NEW JERSEY
AMERICAN WATER

April 13, 2026

VIA ELECTRONIC MAIL

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

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

Dear Secretary Lewis:

Enclosed please find a Petition filed on behalf of New Jersey-American Water Company, Inc. ("NJAWC") in connection with the above-referenced matter. Kindly file the Petition and advise of the docket number assigned to this case.

Please do not hesitate to contact me should you have any questions or require additional information.

Very truly yours,

Stephen R. Bishop
General Counsel

SRB:dlc
Enc.

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

Stephen R. Bishop
General Counsel
1 Water Street
Camden, NJ 08102

P 856.955.4877
M 856.364.0965

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

IN THE MATTER OF THE PETITION OF NEW JERSEY-AMERICAN WATER COMPANY, INC. FOR APPROVAL OF A MUNICIPAL CONSENT GRANTED BY THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN	: : : : : : :	**PETITION** BPU DOCKET NO. WE26_____

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

Petitioner, New Jersey-American Water Company, Inc. ("NJAWC" or "Petitioner"), a duly organized and existing public utility corporation of the State of New Jersey, with its principal office at 1 Water Street, Camden, New Jersey, 08102, hereby petitions the Board of Public Utilities ("Board") for authorization, pursuant to N.J.S.A. 48:2-14, N.J.S.A. 48:3-11 to 15, N.J.S.A. 48:13-11 and 48:19-20 and N.J.A.C. 14:1-5.5 and such other regulations and statutes as may be deemed applicable and appropriate by the Board, to approve a municipal consent ordinance granted to NJAWC by the Township of Mansfield (the "Township"). In furtherance of this Petition, NJAWC states as follows:

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

2. By this Petition, NJAWC is seeking approval of municipal consent Ordinance No. 2007-14, adopted by the Township Committee of the Township in the County of Warren, State

of New Jersey on December 26, 2007 (the "Municipal Consent"), a copy of which is attached hereto as Exhibit 1.[1] The minutes from the December 26, 2007 Mansfield Township Committee Meeting during which the Municipal Consent was approved by the Township Committee of the Township are attached hereto as Exhibit 2. The Municipal Consent was introduced and adopted pursuant to N.J.S.A. 48:3-11 to 48:3-15, and N.J.S.A. 48:13-11 to permit Petitioner to lay its pipes, valves, pumps, manholes and other equipment and related facilities to extend, operate and maintain sewer collection and treatment facilities (collectively, the "Facilities") to expand NJAWC's existing franchise to provide sanitary wastewater service to a portion of the Township commonly known as the "Meadows at Mansfield" subdivision consisting of the lands known and designated as: Block 1501, Lot 9.01 as shown on the current tax map of the Township (hereinafter the "Proposed Franchise Area") for a period of ninety-nine (99) years. As described in Section V of the Municipal Consent, at the end of the ninety-nine (99) year period, should the Township elect not to extend or renew its consent, NJAWC shall continue to provide service to its then existing customers until such time as arrangements are made in accordance with then existing law and regulation for continued or alternate service.

3. NJAWC is the franchised water purveyor for the entire Township, including the Proposed Franchise Area.

4. By Order dated April 16, 2010, the Board approved the merger of Applied Wastewater Management, Inc. ("AWM") with and into NJAWC, with NJAWC remaining as the surviving entity. A copy of the order is attached hereto as Exhibit 3. The merger was effective as of August 31, 2010, pursuant to the certificate of merger filed with the New Jersey Department of the Treasury, Division of Revenue, a copy of which is attached hereto as Exhibit 4, at which time

[1] Appended to Exhibit 1 is an email from the Mansfield Township Clerk confirming that while the Township does not have a signed copy of Ordinance No. 2007-14, it was indeed adopted by the Township on December 26, 2007.

NJAWC became the successor in interest to AWM.

5. As stated in Municipal Consent, all provisions of the Ordinance which are obligatory upon or inure to the benefit of AWM shall also be obligatory upon and shall inure to the benefit of all successors and assigns of AWM; NJAW is successor in interest to AWM.

6. The Township encompasses approximately 29.69 square miles and has a population of approximately 7,781 people, with a population density of approximately 222.3 per square mile.

7. The Township's Municipal Consent was adopted to effectuate a transfer of assets and that transfer is now effectuated by an asset transfer agreement entered into by and between the Company and Landmark Companies, LLC ("Landmark") on January 30, 2026, a copy of which is attached hereto as Exhibit 5 (the "Asset Transfer Agreement").

8. The Proposed Franchise Area encompasses the Meadows at Mansfield subdivision as shown on the map attached hereto as Exhibit 6. The development to be served by the Company will consist of 234 residences once development is completed and fully occupied with an estimated total sewer demand of 45,235 gallons per day (gpd).

9. Landmark constructed a wastewater collection system (the "System") to serve the 234 residences within the Proposed Franchise Area. Through the Asset Transfer Agreement, the System would be transferred to NJAWC.

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

11. The rates to be charged for wastewater service in the Proposed Franchise Area will

be the same as the rates paid by current Township wastewater customers pursuant to NJAWC Tariff, Rate Schedule 6-A, a copy of which is attached hereto as Exhibit 7.

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

13. For the reasons stated above, approval of the Municipal Consent will serve the public convenience and properly serve the public interests pursuant to N.J.S.A. 48:2-14.

WHEREFORE, Petitioner respectfully requests that the Board approve Municipal Consent Ordinance No. 2007-14 of the Township of Mansfield, Warren County, and grant such other and further relief as the Board may deem reasonable and appropriate under the circumstance.

Respectfully submitted,

NEW JERSEY-AMERICAN WATER COMPANY, INC.

Dated: April 13, 2026 By: _____

Stephen R. Bishop, Esquire

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

Stephen R. Bishop, Esq.
General Counsel
New Jersey-American Water Company, Inc.
1 Water Street
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856.955.4877
stephen.bishop@amwater.com

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Mechanicsburg, PA 17055
erin.fure@amwater.com

Jamie D. Hawn
Director, Rates and Regulatory
New Jersey-American Water Company, Inc.
1 Water Street
Camden, NJ 08102
jamie.hawn@amwater.com

VERIFICATION

STATE OF NEW JERSEY

ss.

COUNTY OF CAMDEN

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

1. I am the Director of Rates and Regulatory, New Jersey-American Water Company, Inc., the Petitioner herein, and am authorized to make this verification on behalf of said Petitioner.
2. I have reviewed the within Petition and the attachments thereto, and the information contained therein is true and accurate according to the best of my knowledge, information and belief.

Jamie Hawn

Sworn to and subscribed before me this
13th day of April, 2026.

Donna L. Carney
Notary Public

DONNA L. CARNEY
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 24, 2028

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

BPU Docket No. WE2604____

Service List

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

BPU Docket No. WE2604____

Service List

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TOWNSHIP OF MANSFIELD
ORDINANCE NO. 2007-14

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

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

WHEREAS, a portion of the Township of Mansfield (hereinafter, the "Township") commonly known as the "Meadows at Mansfield" subdivision is suitable for centralized wastewater collection, treatment and disposal services; and

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

WHEREAS, AWM has significant experience as the operator of sewer utilities which have been approved by the Board of Public Utilities; and

WHEREAS, the Township Committee has determined that the best way to provide centralized wastewater collection, treatment and disposal services to the Meadows at Mansfield subdivision is by authorizing AWM to serve same; and

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

NOW, THEREFORE, BE IT ORDAINED by the Township Committee as follows:

SECTION I.

Municipal consent is hereby granted to AWM, for the operation and maintenance of a public utility to provide sewerage collection and treatment service to the Meadows at Mansfield subdivision, more completely defined in Section II of this Ordinance. This consent shall entitle AWM to own, operate, and maintain a sewerage collection and treatment system, including but not limited to facilities such as collection main, treatment plants, disposal beds, driveways and other appurtenances and equipment in order to provide service to the franchise area, subject to such additional approvals, endorsements or consents as the law may require.

SECTION II.

The franchise for the consent granted in Section I of this Ordinance consists of the lands known and designated as: Block 1501, Lot 9.01 as shown on the current tax map of the Township and which is graphically represented on the attached Schedule "A".

SECTION III.

The consent granted pursuant to Section I shall be for a period of 99 (ninety-nine) years from the final adoption of this Ordinance. The Mayor and Clerk of the Township are hereby authorized to execute on behalf of the Township all documents required to acknowledge said consent.

SECTION IV.

Municipal consent and authority is also hereby granted to AWM to lay their mains (pipes), valves, pumps and other equipment beneath such public roads, streets, private *roads* or streets and places within the franchise area as may be deemed necessary for their corporate purpose, free from all charge to be made by any person or body politic whatsoever for such privilege, except as

otherwise provided in Section V of this Ordinance, provided that the mains (pipes) shall be laid below the surface in accordance with approved plans by the Township and shall not unnecessarily obstruct or interfere with the public travel or damage public or private property. All such property shall be restored in a workmanlike manner to the condition said property was in prior to the installation of the said pipes. Except in the event of an emergency, the consent of the public agency charged with repair and maintenance of such roads, streets and places shall be first obtained in writing. AWM shall be required to restore such public roads, streets and the places to the conditions they were in prior to the installation of mains, valves, pumps and other equipment by AWM. It is mutually acknowledged that from time to time the Township may have to undertake work in conjunction with roadways which it owns and maintains. AWM acknowledges that improvements required to roadways owned by the Township may require the relocation or repair of certain facilities it owns within the roadways. AWM understands and agrees that any such relocations, repairs, maintenance will be at the sole cost and expense of AWM. Except in the event of an emergency, the Township will engage AWM in prior consultation with regards to any work in conjunction with roadways which it owns and maintains where it is known that such work will require the relocation or repair of certain facilities owned by AWM.

SECTION V.

AWM, in the construction, installation, maintenance, and operation of its sewerage treatment and collection systems, shall comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances and shall obtain all necessary approvals, permits, and licenses from, and pay all necessary fees to, all federal, state and local agencies having jurisdiction over any aspect of the sewerage collection and treatment system. At the end of the ninety-nine (99) year period provided for in Section III, should the Township elect not to extend or renew its consent,

AWM shall continue to provide service to its then existing customers within the area defined by Section II until such time as arrangements are made in accordance with then existing law and regulation for continued service or alternate service.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

SECTION IX.

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

SECTION X.

This Ordinance shall take effect upon final passage and approval, and publication by law.

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed on first reading by the Mansfield Township Committee at its regular monthly meeting held on November 28, 2007 which Ordinance shall be given further consideration for final passage following a public hearing to be conducted thereon at its regular monthly meeting to be held on December 26, 2007 at 8:00 pm at the Township of Mansfield Municipal Building, 100 Port Murray Road, Port Murray, New Jersey 07865.

_____

Dena Hrebenak
Municipal Clerk, Township of Mansfield

From: Stephen R Bishop
To: Donna L Carney
Subject: FW: EXTERNALMeadows at Mansfield & Ordinance No. 2007-14
Date: Wednesday, April 1, 2026 9:09:37 AM

Stephen R. Bishop
VP & General Counsel (NJ & PA)
American Water
Office: 856.955.4877
Cell: 856.364.0965

From: Township Clerk <Clerk@mansfieldtownship-nj.gov>
Sent: Wednesday, April 1, 2026 8:41 AM
To: Stephen R Bishop <Stephen.Bishop@Amwater.com>
Subject: RE: EXTERNALMeadows at Mansfield & Ordinance No. 2007-14

CAUTION: This Message Is from an External Email Address
Verify the sender before responding or opening links or attachments.
Report Suspicious

Good morning,

Yes, that is correct. Ordinance 2007-14 was adopted on December 26, 2007; however, the Township does not possess a signed copy of the Ordinance.

Regards,

Wendy Barras, R.M.C C.M.R
Township Clerk/Registrar
Township of Mansfield
100 Port Murray Rd.
Port Murray, NJ 07865
908-689-6151 Ext. 128

From: Stephen R Bishop <Stephen.Bishop@Amwater.com>
Sent: Tuesday, March 31, 2026 1:57 PM
To: Township Clerk <Clerk@mansfieldtownship-nj.gov>
Subject: EXTERNALMeadows at Mansfield & Ordinance No. 2007-14

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
To the Clerk the Township

Ms. Barras - I am General Counsel for New Jersey American Water. I am reaching out regarding both Meadows at Mansfield and the above referenced ordinance. Ordinance No. 2007-14 (a copy of which is attached to this email) was adopted in anticipation of Applied Wastewater Management acquiring the Meadows at Mansfield sewer utility assets. However, since the acquisition did not occur at that time, the process for obtaining approval of the ordinance from the NJ Board of Public Utilities was not completed.

New Jersey American Water, which is the successor to Applied Wastewater Management by merger, recently entered into an agreement to acquire the Meadows at Mansfield sewer utility assets and now New Jersey American Water will file a petition with the NJ BPU seeking approval of Ordinance No. 2007-14.

To assist in this process, can you confirm that the Ordinance, though unsigned, was adopted on December 26, 2007, and that there is not a signed copy of the ordinance ?

Thank you,

Stephen R. Bishop
Vice President & General Counsel
New Jersey American Water
Pennsylvania American Water
1 Water Street
Camden, NJ 08102
Office: 856.955.4877
Cell: 856.364.0965
stephen.bishop@amwater.com

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MANSFIELD TOWNSHIP COMMITTEE MEETING

December 26, 2007

This is a regular meeting of the Mansfield Township Committee. The notice requirements of the law have been satisfied for this meeting by notice to the Star-Gazette and the Express Times of the time, date and location thereof. Notice was also posted on the announcement board located in the Municipal Building.

Roll Call: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin

Salute to flag was done by all.

APPROVAL OF THE MINUTES:

Mrs. Oakley made a motion to approve the minutes of the regular meeting of December 12, 2007 with corrections, which was seconded by Ms. Nerbak.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

PAYMENT OF BILLS:

Mrs. Oakley made a motion to approve the bill list as presented, which was seconded by Mr. Watters.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

CFO REPORT:

Mr. Coppola asked the Township Committee if they would like to have the first budget meeting for the year 2008 on January 2, 2008 at 7:30pm and then have another one at the end of the month to finalize the numbers.

The Township Committee agreed that the next meeting could be held on January 22, 2008 at 7:30pm.

Mrs. Oakley made a motion to hold budget workshop meetings on the two above listed days, which was seconded by Ms. Nerbak.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Ms. Nerbak made a motion to approve the hiring of Joanne Fascenelli for a total of 20 hours per week at a rate of $16.50, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Mr. Coppola explained the proposed new phone system to the Township Committee, we are paying about $330 a month for maintenance. The new system would cost over five years would be about $3400.

Mayor Baldwin stated that he has been speaking with Mr. Mace about upgrading the current phone system, but the cost would not be less then the new system costs.

Mr. Mace asked if the contract includes replacing the wire if needed.

Ms. Nerbak made a motion to move forward with the replacement of the phone system with the stipulation that the wires be checked prior to the phone system going in, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

CONSENT AGENDA:

2007-126

RESOLUTION
Overpayment of Taxes

WHEREAS, the following properties have an overpayment of 2007 property taxes;

WHEREAS, this overpayment occurred due to successful County Board tax appeals for added assessments;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mansfield this 26th day of December 2007 that the Tax Collector and Finance Officer can refund the following overpayments:

Block 802 Lot24	***Robert & Garnet Jewell***	***$4,691.25***	***Appeal # 16-07-06A***
Block 1105 Lot 23	***Dennis & Jennifer Teets***	***$278.00***	***Appeal # 16-07-07A***

2007-127
RESOLUTION

BE IT RESOLVED, by the Township Committee of the Township of Mansfield that the following Tax Sale Certificate having been paid and satisfied in full pursuant to N.J.S.A. 54:5-59. The Mayor and Township Clerk are hereby authorized and directed to endorse same for cancellation, and affix the Township Seal, and have same delivered to the property owner or legal representative pursuant to N.J.S.A. 54:5-55.

TAX SALE CERTIFICATE NUMBER	BLOCK/LOT	AMOUNT
2000-34	***1001.02/33.03***	***$19,260.80***

Assessed To:
Gruener, Gerald

Mrs. Oakley made a motion to approve the Consent Agenda as presented, which was seconded by Mr. Watters.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

ENGINEERS REPORT:

Mr. Mace stated that the State is awarding the township a grant for most of Washburn Road.

Mr. Mace stated that he will as of January 2, 2008 will be transferring ownership of his business to a company out of Pennsylvania everything will be remaining the same as it has been but with more people.

PUBLIC PORTION:

Mr. Jewell, Sunnyview Ave, questioned how many rifles are being purchased.

Mrs. Oakley stated that the township would be purchasing 5 rifles.

Mr. Jewell stated that he saw that there were going to be 10 more purchased, he stated that this could be discussed at a later date.

Mayor Baldwin stated that there is not a lot that can be answered about the rifles could not be discussed at this time being that this was discussed in executive session.

Mr. Jewell stated that this seems like a lot of money for something that is not needed with a County Swat team.

Mayor Baldwin closed the public portion since there were no more comments.

RESOLUTION:

RESOLUTION- No. 2007-128

FOR TRANSFER OF FUNDS

WHEREAS, there are insufficient funds in some of the 2007 budget line items; and

WHEREAS, it is permissible to transfer current appropriation funds after Nov. 1, 2007.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mansfield that the following transfers be made:

From		**To**	
Planning Board OE	$2,000.00	Employee Group Ins.	$132.00
Zoning Board OE	$532.00	Administration OE	$2,400.00

Ms. Nerbak made a motion to approve Resolution 2007-128, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Resolution 2007-129

RESOLUTION TO CANCEL CAPITAL ORDINANCES OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, STATE OF NEW JERSEY

WHEREAS, there exists fully-funded ordinances on the balance sheet of the General Capital Account Fund; and

WHEREAS, the fund creating this ordinance has been investigated and it has been determined that this ordinance is no longer needed and should be cancelled;

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Mansfield, that the following ordinances in the amounts of $5,294.47 be and the same are hereby canceled to a reserve for Renovations to Municipal Property

Ordinance 2007-01
Police Equipment and Office Improvements - $4,350.27
Ordinance 2007-09
Improvements to Public Buildings - $944.20

Ms. Nerbak made a motion to approve Resolution 2007-129, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

RESOLUTION 2007-130

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, NEW JERSEY, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TOWNSHIP OF MANSFIELD AND BOROUGH OF WASHINGTON, WITHOUT COMPETITIVE BIDDING

WHEREAS, the Township of Mansfield, Warren County and the Borough of Washington, Warren County desire to enter into an Agreement with respect to setting forth the terms and conditions of the Shared Services Agreement for Street Sweeping; and

WHEREAS, this Agreement is authorized under the New Jersey Interlocal Services Act, N.J.S.A. 40A:8A-1 et seq.;

NOW, THERFORE, BE IT RESOLVED by the Township Committee of the Township of Mansfield, in the County of Warren , New Jersey, as follows:

1. **That the Mayor and Township Clerk are hereby authorized to execute an Agreement between the Township of Mansfield and the Borough of Washington setting forth the terms and conditions regarding the street sweeping equipment and manpower.**

2. **A copy of the Agreement is on file in the office of the Township Clerk for inspection by the public.**

3. **This resolution shall take effect upon approval.**

Mrs. Oakley made a motion to approve Resolution 2007-130, which was seconded by Ms. Nerbak.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

CAPITOL ORDINANCE:

ORDINANCE NUMBER – CA-07-10

AN ORDINANCE OF THE TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY, APPROPRIATING $6,316 FOR RIFLES

WHEREAS, there is a need for rifles and associated equipment for the police department; and

WHEREAS, the acquisition of rifles and associated equipment will improve public safety and security;

BE IT ORDAINED by the Township Committee of the Township of Mansfield, Warren County, New Jersey, as follows:

1. The amount of $6,316 is hereby appropriated from Capital Surplus.
2. There is no debt incurred by this Ordinance.
3. This Ordinance shall take effect immediately.

Mrs. Oakley made a motion to approve CA07-10, which was seconded by Ms. Nerbak.

Ayes: Mrs. Oakley, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: Mr. Watters
Abstain: None

Ms. Nerbak made a motion to approve the addendum to the bill list, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

ORDINANCE:

Second Reading: (8:00)

Mayor Baldwin presented Ordinance 2007-14 for public comment:

Mr. Cohen, Esq. stated that prior to becoming the Township Attorney their firm worked for The Meadows at Mansfield so he would step down for this Ordinance.

TOWNSHIP OF MANSFIELD
ORDINANCE NO. 2007-14

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

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

WHEREAS, a portion of the Township of Mansfield (hereinafter, the "Township") commonly known as the "Meadows at Mansfield" subdivision is suitable for centralized wastewater collection, treatment and disposal services; and

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

WHEREAS, AWM has significant experience as the operator of sewer utilities which have been approved by the Board of Public Utilities; and

WHEREAS, the Township Committee has determined that the best way to provide centralized wastewater collection, treatment and disposal services to the Meadows at Mansfield subdivision is by authorizing AWM to serve same; and

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

NOW, THEREFORE, BE IT ORDAINED by the Township Committee as follows:

SECTION I.

Municipal consent is hereby granted to AWM, for the operation and maintenance of a public utility to provide sewerage collection and treatment service to the Meadows at Mansfield subdivision, more completely defined in Section II of this Ordinance. This consent shall entitle AWM to own, operate, and maintain a sewerage collection and treatment system, including but not limited to facilities such as collection main, treatment plants, disposal beds, driveways and other appurtenances and equipment in order to provide service to the franchise area, subject to such additional approvals, endorsements or consents as the law may require.

SECTION II.

The franchise for the consent granted in Section I of this Ordinance consists of the lands known and designated as: Block 1501, Lot 9.01 as shown on the current tax map of the Township and which is graphically represented on the attached Schedule "A".

SECTION III.

The consent granted pursuant to Section I shall be for a period of 99 (ninety-nine) years from the final adoption of this Ordinance. The Mayor and Clerk of the Township are hereby authorized to execute on behalf of the Township all documents required to acknowledge said consent.

SECTION IV.

Municipal consent and authority is also hereby granted to AWM to lay their mains (pipes), valves, pumps and other equipment beneath such public roads, streets, private *roads* or streets and places within the franchise area as may be deemed necessary for their corporate purpose, free from all charge to be made by any person or body politic whatsoever for such privilege, except as otherwise provided in Section V of this Ordinance, provided that the mains (pipes) shall be laid below the surface in accordance with approved plans by the Township and shall not unnecessarily obstruct or interfere with the public travel or damage public or private property. All such property shall be restored in a workmanlike manner to the condition said property was in prior to the installation of the said pipes. Except in the event of an emergency, the consent of the public agency charged with repair and maintenance of such roads, streets and places shall be first obtained in writing. AWM shall be required to restore such public roads, streets and the places to the conditions they were in prior to the installation of mains, valves, pumps and other equipment by AWM. It is mutually acknowledged that from time to time the Township may have to undertake work in conjunction with roadways which it owns and maintains. AWM acknowledges that

improvements required to roadways owned by the Township may require the relocation or repair of certain facilities it owns within the roadways. AWM understands and agrees that any such relocations, repairs, maintenance will be at the sole cost and expense of AWM. Except in the event of an emergency, the Township will engage AWM in prior consultation with regards to any work in conjunction with roadways which it owns and maintains where it is known that such work will require the relocation or repair of certain facilities owned by AWM.

SECTION V.

AWM, in the construction, installation, maintenance, and operation of its sewerage treatment and collection systems, shall comply with all applicable federal, state, and local statutes, rules, regulations, and ordinances and shall obtain all necessary approvals, permits, and licenses from, and pay all necessary fees to, all federal, state and local agencies having jurisdiction over any aspect of the sewerage collection and treatment system. At the end of the ninety-nine (99) year period provided for in Section III, should the Township elect not to extend or renew its consent, AWM shall continue to provide service to its then existing customers within the area defined by Section II until such time as arrangements are made in accordance with then existing law and regulation for continued service or alternate service.

SECTION VI.

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

SECTION VII.

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

SECTION VIII.

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

SECTION IX.

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

SECTION X.

This Ordinance shall take effect upon final passage and approval, and publication by law.

Ms. Nerbak made a motion to approve the passage of Ordinance 2007-14 and requested that the results be advertised, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: Mr. Watters
Abstain: None

Mr. Mace stated that copies of this Ordinance will have to be forwarded to the Public Utilities Board.

Ms. Nerbak made a motion to send copies of the approved Ordinance, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Mayor Baldwin presented Ordinance 2007-15 for public comment:

Robert Jewell, Sunnyview Ave, stated that the proposed savings that will come from the merging of the boards could be made up in other places instead of getting rid of the board, like the purchase of rifles that was approved earlier this evening. Mr. Jewell stated that he feels that this is not being done to save money, but more so to place all items on before the Planning Board.

Mayor Baldwin asked if there were any other comments from the public, seeing there was none the public portion was closed.

ORDINANCE 2007-15

AN ORDINANCE TO AMEND CHAPTER 19 OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF MANSFIELD TO TRANSFER THE POWERS, DUTIES AND FUNCTIONS OF THE ZONING BOARD OF ADJUSTMENT TO THE PLANNING BOARD AND TO DISSOLVE THE ZONING BOARD OF ADJUSTMENT PURSUANT TO *N.J.S.A.* 40:55D-25(c)(1)

WHEREAS, the Township Committee of the Township of Mansfield has concluded that it is in the best interest of the Township of Mansfield to transfer the powers, duties and functions of the Township Zoning Board of Adjustment to the Township Planning Board, effective April 1, 2008, and to thereafter dissolve the Zoning Board of Adjustment, and

WHEREAS, *N.J.S.A.* 40:55D-25(c)(1) expressly permits the Township to authorize the Township Planning Board to assume the full powers, duties and functions of the Zoning Board of Adjustment and thereby the dissolution of the Zoning Board of Adjustment.

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

Section 1

Section 19-6 ("Zoning Board of Adjustment") of Chapter 19 ("Land Use Administration and Procedures") is hereby amended as follows:

A. Section 19-6.1 shall be amended to read as follows:

Establishment and Dissolution.

There is hereby established in the Township, a Zoning Board of Adjustment, pursuant to *N.J.S.A.* 40:55-69, but said Zoning Board of Adjustment will be fully dissolved and with no further powers, duties or functions, effective April 1, 2008 and thereafter.

All new applications submitted to the Zoning Board of Adjustment after December 26, 2007, but prior to April 1, 2008, that do not involve relief pursuant to *N.J.S.A.* 40:55D-70(d) ("use variances"), shall be immediately transferred to the Planning Board for resolution.

The Zoning Board of Adjustment will undertake all necessary efforts to fully resolve, if possible, all pending matters prior to April 1, 2008. On or before April 1, 2008, all pending matters and all files and records held by the Zoning Board of Adjustment shall be immediately transferred to the Planning Board.

Commencing on April 1, 2008, the Zoning Board of Adjustment shall be deemed fully dissolved and with no further powers, duties or functions, and the Planning Board shall, pursuant to *N.J.S.A.* 40:55D-25(c)(1), assume full responsibility for any matters that remained unresolved before the Zoning Board of Adjustment as well as all the powers, duties and functions previously vested in the Zoning Board of Adjustment.

Section 2

Section 19-5 ("Planning Board") of Chapter 19 ("Land Use Administration and Procedures") is hereby amended as follows:

A. The first paragraph within Section 19-5.1 concerning "Alternate Members" shall be followed by the new paragraph set forth below:

Pursuant to *N.J.S.A.* 40:55D-23.1, effective April 1, 2008 and thereafter, there shall be four (4) alternate members of the Planning Board. Alternate members shall be appointed by the Mayor, and shall meet qualifications of Class IV members. Alternate members shall be designated at the time of appointment by the Mayor as "Alternate No. 1," "Alternate No. 2," "Alternate No. 3," and "Alternate No. 4." The terms of the alternate members shall be for two (2) years, except that the terms of the alternate members shall be such that the term of not more than two (2) alternate members shall expire in any one (1) year; provided, however, that in no instance shall the terms of the alternate members first appointed exceed two (2) years. A vacancy occurring other than by expiration of term shall be filled by the Mayor for the unexpired term only.

B. Section 19-5.7, entitled "Powers and Duties Generally" shall include two (2) new subsections to follow subsection "h," which shall provide as follows:

(i) From December 26, 2007 through March 31, 2008, should any new application be submitted to the Zoning Board of Adjustment that does not involve relief pursuant to *N.J.S.A.* 40:55D-70(d) ("use variances"), said application shall be immediately transferred to the Planning Board for resolution. The Planning Board shall be responsible for addressing said application as well as any such applications submitted directly to the Planning Board, and shall have the power to grant the request to the same extent and subject to the same restrictions as the Zoning Board of Adjustment, pursuant to *N.J.S.A.* 40:55D-60.

(j) Commencing on April 1, 2008, the Zoning Board of Adjustment will be dissolved pursuant to Section 19-6.1 and the Planning Board shall thereafter assume full responsibility for any matters that remained unresolved and pending before the Zoning Board of Adjustment as well as all the powers, duties and functions previously vested in the Zoning Board of Adjustment, pursuant to *N.J.S.A.* 40:55D-25(c)(1). Thereafter, the Class I and Class III members serving on the Planning Board shall be precluded from participating in the consideration of applications for development which involve applications pursuant to *N.J.S.A.* 40:55D-70(d) ("use variances").

Section 3

If any part or parts of this Ordinance are for any reason held to be invalid, such adjudication shall not affect the validity of the remaining portions of this Ordinance.

Section 4

All Ordinances or parts thereof which are inconsistent herewith are repealed, but only to the extent of such inconsistency. All other parts of the Code of the Township of Mansfield not inconsistent herewith are ratified and confirmed.

Section 5

This Ordinance shall become effective after its final passage and publication as required by law.

Ms. Nerbak made a motion to approve the passage of Ordinance 2007-15 and requested that the results be advertised, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mayor Baldwin
Nays: Mr. Appleby
Abstain: None

Mayor Baldwin presented Ordinance 2007-16 for public comment:

ORDINANCE 2007-16

AN ORDINANCE TO AMEND CHAPTER V OF THE CODE OF THE TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY ENTITLED ANIMAL CONTROL

BE IT ORDAINED BY THE MAYOR AND TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MANSFIELD:

Section 1. The following sections of the Code of the Township of Mansfield are hereby amended to read as follows:

5-2.2 LICENSE

"…registration tag shall pay a fee of eight dollars and fifty cents ($8.50) for each dog spayed or neutered and eleven dollars and fifty cents ($11.50) for each dog not spayed or neutered."

5-3 LICENSING REQUIREMENTS

"...fee of five dollars and fifty cents ($5.50) for a spayed or neutered cat and nine dollars and fifty cents ($9.50) for a cat not spayed or neutered.

Section 2. All ordinances inconsistent with the foregoing shall be deemed repealed by this ordinance.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Ms. Nerbak made a motion to approve the passage of Ordinance 2007-16 and requested that the results be advertised, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Mayor Baldwin presented Ordinance 2007-18 for public comment:

ORDINANCE 2007-18

AN ORDINANCE TO AMEND CHAPTER VI OF THE CODE OF THE TOWNSHIP OF MANSFIELD, WARREN COUNTY, NEW JERSEY ENTITLED ALCOHOLIC BEVERAGE CONTROL

BE IT ORDAINED BY THE MAYOR AND TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MANSFIELD:

Section 1. The following sections of the Code of the Township of Mansfield are hereby amended to read as follows:

6-3.4 LICENSE FEES

Annual License	**Annual Fee**	**Number of License**
Plenary Retail Consumption	**$1084.00**	**4**
Plenary Retail Distribution	**$ 541.00**	**1**

Section 2. The provision of this section with respect to the limitation on the number of license shall not apply to the renewal or transfer of licenses presently issued.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Ms. Nerbak made a motion to approve the passage of Ordinance 2007-18 and requested that the results be advertised, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Mayor Baldwin presented Ordinance 2007-19 for public comment:

ORDINANCE 2007-19

AN ORDINANCE TO AMEND ARTICLE III OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF MANSFIELD AT § 2-20.2 "MEMBERSHIP OF THE POLICE DEPARTMENT" TO PERMIT THE APPOINTMENT OF AN ACTING CHIEF OF POLICE SHOULD THE CHIEF OF POLICE BECOME INCAPACITATED

WHEREAS, the Township Committee of the Township of Mansfield has concluded that it is in the best interest of the Township of Mansfield to allow for the appointment of an Acting Chief of Police in the event of the incapacity of the sitting Chief of Police; and

WHEREAS, *N.J.S.A.* 40A:14-118 expressly permits the Township Committee to provide for a line of authority relating to the police function, as the governing body shall deem necessary for the effective government of the force.

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

Section 1.

Section 2-20.2 ("Membership of the Police Department") is hereby amended to add the following new provisions:

> Should the sitting Chief of Police become incapacitated for a period which extends more than two (2) weeks in duration, the Township Committee may appoint, by resolution, an Acting Chief of Police to fulfill the powers, functions and duties of the Chief of Police. The Acting Chief of Police shall retain said appointment until such time as the sitting Chief of Police is able to return to active duty, either on a full time or approved light duty schedule.

Section 2.

If any part or parts of this Ordinance are for any reason held to be invalid, such adjudication shall not affect the validity of the remaining portions of this Ordinance.

Section 3.

All Ordinances or parts thereof which are inconsistent herewith are repealed, but only to the extent of such inconsistency. All other parts of the Code of the Township of Mansfield not inconsistent herewith are ratified and confirmed.

Section 4.

This Ordinance shall become effective after its final passage and publication as required by law.

Ms. Nerbak made a motion to approve the passage of Ordinance 2007-19 and requested that the results be advertised, which was seconded by Mr. Watters.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Mayor Baldwin presented Ordinance 2007-20 for public comment:

ORDINANCE 2007-20

AN ORDINANCE TO AMEND CHAPTER 19-7.11 b.1
OF THE CODE OF THE TOWNSHIP OF MANSFIELD,
WARREN COUNTY, NEW JERSEY.

BE IT ORDAINED, by the Mayor and Township Committee of the Township of Mansfield, County of Warren, New Jersey's

1. Section 19-7.11b.1 is hereby amended as follows:
2. A new Section 19-7.11 b 1 A is adopted as follows

"The fee for said zoning permit shall be $35.00 for residential uses and $50.00 for all other uses."

All ordinances inconsistent with the foregoing shall be deemed repealed by this Ordinance.

This Ordinance shall take effect immediately upon publication as provided by Law.

Mrs. Oakley made a motion to approve the passage of Ordinance 2007-20 and requested that the results be advertised, which was seconded by Mr. Appleby.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None

Abstain: None

COMMITTEE PERSON COMMENTS:
Mrs. Oakley stated that she would like to have the police and Home Depot come in for the first meeting in January for the presentation of the donation of the equipment needed by the police for the bags for emergency situations.

Mr. Watters stated that the list from Mansfield Twp Fire Company of the needed equipment was in all of the Committee members mailboxes.

Ms. Nerbak made a motion to provide the needed equipment to Mansfield Twp Fire Company using the contracted Emergency Fund, which was seconded by Mrs. Oakley.

Ayes: Mrs. Oakley, Mr. Watters, Ms. Nerbak, Mr. Appleby, Mayor Baldwin
Nays: None
Abstain: None

Ms. Nerbak stated that the personnel committee had decided to hire Bernard Murdock at a salary of $22,000 per year starting January 2, 2008.

Mr. Appleby thanked everyone for a good six years while he was on the committee.

Ms. Nerbak asked the Township Committee if they would like to continue the contract with Michael Shadiack for the year 2008 as the township's labor attorney.

Mrs. Oakley stated that she felt we were covered in that area by the office of Courter, Kobert, and Cohen, but thanked Mr. Shadiack for all of the work that he had done for the township.

Mayor Baldwin stated that NJ American is planning on raising their rates and that they will be having a public comment period.

Mayor Baldwin thanked everyone for a great year.

Mr. Appleby made a motion to adjourn which was carried by all.

Agenda Date: 4/14/10
Agenda Item: 5D

RECEIVED
APR 26 2010
NER LEGAL DEPARTMENT

STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE JOINT PETITION OF NEW JERSEY AMERICAN WATER COMPANY, INC., AND APPLIED WASTEWATER MANAGEMENT, INC. FOR APPROVAL OF THE MERGER OF APPLIED WASTEWATER MANAGEMENT, INC. INTO NEW JERSEY-AMERICAN WATER COMPANY, INC. AND FOR RELATED AUTHORIZATIONS	)	ORDER
	)	Docket No. WM09110890

Jordan S. Mersky, Deputy General Counsel, New Jersey-American Water Company P.O. Box 5079, Cherry Hill, New Jersey 08034

BY THE BOARD:

On November 2, 2009 New Jersey-American Water Company, Inc. ("New Jersey American") and Applied Wastewater Management, Inc. ("Applied") (collectively "Joint Petitioners"), both of which are public utility corporations of the State of New Jersey, with New Jersey American having its principal offices at 131 Woodcrest Road, Cherry Hill, New Jersey 08003 and Applied having its principal offices at 2 Clerico Lane, Hillsborough, New Jersey 08844, filed a petition pursuant to N.J.A.C. 14:1-5.14, N.J.S.A. 48:3-7, and N.J.S.A. 48:3-10 for approval of the merger of Applied into New Jersey American (the "Merger") and certain transactions preliminary to the Merger.

The merger of Applied into New Jersey American is a ministerial act, substantially similar to the merger of Elizabethtown Water Company and the Mount Holly Water Company into New Jersey American in 2006 that will complete two "change in control" transactions previously approved by this Board.

In Docket No. WM99120923, the Board approved a transaction whereby Thames Water Holdings Incorporated ("THI"), acquired control of E'Town Corporation, the then parent of Applied, and as a result thereof, THI acquired indirect control of Applied.

In Docket No. WM01120833, Thames Water Aqua Holdings GmbH ("Thames Holdings GmbH") acquired control of American Water Works Company, Inc. ("AWW"), the parent of New Jersey American and acquired indirect control of New Jersey American.

Subsequently, RWE Aktiengesellschaft ("RWE") acquired all of the companies which were the subject of these change in control proceedings.

The Board noted in the New Jersey American Change in Control Proceeding that "this transaction will result in the common ownership of four operating utilities in New Jersey that will become subsidiaries of the same parent, RWE". Included in this statement were Applied as well as Elizabethtown Water Company ("EWC") and the Mount Holly Water Company ("MHWC"). Thus, in the Change in Control Proceedings the Board approved control of the Joint Petitioners by a common control group that included AWW and, ultimately, RWE.

Subsequently, on December 31, 2006, EWC and MHWC were merged with and into New Jersey American. These transactions were approved by this Board in Docket No. WM06030253.

The Parties have presented the following information to the Board:

A. The Proposed Merger will have no Impact on Competition.

There is no retail competition in the water and wastewater utility industry. In addition both Applied and New Jersey American are both in the same control group. As a result, the proposed Merger will have no adverse effect upon competition.

B. The Proposed Merger will have no Adverse Impact on Rates

There will be no changes to the rates of the Joint Petitioners as a result of the proposed Merger and the rates of New Jersey American will remain subject to the jurisdiction of the Board. The Merger will cause no deterioration in the balance sheet or financial position of New Jersey American. The Merger will not impair the ability of New Jersey American to raise necessary capital on reasonable terms or to maintain a reasonable capital structure.

C. The Proposed Merger Will Have No Adverse Effect on Employees.

New Jersey American will honor its collective bargaining agreements, and there will be no change in any existing collective bargaining agreement as a result of this Merger.

As Applied has no employees, the Merger cannot adversely affect the ability of New Jersey American to fulfill the obligations of Applied with regard to employees

The Joint Petitioners are committed to ensuring safe and reliable service and will continue to maintain sufficient operating personnel, post-Merger, to ensure the continued provision of safe, adequate and proper utility service.

D. The Proposed Merger Will Favorably Impact the Provision of Safe, Adequate and Proper Service

As the surviving entity of the Merger, New Jersey American will continue to provide safe, adequate and reliable, high-quality service consistent with its corporate history, in fulfillment of its obligations under New Jersey law, and subject to the continued jurisdiction of the Board.

The Division of Rate Counsel has reviewed this matter and by a letter dated March 11, 2010, is not opposed to the approval of the petition. However, Rate Counsel proposed certain language be included in the Order of Approval. That language has been incorporated in this Order. ,

The Board, having considered the record in this matter, HEREBY FINDS that:

1. The proposed Merger is in accordance with law and, in the implementation of the provisions set out in the Agreement and Plan of Merger entered into between the Joint Petitioners (the "Merger Agreement") and the Joint Petition, is not contrary to the public interest.

2. The proposed conditions set forth in the Merger Agreement and the Joint Petition are reasonable and appropriate and, in conjunction with existing statutes, provide sufficient means to properly regulate the operations of the Joint Petitioners.

3. Based on the record in this proceeding, the statutory criteria set forth in N.J.S.A. 48:2-51.1 are satisfied. The proposed Merger is the last step and will complete the previous mergers approved in BPU Docket Nos. WM01120833, WM99120923 and WM06030253, and continues the positive benefits found in those proceedings. The proposed Merger should result in positive benefits because of the continued provision of safe and adequate service to consumers through a combined entity with a uniform vision.

4. The proposed Merger and the transactions preliminary to the Merger are not intended to foreclose the any party from addressing ratemaking issues, quality of service issues, or tariff design issues in any future base rate proceeding.

Board HEREBY AUTHORIZES the Petitioner to:

1. transfer ownership of Applied Waste Water to New Jersey American as described in the Merger Agreement and the Joint Petition pursuant to N.J.S.A. 48:3-7;

2. complete the Transactions Preliminary to the Merger as described in Exhibit "E" to the Joint Petition pursuant to N.J.S.A. 48:3-10;

3. complete all transactions related to the Merger, including the transition of Applied customers to monthly billing in arrears

This Order is issued subject to the following provisions:

(1) This Order shall not affect or in any way limit the exercise of the authority of this Board or of the State in any future petition or in any proceeding with respect to rates, franchises, services, accounting, financing, capitalization, depreciation or any other matter affecting Petitioner.

(2) Transaction costs associated with this proposed merger shall not be charged to the ratepayers, neither as deferred expenses nor as capitalized plant in service in Account 301-Organizational Costs or any other account.

(3) This Order shall not be construed as directly or indirectly fixing, for any purpose whatsoever, any value of the tangible or intangible assets now owned or hereafter to be owned by Petitioner.

DATED: 4/16/10

BOARD OF PUBLIC UTILITIES
BY:

LEE A. SOLOMON
PRESIDENT

JEANNE M. FOX
COMMISSIONER

JOSEPH L. FIORDALISO
COMMISSIONER

NICHOLAS ASSELTA
COMMISSIONER

ELIZABETH RANDALL
COMMISSIONER

ATTEST:

KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities

SERVICE LIST

In The Matter Of The Joint Petition Of New Jersey American Water Company, Inc., And Applied Wastewater Management, Inc. For Approval Of The Merger Of Applied Wastewater Management, Inc. Into New Jersey-American Water Company, Inc. And For Related Authorizations
Docket No. WM09110890

Mark Beyer, Chief Economist
Office of the Economist
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102

Stefanie A. Brand, Esq.,
Director
Division of Rate Counsel
31 Clinton Street - 11th Floor
P.O. Box 46005
Newark, New Jersey 07101

Frank Simpson
Manager of Rates & Regulation
New Jersey American Water
P.O. Box 5079
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V.P., Secretary & Gen. Counsel
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Dante Mugrace, Bureau Chief
Bureau of Rates
Division of Water & Wastewater
Board of Public Utilities
Two Gateway Center
Newark, New Jersey 07102

UMC-2 11/03

FILED
AUG 27 2010
STATE TREASURER

New Jersey Division of Revenue
Certificate of Merger
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing: Merger

2. Name of Surviving Business Entity: New Jersey-American Water Company, Inc.

3. Name(s)/Jurisdiction(s) of All Participating Business Entities:

Name	Jurisdiction	Identification #
New Jersey-American Water Company, Inc.	New Jersey	0001011600
Applied Wastewater Management, Inc.	New Jersey	0100302549

4. Date Merger adopted: September 29, 2009

5. Voting:

(a) New Jersey-American Water Company, Inc.

Pursuant to N.J.S.A. 14A:10-3(4), no vote of the shareholders is required to approve the merger. The merger was unanimously approved by the Board of Directors of New Jersey-American Water Company, Inc.

(b) Applied Wastewater Management, Inc.

1,000 shares of Common Stock Outstanding

Merger plan was adopted by the written consent of sole shareholder without a meeting.

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer: N/A (New Jersey-American Water Company, Inc. is surviving entity and is a corporation registered by the State Treasurer)

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

B330920
4209057

Certificate of Merger/Consolidation

7. Effective Date: **August 31, 2010**

Signature	Name	Title	Date
	Donna Powell	Vice President-Finance	8/26/10
	Mark Strauss	President and CEO	8/26/10

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated October 30, 2009 between New Jersey-American Water Company, Inc. ("NJ American"), a New Jersey corporation, and Applied Wastewater Management, Inc. ("Applied"), a New Jersey corporation, provides as follows:

WITNESSETH:

WHEREAS, At the Effective Time (as hereinafter defined), American Water Works Company, Inc., a Delaware corporation, will own all of the issued and outstanding common stock of NJ American and Applied;

WHEREAS, the respective boards of directors of NJ American and Applied have approved this Agreement, pursuant to which Applied will merge with and into NJ American, with NJ American as the surviving corporation and have authorized the respective officers of NJ American and Applied to execute and deliver this Agreement;

WHEREAS, Section 14A:10-1 et seq. of the New Jersey Business Corporation Act (the "New Jersey Act") authorizes the merger of one or more New Jersey corporations with and into a New Jersey corporation; and

WHEREAS, Applied desires to merge with and into NJ American and NJ American wishes to acquire all of the properties, obligations and liabilities of Applied.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and undertakings contained herein, and intending to be legally bound, the parties hereby agree as follows:

SECTION 1
MERGER

Section 1.1 Merger. In accordance with the provisions of this Agreement, and the New Jersey Act, at the Effective Time (as that term is hereinafter defined) Applied shall merge with and into NJ American, and NJ American shall continue as the surviving corporation (hereinafter such merger shall be referred to as the "Merger" and NJ American shall sometimes hereinafter be referred to as the "Surviving Corporation"). At the Effective Time, the separate corporate existence of Applied shall cease and the Surviving Corporation shall continue its corporate existence under the laws of the State of New Jersey.

Section 1.2 Consummation of Merger: Effective Time: The Merger will occur on the first business day after the end of the appeal period following the approval of the Merger by the New Jersey Board of Public Utilities (the "BPU"), or such other later date as the parties may agree, at which date and time the parties hereto will cause the

Closing to occur and thereafter the Merger to be consummated by filing with the New Jersey Department of the Treasury a Certificate of Merger in the form attached hereto as Exhibit A. The Merger shall be effective upon the filing of the certificate (the "Effective Time").

Section 1.3 Closing. The Closing of the Merger and the other transactions contemplated hereby will take place in accordance with Section 1.2 above and be held at the offices of NJ American, 131 Woodcrest Road, Cherry Hill, New Jersey 08003, or at such other place and time as the parties may agree.

Section 1.4 Consequences of Merger. The Certificate of Incorporation of NJ American in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation. The By-laws of NJ American in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Corporation.

From and after the Effective Time, until successors are appointed in accordance with the By-laws of the Surviving Corporation, the directors and officers of the Surviving Corporation shall be as follows:

Board of Directors

John R. Bigelow
Anne E. Estabrook
John A. Hoffman
Walter Lynch
Donna Powell
Steven J. Tambini
Ellen C. Wolf

Officers

President	John R. Bigelow
Vice President – Operations	Steven J. Tambini
Vice President – Finance and Treasurer	Donna Powell
Vice President – Human Resources	Sarah Jane Kennedy
Vice President – External Affairs	Jason Gonzalez
Vice President – Engineering	Suzanne Chiavari
Vice President, Secretary and General Counsel	Michael A. Sgro
Assistant Secretary	Robert J. Brabston
Assistant Secretary	Jordan S. Mersky
Assistant Comptroller	Doneen S. Hobbs
Assistant Comptroller	Chuck Gilbert
Assistant Comptroller	Donna Grosser
Assistant Comptroller	Angela Sedlacek

Without any action on the part of any person, the Surviving Corporation shall succeed to all rights and property of Applied, and shall be subject to all the obligations and liabilities of both NJ American and Applied in the same manner as if the Surviving Corporation had itself incurred them.

Section 1.5 Assumption of Debt. New Jersey American shall assume all of the liabilities of Applied.

Section 1.6 Further Assurances. If at any time after the Effective Time the Surviving Corporation shall consider it necessary or desirable to vest, perfect, confirm or record in the name of the Surviving Corporation its right, title or interest in and to the properties of Applied acquired by it by reason of and as a result of the Merger, or otherwise to carry out the purposes of this Agreement, the Surviving Corporation and its proper officers are authorized to execute and deliver in the name of and on behalf of Applied or the Surviving Corporation all such deeds, bills of sale, assignments and other documents and instruments, and to perform in the name of and on behalf of Applied and the Surviving Corporation, all such other acts and things necessary or desirable to vest, perfect, confirm or record all its right, title or interest in and to such properties in the Surviving Corporation or otherwise to carry out the purposes of this Agreement.

SECTION II
CONSIDERATION AND CONVERSION OF SHARES

Section 2.1 No Need for Consideration. As the common stock of NJ American and Applied are each one hundred (100%) percent owned by American Water Works Company, Inc., no consideration in cash or in stock is required to complete the Merger.

Section 2.2 Conversion. From and after the Effective Time, all outstanding shares of Applied's common stock shall no longer be outstanding and shall automatically be canceled and retired and cease to exist. Each share of Applied's common stock held in the treasury of Applied as of the Effective Time, if any, shall, by virtue of the Merger and without any action on the part of any person, be canceled without payment of any consideration therefor. Each share of NJ American common and preferred stock issued and outstanding at the Effective Time shall, following the Merger and without any action on the part of the holder thereof, remain issued and outstanding and each shareholder thereof will hold the same number of shares, with identical designations, preferences, limitations, and rights.

SECTION III
TERMINATION OF AGREEMENT

Section 3.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Effective Time:

(a) By mutual consent of NJ American and Applied;

(b) If any law or rule or order, decree, writ or injunction shall be enacted or issued that renders the Merger inadvisable or undesirable in the opinion of the Board of Directors of NJ American or Applied; or

(c) If the BPU does not approve the Merger.

Section 3.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 3.1, this Agreement shall forthwith become null and void and there shall be no liability on the part any party hereto or its shareholders, director or officers.

SECTION IV
MISCELLANEOUS

Section 4.1 Entire Agreement; Amendments. This Agreement contains the entire understanding between the parties hereto, and no agreements, representations or warranties, oral or written, express or implied, have been made by the parties which are not set forth or referred to expressly in this Agreement. No alteration, amendment or modification of this Agreement shall be valid unless made in a written instrument signed by the parties hereto.

Section 4.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but no other third party shall be a beneficiary hereof.

Section 4.3 Section Headings. The section paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 4.4 Expenses. Whether or not the Merger shall close, each party hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including without limitation, their respective legal and accounting fees.

Section 4.5 Further Assurances. The parties agree to execute and deliver such further instruments and documents and to take such further actions as are necessary or desirable to consummate the transactions contemplated hereby.

Section 4.6 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

Section 4.7 Counterparts. This Agreement may be executed in two or more counterparts each of which shall be an original instrument, but all of which shall constitute one and the same instrument.

Section 4.8 Variation of Pronouns. All pronouns and variations thereof shall be deemed to refer to masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require in context.

Section 4.9 Severability. Every provision of this Agreement is intended to be severable, and in the event that any one or more provisions are deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof or thereof shall not be affected or impaired thereby, and any invalidity, illegality or unenforceability in any jurisdiction shall not affect the same in any other jurisdiction.

IN WITNESS WHEREOF, the undersigned hereunto set their hands as of the day and year first above written.

ATTEST:

Name: THOMAS S. MEALEY

NEW JERSEY-AMERICAN WATER COMPANY, INC.

By:
Name
Title

ATTEST:

Name:

APPLIED WASTEWATER MANAGEMENT, INC.

By:
Name
Title

IN WITNESS WHEREOF, the undersigned hereunto set their hands as of the day and year first above written.

ATTEST:

Name: JORDAN S. MEEHLY

NEW JERSEY-AMERICAN WATER COMPANY, INC.

By:
Name
Title

ATTEST:

Name:

APPLIED WASTEWATER MANAGEMENT, INC.

By:
Name
Title

IN WITNESS WHEREOF, the undersigned hereunto set their hands as of the day and year first above written.

ATTEST:

Name:

NEW JERSEY-AMERICAN WATER COMPANY, INC.

By:
Name
Title

ATTEST:

Name: STEVE COMAS

APPLIED WASTEWATER MANAGEMENT, INC.

By:
Name T. BAINES
Title PRESIDENT

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("**Agreement**"), dated as of the 30th day of January, 2026 (the "**Effective Date**") by and between **THE MEADOWS AT MANSFIELD, LLC** a New Jersey limited liability company having a mailing address of 1200 Sunnyview Oval, Keasbey, NJ 08832-1049 ("**Seller**"), and **NEW JERSEY AMERICAN WATER COMPANY**, a corporation organized and existing under the laws of New Jersey, with a business address 1 Water Street, Camden, NJ 08102 ("**NJAW**"). In addition to the capitalized terms defined elsewhere in this Agreement, capitalized terms as used in this Agreement have the meanings set forth in **Appendix 1** unless otherwise specified herein.

RECITALS

A. Seller owns, maintains and operates a water system in Warren County, New Jersey that serves customers in the Meadows at Mansfield residential development and which includes or shall include upon completion of construction, 234 residences.

B. Seller also owns, among other assets, wastewater collections and conveyance facilities and wastewater treatment facilities (collectively, the "**System**"), as more fully set forth in the service area map on **Schedule 1.0**, that services or will service the 234 residences.

C. Seller is in the process of building out the residential development, and accordingly the System, and will continue to connect residences to the System as those residences are completed and occupied by owners after the Closing of the transactions contemplated by this Agreement.

D. NJAW is a regulated public utility that furnishes water and wastewater services to the public in various counties throughout New Jersey, as reflected in NJAW's duly-filed and effective tariffs, as may be amended from time to time upon application by the company or as ordered by the BPU (the "**Tariff**").

E. Seller desires to sell, and NJAW desires to purchase the System, as well as substantially all assets, properties and rights of Seller owned and used in connection with the System, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1

THE TRANSACTION

Sale and Purchase of Assets. Subject to the terms, representations and conditions set forth in this Agreement, NJAW shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to NJAW at Closing, the Assets. The Assets shall be sold free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any and all nature (collectively, the "**Encumbrances**").

1.2 Assets Further Defined.

The Assets shall, without limitation to the definition stated above, include the following:

(a) all interests in real estate (excepting streets), mains, pipes, pipelines, manholes, facilities, tanks, meters, storage facilities, valves, wastewater system treatment, collection and conveyance network and related appurtenances, structures, improvements, fixtures, rights-of-way, rights, uses, franchises, licenses and easements owned by Seller and relating to the System, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging, appertaining or relating thereto, copies of which have been delivered to NJAW, including, without limitation, certain easements to be entered into between Seller and NJAW in substantially the form attached hereto as Exhibit A (the "**Form of Easement**");

(b) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate, or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the System;

(c) all rights and choses in action of Seller arising out of occurrences before and after the Closing relating to the Assets, including any rights of Seller under any warranties or insurance claims related to the Assets;

(d) all information, files, records, data, plans, as-builts, O&M manuals, reports, contracts and recorded knowledge relating to the Assets, including customer and supplier lists and property records, related to the foregoing.

1.3 Retained Liabilities. NJAW shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever (including any obligations related to the Assets or operation of the System), whether express or implied, fixed or contingent, known or unknown at the time of Closing. All of Seller's liabilities and obligations, whether incurred in connection with the operation of the System, ownership of the Assets or otherwise, shall remain the sole responsibility of, and shall be retained, paid, performed and discharged solely by Seller. Without limiting the foregoing, Seller shall be and shall remain liable for all obligations and liabilities relating to (i) employees of Seller (including those who worked on the System) and any employee benefits related thereto (including any pension benefits), (ii) all taxes on the business of Seller, (iii) accounts payable of Seller, and (iv) failure to comply with any Environmental Laws or any Permits for the Assets or operation of the System on or before the Closing Date.

(a) Excluded Assets. Notwithstanding anything to the contrary contained in this
(a) Agreement, the Assets shall not include any of the following (the "**Excluded**
(a) **Assets**"):Any and all piping and fixtures internal to each individual customer's structure (whether residential, commercial, industrial or other types);

(b) Seller's cash on hand on the date of Closing and Seller's account receivables related to the System for services rendered through the close of business on the Closing Date;

(c) All rights of Seller under this Agreement and related Bill of Sale as it pertains to the transfer and sale herein contemplated; and

(d) The specific assets, properties and rights of Seller set forth on **Schedule 1.4**.

1.5 Accounts Receivable. Accounts receivable for water services related to the System rendered through the close of business on the Closing Date shall be Excluded Assets as per **Schedule 1.4**, and accounts receivable for water services related to the System rendered thereafter shall belong to NJAW, provided further

NJAW shall remit to Seller payment of any funds arising out of any account receivable prior to the Closing date but paid thereafter. Any such payment shall be first applied to the oldest accounts receivable.

ARTICLE 2

PURCHASE PRICE

2.1 Purchase Price for the Assets. Subject to the terms and conditions of this Agreement, the purchase price (the "**Purchase Price**") for the Assets shall be **Five Hundred Eighty Thousand Dollars ($580,000.00)**. The Purchase Price shall be payable directly to Seller, partially on the Closing Date and the remainder thereafter as set forth below, by wire transfer pursuant to wire instructions provided by Seller.

2.2 Timing of Installment Payments. Payment of the Purchase Price shall be made by NJAW in two (2) installments: one installment at Closing (the "**Closing Payment**"); and the second installment within five (5) business days after Seller provides NJAW with documentation reasonably satisfactory to NJAW evidencing metered water connection to the System and recognized water consumption of the 234th residence (the "**Final Payment**"). The calculation of the Closing Payment shall be based upon a ratio, the numerator of which shall be the number of residences connected to the System and the denominator of which shall be the total number of residences to be connected to the System, or 234, multiplied by the Purchase Price. For avoidance of doubt, the formula for calculating the Closing payment shall be:

> Closing Payment = Purchase Price x (Number of Residences Occupied at Closing ÷ 234). The parties shall agree on the number of connections on the Closing Date.

The Final Payment shall be calculated as the Purchase Price minus the Closing Payment. The parties acknowledge that the Bill of Sale shall be updated at the time of Final Payment to include all assets comprising the System.

2.3 Purchase Price Adjustments. Any payments made in advance by Seller's wastewater customers for post-Closing service will be apportioned at Closing. At Closing, NJAW shall receive a credit toward the Purchase Price in **Section 2.1** for the prorated amount of such advance payments for the service periods of such customer payments that are intended to follow Closing.

2.4 Payment of Outstanding Debt. At Closing, the proceeds of the Purchase Price shall be first used to pay and discharge in full the total amount of all outstanding indebtedness of Seller secured by an interest in the Assets as set forth in **Schedule 2.4** (the "**Outstanding Indebtedness**") and Seller shall take all actions necessary to defease any and all bonds or other instruments related to such Outstanding Indebtedness.

ARTICLE 3

THE CLOSING

3.1 Closing. Subject to the terms and conditions of this Agreement, the closing of the sale and purchase of the Assets ("**Closing**") shall take place remotely through the Escrow Agent or at such other mutually agreed upon location, commencing within thirty (30) days following the date on which all of the conditions set forth in **ARTICLE 7** of this Agreement have been met (or waived). The date of the Closing is referred to herein as the "**Closing Date**". The Closing shall occur no later than June 30, 2026, or on such

other date as the parties shall mutually agree (the "**Outside Closing Date**"). The parties hereto agree to cooperate and use reasonable efforts to cause all contingencies to occur by the Closing.

(a) Deliveries and Proceedings at Closing.Subject to the terms and conditions of this Agreement, at the Closing, Seller shall deliver or cause to be delivered to NJAW:

(i) Bills of Sale and instruments of assignment duly executed by Seller as necessary to transfer all of the Assets to NJAW, including an assignment of contracts agreement covering the assignment and assumption of the Assigned Contracts and other intangible assets in substantially the form of **Exhibit B** ("**Assignment of Contracts Agreement**");

(ii) A copy of each permit, license, O&M manual, easement, any existing as-builts and land rights in Seller's possession, and other necessary authority for the operation of the System and the Assets, in each case validly issued in the name of Seller, and showing in full force and effect;

(iii) The consents to transfer intellectual property, Permits and other Assets requiring such consents to be transferred to NJAW;

(iv) All written consents (of third parties or otherwise) and governmental approvals necessary to ensure that NJAW will continue to have the same full rights with respect to the Assets that Seller had immediately prior to the Closing; provided however that securing all such written consents (of third parties or otherwise) and governmental approvals shall be the responsibility of NJAW and provided further that Seller shall at no cost to Seller, reasonably cooperate with NJAW in securing such consents and approvals;

(v) Evidence reasonably satisfactory to NJAW of the transfer of all utilities with respect to the System from Seller to NJAW in accordance with **Section 7.1(b)** below;

(vi) Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by NJAW, each in form and substance reasonably satisfactory to NJAW;

(vii) Certified copies of all resolutions duly adopted by Seller authorizing the execution, delivery and performance of this Agreement and all related agreements and the transactions contemplated hereby and thereby;

(viii) As applicable, a payoff letter from each lender (whether institutional or otherwise) from which Seller has incurred indebtedness or borrowed money using the Assets as security that is outstanding, and a release of all Encumbrances relating to the Assets (along with Form UCC3 Financing Statements effectuating a termination of all outstanding financing statements covering the Assets) executed, filed and/or recorded by the holder of or parties to each such Encumbrance, if any, in each case in substance and form reasonably satisfactory to NJAW and its counsel;

(ix) The certificates and other documents required to be delivered by Seller under this Agreement as set forth in **Schedule 3.2(a)** hereof;

(x) The Escrow Agreement, duly executed by Seller and Escrow Agent; and

(xi) All such other agreements, documents and instruments of conveyance required by this Agreement or as shall, in the reasonable opinion of NJAW and its counsel, be necessary to transfer the Assets to NJAW in accordance with this Agreement, and where necessary, in recordable form.

(b) Subject to the terms and conditions of this Agreement, at the Closing, NJAW shall deliver or cause to be delivered to Seller:

(i) The Closing Payment;

(ii) Certified copies of the resolutions duly adopted by NJAW's Board of Directors authorizing the execution, delivery and performance of this Agreement (the "**Resolutions**"); and

(iii) The certificates and other documents required to be delivered by NJAW under this Agreement as set forth in **Schedule 3.2(b)** hereof.

ARTICLE 4

Following Closing as Seller completes, in accordance with municipal and the New Jersey Department of Environmental Protection requirements, the remainder of the System, Seller and NJAW shall have an additional closing for the conveyance of same to NJAW (with title to be as set forth in **Section 7.2** of this Agreement), and at such closing Seller shall deliver the applicable documents enumerated in **Section 3.2** above as they relate to the assets completed by Seller post-Closing, and NJAW shall deliver the Final Payment.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 Seller's Representations. Seller hereby represents and warrants to NJAW as follows:

(a) Organization; Legal Authority. Seller is a duly organized limited liability company, formed, validly existing, solvent, and in good standing under the laws of the State of New Jersey, and Seller has the full power and lawful authority to transfer to NJAW the rights, title and interest in and to the Assets.

(b) Assets Ownership. Seller has clear, good, and marketable right and title to, or a valid leasehold interest in, all of the assets, property and facilities comprising the Assets, free and clear of all Encumbrances. **Schedule 5.1(b)** lists all Assets that are subject to a leasehold interest if any (i.e., not owned by Seller). None of the Assets are leased or on loan by Seller to any third party. The Assets constitute substantially all of the assets, property and facilities that, together with the rights granted or conveyed under the transaction documents, are necessary for the operation of the System, the business thereof, and the Assets as conducted as of the date hereof. Upon Closing, NJAW shall be vested with good title or a valid leasehold interest in the System and all of the Assets.

(c) Financial Statements. Seller's Financial Statements that have been made available to NJAW by Seller and have been prepared by Seller in accordance with GAAP (subject in the case of the Unaudited Financial Statements to normal year-end adjustments and the absence of footnotes). The Financial Statements were prepared from the books and records of Seller, are materially true, correct and complete and present fairly in all material respects the financial condition, operating results and cash flows of Seller as of the dates and during the periods indicated therein (subject in the case of the Unaudited Financial Statements to normal year-end adjustments and the absence of footnotes).

(d) Due Authorization; Valid and Binding; No Encumbrances. Seller has the full power and lawful authority to enter into this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and thereby. Seller has duly and validly authorized the execution and delivery of this Agreement (which has been duly executed and delivered) and all related documents and agreements to which Seller is a party by all necessary proceedings, and this Agreement and all related documents and agreements constitute the valid and binding obligations of Seller enforceable against it in accordance with its terms. Neither the contemplated transactions, nor this Agreement will result in the creation of any Encumbrance against any of the Assets. Notwithstanding anything contained herein to the contrary, any filings or registrations with, notifications to, or authorizations, consents or approvals of, a Governmental Authority or third party which may be required to be obtained or made by Seller in connection with the execution, delivery or performance by Seller of this Agreement, all related agreements, or the consummation by Seller of the transactions contemplated herein or therein, shall be the responsibility of NJAW and provided further that Seller shall at no cost to Seller, reasonably cooperate with NJAW in securing such consent and/or approvals.

(e) Current Operations. Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, Permits, regulatory authorizations and other instruments required to conduct the operations of the System as it has been and is now being conducted and to own and operate the Assets.

(f) No Approvals or Violations. Except as may be requited by any Governmental Authority, to the best of Seller's knowledge and without and independent investigation, this Agreement does not require any further approvals of any other party, does not violate any material law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or Permit to which Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected. The execution and delivery of this Agreement and all related documents and agreements, and the consummation of the transactions contemplated hereby and thereby, do not violate, conflict with or result in the breach of any term, condition or provision of Seller's articles of incorporation, bylaws or other governing documents, or any instrument, contract, lease, agreement, Permit, certificate or other document to which Seller is a party or is otherwise bound or affected, or by which the Assets may be bound or affected.

(g) Accounts Receivable. To the best of Seller's knowledge and without any independent investigation, all accounts receivable being retained by Seller under **Section 1.5** (whether billed or unbilled) (collectively, the "**Retained Accounts Receivable**"), are valid, genuine and existing and arose (or will have arisen on or prior to Closing) from bona fide sales of products or services actually made in the ordinary course of business on or prior to the Closing Date. All products and services with regard to the Retained Accounts Receivable have been provided by Seller (and no further obligations exist), and no offset, agreement for deduction, free goods, discount or deferred price or quantity adjustment has been made with respect to any Retained Accounts Receivable (or with respect to NJAW's accounts receivable for the period after Closing).

(h) Free Service; Customer List; Prepayments. Seller has not entered into any agreements or other understandings for the provision of free or otherwise subsidized or discounted services to any parties. The data contained in the customer records provided to NJAW under **Section 7.1(h)** are true and accurate in all material respects. Seller has not received payments made in advance by any third party (including Seller's water customers) for future service (including service after the Closing) with regard to the System or the Assets.

(i) Seller Outstanding Indebtedness; Undisclosed Liabilities. **Schedule 2.4** contains a complete and accurate listing of all outstanding bonds, loans or other indebtedness of Seller secured by an interest in the Assets. Except as set forth in **Schedule 2.4** and **Schedule 5.1(i)**, there are no material liabilities or obligations of Seller, either accrued, absolute, liquidated or unliquidated, contingent or otherwise, relating to the Assets that would be required to be set forth on a balance sheet prepared under GAAP as applicable to limited liability companies, other than liabilities incurred in the ordinary course. There is no basis for any claim against Seller, the System or any of the Assets for any such liability or obligation, and there is no basis for any such liability or obligation to become the liability or obligation of NJAW from and after the Closing.

(j) Condition of Assets. To the best of Seller's knowledge and without any independent investigation, all the tangible property included within the Assets is in good operating condition and repair, is usable in the regular course of business, and is free from any defects except such defects as do not materially interfere with the continued use thereof in the conduct of the System's operations.

(k) Adequacy of Property Rights; Leased Real Property and Easements.

(i) Set forth on **Schedule 5.1(k)(i)** hereto is a true, correct and complete list of all easements and rights of way relating to the real property and the Assets. All of such easements and rights of way are valid and will be transferred to NJAW and remain in full force as of the Closing and thereafter. Seller has not received any notice of violation of any easements, covenants, restrictions or similar instruments and there is no basis for the issuance of any such notice or the taking of any action for such violation. At and after the Closing, NJAW shall have all rights, easements and agreements necessary for the use and maintenance of water, sewer or other utility pipelines, poles, wires, conduits or other like facilities, and appurtenances thereto, over, across and under the real property.

(ii) There are no outstanding options, rights of first refusal or rights of first offer to purchase any of the real property or any portion thereof or interest therein, except as otherwise set forth on **Schedule 5.1(k)(ii)**.

(iii) There is no unpaid tax, levy or assessment against the real property (except for encumbrances relating to assessments not yet due and payable), nor is there pending or threatened any condemnation proceeding against the real property or any portion thereof. **Schedule 5.1(k)(iii)** contains a list of all impending taxes, levies and assessments that are due and owing after the Closing Date.

(iv) To the best of Seller's knowledge and without any independent investigation, except as set forth in **Schedule 5.1(k)(iv)**, there is no condition affecting the real property or the improvements located thereon that requires repair or correction to restore the same to reasonable operating condition.

(v) Seller represents that it not applied for and none of the real property or any part thereof which is part of the Assets has been the subject of special treatment under the Farmland Assessment Act of 1964, as amended, during Seller's ownership of the real property. The Seller agrees to pay the cost of any such taxes. If the rollback taxes have been assessed, then NJAW shall have the right to have them paid from closing proceeds with an appropriate reduction in the amount due Sellers.

(l) Litigation. Except as disclosed on **Schedule 5.1(l)**, there is no action, suit, claim or litigation, arbitration, proceeding, judgment, injunction, audit or legal, administrative or governmental investigation pending (including any citations, notices, summons or orders), and to the best of Seller's

knowledge and without any independent investigation, none are known to be threatened against, pertaining to or affecting the System or any of the Assets (including any such actions, litigation and other claims against Seller) before any court, arbitrator or Governmental Authority (including any governmental agency board or instrumentality), nor is there any order, writ, injunction or decree of any court, arbitrator or Governmental Authority, in existence against, pertaining to or affecting Seller (including its commissioners, directors or officers), the System or any of the Assets. To the best of Seller's knowledge and without any independent investigation, except as noted in **Schedule 5.1(l)**, all matters disclosed in **Schedule 5.1(l)** are fully covered by Seller's insurance. To the best of Seller's knowledge and without any independent investigation, there are no known laws, ordinances, regulations or official orders now in effect or pending that could reasonably be expected to have a material adverse effect on the System or the ownership, condition or operation of the System or the Assets. There are no actions, suits, claims, proceedings or investigations pending or, to the knowledge of Seller, threatened against Seller, and Seller is not subject to any outstanding judgment, order or decree of any court or governmental body, which would in either case, reasonably be expected to prevent or materially interfere with or delay Seller's ability to perform its obligations under this Agreement.

(m) Tax Matters.

(i) Seller has timely and properly filed all tax returns that it was required to file. All such tax returns were complete and correct in all material respects and were prepared in compliance with all Applicable Laws. All taxes owed by Seller have been paid. Seller is not the beneficiary of any extensions of time within which to file any tax return. There are no Encumbrances on any of the Assets that arose in connection with any failure (or alleged failure) to pay any tax.

(ii) Seller has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, supplier, vendor, creditor, or other third party. Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(iii) There are no audits or examinations of any tax returns pending or threatened that relate to Seller's operation of the System or the Assets. Seller is not a party to any action or proceeding by any Governmental Authority for the assessment or collection of taxes relating to the operation of the System, nor has such event been asserted or threatened. There is no waiver or tolling of any statute of limitations in effect with respect to any tax returns relating to Seller's operation of the System or the Assets.

(n) No Material Adverse Conditions; Insurance. To the best of Seller's knowledge and without any independent investigation, there are no conditions existing or threatened that would have, or would be reasonably be expected to have, a material adverse effect on the condition, properties, assets, indebtedness, liabilities, commitments, operations or prospects of the System or the Assets. Seller maintains and has maintained appropriate insurance necessary for the full protection of all of the Assets, the System, and all related operations, products and services. All such policies are in full force and effect and Seller will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect as of Closing and immediately following the execution of this Agreement and the consummation of the contemplated transactions. There are no pending claims or proceedings arising out of, based upon or with respect to any of such policies of insurance and, to the best of Seller's knowledge and without any independent investigation, no basis for any such claims or proceedings exists. Seller is not in default with respect to any provisions contained in any such insurance policies, and no insurance provider is in default with respect to such insurance policies.

(o) Compliance with Law. To the best of Seller's knowledge and without any independent investigation, except as disclosed on **Schedule 5.1(o)**, Seller is and has been in material compliance with all laws, ordinances, and governmental rules and regulations of material relevance to the operation of the System and the Assets. To the best of Seller's knowledge and without any independent investigation, except as disclosed on **Schedule 5.1(o)**, Seller has not received, and has no reason to believe that it will receive, notice of any violation of law.

(p) Adequacy of Permits. Set forth in **Schedule 5.1(p)** is a complete and correct list of all permits, licenses, registrations, approvals and other authorizations (collectively, the "**Permits**") used by Seller in the continuing ownership, use, operation and maintenance of the System and for the Assets. To the best of Seller's knowledge and without any independent investigation, such Permits constitute all those necessary for the continuing ownership, use, operation and maintenance of the System and for the Assets, all such Permits are in full force and effect, and no such Permit is subject to any appeal or other administrative or judicial proceeding. To the best of Seller's knowledge and without any independent investigation, no fact or circumstance exists that is reasonably likely to cause any such Permit to be revoked, suspended or materially altered subsequent to the execution of this Agreement and the Closing Date, and neither the execution of this Agreement, nor the Closing do or will constitute or result in a default under or violation of any such Permit. To the best of Seller's knowledge and without any independent investigation, Seller likewise has obtained and continues to possess all Permits required under, by or pursuant to Environmental Laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under Environmental Laws. Such Permits shall be issued prior to Closing in a form and with terms and conditions that are reasonably satisfactory to NJAW.

(q) Environmental Matters.

(i) To the best of Seller's knowledge and without any independent investigation, Seller has not received any notice that there are current conditions or circumstances, or plans pertaining or relating to the Assets or the System that may materially impede or prevent compliance with Environmental Laws, and to the best of Seller's knowledge and without any independent investigation, Seller has not received any notice that it is not in full compliance with and is in violation of or liable under any applicable Environmental Law. Except as otherwise set forth herein in this Agreement, Seller has not 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 real property or any other properties or assets (whether real, personal or mixed) in which Seller has an interest or with respect to the real property or any other real property at or to which hazardous materials were generated, manufactured, refined, transferred, imported, used or processed by Seller or any other person for whose conduct it is or may be held responsible, or from which hazardous materials have been transported, treated, stored, handled, transferred, disposed, recycled or received. Notwithstanding anything contained herein to the contrary, Seller makes no representation or warranty with respect to the presence or non-presence of PFAS or PFOA.

(ii) Except as otherwise set forth in this Agreement, there are no pending or threatened claims, encumbrances or other restrictions resulting from any environmental, health and safety liabilities or arising under or pursuant to any Environmental Law with respect to or affecting Seller's real property or any other properties and assets (whether real, personal or mixed) in which Seller has or had an interest. To the best of Seller's knowledge and without any independent investigation, neither Seller nor any other person for whose conduct it is or may be held to be responsible has any material environmental, health

and safety liabilities with respect to Seller's real property or with respect to any other properties and assets (whether real, personal or mixed) in which Seller has an interest or at any property geologically or hydrologically adjoining the real property or any such other property or assets.

(iii) To the best of Seller's knowledge and without any independent investigation, there are no hazardous materials, except those used in connection with the ordinary course operation of the System in accordance with all Environmental Laws, present on or in the environment at the real property or at any geologically or hydrologically adjoining property, 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 and deposited or located in land, water, sumps or any other part of the real property or such adjoining property or incorporated into any structure therein or thereon. To the best of Seller's knowledge and without any independent investigation, neither Seller, nor any other person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any hazardous activity conducted with respect to the real property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest except in material compliance with all applicable Environmental Laws. To the best of Seller's knowledge and without any independent investigation, there has been no release or threat of release, of any hazardous materials at or from the real property or from or by any other properties and assets (whether real, personal or mixed) in which Seller has or has had an interest (e.g., other properties that may impact or affect the Assets or the System), or any geologically or hydrologically adjoining property, whether by Seller or any other person.

(iv) Except as set forth in **Schedule 5.1(q)(iv)**, to the best of Seller's knowledge and without any independent investigation, none of the following exists at the System or on the real property that is part of the Assets: (1) underground storage tanks; (2) asbestos-containing material in any form; (3) materials or equipment containing polychlorinated biphenyl; (4) groundwater monitoring wells; or (5) landfills, surface impoundments, or disposal areas.

(v) To the best of Seller's knowledge and without any independent investigation, Seller has delivered to NJAW true and complete copies and results of any material reports, studies, analyses, tests or monitoring possessed or initiated by Seller or its predecessors pertaining to hazardous materials or hazardous activities in, on or under the real property, or concerning compliance by Seller, its predecessors, or any other person for whose conduct Seller is or may be held to be responsible, with Environmental Laws, said reports, studies, analyses, tests and monitoring to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Seller.

(vi) Seller has not received any notice that it has not been and is not in compliance with all administrative and judicial orders, consent orders, decrees, consent decrees, judgments, directives and notices of violation issued by any Governmental Authority concerning or related to the Assets under or in connection with any applicable Environmental Laws.

(r) Brokers. Seller has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees or any similar other fees or commissions in connection with the transactions contemplated by this Agreement for which NJAW has or could have any liability.

(s) Service Area Map. The map contained in **Schedule 1.0** accurately and completely describes the area served by the System. Seller has not entered into any agreements or commitments to

provide, whether on a retail or wholesale basis, water conveyance or treatment services currently or in the future to any customers, sources or area outside of the service area depicted in **Schedule 1.0**.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF NJAW

6.1 NJAW's Representations. NJAW hereby represents and warrants to Seller as follows:

(a) Organization. NJAW is a corporation duly organized, validly existing and subsisting under the laws of the State of New Jersey.

(b) Due Authorization; Valid and Binding. NJAW has the full power and lawful authority to execute this Agreement and, following approval by its Board of Directors, to consummate and perform the transactions contemplated hereby, and NJAW has duly and validly authorized the execution of this Agreement by all necessary proceedings. This Agreement constitutes the valid and binding obligations of NJAW.

(c) Financial Wherewithal. NJAW has sufficient funds on hand to pay the amounts due pursuant to this Agreement.

(d) Absence of Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of NJAW, threatened against NJAW, and NJAW is not subject to any outstanding judgment, order or decree of any court or governmental body, which would in either case, reasonably be expected to prevent or materially interfere with or delay NJAW's ability to perform its obligations under this Agreement.

(e) Brokers. NJAW has not employed any investment banker, broker or finder or incurred any liability for any investment banking fees, brokerage fees, commissions or finders' fees or any similar other fees or commissions in connection with the transactions contemplated by this Agreement for which Seller has or could have any liability.

ARTICLE 7

COVENANTS

Covenants of Seller. From and after the date of this Agreement, Seller covenants and agrees that:

(a) Conduct of Business. Between the date of this Agreement and the Closing Date, Seller shall carry on the operation of the System, the business and the Assets in the ordinary course of business and in compliance with law, not introduce any materially new method of management or operation, use reasonable best efforts to preserve the System, the business and the Assets, conserve the goodwill and relationships of its customers, suppliers, Governmental Authorities and others having business relations with it, maintain in full force and effect all policies of insurance now in effect for the benefit of Seller, maintain supplies at a level that is sufficient to operate the System in accordance with past practice and maintain the Assets in substantially the condition currently existing, normal wear and tear excepted. Without limiting the foregoing, Seller shall not sell, lease, dispose, retire, distribute or encumber any of the Assets, or construct, purchase or acquire any new assets, properties or rights relating to the System or Assets (other than the completion of the system and connections to the remaining residences as they are occupied after the Closing), or enter into a commitment

or contract to do any of the foregoing (other than the purchase and use of supplies and maintenance of the System and the Assets in the ordinary course of business), without the prior written consent of NJAW.

(b) Contracts and Commitments. Except normal and usual commitments for the purchase of materials and supplies consistent with past practice, no contract or commitment shall be entered into by or on behalf of Seller relating to the System or the Assets that would place an Encumbrance thereon or materially affect the operation of the System, the business or the Assets after Closing, except for those commitments approved or ratified in writing by NJAW. Seller shall transfer all of the utilities used or necessary for the System from Seller to NJAW effective as of the Closing Date, and Seller shall be responsible to pay all bills and fees for these utilities for the period prior to and including the Closing Date. NJAW shall provide any necessary information reasonably required by Seller to effectuate this transfer.

(c) Release of Encumbrances. Seller shall take all action necessary to cause the release, cancellation and discharge of any and all Encumbrances, so that as of the Closing Date, the Assets will be free and clear of any and all such Encumbrances. Seller also agrees not to create any new Encumbrances on the System or Assets from and after the date of this Agreement without the prior written consent of NJAW.

(d) Material Events and Circumstances. Seller shall promptly inform NJAW in writing of any specific event or circumstance of which Seller is aware, or of which Seller receives notice, that has or is reasonably likely to have, individually or in the aggregate, taken together with the other events or circumstances, a material adverse effect on the System or the Assets.

(e) Supplemental Information.

(i) Seller shall provide NJAW, within 21 calendar days of execution or the date of receipt thereof, a copy of (a) each of the Contracts entered into by Seller after the date hereof and prior to Closing relating to the System or the Assets; (b) a copy of any written notice of assessments for public improvements against any of the Assets received after the date hereof and prior to Closing; (c) any writs of summons or complaints filed against Seller or its representatives for any and all claims relating to the System or the Assets; and (d) a copy of the filing of any condemnation, eminent domain or similar proceeding affecting all or any portion of the System or the Assets received after the date hereof, but prior to the Closing.

(ii) Seller shall notify NJAW within 21 calendar days of the receipt of any notice of violation.

(f) Regulatory Consents. NJAW shall, at all times, use its best efforts to and diligently pursue all approvals, authorizations, consents and Permits required to be obtained to consummate the transaction contemplated by this Agreement, and provided further that Seller at no cost to Seller, agrees to cooperate with NJAW as reasonably needed in its pursuit of such approvals, authorizations, consents, and Permits. NJAW shall (i) as promptly as practicable, make or cause to be made such filing and submissions under the laws, rules and regulations applicable to it as may be required for Seller to sell the Assets pursuant to the terms of this Agreement; and (ii) keep Seller apprised of the status of any filing or submission to any such governmental or regulatory agency.

(g) Access. Seller shall provide NJAW and its representatives free and full access to and right to inspect, during normal business hours and upon prior written notice, all of the premises, properties, assets, records, Permits, contracts and other documents relating to the Assets and shall permit NJAW to consult with its officers, employees and other representatives for purposes of making such investigation of

the Assets as NJAW shall desire to make, provided that no investigation shall unreasonably interfere with Seller's operation of the System.

(i) Access to and Shadowing of Treatment Process. For a period not less than 60 calendar days prior to Closing the "**Shadow Period**"), Seller shall provide NJAW and its representatives with free and full access to the System's wastewater treatment facility. During the Shadow Period, Seller shall allow NJAW representatives to observe Seller's operation of the wastewater treatment facility during reasonable times, provided that such access shall not unreasonably interfere with Seller's operation of the wastewater treatment facility.

(h) Customer List. Within 30 days of execution of this Agreement, Seller shall provide NJAW an accurate and complete listing of all bulk, wholesale and retail customers of the System. This customer list shall provide the customer names, account information, service addresses, billing addresses, and all other relevant billing information, such as metering and equivalent dwelling unit information. The parties will continue to work together to determine additional information that should be included on the customer list, which shall be updated prior to Closing to include such additional information. This customer list shall be materially true and correct as of the date such list is provided to NJAW and shall be updated at Closing and provided to NJAW at Closing so as to be true and correct as of the Closing Date. Prior to NJAW's payment of the Final Payment, Seller shall provide the complete customer list, including all customers added after Closing.

(i) Updating of Information. Between the date of this Agreement and the Closing Date, Seller will deliver revised or supplementary Schedules to this Agreement, containing accurate information as of the Closing Date, in order to enable NJAW to confirm the accuracy of Seller's representations and warranties and otherwise effectuate the provisions of this Agreement. The receipt by NJAW of any revised or supplementary Schedules to this Agreement shall in no way prejudice NJAW's right to terminate this Agreement based upon the failure of any condition to be satisfied under **Section 10.1** hereof or seek indemnification under **Section 11.1**. Seller will promptly inform NJAW, in writing, of the occurrence or failure of any action or event that would violate Seller's material representations and warranties under this Agreement or render them inaccurate as of the date hereof or the Closing Date or that would constitute a breach of any covenant of Seller under this Agreement or a failure of any condition to the obligations of either Seller or NJAW under this Agreement.

(j) Retention of Records. Seller shall preserve any books and records relating to the System and the business that are not delivered to NJAW hereunder for a period no less than seven (7) years after the Closing Date (or such longer period as shall be required by Applicable Law), and Seller shall make available such books and records for review and copying to NJAW and its authorized representatives following the Closing at NJAW's expense upon reasonable notice during normal business hours. During such period, Seller shall permit, to the extent permitted by Applicable Law and upon request of NJAW, NJAW and any of its agents, representatives, advisors or consultants reasonable access to all properties, books, contracts and records of Seller related to the System and employees of or servicing the business for information related to periods up to and including the Closing.

7.2 Title Information. Within 30 days following the execution of this Agreement, Seller shall deliver to NJAW true, correct and materially complete copies of all existing title policies, surveys, leases, deeds, instruments and agreements in Seller's possession relating to title to the real estate and easements constituting part of the Assets, as well as any amendments thereto through to Closing. Thereafter, NJAW shall conduct an abstract of such title information to determine whether Seller has sufficient real estate rights and continuous

rights-of-way to permit NJAW, upon Closing, to operate a continuous wastewater system, including lines, facilities, fittings and appurtenances necessary to operate such wastewater system, and that such rights are represented by legal instruments in appropriate form, duly recorded. Upon notification by NJAW that such legal rights for the System are not sufficient for the operation of the System, Seller may, at its reasonable expense and discretion, secure such additional legal rights as NJAW may request. In the event Seller determines that securing such additional legal rights is not commercially reasonable, with such determination to be made in Seller's sole discretion, Seller may terminate this Agreement as provided herein. Notwithstanding the foregoing, Seller shall convey to NJAW at the time of Closing any and all necessary utility easements which shall be recorded, such that NJAW can access all Assets. Notwithstanding anything contained herein to the contrary, it is agreed and understood that NJAW is and shall rely upon its own abstract of title with respect to any title policies, surveys, leases, deeds and instruments and agreements relating to title to the real estate and easements constituting part of the Assets. In the event that NJAW's title insurance company will insure title to the Assets, with policy exceptions reasonably acceptable to NJAW, then NJAW shall have no right to terminate this agreement.

7.3 Further Assurances. Each party to this Agreement shall cooperate and deliver such instruments and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement and the transactions contemplated hereby. After the Closing, each party shall take such other actions and execute such other documents, instruments certifications, and further assurances as Seller or NJAW, as the case may be, may reasonably require in order to make effective the transactions contemplated hereby (including to transfer to NJAW or to put NJAW more fully in possession of any of the Assets).

7.4 Cooperation. Subject to the terms and conditions of this Agreement, the parties shall cooperate fully with each other and their respective counsel and accountants in connection with, and take or cause to be taken and do or cause to be done, any actions required to be taken under Applicable Law to make effective the contemplated transactions as promptly as practicable. Prior to the Closing, the parties shall proceed expeditiously and in good faith to make such filings and take such other actions as may be reasonably necessary to satisfy the conditions to Closing set forth herein. Any and all filing fees in respect of such filings shall be paid by Seller. On or after the Closing Date, the parties shall, on request, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and instruments, including contract assignments not obtained prior to Closing, and doing any and all such other things as may be reasonably required by the parties or their counsel to consummate or otherwise implement the transactions contemplated by this Agreement. Seller hereby agrees to cooperate with NJAW to ensure a proper transition of all customers with respect to billing and customer service activities, including assisting NJAW to place all customer information in a format reasonably requested by NJAW.

7.5 Completion of System Construction.

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

(b) During construction of the remaining System, if any, after Closing, Seller shall have such work inspected on a continuing basis by a reputable engineering firm licensed by the State of New Jersey with experience in such work. Such engineering firm shall certify to NJAW that it has conducted said inspections in accordance with the Approved Plans and Specifications, and that the work has been completed and tested in accordance therewith. Seller shall further test all parts of the System in accordance with the NJDEP approved plans and specifications and shall provide to NJAW: (i) a written report setting forth in detail the results of such tests, together with tapes, and/or films arising from such tests; (ii) record plans of the wastewater collection system", copies of which have been provided to Seller and which are also incorporated herein by reference; and (iii) any Certifications of Completion or similar documents required by the New Jersey Department of Environmental Protection for the System to be placed in operation. NJAW shall not be obligated to accept ownership of or operate any part of the System that have not been properly inspected, successfully tested, and certified as provided for above. The foregoing shall be "**Seller's Continuing Obligations**." Seller agrees, for a period of ninety (90) days after the transfer of ownership to execute and deliver such documents as NJAW may reasonably request from time to time to convey to NJAW or acknowledge NJAW's ownership of improvements completed as part of Seller's Continuing Obligations and detailing the cost thereof with appropriate substantiation for such costs. For purposes of this Section 7.5 and 9.1, the term "defects or substandard work" shall mean work not done and/or functioning in compliance with the Approved Plans and Specifications for same as approved by governmental authorities having jurisdiction therefore.

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

(d) Seller agrees to provide to each contract buyer of a home in the Meadows at Mansfield development a copy of NJAW's standard information for customers.

ARTICLE 8
TRANSFER OF PERMIT, MUNICIPAL CONSENT AND APPROVAL BY THE BOARD OF PUBLIC UTILITIES

8.1 NJAW and Seller will immediately petition the municipality for the wastewater franchise consent ordinance. Seller, at no cost to Seller, agrees to cooperate with NJAW in securing such franchise approvals. As the decision to approve a franchise is outside the control of NJAW, Seller acknowledges that success by NJAW cannot be guaranteed. Should the Township of Mansfield refuse to award such approvals or impose conditions materially more burdensome than contained in the franchise approval previously granted

to NJAW by other municipalities, in NJAW's sole determination, then the parties shall cooperate to overcome the problems encountered.

8.2 Upon receipt of the municipal consent provided for in **Section 7.1**, NJAW shall promptly petition the New Jersey Board of Public Utilities ("**BPU**") for approval of said wastewater franchise, and for extension of the existing Tariff to the service area of the System.

8.3 NJAW's purchase of the System is expressly contingent upon NJAW's receipt of the municipal consent and the approval of the BPU as set forth in **Sections 7.1** and **7.2** above. In the event that the municipality or the BPU denies the petition, NJAW and Seller agree to work together in good faith to restructure this transaction to overcome the municipality's and/or BPU's objections and/or satisfy any conditions imposed. However, this shall not be deemed to require either NJAW or Seller to expend any additional funds. Despite such good faith efforts should the approval still not be attained within a reasonable time, then either party may cancel this Agreement upon written notice to the other.

ARTICLE 9

OPERATION, INSPECTION, AND REPAIRS OF SYSTEM

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

9.2 Seller, at its sole cost and expense, shall have the installation of the System inspected by personnel of one or more experienced firms authorized to offer Professional Engineering services in the State of New Jersey and will provide to NJAW written certification(s) (signed and sealed by a licensed Professional Engineer in New Jersey) as required by **Section 7.5(b)** that construction has been undertaken and completed in accordance with the plans and specifications approved by the NJAW, the Township of Mansfield, and the New Jersey Department of Environmental Protection. Seller shall provide completed as-built drawings of the

System, including the pump station(s) that are signed and sealed by a licensed New Jersey Professional Engineer.

9.3 Seller shall be responsible for the repair of all defective parts or workmanship of the System for two (2) years following satisfactory completion and acceptance by NJAW of such portion. Seller shall assign to NJAW any warranties and guarantees it receives as to the System.

ARTICLE 10

CONDITIONS PRECEDENT

10.1 Conditions Precedent to NJAW's Obligations. The obligation of NJAW to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by NJAW in its sole discretion):

(a) Representations and Warranties. Seller's representations and warranties set forth in this Agreement or in any Schedule, list, certificate or document delivered pursuant to this Agreement shall be materially true, correct and accurate as of the date made and at and as of the time of the Closing with the same force and effect as though such representations and warranties were made at and as of the Closing Date (without giving effect to any supplement to the Schedules), and NJAW shall have received from a proper representative of Seller a certificate to such effect, in form and substance reasonably satisfactory to NJAW.

(b) Performance of Covenants and Agreements. Seller shall have performed and complied with in all material respects all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and NJAW shall have received from a proper representative of Seller a certificate to such effect, in form and substance reasonably satisfactory to NJAW.

(c) Adverse Change. There shall not have been a material adverse change, occurrence or casualty, financial or otherwise, to the System or the Assets (including a material loss of customers or Contracts), whether covered by insurance or not.

(d) Release of Liens. All necessary action shall have been taken to cause the release, cancellation and discharge of any and all Encumbrances so that as of the Closing, the Assets shall be free and clear of any and all Encumbrances, and Seller shall have provided NJAW with such opinions, instruments or documents as NJAW may reasonably request, and in form and substance satisfactory to NJAW, evidencing the release, cancellation and discharge of any and all Encumbrances and that the Assets are not subject to any liens or Encumbrances.

(e) Other Regulatory Consents. Seller shall have obtained the written, final and un-appealable approvals, authorizations and consents (including consents for Permit transfers) that are required to consummate the transactions contemplated by this Agreement and for NJAW to operate the System and the Assets after the Closing, including but not limited to the approval of an appropriate NJPDES Permit from the DEP, approval of the transaction by the BPU, and every regulatory agency of federal, state or local government that may be required in NJAW's opinion, each in form and substance (including with respect to the terms and conditions contained in any such approval) acceptable to NJAW in its reasonable discretion, and all waiting periods under existing laws, and all extensions thereof, the passing of which is necessary to consummate the contemplated transactions and finalize a Closing, shall have expired.

(f) Closing Deliveries. Seller shall have delivered all documents required to be delivered by it pursuant to **Section 3.2(a)**.

(g) Proceedings. No provision of any law or order shall be in effect, and no proceeding by any person shall be threatened or pending before any Governmental Authority, or before any arbitrator, that would: (i) prevent consummation of the contemplated transactions; (ii) have a likelihood of causing the contemplated transactions to be rescinded following consummation; (iii) adversely affect the right of NJAW to own any of the Assets or operate the System; or (iv) adversely affect the System prospects or the value or condition of any of the Assets or the System.

(h) Due Diligence. Within forty-five (45) calendar days of the Effective Date, NJAW shall have completed and be satisfied, in its sole and absolute discretion, with the results of its due diligence review of the System, the Assets and Seller, including with the results of any environmental assessment performed with respect to any real property or the Assets or chain of title search, all material contracts and operating Permits and licenses of the System, and Seller's operations, contracts, employment practices, compliance, accounting and other items as NJAW deems necessary, as each of the foregoing items relate to the System or the Assets.

(i) Authorization of Contemplated Transactions. Within forty-five (45) calendar days from the Effective Date, NJAW shall have obtained all necessary corporate approvals to consummate the contemplated transactions, including the approval of its Board of Directors.

(j) BPU Approval. The BPU shall have entered an order (or orders) providing the approvals set forth in **Section 7.1(f)**, and such order(s) shall not be subject to appeal, challenge, supersedeas or injunction.

10.2 Conditions Precedent to Seller's Obligations. The obligation of Seller to consummate the transactions contemplated hereby are subject to the satisfaction, on or prior to the Closing, of each of the following conditions (any one or more of which may be waived in writing in whole or in part by Seller in its sole discretion):

(a) Representations and Warranties. NJAW's representations and warranties contained in this Agreement or in any Schedule, list, certificate or document delivered pursuant this Agreement shall be true, correct and accurate as of the date made and at and as of the time of the Closing, with the same force and effect as though such representations and warranties were made at and as of the Closing Date (without giving effect to any supplement to the Schedules), and Seller shall have received from an officer of NJAW a certificate to such effect, in form and substance reasonably satisfactory to Seller.

(b) Performance of Agreements. NJAW shall have performed and complied, in all material respects, with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and Seller shall have received from an officer of NJAW a certificate to such effect, in form and substance reasonably satisfactory to Seller.

(c) Closing Deliveries. NJAW shall have delivered the Purchase Price and all documents required to be delivered by it pursuant to **Section 3.2(b)**.

ARTICLE 11

INDEMNIFICATION

11.1 Indemnification by Seller and NJAW. Seller shall fully pay, protect, defend, indemnify and hold harmless each other and their respective affiliates and their respective officers, directors and agents and representatives ("**NJAW Indemnified Parties**") from any and all Claims or Damages arising out of, resulting from, relating to or caused by: (i) a misrepresentation or breach of any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other transaction document, by Seller; (ii) any and all liabilities of Seller (including the retained liabilities in **Section 1.3**), whether due or to become due, whether accrued, absolute, or contingent, whether accruing prior to the Closing Date, or arising out of any transaction entered into, but in all cases, arising out of any state of facts existing or any event occurring on or prior to the Closing Date, and any Encumbrance affecting the Assets or the System; (iii) assessments, charges and other similar claims due or owing, directly or indirectly, by Seller or otherwise as a result of or on account of the Assets or the System at any time on or prior to the Closing Date; (iv) the ownership and/or operation of any of the Assets or the System on or prior to the Closing Date; (v) any proceeding now existing or hereafter arising and relating to the Assets or the System and arising from events or matters occurring on or prior to the Closing Date, regardless of when realized; (vi) any liabilities arising from or related to assets, properties and rights of Seller excluded from the Assets; (vii) any and all liabilities relating to the employees, agents and independent contractors of Seller who performed services for Seller or related to the System or the Assets if such liabilities arose from events occurring prior to the Closing; (viii) the failure to comply with the provisions of any so-called bulk transfer or bulk sale law of any jurisdiction in connection with the sale of the System and the Assets to NJAW, and (ix) transaction costs and expenses incurred by or on behalf of Seller in connection with this Agreement or the contemplated transactions.

11.2 Indemnification by NJAW. NJAW shall fully pay, protect, defend, indemnify and hold harmless Seller and its affiliates and their respective officers, directors, agents, and representatives ("**Seller Indemnified Parties**") at all times after the date of this Agreement, from, against and in respect of any and all Claims or Damages arising out of, resulting from, relating to or caused by: (i) a misrepresentation, an inaccuracy in or breach of (or any claim by any third party alleging or constituting a misrepresentation, an inaccuracy in, or breach of) any representation or warranty of, or any failure to perform or nonfulfillment of any provision or covenant contained in this Agreement or any other transaction document, by NJAW, (ii) any and all liabilities of NJAW of any nature related to NJAW's operation of the System and the Assets and occurring after the Closing Date; and (iii) transaction costs and expenses incurred by or on behalf of NJAW in connection with this Agreement or the contemplated transactions.

11.3 Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties in this Agreement or in any agreement, document, statement or certificate furnished hereunder or in connection with the negotiation, execution and performance of this Agreement shall survive the Closing for a period of six (6) months after the Closing Date.

11.4 Notice of Claim. If either party seeks indemnification on behalf of an indemnified person, such party seeking indemnification (the "**Indemnified Party**") shall give reasonably prompt written notice to the party from whom it seeks indemnification (the "**Indemnifying Party**") specifying the facts constituting the basis for such claim and the amount, to the extent known, of the claim asserted; provided, however, that the right of a person or entity to be indemnified hereunder shall not be adversely affected by a failure to give such notice unless, and then only to the extent that, an Indemnifying Party is actually irrevocably and materially prejudiced thereby. Subject to the terms hereof, the Indemnifying Party shall pay the amount of any valid

claim not more than ten (10) days after the Indemnified Party provides notice to the Indemnifying Party of such amount.

ARTICLE 12

TERMINATION

12.1 Termination. This Agreement may be terminated at any time prior to the Closing only (a) by mutual written consent of Seller and NJAW; (b) by Seller or NJAW upon written notice to the other, if the Closing shall not have occurred on or prior to 365 calendar days after the Effective Date; provided, however, that the right to terminate this Agreement under this **Section 12.1** shall not be available to any party whose breach under this Agreement has caused or resulted in the failure of the Closing to occur on or before such date; (c) by NJAW, if NJAW is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a breach of a representation, warranty, covenant or agreement contained in this Agreement on the part of Seller and Seller has not cured such breach within five (5) business days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured); (d) by NJAW, if, NJAW is not satisfied (in its sole and absolute discretion) with the results of its due diligence review of the System within the time frame set forth above and the Assets or the prospects of obtaining all regulatory consents and approvals; (e) by Seller, if Seller is not in material breach of any of its representations, warranties, covenants and agreements under this Agreement and there has been a material breach of any representation, warranty, covenant or agreement contained in this Agreement on the part of NJAW and NJAW has not cured such breach within five (5) business days after receipt of notice of such breach (provided, however, that, no cure period shall be required for a breach which by its nature cannot be cured); (f) by Seller or NJAW upon written notice to the other, if any court of competent jurisdiction or other competent governmental entity shall have issued a statute, rule, regulation, order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the contemplated transactions, and such statute, rule, regulation, order, decree or injunction or other action shall have become final and non-appealable; (g) by either party in accordance with the provisions of **Section 7.3**; or (h) by NJAW, if any necessary regulatory approval is subject to an appeal in any court of competent jurisdiction that remains pending more than six (6) months after approval by the BPU.

12.2 Effect of Termination. The right of each party to terminate this Agreement under **Section 12.1** is in addition to any other rights such party may have under this Agreement or otherwise, and the exercise of a right of termination shall be an election of remedies. If this Agreement is terminated pursuant to **Section 12.1,** all further obligations of the parties under this Agreement will terminate, except that the obligations set forth in this **Section 12.2** (Effect of Termination) and **ARTICLE 13** (Miscellaneous) will survive.

ARTICLE 13

MISCELLANEOUS

13.1 Contents of Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto. Any and all previous agreements and understandings between or among any or all of the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

13.2 Successors and Assigns.

(a) Except as otherwise set forth herein, neither Seller nor NJAW shall assign this Agreement or any rights and obligations hereunder without the prior written consent of the other party, and any attempted assignment or delegation without such prior written consent shall be void and of no force or effect.

13.3 Binding Effect. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the legal representatives, and permitted assigns and successor of Seller or NJAW.

13.4 Waiver. Any term or provision of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof by a written instrument executed by such party or parties.

13.5 Notices. Any notice, request, demand, waiver, consent, approval or other communication that is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally, by facsimile (if followed by overnight courier on the same date) or sent by nationally recognized overnight courier, as follows:

If to NJAW:

New Jersey American Water Company
1 Water Street
Camden, NJ 08102
Attention: Donald C. Shields, P.E.

With a required copy to:

New Jersey American Water Company
1 Water Street
Camden, NJ 08102
Attention: Stephen R. Bishop, General Counsel

If to Seller:

The Meadows at Mansfield, LLC
1200 Sunnyview Oval
Keasbey, NJ 08832-1049
Attention: Eric Harvitt

With a required copy to:

Saul Ewing LLP
One Riverfront Plaza
1037 Raymond Blvd., Suite 1520
Newark, NJ 07102-5426
Attention: Stephen B. Genzer, Esq.
Email: Stephen.genzer@saul.com
Office Phone: 973-286-6712

Cell Phone : 908-930-2110

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered.

13.6 Law to Govern. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New Jersey without giving effect to any conflicts of law's provisions.

13.7 No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

13.8 Interpretation. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires. Unless otherwise indicated, the words "including", "includes", "included" and "include", when used, are deemed to be followed by the words "without limitation."

13.9 Schedules. All Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

13.10 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

13.11 Risk of Loss. Seller assumes risk of loss in connection with the Assets prior to Closing, including risk of loss from fire and other casualty. In the event of any loss or damage to any of the Assets, NJAW at its option, prior to or at Closing shall have the right to (i) request that the damaged asset be replaced or restored to substantially the same condition of the asset as of the date of this Agreement; (ii) request an adjustment to the Purchase Price as can be agreed upon by the parties, or (iii) request the insurance proceeds of Seller and/or other moneys to enable NJAW to make a proper restoration of the damaged asset.

13.12 Environmental Assessment. Without limiting the parties rights and obligations under this Agreement, after the date of this Agreement and during the Due Diligence Period, and only with the express written consent of Seller and after making reasonable prior arrangements acceptable to Seller, NJAW shall have the reasonable right to enter upon the property and facilities constituting the System for the purposes of conducting an environmental assessment of the System. At all times during the presence of NJAW or its representatives on the property and facilities, NJAW agrees that NJAW will not allow, and NJAW's representatives will not conduct, any physically invasive testing of, on, or under the property without first obtaining Seller's written consent, which may be granted in Seller's sole and absolute discretion. NJAW shall not engage, consult with or utilize, and shall ensure that none of its representatives, agents, contractors, consultants or the like: (i) engage, consult with or utilize an LSRP in connection with any Inspections; (ii) provide any LSRP access to the Land and Improvements; or (iii) engage any LSRP to review the results of any

Inspections or any information or documentation related to the Inspections or the Land, Improvements or the Inspection Materials, without consent of Seller. NJAW agrees to return the Land and Improvements to substantially the same condition and cleanliness existing before entry and/or occupation by NJAW's representatives, including, but not limited to, sealing wells or other similar subsurface investigations. NJAW shall use reasonable efforts to minimize interference with Seller's and any tenants' use and occupancy of the building. All documents, reports, studies, records, financial data, computer records, memoranda, notes, analysis, and the like, provided by e Seller to NJAW or third party reports obtained by NJAW relating to the Property in the course of NJAW's review, including, without limitation, any environmental assessment or audit (collectively, the "Reports") shall be treated as confidential information by NJAW and NJAW shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information and shall take all reasonable measures to assure that NJAW's representatives keep such information confidential in. Such confidential information shall not be disclosed by NJAW unless required by law or court order or to NJAW's actual or potential lenders, consultants, partners, or other similar parties who have a need to know such information for purposes of evaluating or implementing the transactions contemplated by this Agreement. NJAW shall indemnify, defend and hold Seller harmless from any loss, injury, liability, damage or expense, including reasonable attorneys' fees and costs, directly caused by NJAW, which Seller may incur as a result of (a) any act or omission of NJAW or its agents or representatives arising in connection with any tests or inspections conducted by NJAW or its agents or representatives, or (b) the failure of NJAW to restore the Property in accordance with this Section NJAW shall notify Seller in writing if the environmental assessment reveals the presence of oil or petroleum products or any hazardous or toxic wastes or materials or storage of fuel tanks or any other environmental hazard or contamination. Within fifteen (15) days of the date of such notice, Seller shall advise NJAW in writing as to whether Seller can cure the environmental hazard or contamination and, if so, what remediation actions Seller will take to cure. In connection with such environmental assessment, NJAW shall have the right, in NJAW's sole discretion, to terminate this Agreement upon written notice to Seller.

13.13 Specific Performance and Injunctive Relief; Remedies. The parties hereto recognize that if either of them fails to perform, observe or discharge any of their respective obligations under this Agreement, a remedy at law may not provide adequate relief to the other party. Therefore, in addition to any other remedy provided for in this Agreement or under Applicable Law, a party hereto may demand specific performance of this Agreement, and such party shall be entitled to temporary and permanent injunctive relief, in a court of competent jurisdiction at any time if the other party fails to comply with any of the provisions of this Agreement applicable to such party. To the extent permitted by Applicable Law, the parties hereby irrevocably waive any defense based on the adequacy of a remedy at law that might be asserted as a bar to such party's remedy of specific performance or injunctive relief. Except as otherwise provided herein, all rights and remedies of the parties under this Agreement are cumulative and without prejudice to any other rights or remedies under law. Nothing contained herein shall be construed as limiting the parties' rights to redress for fraud.

13.14 Counterparts. This Agreement may be executed by facsimile, electronically or by exchange of documents in PDF format, and in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Agreement on the date first written.

THE MEADOWS AT MANSFIELD, LLC

By: _____
Name: Eric Harvitt
Its: Managing Member

NEW JERSEY AMERICAN WATER COMPANY

By: _____
Name: Donald C. Shields
Its: Vice President, Engineering

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APPENDIX 1
DEFINITIONS

"**Agreement**" has the meaning provided in the Introduction.

"**Applicable Law**" means (1) any federal, state or local law, code or regulation; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, or implementation schedule of any Governmental Authority having jurisdiction; (3) any established interpretation of law or regulation utilized by a Governmental Authority if such interpretation is documented by such Governmental Authority and generally applicable; (4) any Permit; and (5) any order; in each case having the force of law and applicable to the design, improvement, operation, maintenance, repair or performance of the System and the management of residuals.

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

"**Assets**" means all of the assets, properties and rights of Seller (whether tangible, intangible, real, personal or mixed) that are held or used in connection with the System, but excluding the Excluded Assets.

"**BPU**" means the New Jersey Board of Public Utilities.

"**Claims or Damages**" means any loss, demand, claim, suit, action, assessment, damage, liability, cost, expense, fine, penalty, judgment, award or settlement, whether or not involving a Governmental Authority or third party claim, including related fees and costs, interest, and any amounts paid in investigation, defense or settlement of any of the foregoing. Except as specifically provided in this Agreement, "Claims or Damages" does not include, and neither party will be liable for, any loss of profit and any other incidental, consequential, exemplary, or punitive damages, including, without limitation, lost profits, lost productions or lost revenues, except to the extent such damages are awarded and actually paid to a third party.

"**Closing**" has the meaning provided **Section 3.1**.

"**Closing Date**" has the meaning provided **Section 3.1**.

"**Code**" means the Internal Revenue Code, 26 U.S.C. § 1 et seq.

"**DEP**" means the New Jersey Department of Environmental Protection or any successor agency thereto.

"**Effective Date**" has the meaning provided in the Introduction.

"**Encumbrances**" has the meaning provided in **Section 1.1.**

"**Environmental Laws**" means all federal, state, and local laws and regulations relating to protection of the environment or natural resources, including the Clean Water Act, also known as the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq. ("**CWA**"), the Federal Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq., the Surface Mining

Control and Reclamation Act, 30 U.S.C. §§ 1201 et. seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et. seq., the Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 ("**RCRA**"), the Atomic Energy Act of August 30, 1954, Ch. 1073, 68 Stat. 919 (codified as amended in scattered sections of 5 U.S.C. and 42 U.S.C.), counterpart state laws, and the regulations adopted pursuant thereto. Any reference to a legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, opinions directives or notices issued thereunder.

"**Excluded Assets**" has the meaning provided in **Section 1.4.**

"**GAAP**" means generally accepted accounting principles consistently applied.

"**Governmental Authority**" means as any federal, state, county, municipal, or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof, having jurisdiction.

"**Hazardous Waste**" means any hazardous waste as defined under the federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, and 40 C.F.R. Part 261.

"**Indemnified Party**" has the meaning provided in **Section 10.5**.

"**Indemnifying Party**" has the meaning provided in **Section 10.5**.

"**Missing Easement**" has the meaning provided in **Section 4.1(k)(vii)**.

"**Outstanding Indebtedness**" has the meaning provided in **Section 2.3**.

"**NJAW**" has the meaning provided in the Introduction.

"**NJAW Indemnified Parties**" has the meaning provided in **Section 10.1**.

"**Permits**" has the meaning provided in **Section 4.1(p)**.

"**Purchase Price**" has the meaning provided in **Section 2.1**.

"**Resolutions**" has the meaning provided in **Section 3.2(b)(ii)**.

"**Retained Accounts Receivable**" has the meaning provided in **Section 4.1(g)**.

"**Seller**" has the meaning provided in the Introduction.

"**System**" has the meaning provided in the Recitals.

"**Tariff**" has the meaning provided in the Recitals.

EXHIBIT A
FORM OF EASEMENT

Prepared By: _____
[Insert Name of Individual Preparing Easement Here]
New Jersey-American Water Company, Inc.
One Water Street
Camden, NJ 08102

NEW JERSEY-AMERICAN WATER COMPANY, INC.

DEED OF EASEMENT AND RIGHT OF WAY

THIS INDENTURE, made this _____ day of _____, 20___, by and between _____, [a corporation], [partnership] [limited liability company] organized and existing under the laws of the State of [_____] having a principal address at _____, hereinafter referred to as "Grantor" and New Jersey-American Water Company, Inc., a corporation organized and existing under the laws of the State of New Jersey, having its principal office and place of business at One Water Street, Camden, New Jersey 08102, hereinafter referred to as "Grantee".

W I T N E S S E T H

Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto Grantee, its successors and assigns, forever, an easement and a free, uninterrupted and unobstructed right of way, in, under, across and over the property of Grantor, subject to the reserved future use of the property by Grantor as hereinafter described, designated as Lot ____ in Block _____ on the Tax Map of the _____ of _____, County of _____, State of New Jersey. Said property (except for those portions of the property on which buildings or similar structures have been erected) shall be as described by metes and bounds as set forth on Schedule A

which is attached hereto and made a part hereof, and as shown on the drawing entitled _____ which is attached hereto and made a part hereof, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, renewing, replacing, relaying and adding to from time to time pipe or pipes, with necessary fittings, appurtenances and attached facilities, including laterals and connections (hereinafter collectively "Sewer Mains") for the collection and conveyance of sanitary wastewater.

Grantee, its successors and assigns, and their duly authorized agents, employees and contractors shall have the right to (i) enter in and upon the premises described above with personnel, machinery, vehicles and material at any and all times for the purposes stated above, (ii) cut, prune and remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) do anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The design of Grantee's Sewer Mains, including size, location and type of materials to be used shall be at the sole discretion of Grantee. The said Sewer Mains shall at all times be and remain the property of, and subject to the sole control of, Grantee, its successors and assigns.

Grantor may in the future further develop the property described on Schedule A. Grantor may in connection with such development install or cause to be installed additional utility services and may grant easements therefor to other utilities. Grantor may install macadam, concrete or other surfaces to be used for parking areas, driveways, pedestrian sidewalks and other related purposes, including the installation of curbing, drains, catch basins and other improvements customarily installed in such areas. Accordingly, this easement and right of way herein granted is expressly conveyed subject to the following:

A. Subject to the right of Grantor and others to use the easement area in common with the Grantee for the purpose of installing additional utility services therein and thereon, and to grant easements therefor to other utility companies, to the municipality or the municipal utility authorities having jurisdiction over same, it being understood that the easement and right of way herein granted shall be nonexclusive and shall be used in common with the Grantor and all other persons claiming by, under and through the Grantor and its and their respective heirs, administrators, executors, successors and assigns. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the Sewer Mains except pipes or conduits crossing same at right angles. A minimum vertical distance of two (2) feet shall be maintained between the pipes and conduits and the Sewer Mains unless a greater distance is specified by laws and regulations of the State of New Jersey. All water pipe shall be laid in accordance with laws and regulations of the State of New Jersey regarding separation of sanitary sewers and water mains in effect at the time of installation of the sewer pipe. No excavation or blasting shall be carried on which in any way endangers or might endanger the said Sewer Mains;

B. Subject to the right of the Grantor, without the prior written consent of the Grantee, to make any and all use of the subsurface of the easement area, the surface of the easement area and the air space above the easement area for any and all purposes in Grantor's sole discretion, specifically including, but not limited to, parking, driveways, pedestrian walkways and other purposes hereinabove mentioned, provided, however, that such usage shall not prevent or hinder reasonable access

by Grantee to, and use of, the Sewer Mains installed by Grantee in the easement area. In the event that any such usage by the Grantor of the subsurface of the easement area, in the sole judgment of Grantee, requires the realignment or relocation of any Sewer Mains of the Grantee, such realignment or relocation shall be accomplished by the Grantee within a reasonable time after written notice thereof by Grantor, allowing for weather conditions, and at the sole cost and expense of the Grantor or other party acting under authority of the Grantor, as the case may be; and

C. The grant of this easement and right of way shall in no way restrict Grantor from constructing further buildings and structures on any part of the easement area, provided that no such building or structure shall interfere with rights herein granted to Grantee. In the event that Grantor proposes to use the surface of any easement area utilized by Grantee in such manner as to require, in the sole judgment of Grantee, relocation by Grantee of any Sewer Mains of the Grantee, such realignment or relocation shall be accomplished by Grantee within a reasonable time after written notice thereof by Grantor, allowing for weather conditions, and at the sole cost and expense of the Grantor or other party acting under authority of the Grantor, as the case may be.

Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that

Grantee shall not be obligated to restore landscaping other than reseeding lawn areas disturbed upon entry, all such work to be done at the expense of Grantee.

D. Grantee agrees to indemnify and save Grantor, its parents, subsidiaries and affiliates, and its and their directors, officers, employees or and agents (the "Grantor Indemnified Parties") harmless against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon a Grantor Indemnified Party arising out of or in any manner connected with the existence, construction, use, maintenance, repair, alteration, or inspection of the Lines, including liability and claims for (1) damage because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including without limitation Grantee's employees or the employees of Grantee's contractors or subcontractors; (2) damage to property sustained by any person or persons; (3) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; or (4) any other loss or damage suffered or incurred by a Grantee Indemnified Party (collectively, (l)-(4) are defined herein as "Liabilities"). Grantee shall indemnify and save the Grantor Indemnified Parties harmless from and against said Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation, on the part of a Grantee Indemnified Party, Grantor, or any third parties, but excluding any Liabilities caused by the sole negligence or the willful

misconduct of a Grantor Indemnified Party. In addition, Grantee agrees to promptly repair or replace at its cost and expense any property or facilities of Grantor damaged or injured by the acts or omissions of Grantee in the maintenance, operation, existence or use of the Easement.

E. Grantee accepts the Easement Area in "as is" condition. Grantor makes no representations or warranties concerning the physical condition of the Easement Area or its suitability for Grantee's intended purpose. The easement hereby granted is subject to (i) all matters of record; (ii) other existing private, public and utility easements, if any; (iii) roads and highways, if any; (iv) drainage ditches, feeders, laterals, drain tile, pipes or other conduit, if any; (v) zoning laws and ordinances; and (vi) all matters (including but not limited to encroachments) which would be disclosed by an accurate survey and/or physical inspection of the Easement Area.

Grantor does hereby covenant with Grantee as follows:

1. Grantor is the owner in fee simple of the real estate hereby subjected to this Deed of Easement and Right of Way and has good title to convey same, having acquired said real estate from _____ by deed dated _____ and recorded in the office of the Recorder of Deeds of _____ County in Deed Book _____, Page _____ on the ____ day of _____, ____;

2. Grantee shall quietly enjoy the said easement and right of way;

3. That the premises hereby subjected to said easement and right of way are subject to no mortgages [except _____.]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this INDENTURE, all as of the day and year first above written.

WITNESS:	**GRANTOR**: [name]
By:_____ Name: Title: Date:	By:_____ Name: Title: Date:
WITNESS:	**GRANTEE**: NEW JERSEY-AMERICAN WATER COMPANY, INC.
By:_____ Name: Title: Date:	By: _____ Name: Title: Date:

Acknowledgment for Individual

STATE OF NEW JERSEY :

SS:

COUNTY OF :

On this _____ day of _____, 20__, before me, the undersigned authority, personally appeared _____, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

_____
Notary Public
My Commission Expires:

Acknowledgment for Corporation

STATE OF NEW JERSEY :

SS:

COUNTY OF :

On this _____ day of _____, 20__, before me personally came to me known, _____ who, being by me duly sworn, did depose and say that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was

so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public
My Commission Expires:

Acknowledgment for Partnership

STATE OF NEW JERSEY :

SS:

COUNTY OF :

On this _____ day of _____, 20__, before me, the undersigned authority, personally appeared _____, a partner of _____, a New Jersey Partnership, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

_____
Notary Public
My Commission Expires:

Acknowledgement for New Jersey-American Water Company, Inc.

STATE OF NEW JERSEY :

:SS:

COUNTY OF CAMDEN :

On this _____ day of _____, 20__, before me, the undersigned authority, personally appeared _____, who, being by me duly sworn, did depose and say that he is the _____ _____ of New Jersey-American Water Company, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public
My Commission Expires:

CONSENT AND AGREEMENT OF MORTGAGEE

_____, Mortgagee under a mortgage dated _____, recorded in the office of the Clerk of _____County, State of New Jersey in Book ____, Page ____, et seq., (hereinafter referred to as the "Mortgagee") hereby joins in this Deed of Easement and Right of Way for the express purpose of subjecting to the operation and effect of this Deed of Easement and Right of Way all of its right, title and interest under the Mortgage and in and to the real property described in this Deed of Easement and Right of Way.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between any person or entity named in this Deed of Easement and Right of Way as "Grantor" and the undersigned any relationship of partnership or joint venture, or to impose upon the undersigned any liability, duty or obligation whatsoever.

Nothing in the within Consent and Agreement shall (a) constitute a waiver by Mortgagee of any of its rights under the Mortgage as against the Mortgagor, and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; and the provisions of the Mortgage shall remain in full force and effect and must be complied with by the Mortgagor.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Agreement of Mortgagee or cause it to be executed on its behalf by its duly authorized representatives, this _____ day of _____, 20__.

ATTEST:

By: _____ By_____

By: _____ By_____

Acknowledgment for Individual

STATE OF NEW JERSEY :

SS:

COUNTY OF :

On this ____ day of _____, 20__, before me, the undersigned authority, personally appeared _____, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

_____
Notary Public
My Commission Expires:

Acknowledgment for Corporation

STATE OF NEW JERSEY :

SS:

COUNTY OF :

On this _____ day of _____, 20__, before me personally came to me known, _____ who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation;

that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

_____
Notary Public
My Commission Expires:

Acknowledgment for Partnership

STATE OF NEW JERSEY :

:SS

COUNTY OF :

On this _____ day of _____, 20__, before me, the undersigned authority, personally appeared _____, a partner of _____, a New Jersey Partnership, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

_____
Notary Public
My Commission Expires:

EXHIBIT B
FORM OF ASSIGNMENT OF CONTRACTS AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made and entered into the ___ day of _____, 20__, by and among **THE MEADOWS AT MANSFIELD, LLC**, a New Jersey limited liability company having a mailing address of 1200 Sunnyview Oval, Keasbey, NJ 08832-1049 ("**Seller**"), and **NEW JERSEY AMERICAN WATER COMPANY**, a corporation organized and existing under the laws of New Jersey, with a business address 1 Water Street, Camden, NJ 08102 (hereinafter referred to as "**NJAW**"). Seller and PAWC are each referred to herein as a "Party" and collectively, the "Parties".

WHEREAS NJAW and Seller are parties to that Asset Purchase Agreement dated _____, (the "**Acquisition Agreement**"), whereby NJAW agreed to purchase from Seller its water distribution and sewer collection, conveyance and treatment system, which is owned, maintained and operated by Seller and which provides service to customers in the residential development known as Meadows at Mansfield located in Mansfield Township, Warren County, New Jersey (collectively, the "**System**"). All capitalized terms not defined herein shall have the meaning ascribed to such term in the Acquisition Agreement.

WHEREAS, pursuant to the Acquisition Agreement, Seller agreed to sell, assign and transfer to NJAW all rights, title and interest of Seller, and NJAW is to assume Seller's duties and obligations arising after the date hereof, under the following: (i) the contracts identified on **Exhibit A** attached hereto and made a part hereof (the "**Assigned Contracts**"), (ii) Seller's easements, licenses, Permits (as identified in the Acquisition Agreement), certificates, registrations, authorizations, and approvals related to the ownership and operation of the System (collectively, the "**Permits**"), and (iii) all documents, commitments, arrangements, leases, plans, instruments, and other intangible asset of the Seller relating to the ownership and operation of the System (collectively, the "**Intangible Assets**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. Seller hereby assigns and transfers to NJAW all of its rights, title and interest in and to the Assigned Contracts, the Permits and the Intangible Assets, free and clear of all liens and encumbrances of every kind.

2. NJAW hereby assumes all liabilities expressly contained in the Assigned Contracts, the Permits and the Intangible Assets, that are to become due after the date hereof (excluding liabilities for non-performance, breach, default or other circumstances that occurred on or prior to the date hereof).

3. Seller assigns no liabilities of any kind or nature whatsoever to NJAW, and NJAW assumes no such liabilities, hereunder, except for those contained in the express terms of the Assigned Contracts, the Permits and the Intangible Assets (excluding liabilities for non-performance, breach, default or other circumstances that occurred on or prior to the date hereof).

4. This Assignment and Assumption Agreement shall be binding upon the Parties and their respective heirs, successors and assigns.

5. Each of the Parties hereby covenants and agrees that it will, upon the request of the other Party, perform, execute and deliver (and cause to be performed, executed and delivered), such and all other instruments, documents, acts, transfers, assignments and assurances as the other Party may reasonably require in order to assure, confirm and accomplish the purposes and benefits of this Assignment and Assumption Agreement.

6. This instrument shall be construed and governed in accordance with the internal laws of the State of New Jersey, without giving effect to principles of conflicts of law.

7. This instrument may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

[*signatures on following page*]

IN WITNESS WHEREOF, this Assignment and Assumption Agreement has been executed as of the date and year first above written.

WITNESS:

By:_____

Printed Name:_____

Date:_____

THE MEADOWS AT MANSFIELD, LLC

By:_____

Printed Name: _____

Date:_____

WITNESS:

By:_____

Printed Name:_____

Date:_____

NEW JERSEY AMERICAN WATER COMPANY

By:_____

Printed Name:_____

Date:_____

DISCLOSURE SCHEDULES

TO

ASSET PURCHASE AGREEMENT

by and between

The Meadows at Mansfield, LLC,

a New Jersey limited liability company

as Seller

and

New Jersey American Water Company,

a New Jersey corporation

as NJAW

dated as of

_____, 2025

PREAMBLE

These Disclosure Schedules ("**Disclosure Schedules**") are the Sellers' Disclosure Schedules referenced in and are being provided pursuant to and concurrently with the execution and delivery of the Asset Purchase Agreement (the "**Agreement**") dated as of _____, 2025, by and between The Meadows at Mansfield, LLC a New Jersey limited liability company having a mailing address of 1200 Sunnyview Oval, Keasbey, NJ 08832-1049, ("**Seller**"), and New Jersey American Water Company, a corporation organized and existing under the laws of New Jersey, with a business address 1 Water Street, Camden, NJ 08102 ("**NJAW**"). Any capitalized term used herein but not defined herein shall have the same meaning ascribed to such term in the Agreement.

These Disclosure Schedules set forth items which are disclosed either in response to an express disclosure requirement under the Agreement or as an exception to one or more representations or warranties contained in the Agreement. The disclosure of any item in any section or subsection of these Disclosure Schedules shall qualify other sections and subsections of these Disclosure Schedules where it should be reasonably apparent that such disclosure relates to other such sections and subsections.

No reference to or disclosure of any item or other matter in these Disclosure Schedules shall be construed as an admission or indication by the Seller that such item or other matter is material (unless as otherwise expressly provided in the Agreement) or that such item or other matter is required to be referred to or disclosed in these Disclosure Schedules. The information set forth in these Disclosure Schedules is disclosed solely for the purposes of the Agreement, and no information set forth herein shall be deemed to be an admission by any party thereto to any third party of any matter whatsoever, including any violation of Applicable Laws or breach of any Contract.

Headings and subheadings used in these Disclosure Schedules have been inserted herein for convenience only and shall not have the effect of amending or changing the express language of the corresponding sections or subsections in the Agreement.

The attachments to these Disclosure Schedules form an integral part of these Disclosure Schedules and are incorporated by reference for all purposes as if set forth fully herein.

Table of Disclosure Schedules

Schedule 1.0 – Service Area Map

Schedule 1.4 – List of Excluded Assets

Schedule 2.4 – Seller Outstanding Indebtedness

Schedule 3.2(a) – Seller Closing Deliveries

Schedule 3.2(b) – NJAW Closing Deliveries

Schedule 5.1(b) – Assets Subject to Leasehold Interest

Schedule 5.1(i) – Undisclosed Liabilities

Schedule 5.1(k)(i) – Easements and Rights of Way

Schedule 5.1(k)(ii) – Options and Rights of First Refusal

Schedule 5.1(k)(iii) – Taxes and Assessments

Schedule 5.1(k)(iv) – Necessary Repairs to Real Property

Schedule 5.1(l) – Litigation

Schedule 5.1(o) – Violations of Law

Schedule 5.1(p) – Permits

Schedule 5.1(q)(iv) – Environmental Conditions

Schedule 1.0

Service Area Map

See attached.

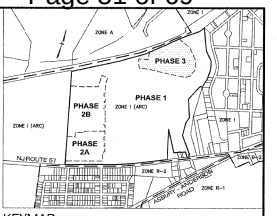
LINE TABLE		
LINE	BEARING	LENGTH
L-1	N 12°10'58" W	1870.21'
L-2	N 61°57'10" E	783.88'
L-3	N 54°28'40" E	143.49'
L-4	N 84°21'48" E	177.31'
L-5	N 33°39'06" E	111.76'
L-6	S 27°11'40" E	460.91'
L-7	S 41°29'50" E	325.20'
L-8	S 14°23'50" E	124.00'
L-9	S 04°05'50" E	73.00'
L-10	S 03°12'10" W	198.50'
L-11	S 19°03'10" W	203.00'
L-12	N 78°52'50" W	41.08'
L-13	S 26°52'10" W	343.50'
L-14	S 18°05'50" E	374.50'
L-15	S 19°09'10" W	113.00'
L-16	S 01°02'40" E	288.39'
L-17	S 38°33'40" E	405.27'
L-18	S 62°58'10" W	18.00'
L-19	S 29°31'50" E	47.95'
L-20	S 67°18'50" W	46.10'
L-21	N 30°53'09" W	112.48'
L-22	S 87°17'20" W	72.00'
L-23	S 65°36'10" W	27.00'
L-24	N 28°44'50" W	11.64'
L-25	S 69°36'10" W	130.00'
L-26	N 28°44'50" W	480.00'
L-27	S 13°10'10" E	503.18'
L-28	S 67°15'39" W	705.64'
L-29	S 74°12'39" W	479.49'
L-30	S 73°32'39" W	423.59'
L-31	N 09°23'50" W	155.38'
L-32	S 19°06'50" E	50.00'
L-33	S 19°20'54" E	134.33'
L-34	N 78°37'36" E	144.08'
L-35	N 86°36'10" E	600.02'
L-36	N 57°00'00" E	113.34'
L-37	N 19°00'00" E	170.69'
L-38	N 14°00'00" W	150.94'
L-39	N 39°23'50" W	283.86'
L-40	N 68°24'48" W	279.04'

CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHD BRG	CHD DIST
C-1	11362.43'	241.34'	1°13'09"	N 61°19'49" E	241.34'
C-2	6960.29'	514.46'	4°13'00"	N 59°36'40" E	514.33'
C-3	4299.33'	882.04'	11°45'00"	N 50°36'10" E	881.39'
C-4	2331.90'	342.09'	8°24'00"	N 70°44'29" E	342.40'
C-5	2331.90'	65.14'	1°36'06"	N 74°37'12" E	90.14'
C-6	4299.33'	101.65'	1°21'17"	N 55°46'31" E	101.64'
C-7	4299.33'	663.64'	8°50'48"	N 50°42'29" E	663.15'
C-8	4299.33'	117.46'	1°33'55"	N 45°30'07" E	117.45'
C-9	725.00'	183.13'	14°28'20"	S78°07'21"W	182.64'

PROPERTY OWNERS LIST WITHIN 200 FEET OF PROPERTY

CERTIFIED LIST FOR BLOCK 1501 LOT9.48

BLOCK	LOT	QUAL	CLA	PROPERTY OWNER	PROPERTY LOCATION
1501	9.01		1	THE MEADOWS AT MANSFIELD LLC 1200 SUNNYVIEW OVAL MGT KEASBEY, NJ 08832	ROUTE 57
1501	9.111		1	THE MEADOWS AT MANSFIELD LLC 1200 SUNNYVIEW OVAL MGT KEASBEY, NJ 07045	ROUTE 57
601.03	55.02		15C	WARREN COUNTY BOARD OF CHOSEN FREE ADMIN BLDG 165 RT 519 S BELVIDERE, NJ 07823	REAR ROUTE 57
601.03	55		15C	MANSFIELD TOWNSHIP 105 PORT MURRAY RD PORT MURRAY, NJ 07865	ROUTE 57



KEYMAP

SCALE: N.T.S.

NOTES

1. Boundary information taken from "Survey Of Property, Lot 9.01, Block 1501, 655 Route 57, Township of Mansfield, Warren County, New Jersey" Prepared by DPK Consulting, Dated October 17, 2016, Last Revised October 24, 2016.
2. Wetlands line was delineated by Environmental Technology Inc. & located by Ronald Hoffing & Associates of Clinton NJ. "Wetlands Map" Dated 12/21/01, and last revised 09/24/02. The Wetland Line was confirmed by NJDEP LOI No. 2115-02-0001.1.
3. The property is located in Flood Zone A. FEMA Flood Insurance Map 34041C0243E, Dated 9/29/2011.
4. All proposed roadways and easements depicted hereon are hereby offered for dedication to Mansfield Township unless otherwise noted.
5. A blanket easement (one for each lot) for maintenance of utilities and retaining walls shall be reserved for the Homeowners Association.
6. Sight triangle easements are hereby offered for dedication to Mansfield Township. No structures higher than 30" above grade shall be located within sight triangles unless depicted hereon. All vegetation shall be maintained lower than 30" within sight triangles.
7. Sanitary Sewer pump station easements and access easements are for the benefit of the Water Reclamation Facilities operator.
8. Street tree easements are hereby offered for dedication to Mansfield Township.
9. Iron pins shall be installed at all lot corners.
10. There are 45 Building Lots in Phase 3.
11. Total Pre-Subdivision Lot Area Lot 9.48, Block 1501 is 551,451 SF, 12.660 AC.
12. 50' Drainage Easement along the rear of Lots 9.73, 9.74, 9.75, 9.76, 9.77, 9.78, 9.79, 9.80, 9.82 and 9.83 shall be reserved for the Homeowners Association.

THE UNDERSIGNED, HAVING INTEREST IN TITLE OF PROPERTY COVERED BY THIS SUBDIVISION MAP, HEREBY CONSENTS TO THE RUNS OF THIS MAP IN THE OFFICE OF THE COUNTY CLERK.

WILLIAM HOTZ — DATE 1/22/25

THE MEADOWS AT MANSFIELD, LLC IS THE EQUITABLE OWNER OF THE LANDS SUBDIVIDED BY THIS MAP. THE UNDERSIGNED CERTIFIES THAT HE IS AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY DESIGNATED BELOW AND CERTIFIES THAT THE COMPANY HAVING AN INTEREST IN THE TITLE OF THE PROPERTY COVERED BY THIS SUBDIVISION MAP, HEREBY CONSENTS TO THE FILING OF THIS MAP IN THE OFFICE OF THE WARREN COUNTY CLERK.

WILLIAM HOTZ — DATE 1/22/25
THE MEADOWS AT MANSFIELD, LLC
1200 SUNNYVIEW OVAL
KEASBEY, NJ 08832-1049

STATE OF NEW JERSEY, COUNTY OF WARREN

I CERTIFY THAT ON _____ WILLIAM HOTZ CAME BEFORE ME AND THIS PERSON ACKNOWLEDGED, UNDER OATH, TO MY SATISFACTION THAT:
A) THIS PERSON IS NAMED IN AND PERSONALLY SIGNED THE ATTACHED DOCUMENT AND
B) SIGNED AND DELIVERED THIS DOCUMENT AS THE ACT AND DEED OF THE MEADOWS AT MANSFIELD, LLC.

SIGNED AND SWORN BEFORE ME ON 1/22/25

KOREN M. ZUR — DATE 1/22/25
NOTARY PUBLIC

KOREN M. ZUR
NOTARY PUBLIC OF NEW JERSEY
My Commission # 50166106
My Commission Expires 04/30/2030

The monuments shown on this map shall be set within as the time limit provided in the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.) or local ordinance.

I certify that a bond has been given to the Township of Mansfield, guaranteeing the satisfy setting of the monuments shown on this map and so designated.

Wendy Gamba — Date 2/3/25
Township Clerk of the Township of Mansfield

I have carefully examined this map and to the best of my knowledge and belief find that it conforms with the provisions of the "Map Filing Law" resolution of approval and applicable municipal ordinances and requirements.

Paul W. Reclaire, Professional Engineer — Date 2/3/25
PE Lic. No. GE52400
Township Engineer

Application approved by the Planning Board of the Township of Mansfield as a major subdivision.

Robert Jewell — Date
Chairperson Class II

Date
Secretary of Planning Board

I hereby certify that to the best of my knowledge and belief this map and land survey dated July 24, 2024 meet the minimum survey detail requirements of the State Board of Professional Engineers and Land Surveyors and the map has been made under my supervision, and complies with the "map filing law" and that the outbound corner markers as shown have been found, or set.

WAYNE J. INGRAM, P.E., P.L.S., P.P.
PROFESSIONAL ENGINEER & LAND SURVEYOR, NEW JERSEY LIC. NO. 24GB042582

WARREN COUNTY APPROVAL

FILE NO. 24-005
This subdivision has been reviewed and approved by the Warren County Planning Department for filing with the Warren County Clerks Office pursuant to R.S. 40:27-6.5

Planning Director — Date 3/11/25

OWNER
THE MEADOWS AT MANSFIELD, LLC
1200 SUNNYVIEW OVAL
KEASBEY, NJ 08832-1049

LEGEND
- IRON PIPE OR BAR FOUND
- MONUMENT SET
- RAILROAD RAIL MONUMENT FOUND
- MONUMENT TO BE SET
- TREE FOUND
- WETLANDS LINE
- 100YEAR FLOODPLAIN LINE

No	Date	Revision	Revised By	Checked By

SCALE IN FEET: 120 0 120 240

FRENCH & PARRELLO ASSOCIATES
Hackettstown Office: 700 Grand Avenue, Unit 5A, Hackettstown, NJ 07840, 908.850.0917
FPAengineers.com
New Jersey • New York • Pennsylvania • Georgia

WAYNE J. INGRAM, P.E., P.L.S., P.P.
PROFESSIONAL ENGINEER & LAND SURVEYOR, NEW JERSEY LIC. NO. 24GB042582

FINAL MAP OF MEADOWS AT MANSFIELD - PHASE 3

LOT 9.48 BLOCK 1501
ROUTE 57
TOWNSHIP OF MANSFIELD
WARREN COUNTY NEW JERSEY

DATE:	DESIGNED BY:	SCALE:	PROJECT NUMBER:
JULY 12, 2024	SKW	AS NOTED	10969.005
DRAWN BY:	CHECKED BY:	FIELD BOOK:	SHEET:
SKW	WJI		1 of 2

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Schedule 1.4

List of Excluded Assets

None.

Schedule 2.4

Seller Outstanding Indebtedness

None.

Schedule 3.2(a)

Seller Closing Deliveries

To be completed prior to Closing.

Schedule 3.2(b)

NJAW Closing Deliveries

To be completed prior to Closing.

Schedule 5.1(b)

Assets Subject to Leasehold Interest

None.

Schedule 5.1(i)

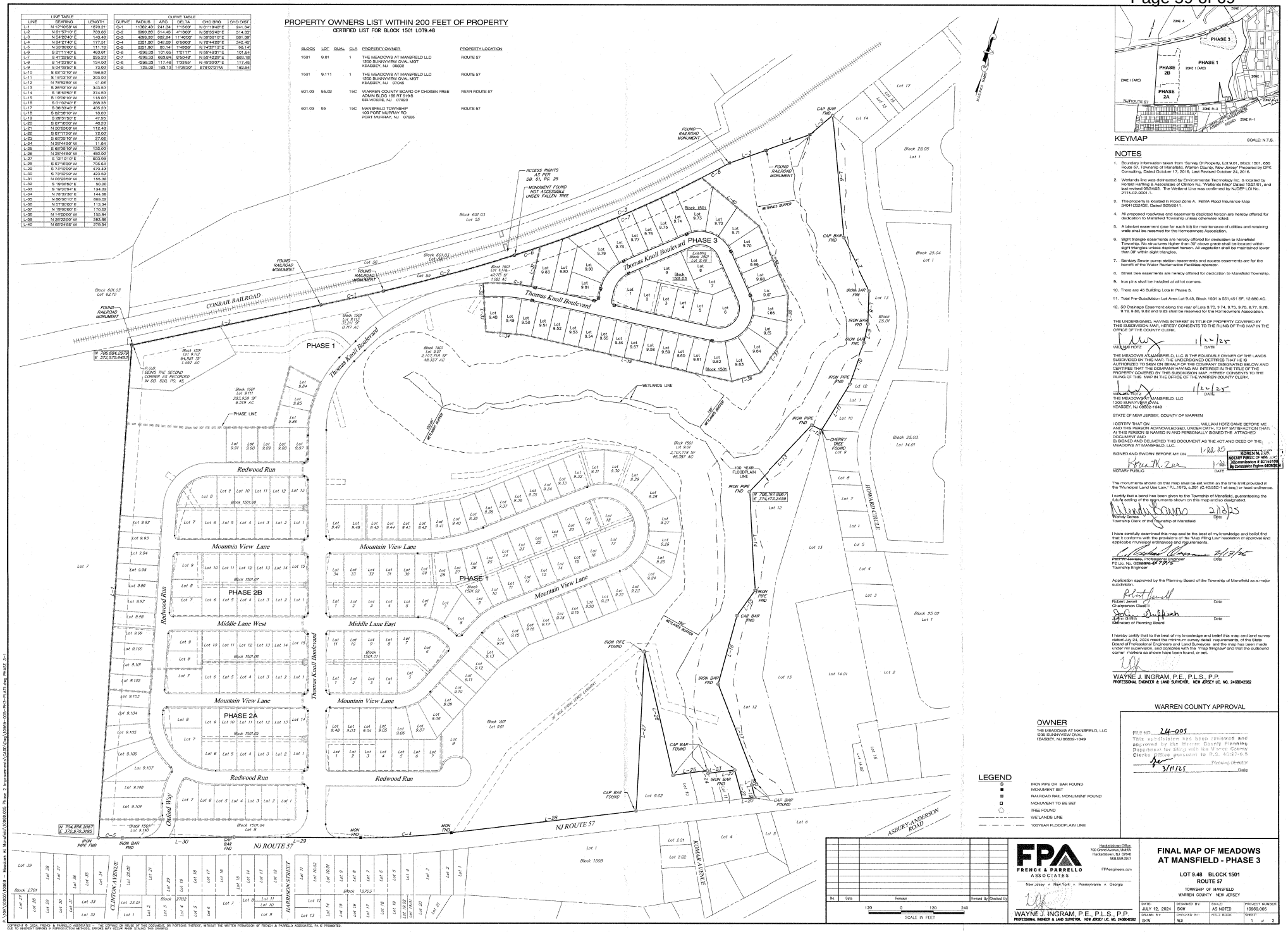
Undisclosed Liabilities

None.

Schedule 5.1(k)(i)

Easements and Rights of Way

Easements and Rights of Way as shown on final plat dated July 12, 2024 by French & Parrello Associates, approved by Warren County Planning Commission on March 11, 2025. Copy attached.



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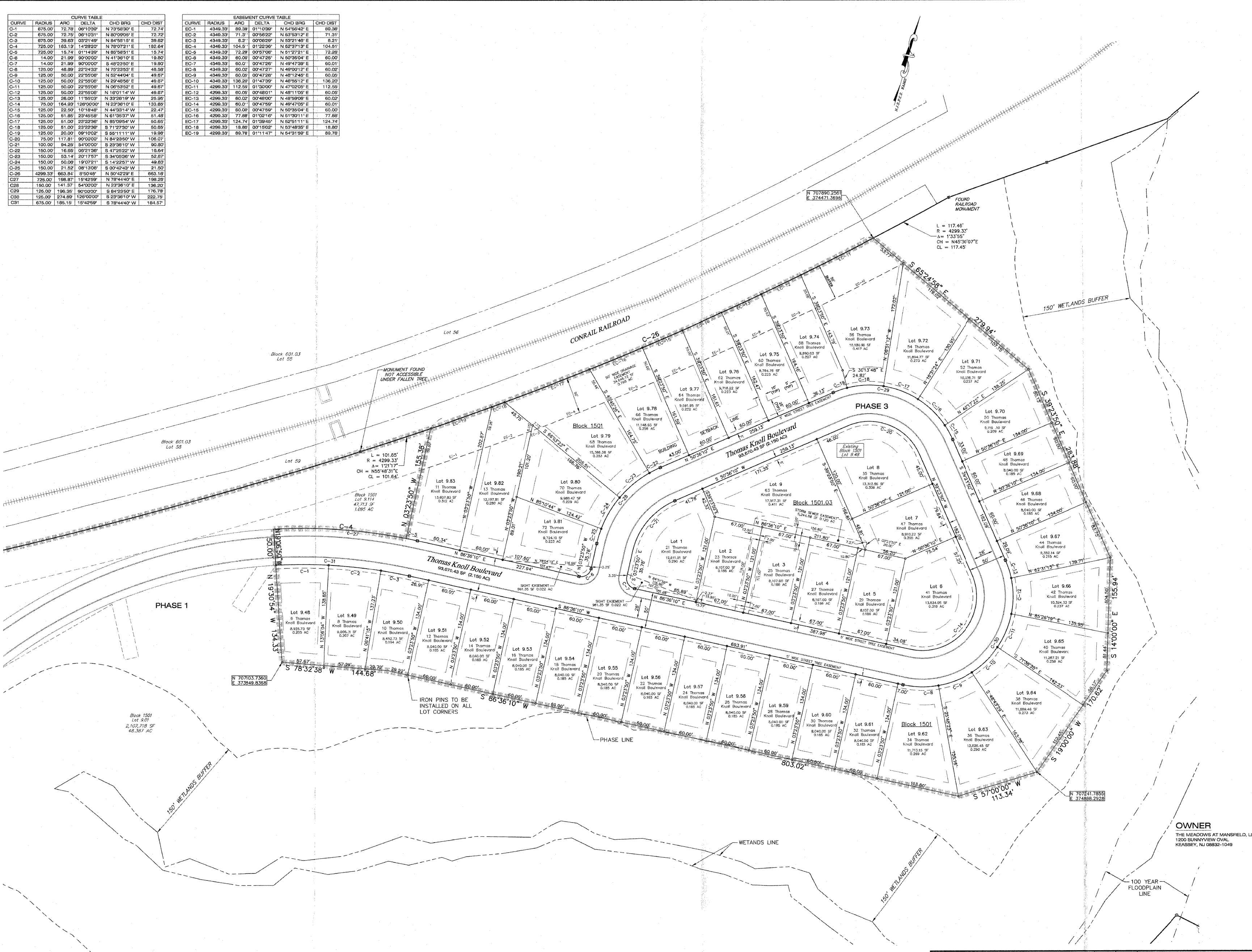
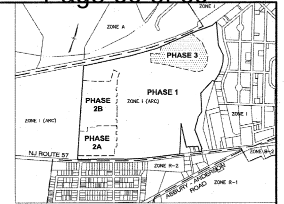
CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHD BRG	CHD DIST
C-1	675.00'	72.78'	06°10'39"	N 73°58'30" E	72.74'
C-2	675.00'	72.75'	06°10'31"	N 80°09'05" E	72.72'
C-3	675.00'	39.63'	03°21'49"	N 84°55'15" E	39.62'
C-4	725.00'	183.13'	14°28'20"	N 78°07'21" E	182.64'
C-5	725.00'	15.74'	01°14'39"	N 85°58'51" E	15.74'
C-6	14.00'	21.99'	90°00'00"	N 41°36'10" E	19.80'
C-7	14.00'	21.99'	90°00'00"	S 48°23'50" E	19.80'
C-8	125.00'	48.89'	22°24'33"	N 75°23'53" E	48.58'
C-9	125.00'	50.00'	22°55'06"	N 52°44'04" E	49.67'
C-10	125.00'	50.00'	22°55'06"	N 29°48'58" E	49.67'
C-11	125.00'	50.00'	22°55'06"	N 06°53'52" E	49.67'
C-12	125.00'	50.00'	22°55'06"	N 16°01'14" W	49.67'
C-13	125.00'	26.00'	11°55'03"	N 33°26'19" W	25.95'
C-14	75.00'	164.93'	126°00'00"	N 23°36'10" E	133.65'
C-15	125.00'	22.50'	10°18'48"	N 44°33'14" W	22.47'
C-16	125.00'	51.85'	23°45'58"	N 61°35'37" W	51.48'
C-17	125.00'	51.00'	23°22'36"	N 85°09'54" W	50.65'
C-18	125.00'	51.00'	23°22'36"	S 71°27'30" W	50.65'
C-19	125.00'	20.00'	09°10'02"	S 55°11'11" W	19.98'
C-20	75.00'	117.81'	90°00'00"	N 84°23'50" W	106.07'
C-21	100.00'	94.25'	54°00'00"	S 23°36'10" W	90.80'
C-22	150.00'	16.65'	06°21'36"	S 47°25'22" W	16.64'
C-23	150.00'	53.14'	20°17'57"	S 34°05'36" W	52.87'
C-24	150.00'	50.06'	19°07'21"	S 14°22'57" W	49.83'
C-25	150.00'	21.52'	08°13'06"	S 00°42'43" W	21.50'
C-26	4299.33'	663.84'	8°50'48"	N 50°42'29" E	663.18'
C27	725.00'	198.87'	15°42'59"	N 78°44'40" E	198.25'
C28	150.00'	141.37'	54°00'00"	N 23°36'10" E	136.20'
C29	125.00'	196.35'	90°00'00"	S 84°23'50" E	176.78'
C30	125.00'	274.89'	126°00'00"	S 23°36'10" W	222.75'
C31	675.00'	185.15'	15°42'59"	S 78°44'40" W	184.57'

EASEMENT CURVE TABLE					
CURVE	RADIUS	ARC	DELTA	CHD BRG	CHD DIST
EC-1	4349.33'	89.38'	01°10'39"	N 54°56'42" E	89.38'
EC-2	4349.33'	71.3''	00°56'22"	N 53°53'12" E	71.31'
EC-3	4349.33'	8.2''	00°06'29"	N 53°21'46" E	8.21'
EC-4	4349.33'	104.5''	01°22'36"	N 52°37'13" E	104.51'
EC-5	4349.33'	72.29'	00°57'08"	N 51°27'21" E	72.28'
EC-6	4349.33'	60.00'	00°47'25"	N 50°35'04" E	60.00'
EC-7	4349.33'	60.0''	00°47'26"	N 49°47'39" E	60.01'
EC-8	4349.33'	60.02'	00°47'27"	N 49°00'12" E	60.02'
EC-9	4349.33'	60.05'	00°47'28"	N 48°12'45" E	60.05'
EC-10	4349.33'	136.20'	01°47'39"	N 46°55'12" E	136.20'
EC-11	4299.33'	112.55'	01°30'00"	N 47°02'05" E	112.55'
EC-12	4299.33'	60.05'	00°48'01"	N 48°11'05" E	60.05'
EC-13	4299.33'	60.02'	00°48'00"	N 48°59'06" E	60.02'
EC-14	4299.33'	60.0''	00°47'59"	N 49°47'05" E	60.01'
EC-15	4299.33'	60.00'	00°47'59"	N 50°35'04" E	60.00'
EC-16	4299.33'	77.88'	01°02'16"	N 51°30'11" E	77.88'
EC-17	4299.33'	124.74'	01°39'45"	N 52°51'11" E	124.74'
EC-18	4299.33'	18.80'	00°15'02"	N 53°48'35" E	18.80'
EC-19	4299.33'	89.78'	01°11'47"	N 54°31'59" E	89.78'





KEYMAP SCALE: N.T.S.

NOTES

1. Boundary information taken from "Survey Of Property, Lot 9.01, Block 1501, 655 Route 57, Township of Mansfield, Warren County, New Jersey" Prepared by DPK Consulting, Dated October 17, 2016, Last Revised October 24, 2016.
2. Wetlands line was delineated by Environmental Technology Inc. & located by Ronald Haffling & Associates of Clinton NJ, "Wetlands Map" Dated 12/21/01, and last revised 09/24/02. The Wetland Line was confirmed by NJDEP LOI No. 2116-02-0001.1.
3. The property is located in Flood Zone A. FEMA Flood Insurance Map 34041C0243E, Dated 9/29/2011.
4. All proposed roadways and easements depicted hereon are hereby offered for dedication to Mansfield Township unless otherwise noted.
5. A blanket easement (one for each lot) for maintenance of utilities and retaining walls shall be reserved for the Homeowners Association.
6. Sight triangle easements are hereby offered for dedication to Mansfield Township. No structures higher than 30" above grade shall be located within sight triangles unless depicted hereon. All vegetation shall be maintained lower than 30" within sight triangles.
7. Sanitary Sewer pump station easements and access easements are for the benefit of the Water Reclamation Facilities operator.
8. Street tree easements are hereby offered for dedication to Mansfield Township.
9. Iron pins shall be installed at all lot corners.
10. There are 45 Building Lots in Phase 3.
11. Total Pre-Subdivision Lot Area Lot 9.48, Block 1501 is 551,451 SF, 12.660 AC.
12. 50' Drainage Easement along the rear of Lots 9.73, 9.74, 9.75, 9.76, 9.77, 9.78, 9.79, 9.80, 9.82 and 9.83 shall be reserved for the Homeowners Association.

THE UNDERSIGNED, HAVING INTEREST IN TITLE OF PROPERTY COVERED BY THIS SUBDIVISION MAP, HEREBY CONSENTS TO THE FILING OF THIS MAP IN THE OFFICE OF THE COUNTY CLERK.

WILLIAM HOTZ — DATE 1/22/25

THE MEADOWS AT MANSFIELD, LLC IS THE EQUITABLE OWNER OF THE LANDS SUBDIVIDED BY THIS MAP. THE UNDERSIGNED CERTIFIES THAT HE IS AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY DESIGNATED BELOW AND CERTIFIES THAT THE COMPANY HAVING AN INTEREST IN THE TITLE OF THE PROPERTY COVERED BY THIS SUBDIVISION MAP, HEREBY CONSENTS TO THE FILING OF THIS MAP IN THE OFFICE OF THE WARREN COUNTY CLERK.

WILLIAM HOTZ — DATE 1/22/25
THE MEADOWS AT MANSFIELD, LLC
1200 SUNNYVIEW OVAL
KEASBEY, NJ 08832-1049

STATE OF NEW JERSEY, COUNTY OF WARREN

I CERTIFY THAT ON ______________ WILLIAM HOTZ CAME BEFORE ME AND THIS PERSON ACKNOWLEDGED, UNDER OATH, TO MY SATISFACTION THAT:
A) THIS PERSON IS NAMED IN AND PERSONALLY SIGNED THE ATTACHED DOCUMENT AND
B) SIGNED AND DELIVERED THIS DOCUMENT AS THE ACT AND DEED OF THE MEADOWS AT MANSFIELD, LLC.

SIGNED AND SWORN BEFORE ME ON 1-22-25

Koren M. Zur — NOTARY PUBLIC — DATE 1-22-25

KOREN M. ZUR
NOTARY PUBLIC OF NEW JERSEY
Commission # 50158109
My Commission Expires 04/20/2026

The monuments shown on this map shall be set within an the time limit provided in the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.) or local ordinance.

I certify that a bond has been given to the Township of Mansfield, guaranteeing the future setting of the monuments shown on this map and so designated.

Wendy Barras — Date 2/13/25
Township Clerk of the Township of Mansfield

I have carefully examined this map and to the best of my knowledge and belief find that it conforms with the provisions of the "Map Filing Law" resolution of approval and applicable municipal ordinances and requirements.

~~Paul W. Ferriero~~, Professional Engineer — Date 2/13/25
PE Lic. No. G~~E52079~~ 41795
Township Engineer

Application approved by the Planning Board of the Township of Mansfield as a major subdivision.

Robert Jewell — Date
Chairperson Class II

JoAnn Griffith — Date
Secretary of Planning Board

I hereby certify that to the best of my knowledge and belief this map and land survey dated July 24, 2024 meet the minimum survey detail requirements, of the State Board of Professional Engineers and Land Surveyors and the map has been made under my supervision, and complies with the "map filing law" and that the outbound corner markers as shown have been found, or set.

WAYNE J. INGRAM, P.E., P.L.S., P.P.
PROFESSIONAL ENGINEER & LAND SURVEYOR, NEW JERSEY LIC. NO. 24GB042582

WARREN COUNTY APPROVAL

FILE NO. 24-005
This subdivision has been reviewed and approved by the Warren County Planning Department for filing with the Warren County Clerks Office pursuant to R.S. 40:27-6.5
______ Planning Director
3/11/25 Date

LEGEND

- IRON PIPE OR BAR FOUND
- MONUMENT SET
- RAILROAD RAIL MONUMENT FOUND
- MONUMENT TO BE SET
- PIN TO BE SET
- TREE FOUND
- WETLANDS LINE
- 100 YEAR FLOODPLAIN LINE

No.	Date	Revision	Revised By	Checked By

50 0 50 100
SCALE IN FEET

FPA FRENCH & PARRELLO ASSOCIATES
New Jersey ▲ New York ▲ Pennsylvania ▲ Georgia
Hackettstown Office: 700 Grand Avenue, Unit 5A Hackettstown, NJ 07840 908.850.0977
FPAengineers.com

WAYNE J. INGRAM, P.E., P.L.S., P.P.
PROFESSIONAL ENGINEER & LAND SURVEYOR, NEW JERSEY LIC. NO. 24GB042582

FINAL MAP OF MEADOWS AT MANSFIELD - PHASE 3

LOT 9.48 BLOCK 1501
ROUTE 57
TOWNSHIP OF MANSFIELD
WARREN COUNTY NEW JERSEY

DATE:	DESIGNED BY:	SCALE:	PROJECT NUMBER:
JULY 12, 2024	SKW	AS NOTED	10969.005
DRAWN BY:	CHECKED BY:	FIELD BOOK	SHEET:
SKW	WJI		2 of 2

P:\10K\10900\10969 – Meadows At Mansfield\10969.005 Phase 2 Improvements\CADD\Dwg\10969-005-PH3-PLAT1.dwg PHASE 3-2
COPYRIGHT © 2024, FRENCH & PARRELLO ASSOCIATES – THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, WITHOUT THE WRITTEN PERMISSION OF FRENCH & PARRELLO ASSOCIATES, PA IS PROHIBITED. DUE TO INHERENT ERRORS IN REPRODUCTION METHODS, ERRORS MAY OCCUR WHEN SCALING THIS DRAWING

Schedule 5.1(k)(ii)

Options and Rights of First Refusal

None.

Schedule 5.1(k)(iii)

Taxes and Assessments

None.

Schedule 5.1(k)(iv)

Necessary Repairs to Real Property

None.

Schedule 5.1(l)

Litigation

None.

Schedule 5.1(o)

Violations of Law

Accidental discharge. NJDEP investigated and assessed fine for Total Nitrogen exceedance (Case No: 25-10-06-1452-26).

Schedule 5.1(p)

Permits

NPDES Permit (attached)

TWA Permit (attached)

NEW JERSEY POLLUTANT DISCHARGE ELIMINATION SYSTEM

The New Jersey Department of Environmental Protection hereby grants you a NJPDES permit for the facility/activity named in this document. This permit is the regulatory mechanism used by the Department to help ensure your discharge will not harm the environment. By complying with the terms and conditions specified, you are assuming an important role in protecting New Jersey's valuable water resources. Your acceptance of this permit is an agreement to conform with all of its provisions when constructing, installing, modifying, or operating any facility for the collection, treatment, or discharge of pollutants to waters of the state. If you have any questions about this document, please feel free to contact the Department representative listed in the permit cover letter. Your cooperation in helping us protect and safeguard our state's environment is appreciated.

Permit Number: NJ0145564
P.I. ID#: 203039
Final: Ground Water Renewal Permit Action

Permittee:

Meadows at Mansfield, L.L.C.
10 Peapack Road
Far Hills, NJ 07931

Co-Permittee:

Property Owner:

Meadows at Mansfield, L.L.C.
10 Peapack Road
Far Hills, NJ 07931

Location Of Activity:

Meadows at Mansfield
Route 57
Mansfield Township, Warren County

Authorization(s) Covered Under This Approval	Issuance Date	Effective Date	Expiration Date
GW - Discharge to Groundwater {R – Infiltration/Percolation Lagoon - Sanitary	12/27/2019	01/01/2020	12/31/2024

By Authority of:
Commissioner's Office

DEP AUTHORIZATION
Ron Bannister, P.G., Section Chief
Bureau of Nonpoint Pollution Control
Division of Water Quality

(Terms, conditions and provisions attached hereto)

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Water Quality
Municipal Finance and Construction Element
P.O. Box 420, Mail Code 401-03D
Trenton, NJ 08625-0420
Fax: (609) 633-8165
www.state.nj.us/dep/dwq

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

APR 0 6 2016

Meadows at Mansfield LLC
P.O. Box 955
Far Hills, NJ 07931

Re: Treatment Works Approval No. 16-0034
Meadows at Mansfield Plant
Mansfield Twp, Warren County

Gentlemen:

There is enclosed a Treatment Works Approval issued to you pursuant to Title 58 of the Revised Statutes of New Jersey and in consideration of your application received on 02/10/2016 signed by William Hotz, Member, and David Smith, P.E.

This approval is valid for a period of two (2) years from the issuance date, unless otherwise stated in the attached approval document. This approval shall expire unless building, installing or modifying of the treatment works has begun within the initial approval period. Treatment works approvals may be extended beyond the original two year approval date, to a maximum period of five years from the original issuance date, in accordance with the terms and conditions contained in N.J.A.C. 7:14A-22.12. A time extension request must be received by the Department prior to the permit's expiration date. Time extension requests shall be submitted to the Bureau of Environmental, Engineering & Permitting (BEEP) at the address noted in the heading of this letter.

Within 30 days of completion of the treatment works approved herein, the permittee shall submit an executed Form WQM005 (Certification for Approval by Professional Engineer) to BEEP, as indicated in the Treatment Works Approval under Part II - "General Conditions for Treatment Works Approvals", Section B. Note that for indirect dischargers, the submitted WQM005 form must also be executed by the receiving sewage treatment plant.

If you have any questions regarding the permit, please contact Christian Hoffman, Jr., P.E. of this office by calling (609) 984-4429.

Sincerely,

James Pontoriero, Supervisor
Bureau of Environmental, Engineering & Permitting

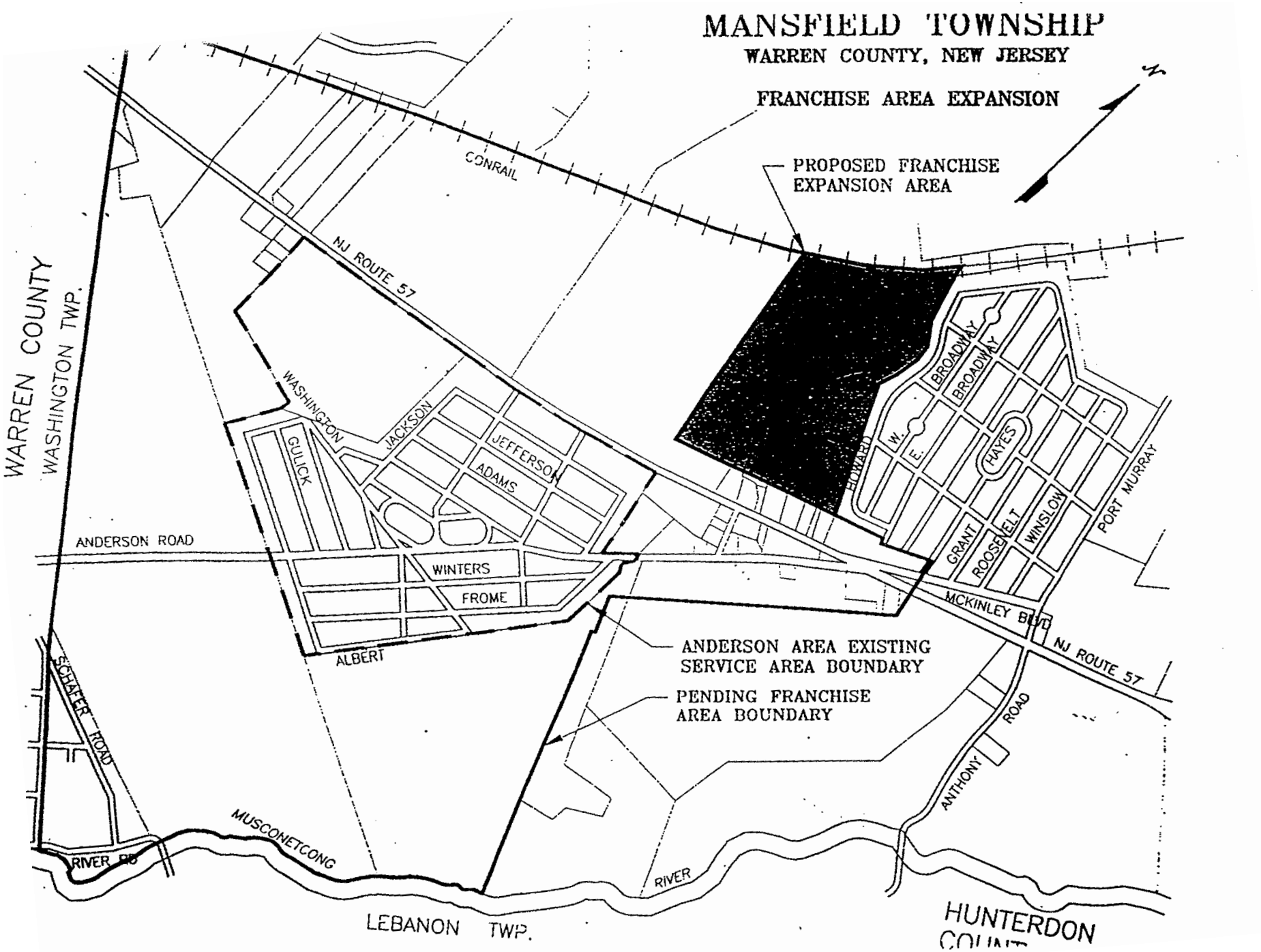
16-0034
Enclosure
cc: Natural Systems Utilities
Mansfield Twp

Schedule 5.1(q)(iv)

Environmental Conditions

None.

Exhibit 6


MANSFIELD TOWNSHIP
WARREN COUNTY, NEW JERSEY
FRANCHISE AREA EXPANSION
PROPOSED FRANCHISE EXPANSION AREA
CONRAIL
NJ ROUTE 57
WARREN COUNTY
WASHINGTON TWP.
WASHINGTON
JACKSON
JEFFERSON
ADAMS
GULICK
ANDERSON ROAD
WINTERS
FROME
ALBERT
HOWARD
W.
E.
BROADWAY
BROADWAY
HAYES
GRANT
ROOSEVELT
WINSLOW
PORT MURRAY
MCKINLEY BLVD
NJ ROUTE 57
ANDERSON AREA EXISTING SERVICE AREA BOUNDARY
PENDING FRANCHISE AREA BOUNDARY
SCHAFER ROAD
ANTHONY
ROAD
MUSCONETCONG
RIVER
RIVER
LEBANON TWP.
HUNTERDON

RATE SCHEDULE 6-A
GENERAL METERED SERVICE
STATEWIDE COLLECTION AND TREATMENT AREAS

APPLICABILITY FOR GENERAL METERED WASTEWATER SERVICE CUSTOMERS
Applicable to all general metered wastewater service customers located in the Company's Tewksbury System (Pottersville - service area of the former Valley Road Sewerage Company) in the Township of Tewksbury in Hunterdon County, Service Areas noted as (A) and (B), formerly served by Applied Wastewater Management, Inc. ("Applied"), on Sheet No. 44 (COWS and Homestead) who receive volume-based water service billings from NJAWC, and the Mansfield Warehousing Area. The Company's charge for wastewater service shall consist of the total of the Fixed Service Charge, a Volumetric Wastewater Charge, the Special Program Charge (SPC) as shown on Rate Schedule O-3, the Resiliency and Environmental System Investment Charge (RESIC) as shown on Rate Schedule O-5, and the Wastewater System Improvement Charge (WSIC) as shown on Rate Schedule 9-A.1.

RATES

FIXED SERVICE CHARGE – GENERAL METERED WASTEWATER CUSTOMERS
All wastewater service customers shall pay a Fixed Service Charge as indicated below, in addition to the Volumetric Wastewater Charge, if any.

	RATE PER MONTH
Non-Exempt	$65.68

VOLUMETRIC WASTEWATER CHARGE – GENERAL METERED WASTEWATER CUSTOMERS
The volume of wastewater use is assumed to equal water meter registration. See Standard Terms and Conditions – Wastewater, Sheet No. 23, for an explanation of how monthly Volumetric Wastewater Charges are calculated.

	Gallons Per Month	Rate Per 100 Gallons	Rate Per 1,000 Gallons
Non-Exempt	All	$0.78090	$7.8090

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

TERMS OF PAYMENT
Valid bills for service furnished under this schedule will be rendered monthly in arrears 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.

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