"/> Action Level Exceedance			
Contaminant: PFOS			
Violation Date: _____		Notice of Noncompliance Received Date: 7/7/2022	
Is treatment currently installed to address the contaminant of concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**2. Remedial Measures (Proposed and/or Completed)**

Select all applicable remedial measures and provide a brief explanation for the selection(s) below. A timeline of the milestones necessary to complete the selected remedial measure(s) must be outlined in Section 3.

a. Maintain/Repair existing treatment	<input type="checkbox"/>
b. Install treatment / Modify current treatment	<input checked="" type="checkbox"/>
c. Permanently remove the contaminated source from service	<input type="checkbox"/>
d. Use an alternate source(s) of water supply	<input type="checkbox"/>

Explanation: One-year running average for Perfluorooctane Sulfonic Acid (PFOS) exceeded with second quarter 2022 results. Running average is 13.5 ng/l and MCL is 13.0 ng/l. Sampling data indicate range from 9.67 to 15 ng/l with overall average starting 1/22/2019 of 12.5 ng/l.

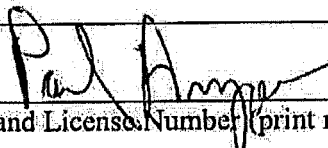
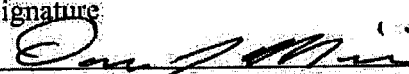
### 3. Milestones:

*Describe what actions will be or have been taken. A timeline of milestones to complete the proposed remedial measure(s) must be outlined. If a remedial measure(s) is completed, describe what action was taken and provide supporting documentation. Where applicable, milestones should include: invoices, estimates, receipts, submittal of permit application, consultation with manufacturer, construction and installation of treatment and sampling. The milestone timeframes need to take into consideration that a system is required to bring the water into compliance within one year of the violation (i.e. including sample collection of sufficient compliance data).*

Milestone 1:	Description: Retain Ferriero Engineering and M2 Associates to evaluate groundwater resources to Well 4 and assess treatment options for PFOS.
	Proposed Completion/Completed Date: 8/31/2022
Milestone 2:	Description: Develop preliminary and final designs of treatment system and coordinate with vendors of systems that could be quickly installed upon approval. Coordinate as needed with Borough Planning Board and local construction officials. Submit application to NJDEP-BWSE for permit to construct treatment system.
	Proposed Completion/Completed Date: 12/31/2022
Milestone 3:	Description: Prepare bid specifications and secure public bids from qualified contractors to construct/expand building, install treatment apparatus and piping while awaiting approval of "Permit to Construct." Modify plans as requested by NJDEP-BWSE to obtain permit.
	Proposed Completion/Completed Date: 3/7/2023
Milestone 4:	Description: Construct/expand building and install PFOS treatment system and piping. Apply for "Permit to Operate" to NJDEP-BWSE. Obtain permit and initiate operation of system.
	Proposed Completion/Completed Date: 7/7/2023

#### 4. Certification

This remedial measures report form must be completed, reviewed, and signed by the owner/executive director and if applicable the licensed operator of record.

PWSID# NJ1105001	PWS Name: Hopewell Borough Water Department
Completed by (print name):	
Original Signature:	Date:
Water System Owner/Executive Director (print name): Mayor Paul Anzano	
Original Signature 	Date: 8/4/22
Licensed Operator and License Number (print name): David Misiolek T-20006701/W-20006702	
Original Signature 	Date: 8/4/2022



State of New Jersey

Department of Environmental Protection  
Mail Code 401-04Q

Division of Water Supply & Geoscience  
Water System Operations Element  
Bureau of Safe Drinking Water

401 E. State Street - P.O. Box 420  
Trenton, New Jersey 08625-0420

Tel #: (609) 292-5550 - Fax #: (609) 633-1495  
<https://www.nj.gov/dep/watersupply/>

PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

SHAWN M. LATOURETTE  
Commissioner

**Letter sent via email only: David.Misiolek@Hopewellboro-Nj.Us**

August 10, 2022

David Misiolek  
Hopewell Borough Water Department  
88 E Broad St,  
Hopewell, NJ 08525

**RE: Remedial Measures Report Approval  
Hopewell Borough Water Department  
PWSID No.: NJ1105001  
EA ID # PEA220001**

Dear David Misiolek:

The Bureau of Safe Drinking Water (Bureau) is in receipt of the Remedial Measures Report (RMR) Form signed on August 4, 2022, for Hopewell Borough Water Department. The RMR was submitted in response to the July 7, 2022, Notice of Non-Compliance (NONC) for exceeding the Perfluorooctanesulfonic acid (PFOS) maximum contaminant level (MCL).

The remedial measures outlined in the RMR are to:

1. Retain Ferriero Engineering and M2 Associates to evaluate groundwater resources to Well 4 and assess treatment options for PFOS by August 31, 2022.
2. Develop preliminary and final designs of treatment system and coordinate with vendors of systems that could be quickly installed upon approval. Coordinate as needed with Borough Planning Board and local construction officials. Submit a permit to construct application to the Bureau of Water System Engineering for the installation of the PFOS treatment system by December 31, 2022.
3. Prepare bid specifications and secure public bids from qualified contractors to construct/expand building, install treatment apparatus and piping while awaiting approval of the permit to construct application by March 7, 2023.

4. Construct/expand building and install PFOS treatment system and piping. Submit a permit to operate application to the Bureau of Water System Engineering. Obtain permit to operate and initiate operation of system by July 7, 2023.

After review of supporting documentation and analytical results, the Bureau approves the RMR. This approval is specifically conditioned on Hopewell Borough Water Department complying with the additional requirements and timeframes set forth below.

1. If Hopewell Borough Water Department intends to change any of the proposed, approved remedial measures or the proposed completion date(s), per N.J.A.C. 7:10 Subchapter 11, the water system shall seek approval from the Bureau prior to implementing any change.
2. Within 14 calendar days of completing all remedial measures outlined in the approved RMR, submit the Corrective Actions Completion Certification Form available at <https://www.state.nj.us/dep/watersupply/pdf/wso-ca-01.pdf> to the Bureau.
3. In accordance with N.J.S.A. 58:12A-15 and N.J.A.C. 7:10-5.7(a), a water system must take any action necessary to bring its water into compliance with the MCL within one year of receiving results that constitute a violation. **Hopewell Borough Water Department must demonstrate compliance with the MCL no later than July 7, 2023, through one compliance sample result below the MCL following the implementation of the approved permanent measures.**

Failure to be in compliance with the MCL by the aforementioned date will result in a violation, the water system will be required to issue a Tier 2 public notice within 30 days, and the water system may be referred to the Department's Central Bureau of Water Compliance and Enforcement and may be subject to possible enforcement action and penalties.

In addition, for the MCL violation to be returned to compliance (e.g., closed), the water system must demonstrate the permanent actions taken are effective through two consecutive quarterly results following the completion of the approved permanent measures.

4. Per- and polyfluoroalkyl substances ("PFAS") are a group of man-made chemicals with a unique and troubling combination of characteristics that require an aggressive but feasible regulatory response to their widespread presence in public drinking water systems throughout New Jersey. PFAS do not break down in the environment. They remain in the human body for many years after exposure ends. PFAS cause multiple types of toxicity and demonstrate adverse human health effects at low exposures. When even low levels are present in drinking water, exposures to PFAS from drinking water can be greater than exposures from other common sources such as food and consumer products. This is in contrast to other persistent, bioaccumulative and toxic ("PBT") contaminants (e.g., PCB's and dioxins) that have low water solubility. Please see the Department's MCL promulgation record for PFNA, PFOA, and PFOS. (For reference, the proposal/adoption citations are: PFOA/PFOS proposal: 51 N.J.R. 437(a), PFOA/PFAS adoption: 52 N.J.R. 1165(b), PFNA GWQS: 50 N.J.R. 334(a), and PFNA MCL: 50 N.J.R. 1939(a)).

- 5. In accordance with N.J.A.C. 7:10-11.5, Hopewell Borough Water Department is required to obtain a permit to construct and operate from the Bureau of Water System Engineering before installation and operation of any treatment unit.**

The PFOS treatment system is required to be constructed in accordance with the New Jersey Safe Drinking Water Act, N.J.S.A. 58A:12A-1 et seq., the regulations promulgated thereunder, N.J.A.C 7:10 *et seq.*, including Subchapter 11 Standards for the Construction of Public Community Water Systems, and any conditions outlined in the Bureau of Water System Engineering's permit.

The PFOS treatment system is required to be constructed in accordance with the New Jersey Safe Drinking Water Act, N.J.S.A. 58A:12A-1 et seq., the regulations promulgated thereunder, N.J.A.C 7:10 *et seq.*, including Subchapter 12 Standards for the Construction of Public Noncommunity Water Systems and Nonpublic Water Systems, and any conditions outlined in the County Environmental Health Act (CEHA) certified agency or the local board of health's approval.

6. The addition of the PFOS treatment system may change the water system's current treatment license classification; therefore, prior to operating the new treatment process, contact the Bureau of Water System Engineering, Licensed Operator Unit at 609-292-2957 or [watersupply@dep.nj.gov](mailto:watersupply@dep.nj.gov) with "Licensed Operator Classification" in the subject line to determine if the water system requires a licensed operator of a different classification.
7. Hopewell Borough Water Department must continue to conduct Tier 2 Public Notification (PN) requirements every three months in accordance with 40 C.F.R. 141.203 for as long as the PFOS MCL violation or situation persists

Hopewell Borough Water Department must submit a completed PN Certification Form (BSDW-53) available at <https://www.state.nj.us/dep/watersupply/pdf/bsdw53.pdf> quarterly to the Bureau in accordance with 40 C.F.R. 141.31(d).

In the event Hopewell Borough Water Department demonstrates compliance with the MCL, following a permanent action, the water system shall at all times maintain treatment devices and/or processes to ensure compliance with the MCL pursuant to N.J.A.C. 7:10-5.7(e). Failure to do so may result in enforcement actions and penalties.

If you have any questions regarding this letter, please contact me at (609) 292-5550 or at [jeffrey.brennan@dep.nj.gov](mailto:jeffrey.brennan@dep.nj.gov). When contacting the Bureau please reference the PWSID No. NJ1105001 and Letter No. PEA220001.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Brennan', with a long horizontal stroke extending to the right.

Jeffrey Brennan  
Compliance Assistance Section  
Bureau of Safe Drinking Water

cc: (via email)

Central Bureau of Water Compliance and Enforcement  
David J Misiolak, Licensed Operator, [david.misiolak@hopewellboro-nj.us](mailto:david.misiolak@hopewellboro-nj.us)  
Nicole Dickey, Bureau of Safe Drinking Water  
Heather Carson, Bureau of Safe Drinking Water  
Cory Stevenson, Bureau of Water System Engineering



# M<sup>2</sup> Associates Inc

Providers of Geologic, Environmental, & Groundwater Consulting Services

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May 8, 2023

Matthew Wilson  
Bureau Chief  
NJDEP-Bureau of Safe Drinking Water  
Mail Code 401-04Q  
P.O. Box 420  
Trenton, New Jersey 08625-0420

Re: Update Report for Violation No.: 70422, PWSID: NJ1105001, Notice of Non-Compliance EA ID#: PEA220001-1105001, Hopewell Borough, Mercer County, New Jersey.

Dear Mr. Wilson:

On August 4, 2022, in response to the July 7, 2022 "Notice of Non-Compliance-Perfluorooctanesulfonic acid (PFOS) MCL Exceeded", Hopewell Borough Water Department submitted a "Remedial Measures Report" to NJDEP-Bureau of Safe Drinking Water. In accordance with the milestones, Hopewell Borough, M<sup>2</sup> Associates Inc., and Ferriero Engineering prepared conceptual plans and developed engineering assessments with the expectation that an application for a "Permit to Construct" a treatment system within the existing building at Well 4 could be submitted on or before December 31, 2022.

The July 7, 2022 "Notice of Violation" was issued because the one-year running average of PFOS concentrations in Borough Well 4 samples exceeded the maximum contaminant level (MCL) of 13 nanograms per liter (ng/l). Analytical results summarized in the July 7, 2022 notice were as follows and indicated a one-year running average of 13.5 ng/l:

3<sup>rd</sup> quarter 2021 = 12 ng/l

4<sup>th</sup> quarter 2021 = 15 ng/l

1<sup>st</sup> quarter 2022 = 14 ng/l

2<sup>nd</sup> quarter 2022 = 13 ng/l

Subsequent analyses of samples of water withdrawn from Well 4 each calendar quarter since the second quarter 2022 are summarized below.

3<sup>rd</sup> quarter 2022 = 10 ng/l

4<sup>th</sup> quarter 2022 = 12 ng/l

1<sup>st</sup> quarter 2023 = 11 ng/l

2<sup>nd</sup> quarter 2023 = 11 ng/l.



The current one-year running average is 11 ng/l. The one-year running average has been 13 ng/l or less, consistently since the start of the third quarter 2022.

Although the one-year running average in July 2022 was equal to 13 ng/l, the Borough requested M<sup>2</sup> Associates and Ferriero Engineering to develop plans for a treatment system that could be installed within the pumphouse at Well 4. Those conceptual plans were prepared but because the third quarter 2022 results further lowered the one-year running average, the Borough requested a temporary hold on treatment system design. The intent was to evaluate additional analytical data for water samples collected from Well 4 and if those results indicated an increase in PFOS concentrations, the system design could be quickly completed and an application for a "Permit to Construct" submitted to NJDEP-Bureau of Water Systems Engineering.

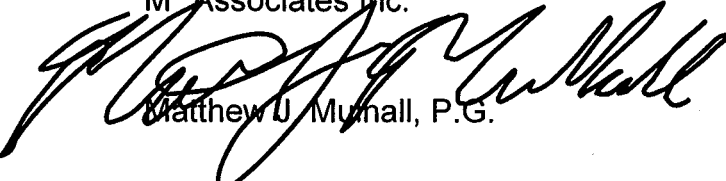
The July 7, 2022 "Notice of Non-Compliance" (EA ID#: PEA220001-1105001) states the following "Requirement: Comply with the Maximum Contaminant Level (MCL) for Perfluorooctane Sulfonic Acid (PFOS) set forth in [N.J.A.C. 7:10-5.2)a)5]." Based on the current one-year running average of 11 ng/l, the Borough Water Department is complying with the MCL for PFOS. Therefore, the July 7, 2022 "Notice of Non-Compliance EA ID#: PEA220001-1105001" should be closed and the record should indicate that the Borough Water Department is in compliance with the MCL for PFOS.

The August 4, 2022 NJDEP-Bureau of Water Systems Engineering "Remedial Measures Report Form" has been updated to reflect the request for closure of "Notice of Non-Compliance EA ID#: PEA220001-1105001" and is attached to this letter. As indicated in the Milestones section of the report, the Borough started designing a treatment system for PFOS. However, those plans will remain on hold as water samples from Well 4 are monitored. Should the MCL be exceeded, the plans can be completed and submitted to NJDEP-Bureau of Water Systems Engineering for a "Permit to Construct."

The Borough understands the potential treatment needs for removing PFOS from water pumped from Well 4. However, based on the analytical results for the last five quarterly samples collected from Well 4, treatment is not necessary to comply with the MCL. We respectfully request closure of "Notice of Non-Compliance EA ID#: PEA220001-1105001" and will stop issuing further "Public Notification Letters" effective May 31, 2023.

We look forward to working with NJDEP Bureaus of Water Systems Engineering and Safe Drinking Water in resolving the July 7, 2022 notice. If you have any questions, please call Matt Mulhall at (908) 238-0827.

Respectfully submitted,  
M<sup>2</sup> Associates Inc.



Matthew J. Mulhall, P.G.



<b>Office Use Only</b>  Reviewed by:  Date:
---

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
 Division of Water Supply and Geoscience  
 Bureau of Water System Engineering  
 Water System Assistance Section  
 Mail Code 401-04Q – P.O. Box 420  
 Trenton, New Jersey 08625-0420  
 Tel# 609-292-2957- Fax # 609-633-1495  
watersupply@dep.nj.gov

**REMEDIAL MEASURES REPORT FORM**

*Submit this report detailing proposed and/or completed remedial measures to the Bureau of Water System Engineering within thirty (30) calendar days of receipt of your Notice of Non-Compliance via mail, fax, or email. Pursuant to the State Primary Drinking Water Regulations at N.J.A.C 7:10-5.7(a), you are required to take any action necessary to achieve compliance within one year of the violation. Note: the one year includes the collection of samples demonstrating compliance with the Maximum Contaminant Level/Treatment Technique/Action Level. This remedial measures report form must be completed, reviewed, and signed by the owner/executive director and if applicable the licensed operator of record.*

**1. General Information**

PWSID#: NJ1105001		PWS Name: Hopewell Borough Water Department	
PWS Contact Name: David Misiolek		PWS Contact Email: david.misiolek@hopewellboro-nj.us	PWS Contact Phone#: (609) 466-0168
Violation/Trigger: <input checked="" type="checkbox"/> MCL Violation		<input type="checkbox"/> Treatment Technique Violation	<input type="checkbox"/> Action Level Exceedance
Contaminant: PFOS			
Violation Date: _____		Notice of Noncompliance Received Date: 7/7/2022	
Is treatment currently installed to address the contaminant of concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

**2. Remedial Measures (Proposed and/or Completed)**

*Select all applicable remedial measures and provide a brief explanation for the selection(s) below. A timeline of the milestones necessary to complete the selected remedial measure(s) must be outlined in Section 3.*

a. Maintain/Repair existing treatment	<input type="checkbox"/>
b. Install treatment / Modify current treatment	<input type="checkbox"/>
c. Permanently remove the contaminated source from service	<input type="checkbox"/>
d. Use an alternate source(s) of water supply	<input type="checkbox"/>

Explanation: One-year running average for Perfluorooctane Sulfonic Acid (PFOS) exceeded with second quarter 2022 results with one-year running average of 13.5 ng/l and MCL is 13.0 ng/l. Current one-year running average is 11 ng/l and therefore, system is in compliance for MCL.



### 3. Milestones:

Describe what actions will be or have been taken. A timeline of milestones to complete the proposed remedial measure(s) must be outlined. If a remedial measure(s) is completed, describe what action was taken and provide supporting documentation. Where applicable, milestones should include: invoices, estimates, receipts, submittal of permit application, consultation with manufacturer, construction and installation of treatment and sampling. The milestone timeframes need to take into consideration that a system is required to bring the water into compliance within one year of the violation (i.e. including sample collection of sufficient compliance data).

Milestone 1:	Description: Retained Ferriero Engineering and M2 Associates to evaluate groundwater resources to Well 4 and assess treatment options for PFOS and develop conceptual plans.
	Proposed Completion/Completed Date: 10/31/2022
Milestone 2:	Description: System is in compliance of PFOS MCL since second quarter 2022 and current one-year running average is 11 ngl. No further treatment system design is warranted. Continued monitoring of analytical results of water samples from Well 4.
	Proposed Completion/Completed Date: 4/28/2023
Milestone 3:	Description: Maintain treatment system conceptual design plans on hold. If quarterly monitoring of Well 4 indicates increasing concentrations that exceed MCL, complete plans and submit to NJDEP-BWSE for "Permit to Construct."
	Proposed Completion/Completed Date: 4/28/2023
Milestone 4:	Description: Close "Notice of Non-Compliance EA ID# PEA220001-1105001 as water withdrawn from Well 4 is in compliance with MCL for PFOS as indicated by one-year running average.
	Proposed Completion/Completed Date: 4/28/2023

#### 4. Certification

This remedial measures report form must be completed, reviewed, and signed by the owner/executive director and if applicable the licensed operator of record.

PWSID# NJ1105001	PWS Name: Hopewell Borough Water Department
Completed by (print name):	
Original Signature:	Date:
Water System Owner/Executive Director (print name): Mayor Paul Anzano	
Original Signature 	Date: 5/8/2023
Licensed Operator and License Number (print name): David Misiolek T-2 0006701/W-2 0006702	
Original Signature 	Date: 5/8/2023



## State of New Jersey

PHILIP D. MURPHY  
Governor

SHEILA Y. OLIVER  
Lt. Governor

Department of Environmental Protection  
Mail Code 401-04Q  
Division of Water Supply & Geoscience  
Water System Operations Element  
Bureau of Safe Drinking Water  
401 E. State Street - P.O. Box 420  
Trenton, New Jersey 08625-0420  
Tel #: (609) 292-5550 - Fax #: (609) 633-1495  
<https://www.nj.gov/dep/watersupply/>

SHAWN M. LATOURETTE  
Commissioner

**Letter sent via email only: David.Misiolek@Hopewellboro-Nj.Us**

August 4, 2023

David Misiolek  
Hopewell Borough Water Department  
88 E Broad St,  
Hopewell, NJ 08525

**RE: Remedial Measures Report Denial  
Hopewell Borough Water Department  
PWSID No.: NJ1105001  
EA ID # PEA220001**

Dear David Misiolek:

The Bureau of Safe Drinking Water (Bureau) is in receipt of the revised Remedial Measures Report (RMR) Form dated May 8, 2023, submitted by Hopewell Borough Water Department (Hopewell). Hopewell previously submitted a RMR on August 4, 2022, which was approved on August 10, 2022. Hopewell's revised RMR requests permission to cease completion of the approved permanent measures due to Hopewell's Running Annual Average (RAA) for their Perfluorooctanesulfonic acid (PFOS) compliance sampling results being below the Maximum Contaminant Level (MCL). Upon review of the revised RMR and sampling results submitted for compliance, the Bureau denies Hopewell's request to cease completion of permanent measures.

Although Hopewell's RAA is currently below the PFOS MCL, in accordance with N.J.S.A. 58:12A-15 and N.J.A.C. 7:10-5.7(a), a water system must take any action necessary (e.g., installation of treatment or an alternate potable water supply) to bring its water into compliance with the MCL within one year of receiving results that constitute a violation. For the MCL violation to be returned to compliance (e.g., closed), the water system must demonstrate the permanent actions taken are effective, through two consecutive quarterly compliance sampling results, following the completion of the approved permanent measures outlined in the August 10, 2022, Remedial Measures Report Approval letter EA ID#PEA220001.

As per the Remedial Measures Report Approval letter, dated August 10, 2022, Hopewell is required to install a PFOS treatment system and piping, submit a permit to operate application to the Bureau of Water System Engineering, and obtain a permit to operate and initiate operation of the PFOS treatment system by July 7, 2023.

Failure to be in compliance with the MCL by the aforementioned date will result in a violation, the water system will be required to issue a Tier 2 public notice within 30 days, and the water system may be referred to the Department's Central Bureau of Water Compliance and Enforcement and may be subject to possible enforcement action and penalties.

If you have any questions regarding this letter, please contact me at (609) 292-5550 or at [jeffrey.brennan@dep.nj.gov](mailto:jeffrey.brennan@dep.nj.gov). When contacting the Bureau please reference PWSID No. NJ1105001 and Letter No. PEA220001.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Brennan', with a long horizontal line extending to the right.

Jeffrey Brennan  
Compliance Assistance Section  
Bureau of Safe Drinking Water

cc: (via email)

Central Bureau of Water Compliance and Enforcement  
Linda Ofori, Assistant Director, Division of Water Supply and Geoscience  
Matthew Wilson, Bureau Chief, Bureau of Safe Drinking Water  
Heather Carson, Bureau of Safe Drinking Water



State of New Jersey

PHILIP D. MURPHY  
GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Mail Code 401-04Q

SHAWN M. LATOURETTE  
COMMISSIONER

TAHESHA L. WAY  
LT. GOVERNOR

Division of Water Supply & Geoscience  
Water System Operations Element  
Bureau of Safe Drinking Water  
401 E. State Street - P.O. Box 420  
Trenton, New Jersey 08625-0420  
Tel #: (609) 292-5550 - Fax #: (609) 633-1495  
<https://www.nj.gov/dep/watersupply/>

Notice sent via email only: [David.Misiolek@Hopewellboro-Nj.Us](mailto:David.Misiolek@Hopewellboro-Nj.Us)

September 14, 2023

David Misiolek  
Hopewell Boro W. Dept  
88 E Broad St,  
Hopewell, NJ 08525

**RE: Notice of Non-Compliance – Failure to Remediate Maximum Contaminant Level  
Exceedance Within 1 Year  
Hopewell Boro W. Dept  
EA ID #: PEA230002 - 1105001  
Violation # 70426**

Dear David Misiolek:

Enclosed is a Notice of Non-Compliance (Notice) issued by the Department of Environmental Protection (Department). Any submissions related to this Notice should be sent to the Department's Bureau of Safe Drinking Water (Bureau) via email to [watersupply@dep.nj.gov](mailto:watersupply@dep.nj.gov) and reference your PWSID No., the violation number, and the specific submission and/or form number in the subject line. If you need further assistance contact Jeffrey Brennan at (609) 292-5550 or [Jeffrey.Brennan@dep.nj.gov](mailto:Jeffrey.Brennan@dep.nj.gov).

Sincerely,

---

Matthew Wilson, Bureau Chief  
Bureau of Safe Drinking Water

Enclosure

cc: (via email) Central Bureau, Water Compliance and Enforcement  
Jeffrey Brennan, BSDW, CAS  
Donald Kakas, ECA-Spill Fund, [Donald.Kakas@dep.nj.gov](mailto:Donald.Kakas@dep.nj.gov)  
Kristin Infanti, ECA-Spill Fund, [Kristin.Infanti@dep.nj.gov](mailto:Kristin.Infanti@dep.nj.gov)



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mail Code 401-04Q

Division of Water Supply & Geoscience

Water System Operations Element

Bureau of Safe Drinking Water

401 E. State Street - P.O. Box 420

Trenton, New Jersey 08625-0420

Tel #: (609) 292-5550 - Fax #: (609) 633-1495

<https://www.nj.gov/dep/watersupply/>

PHILIP D. MURPHY  
GOVERNOR

TAHESHA L. WAY  
LT. GOVERNOR

SHAWN M. LATOURETTE  
COMMISSIONER

### NOTICE OF NON-COMPLIANCE

**EA ID #: PEA230002 - 1105001**

Name: Hopewell Boro W Dept  
Location: Burton Ave  
Hopewell, NJ 08525  
Identifying #: NJ1105001  
Violation #: 70426

You are hereby Notified, that following a review of its records on 09/14/2023, the New Jersey Department of Environmental Protection (Department) determined the following violation(s) of the New Jersey Safe Drinking Water Act, N.J.S.A. §58: 12A-1 et seq., and its implementing regulations at N.J.A.C. 7:10 et seq. has occurred.

**Requirement:** A supplier of water that incurs a violation of a promulgated MCL for any of the contaminants regulated pursuant to N.J.A.C. 7:10 shall, within one year after receipt of the results of the tests conducted pursuant to the National Regulations and N.J.A.C. 7:10-5.2 that demonstrate an exceedance that constitutes a violation, take any action necessary to bring the water into compliance with the applicable MCL, in accordance with [N.J.A.C. 7:10- 5.5.7(a)]

**Violation Details:** FAILURE TO REMEDIATE MCL WITHIN 1 YEAR. *Specifically, your system failed to remediate the Perfluorooctane sulfonic acid (PFOS) MCL by the one-year deadline of 07/07/2023.*

As a result of the violation(s), the following actions must be taken:

1. Tier 2 public notification requirements must be completed in accordance with 40 CFR 141.201 et seq. Templates including all required language may be found at <https://www.state.nj.us/dep/watersupply/dws-sampreg.html>. Systems are encouraged to consult with the Bureau of Safe Drinking Water (Bureau) regarding any questions on the required language. Public notice must continue for the duration of the violation or situation, but in no case for less than seven (7) calendar days, even if the violation is resolved.

- a. Initial public notice must be completed as soon as practical but no later than thirty (30) calendar days after the system learns of the violation; therefore, public notice is due within 30 calendar days of the date of this Notice.
  - b. Ongoing public notice, updated to reflect the most recent actions that will be, or have been taken, must continue to be completed every three (3) months, from the previous public notice issuance date, for the same situation until compliance has been achieved.
2. Submit to the Bureau a representative copy(s) of each completed public notice that was distributed, posted, or otherwise made available to the persons served by your water system within ten (10) calendar days of completing the public notice requirements. In addition, you must submit a completed *Public Notification Certification Form DEP\_10-F\_00008.1* in accordance with 40 CFR 141.31(d). The Public Notification Certification Form is available on our webpage at <https://www.state.nj.us/dep/watersupply/pdf/bsdw53.pdf>.

A copy of the public notice and the complete Public Notice Certification Form must be submitted via email to [watersupply@dep.nj.gov](mailto:watersupply@dep.nj.gov) and reference your system's PWSID number and "PN Certification" in the subject line of the email. The certification establishes that your water system has fully complied with the public notice content and delivery requirements pursuant to 40 CFR 141.201 *et seq.*

Hopewell Boro W Dept is being referred to the Department's Water Compliance and Enforcement Division for failure to bring the water into compliance with the applicable MCL, within one year after receipt of the results that demonstrated an exceedance that constitutes a violation, per N.J.A.C. 7:10 5.7(a),

This Notice of Non-Compliance does not constitute final agency action and may not be appealed or contested. The issuance of this Notice or your compliance therewith does not preclude the State of New Jersey or any of its agencies from initiating formal administrative and/or judicial enforcement action, including assessment of penalties, with respect to the items of non-compliance listed above or for any other violations. Violations of the above regulations are subject to penalties of up to \$25,000.00 per day/offense and in the event of formal administrative or enforcement action, you may appeal or contest such action and penalties.

Issued by: Matthew Wilson, Bureau Chief  
Bureau of Safe Drinking Water



Signature: \_\_\_\_\_ Date: September 14, 2023

## Appendix N

### Pending Litigation

In 2024, the Borough joined the aqueous film forming foam (“AFFF”) multi-district Litigation no. 2873 (“MDL”) which are overseen by the United States District Court for the District of South Carolina. The current Settlement Agreements are class action settlements designed to resolve claims for PFAS contamination in Public Water Systems’ Drinking Water, as those terms are defined in the respective Settlement Agreements, which are with the following groups of Settling Defendants: (1) the 3M company; (2) E.I. Du Pont de Nemours and company (n/k/a Eidp, Inc.), Dupont de Nemours inc., the Chemours company, the Chemours company fc, llc, and Corteva, inc.; (3) Tyco Fire Products LP and Chemguard, Inc.; (4) BASF Corporation; and (5) other manufacturer(s) of firefighting foam products (known as “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds) which may become settling defendants under the MDL. The Settlement Agreements and status of same are available via <https://www.pfaswatersettlement.com>. Attached to this Appendix N is a copy of the agreement between the Borough and the law firms of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor, LLC, the special counsel hired to represent the Borough in the MDL (“MDL Legal Services Agreement”).

As of the date of this Agreement, the Borough has not received any settlement funds as a result of the MDL. The parties agree that, if the Borough receives settlement funds as a result of the MDL, then:

1. Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor, LLC shall be entitled to its contingent fee and costs and expenses as set forth in the MDL Legal Services Agreement; and
2. The Borough shall be entitled to the proceeds of its special needs claims for expenses it may have incurred related to PFAS remediation related to the System; and
3. Any additional remaining settlement proceeds shall be retained by the Borough. The Borough and Buyer shall meet and confer to discuss whether a portion of those proceeds should be used for System improvements or the full amount should be utilized for other municipal needs.

Prior to closing, the Borough shall arrange with the Buyer and Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor, LLC for such amendment to be made to the MDL Legal Services Agreement to ensure Buyer assumes the Buyer’s rights and obligations under the MDL Legal Services Agreement at Closing.

See attached documents.

## LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This Agreement is made between Hopewell Borough (“Client”) and the law firms of Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC (collectively referred to as “Attorneys”).
2. RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY. By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.
3. AUTHORIZED REPRESENTATIVE OF CLIENT. Client designates Douglas Walker, Hopewell Borough Administrator, as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.
4. SCOPE AND DUTIES. Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of settlements entered, or which may be entered, into in the AFFF multi-district Litigation no. 2873 (“MDL”) which are overseen by the United States District Court for the District of South Carolina. The current Settlement Agreements are class action settlements designed to resolve claims for PFAS contamination in Public Water Systems’ Drinking Water, as those terms are defined in the respective Settlement Agreements, which are with the following groups of Settling Defendants: (1) the 3M company (“3M”); (2) E.I. Du Pont de Nemours and company (n/k/a Eidp, Inc.), Dupont de Nemours inc., the Chemours company, the Chemours company fc, llc, and Corteva, inc. (collectively, “Dupont”); (3) Tyco Fire Products LP (“Tyco”) and Chemguard, Inc. (“Chemguard”) (collectively, “the Tyco Defendants”); (4) BASF Corporation (“BASF”); and (5) other manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”) (including perfluorooctanoic acid (“PFOA” or “C8”), perfluorooctane sulfonate (“PFOS”), and any other related compounds) which may become settling defendants under the MDL. Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer and in the context of the MDL. Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of any and all factual developments. Notwithstanding, Client has instructed that Attorneys may not file any complaint against the manufacturer(s) and supplier(s) on the Client’s behalf that is outside of the current scope of the MDL until and unless approval is received by the Borough Council, with the parties recognizing that delayed approval may impact claims against such manufacturer(s) and supplier(s), including but not limited to the inability to satisfy the

applicable statute of limitations requirements.

5. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action, or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. JOINT RESPONSIBILITY. Baron & Budd, P.C. and Cossich, Sumich, Parsiola & Taylor LLC, assume joint legal responsibility to Client for the representation described in this Agreement, and agree to be available for consultation with the client. Client approves of and consents to the participation of the firms in their representation.

7. ATTORNEYS' FEES. Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Client and Attorneys agree that it is the intent of this Agreement that if there is no recovery, Client will not be required to reimburse Attorneys for costs, expenses, and fees as herein defined. In the event a recovery is less than incurred costs, expenses, and fees, Client will not be required to reimburse Attorneys for costs, expenses, and fees above and beyond Client's recovery. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee of twenty-five percent (25%) of any net recovery after deduction of costs and expenses in accordance with the provisions of N.J. Rule 1:21-7, and which shall be inclusive of the eight percent (8%) award of fees and reimbursed costs awarded to Class Counsel as set forth in the Settlement Agreements of Defendants 3M and Dupont, and the fee and cost award to Class Counsel as set forth in any Settlement Agreements of the Tyco Defendants, BASF and other MDL Settling Defendants.

The contingent fee is to be calculated based on Client's net recovery after deduction of costs and expenses (as defined below).

The contingent fee is calculated by multiplying the net recovery by the fee percentage.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process

servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, expert fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course of representing Client. The "costs" and "expenses" shall be charged to the Client in proportion to the Client's gross recovery.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value. However, regardless of the results of the binding appraisal, the fee associated with non-monetary property or services transferred or rendered for the benefit of the Client shall not, in any case, exceed the amount of the monetary payments made to the Client as part of the governing settlement or judgment. It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated as described above. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorneys will be paid from subsequent payments to Client before there is any distribution to Client.

C. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or

(ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client's gross recovery and before attorney's fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees or expenses as herein defined. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery.

(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client. Attorneys may, however, use outside vendors where costs or circumstances warrant. The fees in connection with Document Management shall be paid to Attorneys as set forth in Section 8A above.

9. SHARED EXPENSES. Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

10. DIVISION OF ATTORNEYS' FEES. At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as

follows:

Baron & Budd, P.C. will receive fifty percent (50%) and Cossich, Sumich, Parsiola & Taylor LLC will receive fifty percent (50%).

11. **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of the litigation associated with this cause of action. Prior to signing any documents relative to settlement agreements, compromises and releases, Attorneys will confer with and advise Client of the contents and ramifications of such documents. Under no circumstances will Client's claims be settled without obtaining Client's advance consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the advance approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written

notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for any reason beyond Attorneys' reasonable control, Attorneys and Client agree that Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained in connection with the services under this Agreement (whether by settlement or court judgment). If no recovery is obtained for Client, or if a lien is obtained that exceeds the recovery by the Client, then any lien in excess of the recovery for Client shall be released by Attorneys.

16. WITHDRAWAL OF ATTORNEYS. Attorneys agree to file claims on Client's behalf under the Settlement Agreements that are part of the MDL referenced herein. After filing such claims, Attorneys may withdraw with Client's consent as permitted under the governing Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Attorneys and Client agree that in all such cases described herein above, Attorneys will have a lien for attorneys' fees and costs advanced on the claims that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained thereunder (whether by settlement or court judgment). If no recovery is obtained for Client or if a lien is obtained that exceeds the recovery by the Client any lien in excess of the recovery for Client shall be released by Attorneys.

17. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

18. INDEPENDENT CONTRACTOR. The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs

paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as remuneration for individual employment apart from the business of that law office.

19. NOTICES. Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.  
3102 Oak Lawn Ave., Suite 1100  
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC  
8397 Highway 23, Suite 100  
Belle Chasse, Louisiana 70037

20. DISCLAIMER OF GUARANTEE. Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

21. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

22. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

23. MODIFICATION BY SUBSEQUENT AGREEMENT. The parties may agree to modify this Agreement by executing a new written agreement.

24. DISPUTES ARISING UNDER AGREEMENT. Client and Attorneys agree that any controversy, claim, or dispute (including issues relating to the fee) arising out of or relating to this Agreement, its performance, and/or its breach will be resolved by arbitration proceedings before a neutral associated with the Judicial Arbitration and Mediation Services (JAMS). Disagreement as to the fair market value of any non-monetary property or services, however, will be resolved in accordance with paragraph 7.C.

25. ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT. The parties in any action or proceeding to enforce any provision of this Agreement shall be responsible for their own attorney's fees and costs and shall not be responsible for any other parties' attorney's fees and costs

incurred in that action or proceeding or in efforts to negotiate the matter regardless of which party prevails.

26. EFFECTIVE DATE OF AGREEMENT. This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

27. SALE OF CLIENT'S PUBLIC WATER SYSTEM. Client is in the process of exploring the sale of its public water system, and all of its assets, water sources and rights in connection therewith, to a capable private or public entity pursuant to the New Jersey Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. ("WIPA"). Unless and until such sale is consummated, which is currently not anticipated to take place prior to January 1, 2025, Attorneys shall maintain and prosecute Client's claims hereunder against 3M, Dupont, the Tyco Defendants and BASF, as well as file claims through the MDL with any Settling Defendants with Settlement Agreements that have been executed no later than the sale date. Client agrees that the sale of the public water system will not terminate Attorneys' rights to the contingent fee and costs and expenses hereunder. The parties agree to work together to ensure their mutual rights under this Agreement are protected in any agreement for the sale of Client's public water system.

28. MULTIPLE COUNTERPARTS. This Agreement will be effective whether or not executed in multiple counterparts.

29. NEW JERSEY CONTRACT REQUIREMENTS. The parties agree to incorporate and comply with the provisions of Exhibit A attached hereto, to the extent the requirements therein are applicable to this Agreement and the services hereunder.

This agreement and its performance are subject to the Louisiana Rules of Professional Conduct, the Texas Disciplinary Rules of Professional Conduct, and the New Jersey Rules of Professional Conduct.

Agreed to by:

Date: 7/1/2024

CLIENT: HOPEWELL BOROUGH

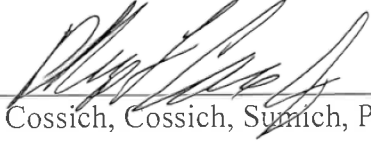
Ryan P. Kennedy  
Printed name and title ("Client")

[Signature]  
Signature

ATTORNEYS



\_\_\_\_\_  
Scott Summy, Baroz & Bede, P.C.



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Phil Cossich, Cossich, Sunich, Parsiola & Taylor LLC