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April 4, 2025

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Hon. Sherri L. Golden
Secretary to the Board
New Jersey Board of Public Utilities
44 South Clinton Street, 1st Floor
P.O. Box 350
Trenton, NJ 08625

**RE: In the Matter of the Petition of New Jersey-American Water Company Inc.
For: (1) Approval of its Agreement with Hopewell Borough, Mercer County,
New Jersey for the Purchase and Sale of Water System; (2) A Determination
That the Purchase Price is Reasonable; (3) A Determination That the
Transaction Costs are Reasonable; And (4) For Such Other Approval as May
Be Necessary to Complete the Proposed Transaction**

Dear Secretary Golden:

Enclosed for filing is a verified Petition on behalf of New Jersey-American Water Company, Inc. in connected with the 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 addition information.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Christine Soares'.

Christine Soares, Esq.

CS/el

Enclosure

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

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

**IN THE MATTER OF THE PETITION OF NEW
JERSEY-AMERICAN WATER COMPANY, INC.
FOR: (1) APPROVAL OF ITS AGREEMENT WITH
HOPEWELL BOROUGH, MERCER COUNTY,
NEW JERSEY FOR THE PURCHASE AND SALE
OF WATER SYSTEM;(2) A DETERMINATION
THAT THE PURCHASE PRICE IS REASONABLE;
(3) A DETERMINATION THAT THE
TRANSACTION COSTS ARE REASONABLE;
AND (4) FOR SUCH OTHER APPROVALS AS
MAY BE NECESSARY TO COMPLETE THE
PROPOSED TRANSACTION**

PETITION

BPU DOCKET NO.:

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

I. PRELIMINARY STATEMENT

New Jersey-American Water Company, Inc. (“NJAWC”, the “Company” or “Petitioner”), a public utility corporation of the State of New Jersey, with its principal office at 1 Water Street, Camden, New Jersey 08102, hereby petitions the New Jersey Board of Public Utilities (“BPU”) for: (1) approval pursuant to the provisions of the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 *et seq.* (“WIPA”) of an agreement between Hopewell Borough, Mercer County, New Jersey (the “Borough”) and NJAWC (the “Agreement”); (2) a determination that the purchase price (the “Purchase Price”) pursuant to the Agreement is reasonable and thus the rate base of the Borough water system; (3) approval of NJAWC’s transaction, closing and transition costs (“Transaction Costs”) as reasonable and prudent and may be deferred for recovery in a future base rate case; and (4) such other approvals as may be necessary to complete the proposed transaction (the “Transaction”). This Petition is filed

pursuant to the provisions of WIPA and N.J.A.C. 14:1-5.10. In support thereof, Petitioner states as follows:

II. THE CONTRACTING PARTIES

1. NJAWC is a regulated, public utility corporation engaged in the production, treatment and distribution of water and collection and treatment of wastewater 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. NJAWC maintains its principal office at 1 Water Street Camden, New Jersey 08102. At the time of filing, NJAWC serves approximately 672,000 water and fire service customers and approximately 70,300 wastewater service customers within its service territory.

2. The Borough is a borough in Mercer County, New Jersey. The Borough was originally settled in 1703 and incorporated by the New Jersey Legislature on April 14, 1891. The governing body is comprised of the Mayor and the Borough Council. The 2020 United States Census counted 1,918 people in the Borough. The Borough owns and operates a potable water system (the “System”). Through the System, the Borough serves approximately 888 water service customers to its approximately 1,912 residents and approximately 89 commercial accounts, along with 41 connections in the Township of Hopewell.¹

¹ Hopewell Township will be granting NJAWC municipal consent to serve the portion of the township currently served by the Borough (NJAWC serves other portions of Hopewell Township through previous municipal consents granted and approved by the BPU). NJAWC will be seeking approval of that municipal consent in a separate docket.

III. BACKGROUND

3. In 2015, the State Legislature enacted WIPA, finding that proper maintenance and operation of water and wastewater systems is critical to protect public health, and that it is in the public interest for public water and wastewater systems facing challenges in doing so to be provided a feasible option to transfer, sell or lease their “assets to a capable private or public entity with the financial resources and expertise to improve management, operation, and continued maintenance of the assets.”²

4. WIPA establishes several steps necessary to effectuate the sale of the System pursuant to WIPA. These steps and the legal and historical background follow.

5. To effectuate a sale of the System pursuant to WIPA, the Borough was first required to determine that an emergent condition exists.³ N.J.S.A. 58:30-5 provides a listing of five emergent conditions, only one of which must be met to effectuate a sale pursuant to WIPA.

6. Under N.J.S.A. 58:30-5, in order to determine whether WIPA is applicable to the System, the Borough directed the Borough engineering firm of Ferriero Engineering, Inc. (“Ferriero”) to complete a water system asset management plan (“Asset Management Plan”).

7. In March 2024, Boswell Engineering (which acquired Ferriero during the pendency of the Asset Management Plan) completed its engineering analysis of the System and submitted the Asset Management Plan to the Borough. The Asset Management Plan is attached as Exhibit 1.

8. The Asset Management Plan found that the System met Emergent Condition No. 3 and Emergent Condition No. 5, which read as follows:

(3) There is a present deficiency or violation of maximum

² See N.J.S.A. 58:30-2.

³ N.J.S.A. 58:30-4.

contaminant levels established pursuant to the “Safe Drinking Water Act,” P.L.1977, c.224 (C.58:12A-1 et seq.), concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure, or distribution or treatment of wastewater; and

(5) The system owner lacks the financial, technical, or managerial capacity to adequately address any of the foregoing on a sustainable basis or own and operate the system in a way that supports economic activity in the municipality on a sustainable basis.⁴

9. The Borough also hired Phoenix Advisors, LLC (“Phoenix Advisors”) to undertake a financial analysis of the System.

10. On March 28, 2024, Phoenix Advisors completed its financial analysis of the System and submitted a Water System Evaluation Report to the Borough. The Water System Evaluation Report is attached as Exhibit 2.

11. On April 4, 2024, by Resolution 2024-56, the Borough Council accepted and approved the Water System Evaluation Report and directed that a copy of the report be transmitted to the BPU, the Director of the Division of Local Government Services (“DLGS”) in the New Jersey Department of Community Affairs, and the New Jersey Department of Environmental Protection (“DEP”). Resolution 2024-56 is attached as Exhibit 3.

12. On April 9, 2024, Resolution 2024-56 was mailed to the BPU, DEP and DLGS along with a copy of the Water System Evaluation Report. A copy of the April 9, 2024 transmittal letter is attached as Exhibit 4.

13. On or about April 9, 2024, the Borough posted on its website a Notice of Public Hearing on May 13, 2024, under N.J.S.A. 58:30-5d, to consider and evaluate the Borough’s Certification of Emergent Conditions in anticipation of the proposed sale of the System in

⁴ N.J.S.A. 58:30-5c (4) and (5).

accordance with WIPA. The Notice of Public Hearing is attached as Exhibit 5.⁵

14. The Notice of Public Hearing was published in the Hopewell Valley News and the Times of Trenton on April 12, 2024. Proofs of publication are attached as Exhibit 6.

15. At the May 13, 2024 Public Hearing, under N.J.S.A. 58:30-5e, the Borough adopted Resolution No. 2024-69 certifying the existence of emergent conditions numbers 3 and 5 under WIPA and stating its intent to proceed with the sale of the System. A copy of Resolution 2024-69 is attached as Exhibit 7.

16. Resolution 2024-69 was transmitted to the BPU, DEP and DLGS on May 16, 2024. A copy of the May 16, 2024 transmittal letter is attached as Exhibit 8.

17. The DEP reviewed the Water System Evaluation Report, Asset Management Plan and Resolution 2024-69. On June 13, 2024, the DEP issued a determination approving the Borough's Emergent Condition Certification as to Emergent Condition No. 3 and denying the Borough's Emergent Condition Certification as to Emergent Condition No. 5. A copy of the DEP June 13, 2024 Determination Letter is attached as Exhibit 9.

18. Under N.J.S.A. 58:30-5f, on June 21, 2024, the Borough issued a Public Notice of the DEP's approval of Emergent Condition No. 3 and provided notice that (i) the Borough intended to proceed with the sale of the System under WIPA and (ii) that the public had the right to protest the proposed sale of the System pursuant to WIPA without referendum with 45-days after publication of the Notice under N.J.S.A. 58:30-5g. A copy of the June 21, 2024 Public Notice is attached as Exhibit 10.

19. On August 5, 2024, Borough residents filed a petition of protest with the Borough Clerk. The petition period also closed on that date.

⁵ Although the Notice of Public Hearing is not dated, the Borough website shows it was issued on April 9, 2024. See <https://www.hopewellboro-nj.us/download/notice-of-public-meeting-5-13-24-on-emergent-conditions/>.

20. Under WIPA, when a petition for a referendum is received under N.J.S.A. 58:30-5(g), a resolution to lease or sell water or wastewater assets shall not take effect unless the lease or sale of such assets is approved under N.J.S.A. 40:62-4 and N.J.S.A. 40:62-5. As a result, the Borough intends to place the sale of the System on the Borough ballots on November 4, 2025 for voter approval, and follow the referendum process.⁶

21. Because N.J.S.A. 40:62-5 requires the price of the sale to be included in the referendum, BPU approval of the contract and the purchase price must be obtained under N.J.S.A. 58:30-7(c) before the matter is placed on the ballot for referendum. As a result, on November 8, 2024, the Borough issued a Request for Qualifications (“RFQ”) under N.J.S.A. 58:30-6. A copy of the RFQ is attached as Exhibit 11.

22. On January 2, 2025, the Borough adopted Resolution 2025-29 designating the three water companies who submitted qualifications for purposes of purchasing the System under WIPA, Aqua New Jersey, NJAWC, and Veolia Water New Jersey, Inc. as Qualified Respondents and authorizing the issuance of a formal Request for Proposals (“RFP”). A copy of Resolution 2025-29 is attached as Exhibit 12.

23. On January 3, 2025, the Borough issued a formal RFP and the Qualified Respondents submitted proposals on January 31, 2025. The Borough Council’s Water Committee, in consultation with the Borough Administrator, Engineer, Attorney and Financial Consultant, engaged in a comprehensive review and analysis of the proposals, all of which met the minimum standards for submission of a proposal under the RFP.

⁶ N.J.S.A. 58:30-5g (“A petition may be filed with the municipal clerk, no later than 45 days after the notice of the approval of the emergent condition certification is published, protesting the lease or sale of water or wastewater assets without a public referendum. If the petition is signed by a number of legal voters of the municipality equal to at least 15% of the total votes cast in the municipality at the last election at which members of the General Assembly were elected, a resolution to lease or sell water or wastewater assets shall not take effect unless the lease or sale of such assets is approved pursuant to R.S.40:62-4 and R.S.40:62-5.”)

24. Under N.J.S.A. 58:30-6c, on February 6, 2025, the Borough adopted Resolution 2025-43 selecting NJAWC as the Designated Respondent for purposes of commencing negotiations for a contract for the sale of the Borough's System under WIPA for the reasons stated therein. A copy of Resolution 2025-43 is attached as Exhibit 13.

25. Thereafter, the Borough began negotiations with NJAWC leading up to the Agreement.

26. On March 20, 2025, the Borough adopted Resolution No. 2025-51 approving the execution of the Agreement, and authorizing NJAWC to file a petition for approval of the Agreement by the BPU (see Exhibit 14, attached).

27. NJAWC will execute the Agreement (see Exhibit 15, attached) following approval by the BPU and DLGS.

28. Pursuant to the Agreement, the purchase price for the System is \$6,400,000.00 (the "Purchase Price").

29. The Transaction is subject to the fulfillment of several requirements, including approval of this Petition by the BPU and passage of voter referendum in the November 2025 general election.

30. Despite a petition of protest being filed by residents, the Borough and NJAWC are confident that the referendum will pass and continue to move forward with the WIPA process in anticipation of voter approval.

31. As stated above, the Purchase Price must be included in the referendum under N.J.S.A. 40:62-5 and thus, the Purchase Price must be approved by the BPU before the Borough submits the necessary details to Mercer County, the deadline for which is August 8, 2025 pursuant to N.J.S.A. 19:37-1, for inclusion on the November election ballots.

IV. THE TRANSACTION SHOULD BE APPROVED PURSUANT TO WIPA

32. This Transaction is an example of why WIPA exists.

33. The DEP determined that the Borough satisfied Emergent Condition No. 3, primarily due to the perfluorooctanesulfonic (PFOS) levels in Well No. 4 (the only active well in the Borough) and the arsenic levels in Well No. 6, concluding there was a deficiency or violation of maximum contaminate levels established pursuant to the Safe Drinking Water Act concerning the availability or potability of water.

34. The provisions of WIPA have been followed, consistent with state policy.

V. NJAWC CAN MEET THE NEEDS OF THE PEOPLE OF THE BOROUGH THAT THE BOROUGH CANNOT MEET

35. Upon completion of the Transaction, the System will be integrated into the NJAWC system, and the customers will realize the benefits of being part of a large, regional water and wastewater utility with a strong track record of providing high quality customer service.

36. Due to the contaminants in its wells, the Borough currently purchases water from NJAWC to provide service to the customers of the System. Upon the closing of the Transaction, NJAWC will take immediate steps to implement corrective measures to address Emergent Condition No. 3, which will include disconnecting Well Nos. 4 and 6 from the System and increasing flow and supply through its existing interconnection. In addition, NJAWC will undertake an analysis of the System to determine the long-term need for the Borough's wells as a source of supply.

37. Furthermore, the need to comply with increasingly stringent environmental standards while also rehabilitating and replacing aging infrastructure has created major demands

for capital investment by water and wastewater systems.

38. The financial resources and backing of NJAWC enhances its ability to access capital markets, which will be a benefit to the System's customers in the rehabilitation and replacement of infrastructure and compliance with environmental laws and regulations.

39. The current and future customers of the System will benefit from becoming part of the American Water system. American Water's size and scale position NJAWC well to be able to address the needs of the former System customers well into the future.

40. It is often difficult for small, municipal utilities to effectively access the capital and expertise necessary to plan for and respond to the broad range of issues that face the industry. NJAWC will be able to effectively address the water needs of the customers of the System upon transfer of the system and into the future.

41. As customers of NJAWC, the customers of the System will also receive the benefit of industry standard practices in the areas of planning, research, environmental compliance, customer service, finance, risk management, operations and service delivery, and management.

42. NJAWC will provide the former System customers with an expanded range of customer services, such as full customer call center services, Monday through Friday, 7 AM- 7 PM, and 24/7 emergency call center services, which these customers do not currently have available. In addition, the System customers will have access to NJAWC's bill paying assistance programs, which these customers do not currently have access to.

43. In addition to the specific system-related benefits previously noted, NJAWC has a long history of service in the communities where it operates. The philosophy of corporate responsibility to the communities served is at the core of NJAWC's culture, and that philosophy

will be extended to the System post-closing.

44. In short, NJAWC can provide the customers of the System with the requirements for safe, adequate and proper utility service that the DEP found the Borough cannot provide. That is the very reason for the enactment of WIPA and specifically, Emergent Condition No. 3.

VI. THE BPU SHOULD DETERMINE THAT THE PURCHASE PRICE IS REASONABLE

45. WIPA sets forth the conditions pursuant to which the Purchase Price shall be considered reasonable.

The rent or sale price shall be deemed reasonable if it meets the following conditions: (a) The rent or sale price is sufficient to defease the debt of the owner; and either (b) (i) The rent or sale price is within the range of any appraisals obtained with respect to the long-term lease or sale of the water or wastewater assets; or (ii) If there is little or no established rate base for the water or wastewater assets, the rent or sale price is reasonably comparable to a proxy rate base equivalent to the rate base of the designated respondent.⁷

46. As of December 31, 2023, the Borough has \$618,000.00 in outstanding debt on the System (“System Debt”). Therefore, the Purchase Price is sufficient to defease the debt of the owner in accordance with N.J.S.A. 58:30-7c (2)(a). At the closing of the Transaction, the Borough shall deliver documentation demonstrating that the System Debt has been satisfied.

47. On March 29, 2025, Weinert Appraisal and Depreciation Services, LLC (“WADS Consultants”) issued an appraisal valuing the System at \$6,422,881 (the “Appraisal”). A Copy of the Appraisal is attached as Exhibit 16.

48. The Appraisal demonstrates the reasonableness of the Purchase Price in

⁷ N.J.S.A. 58:30-7c (2).

accordance with N.J.S.A. 58:30-7c (2)(b)

VII. REASONABLE TRANSACTION COSTS

49. NJAWC's Transaction Costs are prudent and reasonable and therefore may be recovered by NJAWC in rates.

50. To date, NJAWC has incurred approximately \$19,000 in Transaction Costs, including the cost to obtain the appraisal. NJAWC may incur additional Transaction Costs before the closing.

51. NJAWC requests that its Transactions Costs be deferred by NJAWC for recovery, as part of rate base, in a future base rate case.

VIII. THE BPU SHOULD DECIDE THIS MATTER WITHIN NINETY DAYS

52. Pursuant to WIPA this matter must be decided within ninety (90) days, pursuant to N.J.S.A. 58:30-7c(1). NJAWC respectfully requests approval of the petition on or before the BPU's July 16, 2025 agenda so that the Purchase Price can be included with the other necessary details to be submitted to Mercer County by August 8, 2025 for inclusion on the November election ballot.

53. Communications on behalf of Petitioner should be addressed to the following:

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IX. CONCLUSION

54. For the reasons stated herein, Petitioner respectfully requests that this Honorable Board: (1) approve the Agreement pursuant to the provisions of WIPA; (2) determine that the Purchase Price pursuant to the Agreement is reasonable and thus the rate base of the System as of the approval; (3) determine that the Transaction Costs are reasonable and may be deferred for recovery in a future base rate case; and (4) grant such other approvals as may be necessary to complete the proposed Transaction.

POLSINELLI PC
Attorneys for New Jersey-American Water
Company, Inc.



By: _____
Christine Soares

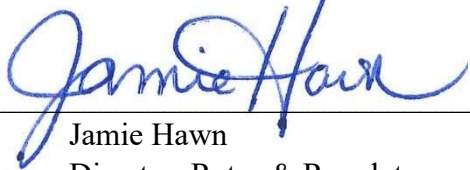
Dated: April 4, 2025

VERIFICATION

I, Jamie Hawn, of full age, being duly sworn, according to law, deposes and says:

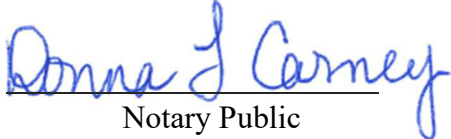
1. I am the Director of Rates and Regulatory of New Jersey-American Water Company, Inc., the Petitioner, and am authorized to make this Verification on behalf of said Petitioner.

2. I have read the contents of the foregoing Petition and hereby verify that the statements therein contained are true and accurate to the best of my knowledge and belief.

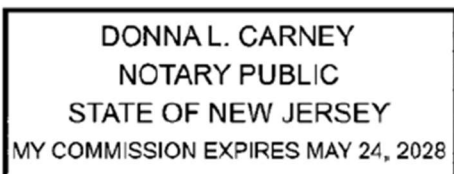


Jamie Hawn
Director, Rates & Regulatory

Sworn and subscribed before me
this 4th day of April, 2025



Notary Public



Prepared for

Borough of Hopewell Water Department

PWSID NO. 1105001

2024

ASSET MANAGEMENT PLAN



Prepared by

b **BOSWELL ENGINEERING**
17 Model Avenue
Hopewell, NJ 08525
T: (609) 466-0002
Engineers | Planners | Surveyors | Scientists

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Borough of Hopewell

WQAA 2023

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1.0 EXECUTIVE SUMMARY

This Water System Asset Management Plan (AMP) is intended to 1) promote a proper and efficient maintenance program, 2) optimize the capital investments and 3) plan for necessary rehabilitation measures in accordance with the industry's technical guidelines and best practices. The AMP can be categorized into the following five (5) major components:

1. Asset Inventory and Condition Assessment
2. Level of Service
3. Criticality Assessment
4. Life Cycle Costing
5. Long-Term Funding Strategy

1.1 Asset Inventory and Condition Assessment

The Hopewell Borough Water Department (HBWD) infrastructure is summarized in **Table 1-1** below:

Table 1-1: Summary of Assets

ASSET	QUANTITY
Water Main	55,434 LF
Service Connections	764
Wells	1
Interconnections	1
Reservoirs	1
Hydrants	77
Valves	224

1.2 Level of Service

The service levels of the HBWD reflect their objectives and goals to meet their customers' expectations while providing the following:

1. A reasonable price or rate structure for services while meeting all regulatory and environmental standards.
2. Financial administration for the business capabilities to provide these services.
3. Reserve and emergency funding for future equipment, repairs and response to unanticipated necessary expenditures.

1.3 Criticality Assessment

Determining the 'Criticality' and the 'Condition' of the assets are key steps towards establishing priorities for equipment repairs, rehabilitation and replacement. The Likelihood of Failure (existing condition), Consequence of Failure (importance), and asset redundancy are all considered in

calculating a risk score which is then used to determine if replacement, renewal, or dedicated inspection is required. An important parameter for asset criticality is installation date as it relates to the useful life.

1.4 Life Cycle Costing

Proper evaluation of asset condition can lead to accurate life cycle analysis for HBWD assets. Understanding realistic remaining useful life is an important parameter when performing long term funding and procuring capital improvement budgets. Within the HBWD System, a total of **55,434 LF** of water main were installed between 1914 and 2023. Of these mains, none are outside of their anticipated useful life and approximately **3,564 LF** have under **40** years remaining on their maximum useful life. Assets with the highest risk factor will require the most immediate attention. The risk assets of the HBWD infrastructure can be found in **Appendix A**. In an effort to further analyze the life cycle costing of the below grade infrastructure, **Table 1-2** summarizes the risk scores of all HBWD's mains. Based on the risk scores, it is recommended to proceed with a regimented and structured capital improvement plan to comply with the Water Quality Accountability Act (WQAA) 150-year cycle for water main improvement projects.

Table 1-2: Summary of Water Main Asset Criticality

	RISK SCORE	LINEAR FEET	PERCENTAGE
Rehabilitation not expected	1-5.5	8,935	16.1 %
Rehabilitation not expected in the near future	6-10	41,011	74.0 %
Begin rehabilitation evaluation program	11-15	3,481	6.3 %
Inspect and plan for improvement in near future	16-25	2,007	3.6 %

1.5 Long Term Funding Strategy

Multiyear financial planning is a vital tool for local governments to ensure that the capital improvement plan is implemented. It allows decision-makers to see the impact of their decisions over time and avoid sudden and dramatic tax/water rate increases.

Long term funding includes both non-capital improvements such as valve and hydrant management programs as well as capital improvements (i.e., construction improvements) such as water main and valve replacement. The summarized 3-year capital improvement plan inclusive of non-capital and capital improvements identified by the Asset Prioritization Ranking for the HBWD (further detailed in Section 7 of the report) is shown in **Table 1-3** below.

Table 1-3: Summary of HBWD 3 Year Capital Improvement Plan

YEAR	IMPROVEMENT COSTS
2024	\$1,400,000
2025	\$1,500,000
2026	\$1,900,000

2.0 REPORT OVERVIEW

2.1 Objective

To ensure that drinking water and clean water systems are adequately maintained and operated to meet customer service expectations, as well as comply with applicable permit conditions, New Jersey Department of Environmental Protection (NJDEP) has been working to develop resources and guidance to support Asset Management within the State. Prudent asset management planning promotes the responsible maintenance, investment and rehabilitation of New Jersey's drinking water infrastructure.

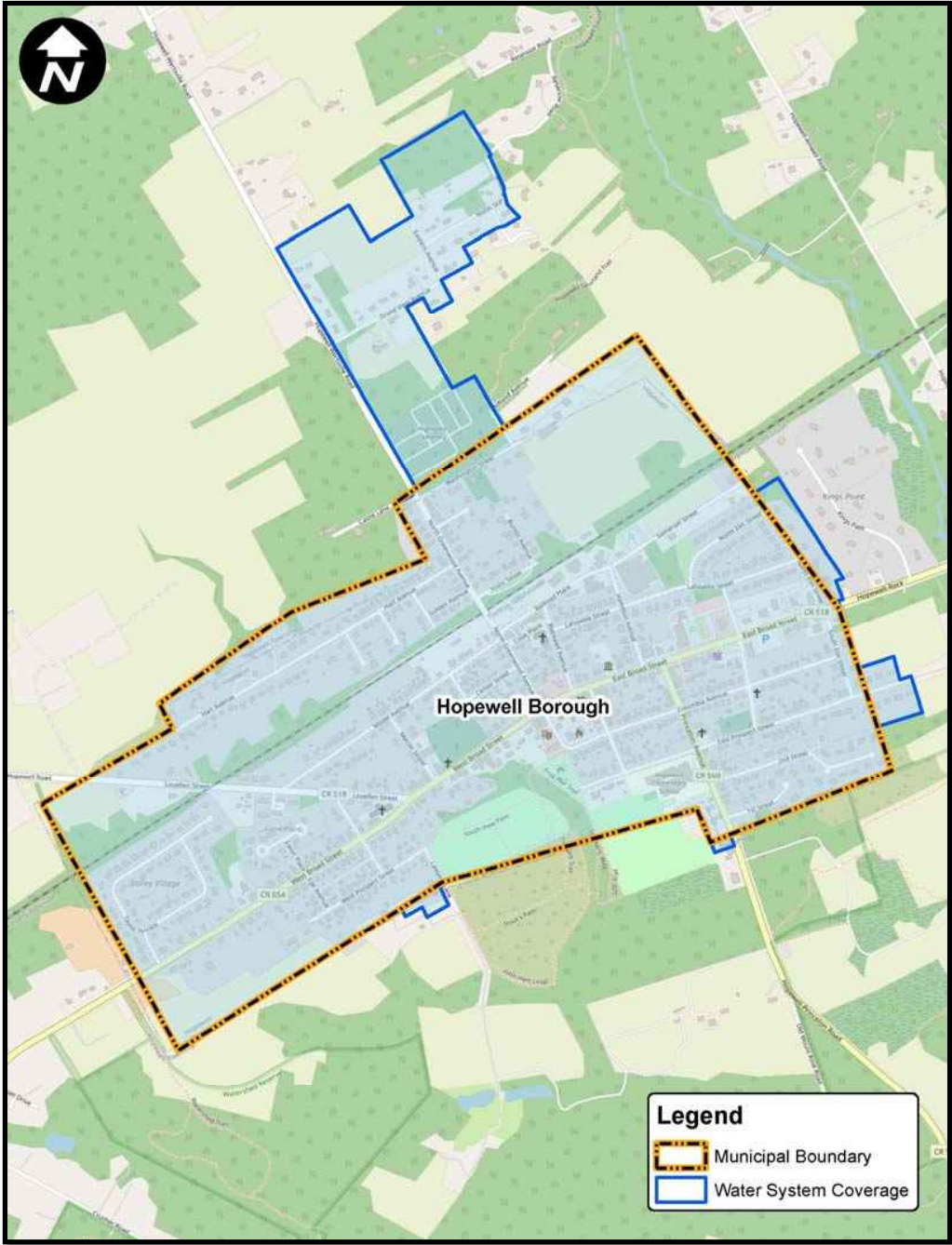
FERRIERO ENGINEERING, INC. (FEI) has prepared this Water System Asset Management Plan (AMP) on behalf of the Borough of Hopewell to:

1. Promote a proper and efficient maintenance program
2. Optimize the capital investments
3. Plan for necessary rehabilitation measures in accordance with the industry's technical guide lines and best practices.

2.2 Background

The HDWD serves all of Hopewell Borough, which covers approximately three quarters (0.72) of a square mile, and several houses in Hopewell Township that adjoin the Borough. The combined water service area contains 764 residential and commercial service connections. According to the "United States Census Bureau 2020" this area contains a population of 1,918. A map of the service area can be found in **Figure 2-1**.

Figure 2-1: Service Area Map



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

Table 2-1: HBWD Distribution System Infrastructure

ASSET	QUALITY
Water Main	55,434 LF
Service Connections	764
Wells	1
Reservoir	1
Interconnections	1
Hydrants	77
Valves (4",6",8")	224

Above quantities gathered from historic maps, as-builts, interviews with HBWD and onsite investigations performed by FEI

2.3 General System Description

The borough's water is supplied to the system from production well # 4 located at the intersection of Louellen Street (Mercer County Route 518) and Model Avenue. The well output is approximately 95 GPM. The maximum daily output is 0.144 MG. This range can change due to fluctuations in static well levels that are affected by precipitation. The well has two bubbler unit's that remove a low level volatile organic compound PCE. The well pumps directly into the primary treatment unit then into the secondary unit. Air pressure is created by two blower motors in an isolated room. This air pressure is forced through injector tubes internally mounted in the treatment units. The air pressure agitates the water passing through the units and removes the VOC through a vent located on the upper right side of the building. The treated water spills into two, 6 inch diameter PVC pipes that lead to a 2,000 gallon clear well. The treated water is pumped from the clear well by a booster pump located in the well house. Zinc Orthophosphate is injected for corrosion control. The water is disinfected with 12% sodium hypochlorite solution. This is the final process before the treated water enters the distribution system.

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

The system supplies water to the Borough and small number of Township residents surrounding the Borough. The distribution system consists of galvanized, cast iron and ductile iron pipe. There is approximately 10.5 miles of pipe with sizes ranging from 2, 3, 4, 6, and 8 inch diameter. There are 77

fire hydrants and 224 isolation valves. There are 764 total service connections (726 Borough, 38 Hopewell Township). The Borough has no future plans for further expansion into the Township.

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

2.4 System Operations and Control

Daily operating data are recorded on a monthly operations log sheet and the NJDEP monthly operating report for ground water treatment plants. In addition, sampling and recording of chlorine content of the finished treated water are performed daily along with the measurement of use.

Treated water chlorine content is maintained at 0.4 to 0.6 ppm to ensure a minimum of 0.2 ppm throughout the distribution system. Daily pH readings are taken and recorded on the forms listed. Zinc Orthophosphate measurements are taken and recorded daily as well.

3.0 ASSET INVENTORY

An AMP inventories, assesses and monitors capital assets to promote proper maintenance, achieve level of service (LOS) goals, and maximize useful life. Refer to **Table 2-1** for an overview of main system assets.

3.1 Performing an Inventory of The System's Assets

The development of the asset inventory was created by the following categories:

- Create a list of assets.
- Geographically locate all major assets.
- Determine asset condition.
- Quantification of asset total length.
- Estimate remaining life and service life of the asset.
- Estimate the replacement cost of the asset.
- As-built, construction or engineering plans.
- Operation and maintenance manuals.
- Equipment and material specifications.
- Utility mapping.
- Visual inspection and records.
- Interviewing DPW staff.

3.2 Water System Infrastructure

The HBWD maintains and operates the following system components:

3.2.1 Pump House No. 4

Operation of the well and booster pump is automatic and generally maintenance free. The well is controlled by the use of a manual timer set with on/off pins and pumping occurs between the hours of 5:30am and 10:00 pm. The well water flows through the treatment units and fills the

clear well. When the level in the clear well reaches 6.5 feet the booster pump is engaged. The variable frequency drive adjusts the booster pump to approximately 90 gpm, the water level in the clear well is maintained at 6.0 feet. The booster pump continues to run until the clear well water level reaches 5.5 feet it then shuts down. The water is then treated with ZOP and sodium hypochlorite and delivered to the distribution system through a 4-inch discharge pipe and into a 36" chlorine detention pipe for mixing. The treated water is then introduced to the distribution system through a 6" PIPE.

3.2.2 Interconnection

Operation of the interconnection is achieved through radio control. There are three PLC panels. One at the interconnection, one at the Public Works facility, and one at the reservoir. The reservoir sends frequencies to the public works facility then to the interconnection. Operational settings can be changed and set at the public works facility or the interconnection. A switch from remote to local must be made when settings are changed from the interconnection panel. It must be switched back to remote to change settings from the public works facility. A detailed manual with normal settings and operations is present at the public works facility. The interconnection valve opens when the reservoir level drops to 13.0 feet. The average flows range from 90 - 125 gpm depending on the demand. Flows in excess of 170 gpm can be reached if the valve is fully open which is not necessary under normal circumstances. The water from NJAW is disinfected with sodium hypochlorite and treated with ZOP before entering the Borough distribution system. The interconnection valve closes when the reservoir level reaches 14.5 feet. Flows and system pressures are recorded on a monthly operations log.

3.2.3 Reservoir

Approximately 0.230 MG (230,000 gallons) of treated or finished water is stored for consumption. Daily levels are recorded in a monthly operations log. Flows from well # 4 and the interconnection satisfy the system demand while the excess fills the reservoir. The high-level setting is 14.5 feet the low-level setting is 13.0 feet. The reservoir will overflow at 15.5 feet through a discharge that is located on the north side of the structure. The main transmission line is 8" cast iron pipe. There are two isolation valves at the reservoir and one in Highland Cemetery just above Washington Avenue.

3.2.4 Distribution System

The distribution system consists of cast iron, ductile iron, and galvanized pipe. Pipe sizes range from 2, 3, 4, 6, and 8-inch diameter. Isolation valves are located strategically throughout the system and are exercised periodically. Water mains are flushed once a year in the late spring or early summer. Maps of the system are readily available at the P.W. facility and our engineer's office located at 17 Model Avenue in Hopewell Borough. Water service connections consist of ½, ¾, and 1 inch copper along with ¾, and 1-inch galvanized pipe. Each customer has a curb stop (shut off) between the main connection and the structure. Water meter sizes range from 5/8, 1, 1 ½, and 2 inch.

3.2.5 Fire Protection

There are 77 active fire hydrants strategically located throughout the distribution system. Branch and hydrant main valve sizes are 4 or 6 inch. Hydrant flows range from 300 - 1000 gpm. Isolation valves are provided for each hydrant. The valves are exercised during flushing operations.

4.0 ASSET MANAGEMENT IMPLEMENTATION

This AMP will encompass a comprehensive inventory for each major element of the HBWD systems' infrastructure and identify the parameters that will assist in the decision making to meet existing and future system needs, as well as enhance longevity and reliability of the system. The AMP can be categorized into the following five (5) major components:

1. Asset Inventory and Condition Assessment
2. Level of Service
3. Criticality Assessment
4. Life Cycle Costing
5. Long-Term Funding Strategy

4.1 Asset Inventory and Condition Assessment

Asset inventory and condition assessment is a critical first step in managing assets. Asset condition is determined through a combination of 1) interviews with facility operators (or other applicable HBWD staff), 2) visual inspection (if applicable), and 3) review of operational logs/history of repair.

4.2 Level of Service

The second step in implementing an asset management strategy is to translate the utility's business objectives and customer demands into service level targets. There are four (4) basic categories of service levels:

4.2.1 Reliability

This is based on service levels that relate to providing adequate and effective system capacity for all service areas. Examples can include eliminating service disruptions, low pressure, and dirty water.

4.2.2 Quality

The HBWD has a commitment to deliver uninterrupted service to their customer base while meeting performance and quality targets mandated by NJDEP statutes and NJAC regulations. The service levels of the HBWD reflect their objectives and goals to meet their customers' expectations while providing the following:

1. A reasonable price or rate structure for services while meeting all regulatory and environmental standards.
2. Financial administration for the business capabilities to provide these services.
3. Reserve and emergency funding for future equipment, repairs and respond to unanticipated necessary expenditures.

The protection of the public health and safety is incorporated within all the categories and objectives that are set forth by the HBWD.

4.2.3 Customer

Related service levels state the utility's commitment to respond to customer needs and inquires in a courteous and timely manner. Examples include standards and targets for complaint handling, new service connections, and call center wait times.

4.2.4 Regulatory

Related service levels are reliability and quality targets mandated by regulators and legislators. Examples include fire flow test requirements, EPA standards for residual chlorine, Board of Public Utilities (BPU) regulations, and consent decree compliance.

4.3 Criticality Assessment

Asset inventory and condition assessment is a critical first step in managing assets. Asset condition is determined through a combination of 1) interviews with facility operators (or other applicable HBWD staff), 2) visual inspection (if applicable), and 3) review of operational logs/history of repair determining the 'Criticality' and the 'Condition' of the assets are key steps towards establishing priorities for equipment repairs, rehabilitation and replacement. Assets that are critical to the distribution system performance and in poor condition should be addressed first. This criticality assessment determines the extent of impact that the loss of a particular asset will have on system performance. This criticality assessment considers the likelihood of failure (LOF) (current physical condition) as well as consequences of failure (COF).

4.3.1 Risk Analysis

Risk analysis is the process of identifying and analyzing potential issues that could negatively impact asset functionality. As part of an AMP, risk analysis can categorize and analyze assets in a quantitative manner (i.e., Quantified Risk Assessment) to mitigate potential for loss, damage, or destruction of an asset. Quantified Risk Assessment (QRA) provides valuable insight into the features of the Water System, highlighting those aspects where failures may result in harm to employees, the public, as well as the asset itself. QRA provides a basis for decision-making for capital planning and assessment of existing infrastructure.

As part of this AMP, the risk analysis scoring protocol will consider two (2) separate parameters described below:

1. Likelihood of Failure (LOF).
2. Consequence of Failure (COF).

4.3.2 Likelihood of Failure (LOF)

The LOF will be evaluated on two (2) factors as a starting point:

1. Condition evaluated on maintenance and failure (i.e., break) history.
2. Performance, essentially determining whether the specific asset is the appropriate asset for the application it is being used to perform.

As the asset gets closer to its anticipated useful life as listed below, the likelihood of that asset failure is greater.

1. Pump Equipment: 10-15 years

2. Instrumentation and Control: 10-15 years
3. Water Meters: 15 years
4. Emergency Power: 25 years
5. Electrical System: 20 years
6. Building and Site: 50 years
7. Piping and Valves: 99 years, (between 1914-2023) ^[1]
 - a. Ductile iron pipe - 75 to 100 years (newer pipe) ^[2]
 - b. Cast iron pipe - 70 to 120
 - c. Years (older pipe) ^[2]

Notes:

^[1] Based on discussions with HBWD operations staff.

^[2] "Dawn of Replacement Era", AWWA (May 2001) and "Condition Assessment of Ferrous Water and Distribution", EPA (2009)

The LOF is an important process as it will provide a basis for making asset repair, rehabilitation, and replacement decisions. This condition assessment provides information on the status of equipment, as well as, future performance. Condition assessment techniques included review of installation dates, maintenance history and discussions with HBWD operations staff.

Based on utilizing the above furnished information from the HBWD, a LOF was assigned to each asset based on the following framework as summarized in **Table 4-1**.

Table 4-1: Likelihood of Failure Scoring Framework

1 Improbable	No noticeable defects, essentially new. Fully functional	Operates within design limits while meeting demand and quality requirements.
2 Remote	Some deterioration evident. Function not significantly affected.	Periodically operates at design limits in order to meet demand and quality requirements.
3 Occasional	Moderate to extensive deterioration. Significant aging or wear visible.	Operates significantly outside design limits in order to meet demand and quality requirements.
4 Probable	Extensive deterioration. Age or wear beyond repair. Fails frequently and barely functional.	Unable to meet design capacity.
5 Imminent	Asset has failed or is in imminent danger of total failure.	Inoperable and classifies as an emergency situation.

4.3.3 Consequence of Failure (COF)

Consequence of failure (COF) is focused on the potential impacts to the system, customers/employees and the environment if an asset fails. The COF factors are determined by multiple sub-factors that are determined by asset characteristics listed below:

1. Environmental/Health Impact - will the asset failure lead to a discharge to the environment in violation of permits and current law or will it create a potential health hazard due to short or long-term exposure?
2. Safety - will the asset failure create an immediate hazard with the potential for injuries to employees or the public?
3. Customer Impacts - Will a large number of customers be affected? Critical assets (i.e., large diameter mains, public health connections) carry a greater rating than less critical assets (i.e., small diameter mains, dead ends). The asset COF analysis framework is shown in **Table 4-2**.
4. Costs - will the costs to repair/replace the asset be significant? Includes direct costs of repair plus any incidental damage to public or private property that may result from an asset failure.

The COF is calculated by taking an average of the above four (4) parameters.

Table 4-2: Consequence of Failure Scoring Framework

Rating	Environmental/Health Impacts	Safety	Customer Impacts	Cost
1 Insignificant	No health effects and no regulatory issues.	No public or employee safety issue.	No customer loss of service.	<\$5,000
2 Minor	Possible health effects, reportable but no regulatory enforcement action likely.	Public or employee safety issues possible but not likely.	2-inch to 3-inch Diameter	>\$5,000 but <\$15,000
3 Moderate	Possible health effects, less significant permit violation, but no public notification is required.	Greater public safety implications or employee injury likely.	4-inch Diameter	>\$15,000 but <\$50,000
4 Major	Exposure creates health hazard. Public notification is required.	Public safety threat or employees will suffer lost time.	6-inch Diameter	>\$50,000 but <\$100,000
5 Catastrophic	EMT and hospitalization response to event.	OSHA inquiry and barricade area.	8-inch to 24-inch Diameter	>\$100,000

4.3.4 Risk

Risk analysis is the process of identifying and analyzing potential issues that could negatively impact assets in order to help avoid or mitigate those risks. For the initial scoring protocol, the LOF and COF will be scored on a 1 to 5 scale with 1 being low importance/ impact. The risk score associated with a particular asset is the COF

multiplied by the LOF (i.e., if an asset was given a COF score of 5 and a LOF score of 3, the risk score for that asset would be $5 \times 3 = 15$). The maximum risk score of an asset is 5×5 which is 25.

The risk score is then evaluated to determine if replacement, renewal, or dedicated inspection is required. **Table 4-3** outlines a recommended approach on how to correlate between risk and capital planning.

Table 4-3: Risk Assessment Analysis

		LOF				
		1	2	3	4	5
COF	1	1	2	3	4	5
	2	2	4	6	8	10
	3	3	6	9	12	15
	4	4	8	12	16	20
	5	5	10	15	20	25

Legend

	Replacement or renewal not expected in near future
	Inspect on regular basis. Replacement or renewal may be required within next 10-15 years
	Inspect on regular basis. Replacement or renewal may be required in near future.
	Replace or renew immediately

4.4 Life Cycle Costing

Proper evaluation of asset condition can lead to accurate life cycle analysis for the HBWD assets. Understanding realistic remaining useful life is an important parameter when performing long term funding and procuring capital improvement budgets.

5.0 ASSET RISK

5.1 Asset Ages

The Borough worked to assign installation age to all above and below grade assets to be utilized in the risk calculations. The HBWD has worked concurrently with FEI to update the locations of installed assets and revise the map with approximate dates of water main installation.

5.2 Critical Assets

Based on the risk calculations outlined herein, the fifteen (15) highest priority items were identified and listed below in **Table 5-1**. This table includes mains, pump house, zinc ortho chamber, and reservoir. It should be noted for the purposes of the Risk Overview, the valves and hydrants were not included, but do have attributable risk assessments tied to each based upon age of installation. The concept behind omitting their assets is due to the fact they are each inspected routinely in conjunction with the Water Quality Accountability Act (WQAA) requirements. HBWD performs a hydrant inspection program yearly and is in the midst of exercising valves as well as installing addition hydrants in the coming years.

Table 5-1: Risk Overview

No.	Asset	Label	LOF	COF	Risk
1	HB-WS-01-01-10	Well No. 4: Butterfly Valve - Aerator	4	5	20
2	HB-WS-03-01-WB01	Water Main: W. Broad St	5	3.25	16.25
3	HB-WS-03-01-WB02	Water Main: W. Broad St	5	3.25	16.25
4	HB-WS-03-01-WB03	Water Main: W. Broad St	5	3.25	16.25
5	HB-WS-01-01-08	Well No. 4: Gate Valve	4	4	16
6	HB-WS-03-01-EB05	E. Broad Street	5	3	15
7	HB-WS-01-01-11	Well No. 4: Aerator Tank	3	5	15
8	HB-WS-01-01-12	Well No. 4: Aerator Tank	3	5	15
9	HB-WS-01-01-17	Well No. 4: Booster Motor	3	5	15
10	HB-WS-01-01-20	Well No. 4: Backflow Preventor	3	5	15
11	HB-WS-02-01-01	Reservoir Structure	3	5	15
12	Reservoir Structure	Reservoir Stairs	5	3	15
13					
14					
15					

6.0 RECENT PROJECTS

6.1 Water Quality Compliance

The Borough has completed the following:

- Railroad Place water main replacement (2022)
- Columbia Avenue water service replacement (2021)
- E Prospect Street Phase 3 water main replacement (2019)
- E Prospect Street Phase 1 water main replacement (2017)
- W Prospect Street water main replacement (2016)
- Washington Avenue water main replacement (2015)

6.2 Water Quality Accountability Act

Many future projects may be the direct result of the Water Quality Accountability Act (WQAA). The WQAA was enacted on July 21, 2017, became effective on October 19, 2017, and established new requirements for public water systems with 500 or more service connections to improve the safety, reliability and administrative oversight of water infrastructure. These requirements are as follows.

6.2.1 Cyber Security

The HBWD has completed and submitted their Cyber Security Plan 10/01/2019

6.2.3 Asset Management Plan Implementation

Asset Management is an on-going process that requires updates throughout the course of the year. HBWD will continue to update and implement this AMP. The HBWD is in compliance.

6.2.4 Valve Management Program

Valve exercising is a systematic program to locate and exercise water valves to promote successful future operation. Per the WQAA, valve exercising program at a minimum must include clearing the area, cleaning out valve box, and dynamic valve testing (i.e., opening and closing valve according to manufacturer or number of turns equal to fifteen percent (15%) of completely open).

The benefits associate with valve exercising include the following:

1. Confirm Valve Locations.
2. Confirm operability.
3. Confirm accessibility.
4. Prolong valve life.
5. Improve response to emergencies.
6. Reduce systemwide leaks associated with valves.

12-inch and Larger Valve Exercising

The deadline exercising twelve inch (12") and larger line valves as part of the WQAA is October 19, 2019. The Hopewell Borough water system does not have any valves that are 12" or larger.

Less Than 12-inch Valve Exercising

The deadline exercising less than twelve-inch (12") valves as part of the WQAA is October 19, 2021. The HBWD will continue to use their own staff and equipment to exercise system valves for compliance with this requirement. After the exercising process, it is probable, due to the age of infrastructure, that some valve repairs or replacements will be required. Based on the discussions with the HBWD on age of assets, a five percent (5%) failure rate of the system wide valves following the first round of valve exercising was used. It is expected that the valve failure rate will decrease following each iteration of valve inspection and exercising. Refer to proposed projects for estimated costs.

Table 6-1: Estimated Valve Failure Costs

DIAMETER	QUALITY		COST PER VALVE	TOTAL COST
	TOTAL	5% FAILURE		
4"	18	2	\$1,800	\$3,600
6"	165	8	\$2,300	\$18,400
8"	43	1	\$3,500	\$3,500
			Subtotal	\$25,500

6.3 Capital Improvements

The HBWD continues to rehabilitate their water distribution network on an on-going basis

7.0 ASSET MANAGEMENT REPORT ON IMPROVEMENTS

7.1 Water Infrastructure Problem Areas

Through discussions with the HBWD staff, the most brittle and problematic areas of water main were able to be identified. Due to the brittle nature of the infrastructure, several breaks are anticipated every year. As a result of these findings, the areas containing these brittle segments of main have been allotted a higher risk score.

The existing water main statistical data for the HBWD water main infrastructure is as follows:

Table 7-1: Breakdown of Water Main Installation Dates

INSTALLATION	DATE	AGE
Oldest Install Year	1908	115
Average Install Year	1968	55
Median Install Year	1978	45

As part of the WQAA, minimum requirements of an AMP are to plan for a water main renewal program with a 150-year replacement. Based on AWWA anticipated pipe useful life, it would not be expected to replace the older cast iron lines until 2060-2065. However, certain sections of pipe that were installed as early as 1914 do not require replacement because they are in good condition. Knowing this, FEI adjusted the risk level of these exceptions. Based on the critical asset scoring on the water mains as represented in **Appendix A** as well as Owner observations, it is recommended to proceed with a more aggressive replacement or renewal plan to replace the higher critical mains.

Due to HBWD aging water distribution infrastructure, proactive measures are required to ensure the integrity of the system. A total of 5,470 LF have a risk score of greater than 10.5. Based on financial limitations, if just these mains were replaced or rehabilitated in the next 10 years, this would yield a minimum replace rate of approx. 550 LF per year. A list of the critical mains can be found in **Appendix A**, **Table 7-2** represents the water mains with a critical risk of eleven (11) or higher.

Table 7-2: Highest Risk Water Mains

	ASSET ID No.	LOCATION	DIA. (IN)	LENGTH (FT)	RISK
1	HB-WS-03-01-WB01	W. Broad Street	6	745	16.25
2	HB-WS-03-01-WB02	W. Broad Street	6	710	16.25
3	HB-WS-03-01-WB03	W. Broad Street	6	553	16.25
4	HB-WS-03-01-EB05	E. Broad Street	6	515	15
5	HB-WS-03-01-EL04	Elm Street	6	181	13.75
6	HB-WS-03-01-PE01	Pierson Place	2	330	13.75
7	HB-WS-03-01-HM01	Hamilton Avenue	6	892	13
8	HB-WS-03-01-LS02	Lafayette Street	6	880	13
9	HB-WS-03-01-WW01	Windsor Way	6	302	13
10	HB-WS-03-01-NE01	Newell Place	4	359	11
11					
12					
13					
14					
15					

7.2 Power Outages

The HBWD system's power source comes from the electrical landlines that also power the residential areas. In the event of a power outage a generator is connected manually to a transfer switch inside the pump house to maintain operations. Currently the borough does not own an adequate generator to power the pump house, a cost estimate for new generator is being prepared.

7.3 System Communication

The DPW office building receives data from two separate signals that are transmitted from radios within the water service area. The Water level elevation in the reservoir is sent to the DPW office

building via radio transmission from a pole mounted antenna at the reservoir. Additionally, another pole mounted antenna at the interconnection vault sends a radio signal the DPW building to give the status of the water pressure and valve position so the operator can tell if water is entering the water system through the interconnection. There is no connection to the internet and all controls are operated by personnel to control all water operations.

7.4 Electrical Upgrades

When evaluating range of electrical equipment useful life, a full picture of operating conditions and environments must be evaluated. A good maintenance schedule and regular inspections are required to keep electrical equipment in good working order. There is another factor working against longevity that deserves more attention than it usually gets; temperature. ANSI/IEEE standards for metal clad and metal-enclosed switchgear limit the total temperature for most bus conductors to 221°F. This results from the maximum design ambient of 104°F, plus the allowable temperature rise of 149°F. Thus, the maximum continuous temperature that most insulating materials will be exposed to is 221 °F. For the calculations of risk, it was assumed that a useful lifetime of electrical equipment is 20 years. Based on the useful life, HBWD should anticipate electrical system upgrades on their oldest infrastructure first.

7.5 3- Year Capital Improvement Plan

Multiyear financial planning is a vital tool for local governments to ensure that the capital improvement plan is implemented. Through review of asset risk assessment, the top ranked assets fall in one (1) of the five (5) below categories:

1. Water Main Replacement/Rehabilitation
2. Pump House/Rehabilitation
3. Storage Tank Renovation/Rehabilitation
4. Valve/Hydrant Replacement
5. General Services

Table 7-3: 3-Year Capital Plan

DESCRIPTION		2024	2025	2026
1	Well No. 4 PFOS Remediation	\$470,000		
2	Newell Place Water Main Replacement	\$130,000		
3	Well No. 6	\$800,000		
4	Broad Street Water Main Replacement Phase 1 Windsor Way to Mercer Street		\$1,500,000	
5	Broad Street Water Main Replacement Phase 2 Mercer Street to Elm Street			\$1,900,000
Subtotal		\$1,400,000	\$1,500,000	\$1,900,000

APPENDIX A

ASSET INVENTORY: WATER MAINS

BOROUGH OF HOPEWELL
MERCER COUNTY, NJ

ASSET INVENTORY
WATER MAINS

2023

Asset ID	Location	Pipe Dia	Material	Pipe Length	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-01-BL01	Blackwell Avenue	8	Cast Iron	795	1933	2023	90	120	30	3	2	2	5	5	3.5	10.5	\$158,991
HB-WS-03-01-BL01	Blackwell Avenue Hydrant	6	Cast Iron	10	1933	2023	90	120	30	3	2	2	1	5	2.5	7.5	\$1,999
HB-WS-03-01-BU01	Burton Avenue	8	Cast Iron	592	1908	2023	115	120	5	3	2	2	5	5	3.5	10.5	\$118,411
HB-WS-03-01-BU01	Burton Avenue Hydrant	6	Cast Iron	3	1933	2023	90	120	30	3	2	2	5	5	3.5	10.5	\$563
HB-WS-03-01-BU02	Burton Avenue	8	Cast Iron	428	1933	2023	90	120	30	3	2	2	4	5	3.25	9.75	\$85,553
HB-WS-03-01-BU03	DPW	8	Ductile Iron	121	1997	2023	26	100	74	2	2	2	3	5	3	6	\$24,205
HB-WS-03-01-CA01	Columbia Avenue	6	Ductile Iron	366	1988	2023	35	100	65	2	2	2	4	4	3	6	\$65,935
HB-WS-03-01-CA02	Columbia Avenue	6	Ductile Iron	647	1988	2023	35	100	65	2	2	2	5	4	3.25	6.5	\$116,478
HB-WS-03-01-CA03	Columbia Avenue	6	Ductile Iron	599	1988	2023	35	100	65	2	2	2	5	4	3.25	6.5	\$107,878
HB-WS-03-01-CA03	Columbia Avenue Hydrant	6	Ductile Iron	20	1988	2023	35	100	65	2	2	2	1	4	2.25	4.5	\$3,646
HB-WS-03-01-CA03	Columbia Avenue Hydrant	6	Ductile Iron	3	1988	2023	35	100	65	2	2	2	1	4	2.25	4.5	\$610
HB-WS-03-01-CA04	Columbia Avenue	6	Cast Iron	7	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$1,176
HB-WS-03-01-CA04	Columbia Avenue	4	Cast Iron	807	1933	2023	90	120	30	3	2	2	5	3	3	9	\$121,007
HB-WS-03-01-CE01	Cemetery Easement	8	Cast Iron	829	1908	2023	115	120	5	3	2	2	5	5	3.5	10.5	\$165,880
HB-WS-03-01-CE01	Center Street	4	Cast Iron	494	1933	2023	90	120	30	3	2	2	4	3	2.75	8.25	\$74,075
HB-WS-03-01-CE01	Center Street Hydrant	4	Cast Iron	11	1933	2023	90	120	30	3	2	2	1	3	2	6	\$1,691
HB-WS-03-01-CE02	Cemetery Easement	8	Cast Iron	744	1908	2023	115	120	5	3	2	2	5	5	3.5	10.5	\$148,863
HB-WS-03-01-CP01	Cook Place	8	Cast Iron	382	1947	2023	76	120	44	3	2	2	4	5	3.25	9.75	\$76,429
HB-WS-03-01-CP02	Cook Place	6	Cast Iron	44	1933	2023	90	120	30	3	2	2	2	4	2.5	7.5	\$7,977
HB-WS-03-01-EA01	Eaton Place	6	Ductile Iron	871	1984	2023	39	100	61	2	2	2	5	4	3.25	6.5	\$156,690
HB-WS-03-01-EA01	Eaton Place Hydrant	6	Ductile Iron	4	1984	2023	39	100	61	2	2	2	1	4	2.25	4.5	\$647
HB-WS-03-01-EA02	Eaton Ct	6	Ductile Iron	184	1984	2023	39	100	61	2	2	2	3	4	2.75	5.5	\$33,168
HB-WS-03-01-EA03	Eaton Ct	6	Ductile Iron	183	1984	2023	39	100	61	2	2	2	3	4	2.75	5.5	\$32,903
HB-WS-03-01-EB01	E Broad Street	6	Cast Iron	334	1914	2023	109	120	11	3	2	2	4	4	3	9	\$60,066
HB-WS-03-01-EB01	W Broad Street Stub	6	Cast Iron	2	1914	2023	109	120	11	3	2	2	1	4	2.25	6.75	\$418
HB-WS-03-01-EB02	E Broad Street	6	Cast Iron	610	1914	2023	109	120	11	3	2	2	5	4	3.25	9.75	\$109,716
HB-WS-03-01-EB02	E Broad Street Hydrant	6	Cast Iron	6	1914	2023	109	120	11	3	2	2	1	4	2.25	6.75	\$1,128
HB-WS-03-01-EB03	E Broad Street	6	Cast Iron	175	1914	2023	109	120	11	3	2	2	3	4	2.75	8.25	\$31,587
HB-WS-03-01-EB04	E Broad Street	6	Cast Iron	694	1933	2023	90	120	30	3	2	2	5	4	3.25	9.75	\$124,990
HB-WS-03-01-EB04	E Broad Street Hydrant	6	Cast Iron	9	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$1,575
HB-WS-03-01-EB05	E Broad Street	6	Cast Iron	515	1958	2023	65	120	55	5	2	2	4	4	3	15	\$92,641
HB-WS-03-01-EB05	E Broad Street	6	Cast Iron	6	1958	2023	65	120	55	5	2	2	1	4	2.25	11.25	\$1,130
HB-WS-03-01-EB06	E Broad Street	6	Cast Iron	41	1933	2023	90	120	30	3	2	2	2	4	2.5	7.5	\$7,334
HB-WS-03-01-EB07	E Broad Street	4	Cast Iron	598	1933	2023	90	120	30	3	2	2	5	3	3	9	\$89,654
HB-WS-03-01-EC01	Easement Connector	6	Ductile Iron	287	1990	2023	33	100	67	2	2	2	4	4	3	6	\$51,586
HB-WS-03-01-EC02	Easement Connector	6	Ductile Iron	492	1990	2023	33	100	67	2	2	2	4	4	3	6	\$88,585
HB-WS-03-01-EC03	Easement Connector	6	Ductile Iron	298	1988	2023	35	100	65	2	2	2	4	4	3	6	\$53,577
HB-WS-03-01-EG01	Ege Avenue Hydrant	6	Cast Iron	6	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$1,122
HB-WS-03-01-EG01	Ege Avenue	4	Cast Iron	370	1933	2023	90	120	30	3	2	2	4	3	2.75	8.25	\$55,556
HB-WS-03-01-EL01	Elm Street	6	Ductile Iron	1,450	1989	2023	34	100	66	2	2	2	5	4	3.25	6.5	\$260,986
HB-WS-03-01-EL01	Elm Street Hydrant	6	Ductile Iron	28	1990	2023	33	100	67	2	2	2	2	4	2.5	5	\$5,005
HB-WS-03-01-EL01	Elm Street Hydrant	6	Ductile Iron	28	1990	2023	33	100	67	2	2	2	2	4	2.5	5	\$5,099
HB-WS-03-01-EL01	Elm Street Hydrant	6	Ductile Iron	3	1990	2023	33	100	67	2	2	2	1	4	2.25	4.5	\$579
HB-WS-03-01-EL02	Elm Street	8	Ductile Iron	464	2011	2023	12	100	88	1	2	2	4	5	3.25	3.25	\$92,719
HB-WS-03-01-EL04	Elm Street	6	Cast Iron	181	1958	2023	65	120	55	5	2	2	3	4	2.75	13.75	\$32,602
HB-WS-03-01-EL05	Elm Street	4	Cast Iron	402	1933	2023	90	120	30	3	2	2	4	3	2.75	8.25	\$60,308
HB-WS-03-01-EL06	Elm Street	6	Cast Iron	382	1933	2023	90	120	30	3	2	2	4	4	3	9	\$68,719
HB-WS-03-01-EP01	E Prospect Street	6	Cast Iron	383	1970	2023	53	120	67	3	2	2	4	4	3	9	\$68,990
HB-WS-03-01-EP01	E Prospect Street Hydrant	6	Cast Iron	7	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$1,269
HB-WS-03-01-EP02	E Prospect Street	8	Ductile Iron	680	2019	2023	4	100	96	1	2	2	5	5	3.5	3.5	\$135,918
HB-WS-03-01-EP02	E Prospect Street Hydrant	6	Ductile Iron	7	2019	2023	4	100	96	1	2	2	1	4	2.25	2.25	\$1,185
HB-WS-03-01-EP02	E Prospect Street Hydrant	6	Ductile Iron	7	2019	2023	4	100	96	1	2	2	1	4	2.25	2.25	\$1,214
HB-WS-03-01-EP03	E Prospect Street	8	Ductile Iron	1,854	2017	2023	6	100	94	1	2	2	5	5	3.5	3.5	\$370,900
HB-WS-03-01-EP03	E Prospect Street	8	Ductile Iron	27	2017	2023	6	100	94	1	2	2	2	5	2.75	2.75	\$5,472
HB-WS-03-01-EP03	E Prospect Street	8	Ductile Iron	21	2017	2023	6	100	94	1	2	2	1	5	2.5	2.5	\$4,128
HB-WS-03-01-EP03	E Prospect Street Hydrant	6	Ductile Iron	5	2017	2023	6	100	94	1	2	2	1	4	2.25	2.25	\$839

BOROUGH OF HOPEWELL
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ASSET INVENTORY
WATER MAINS

2023

Asset ID	Location	Pipe Dia	Material	Pipe Length	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-01-EP03	E Prospect Street Hydrant	6	Ductile Iron	5	2017	2023	6	100	94	1	2	2	1	4	2.25	2.25	\$936
HB-WS-03-01-EP03	E Prospect Street Hydrant	6	Ductile Iron	9	2017	2023	6	100	94	1	2	2	1	4	2.25	2.25	\$1,555
HB-WS-03-01-EP04	E Prospect Street	6	Cast Iron	15	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$2,629
HB-WS-03-01-FN01	Front Street	6	Cast Iron	615	1942	2023	81	120	39	3	2	2	5	4	3.25	9.75	\$110,769
HB-WS-03-01-FN01	Front Street Hydrant	6	Cast Iron	5	1942	2023	81	120	39	3	2	2	1	4	2.25	6.75	\$957
HB-WS-03-01-FR01	First Street	6	Ductile Iron	613	1988	2023	35	100	65	2	2	2	5	4	3.25	6.5	\$110,409
HB-WS-03-01-FR01	First Street Hydrant	6	Ductile Iron	4	1988	2023	35	100	65	2	2	2	1	4	2.25	4.5	\$750
HB-WS-03-01-GL01	Golden Avenue	6	Cast Iron	446	1933	2023	90	120	30	3	2	2	4	4	3	9	\$80,274
HB-WS-03-01-GL01	Golden Avenue Hydrant	6	Cast Iron	6	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$1,050
HB-WS-03-01-HM01	Hamilton Avenue	6	Cast Iron	892	1933	2023	90	120	30	4	2	2	5	4	3.25	13	\$160,497
HB-WS-03-01-HM01	Hamilton Avenue Hydrant	6	Cast Iron	5	1933	2023	90	120	30	4	2	2	1	4	2.25	9	\$937
HB-WS-03-01-HM01	Hamilton Avenue	6	Cast Iron	13	1933	2023	90	120	30	4	2	2	1	4	2.25	9	\$2,317
HB-WS-03-01-HP01	Hopewell Park	2	Polyethylene	48	1994	2023	29	50	21	2	2	2	2	2	2	4	\$7,232
HB-WS-03-01-HR01	Hart Avenue	6	Cast Iron	855	1947	2023	76	120	44	3	2	2	5	4	3.25	9.75	\$153,958
HB-WS-03-01-HR01	Hart Avenue Hydrant	6	Cast Iron	10	1947	2023	76	120	44	3	2	2	1	4	2.25	6.75	\$1,846
HB-WS-03-01-HR02	Hart Avenue	6	Cast Iron	965	1947	2023	76	120	44	3	2	2	5	4	3.25	9.75	\$173,616
HB-WS-03-01-HR02	Hart Ave Hydrant	6	Cast Iron	9	1947	2023	76	120	44	3	2	2	1	4	2.25	6.75	\$1,679
HB-WS-03-01-HR03	Hart Avenue	6	Ductile Iron	606	2003	2023	20	100	80	1	2	2	5	4	3.25	3.25	\$109,158
HB-WS-03-01-HR03	Hart Avenue Hydrant	6	Ductile Iron	28	2003	2023	20	100	80	1	2	2	2	4	2.5	2.5	\$4,961
HB-WS-03-01-HR04	Hart Avenue	6	Cast Iron	1,247	1947	2023	76	120	44	3	2	2	5	4	3.25	9.75	\$224,504
HB-WS-03-01-HR04	Hart Avenue Stub	6	Cast Iron	33	1947	2023	76	120	44	3	2	2	2	4	2.5	7.5	\$5,958
HB-WS-03-01-HR04	Hart Avenue Hydrant	6	Cast Iron	8	1947	2023	76	120	44	3	2	2	1	4	2.25	6.75	\$1,438
HB-WS-03-01-HR04	Hart Avenue Hydrant	6	Cast Iron	7	1947	2023	76	120	44	3	2	2	1	4	2.25	6.75	\$1,269
HB-WS-03-01-HR04	Hart Avenue Hydrant	6	Cast Iron	8	1947	2023	76	120	44	3	2	2	1	4	2.25	6.75	\$1,475
HB-WS-03-01-LS01	Lafayette Street	8	Cast Iron	615	1933	2023	90	120	30	3	2	2	5	5	3.5	10.5	\$123,080
HB-WS-03-01-LS01	Lafayette Street Hydrant	6	Cast Iron	22	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$4,017
HB-WS-03-01-LS02	Lafayette Street	6	Cast Iron	880	1979	2023	44	120	76	4	2	2	5	4	3.25	13	\$158,343
HB-WS-03-01-LS02	Lafayette Street Hydrant	6	Cast Iron	25	1979	2023	44	120	76	4	2	2	1	4	2.25	9	\$4,504
HB-WS-03-01-LS03	Lafayette Street	8	Ductile Iron	703	2011	2023	12	100	88	1	2	2	5	5	3.5	3.5	\$140,681
HB-WS-03-01-LS03	Lafayette Street Hydrant	6	Ductile Iron	8	2011	2023	12	100	88	1	2	2	1	4	2.25	2.25	\$1,465
HB-WS-03-01-LS03	Lafayette Street Hydrant	6	Ductile Iron	7	2011	2023	12	100	88	1	2	2	1	4	2.25	2.25	\$1,323
HB-WS-03-01-LU01	Louellen Street	8	Ductile Iron	728	1988	2023	35	100	65	2	2	2	5	5	3.5	7	\$145,619
HB-WS-03-01-LU01	Louellen Street Hydrant	6	Ductile Iron	4	1988	2023	35	100	65	2	2	2	1	4	2.25	4.5	\$725
HB-WS-03-01-LU02	Louellen Street	8	Ductile Iron	250	1990	2023	33	100	67	2	2	2	4	5	3.25	6.5	\$49,937
HB-WS-03-01-LU03	Louellen Street	8	Ductile Iron	1,049	1993	2023	30	100	70	2	2	2	5	5	3.5	7	\$209,867
HB-WS-03-01-LU03	Louellen Street Connector	8	Ductile Iron	4	1993	2023	30	100	70	2	2	2	1	5	2.5	5	\$840
HB-WS-03-01-LU03	Louellen Street Connector	8	Ductile Iron	3	1993	2023	30	100	70	2	2	2	1	5	2.5	5	\$599
HB-WS-03-01-LU03	Louellen Street	6	Ductile Iron	9	1993	2023	30	100	70	2	2	2	1	4	2.25	4.5	\$1,597
HB-WS-03-01-LU03	Louellen Street Hydrant	6	Ductile Iron	5	1993	2023	30	100	70	2	2	2	1	4	2.25	4.5	\$956
HB-WS-03-01-LU03	Louellen Street Hydrant	6	Ductile Iron	5	1993	2023	30	100	70	2	2	2	1	4	2.25	4.5	\$849
HB-WS-03-01-LU03	Louellen Street Stub	6	Ductile Iron	5	1993	2023	30	100	70	2	2	2	1	4	2.25	4.5	\$835
HB-WS-03-01-LU04	Louellen Street Stub	6	Cast Iron	19	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$3,428
HB-WS-03-01-LU04	Louellen Street Connector	6	Ductile Iron	9	1993	2023	30	100	70	2	2	2	1	4	2.25	4.5	\$1,689
HB-WS-03-01-MA01	Maple Street	6	Cast Iron	374	1914	2023	109	120	11	3	2	2	4	4	3	9	\$67,363
HB-WS-03-01-MD01	Model Avenue	6	Cast Iron	1,086	1951	2023	72	120	48	3	2	2	5	4	3.25	9.75	\$195,496
HB-WS-03-01-MD01	Model Avenue Hydrant	6	Cast Iron	8	1951	2023	72	120	48	3	2	2	1	4	2.25	6.75	\$1,497
HB-WS-03-01-MD01	Model Avenue Hydrant	6	Cast Iron	16	1951	2023	72	120	48	3	2	2	1	4	2.25	6.75	\$2,925
HB-WS-03-01-MD02	Model Avenue	6	Cast Iron	1,148	1951	2023	72	120	48	3	2	2	5	4	3.25	9.75	\$206,676
HB-WS-03-01-MD02	Model Avenue Hydrant	6	Cast Iron	7	1951	2023	72	120	48	3	2	2	1	4	2.25	6.75	\$1,298
HB-WS-03-01-MD02	Model Avenue Hydrant	6	Cast Iron	9	1951	2023	72	120	48	3	2	2	1	4	2.25	6.75	\$1,653
HB-WS-03-01-MD02	Model Avenue Hydrant	6	Cast Iron	9	1951	2023	72	120	48	3	2	2	1	4	2.25	6.75	\$1,530
HB-WS-03-01-ME01	Mercer Street	6	Cast Iron	657	1951	2023	72	120	48	3	2	2	5	4	3.25	9.75	\$118,197
HB-WS-03-01-ME01	Mercer Street Hydrant	6	Cast Iron	16	1951	2023	72	120	48	3	2	2	1	4	2.25	6.75	\$2,938
HB-WS-03-01-ME02	Mercer Street	6	Cast Iron	15	1914	2023	109	120	11	3	2	2	1	4	2.25	6.75	\$2,690
HB-WS-03-01-NE01	Newell Place	4	Cast Iron	359	1979	2023	44	120	76	4	2	2	4	3	2.75	11	\$53,842
HB-WS-03-01-NG01	N Greenwood Avenue	4	Cast Iron	584	1933	2023	90	120	30	3	2	2	4	3	2.75	2.75	\$87,665

BOROUGH OF HOPEWELL
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ASSET INVENTORY
WATER MAINS

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Asset ID	Location	Pipe Dia	Material	Pipe Length	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-01-NG02	N Greenwood Avenue	4	Cast Iron	257	1914	2023	109	120	11	3	2	2	3	3	2.5	7.5	\$38,485
HB-WS-03-01-NG03	N Greenwood Avenue	6	Cast Iron	146	1914	2023	109	120	11	3	2	2	3	4	2.75	8.25	\$26,362
HB-WS-03-01-NG04	N Greenwood Avenue	3	Cast Iron	184	1914	2023	109	120	11	3	2	2	3	2	2.25	6.75	\$27,675
HB-WS-03-01-NG05	N Greenwood Avenue	4	Ductile Iron	22	1994	2023	29	100	71	3	2	2	1	3	2	6	\$3,261
HB-WS-03-01-NG06	N Greenwood Hydrant	6	Ductile Iron	3	1994	2023	29	100	71	2	2	2	1	4	2.25	4.5	\$584
HB-WS-03-01-NG06	N Greenwood Avenue	4	Ductile Iron	10	1994	2023	29	100	71	2	2	2	1	3	2	4	\$1,544
HB-WS-03-01-NG07	N Greenwood Avenue	8	Ductile Iron	361	1994	2023	29	100	71	2	2	2	4	5	3.25	6.5	\$72,164
HB-WS-03-01-NG07	W Broad Street	6	Cast Iron	7	1914	2023	109	120	11	3	2	2	1	4	2.25	6.75	\$1,279
HB-WS-03-01-NL01	N Lanning Avenue	6	Cast Iron	47	1933	2023	90	120	30	3	2	2	2	4	2.5	7.5	\$8,495
HB-WS-03-01-NL02	N Lanning Avenue	8	Ductile Iron	407	1994	2023	29	100	71	2	2	2	4	5	3.25	6.5	\$81,403
HB-WS-03-01-NL02	N Lanning Avenue Hydrant	6	Ductile Iron	21	1994	2023	29	100	71	2	2	2	1	4	2.25	4.5	\$3,748
HB-WS-03-01-PE01	Pierson Place	2	Galvanized	330	1979	2023	44	75	31	5	2	2	4	3	2.75	13.75	\$49,519
HB-WS-03-01-PR01	Princeton Avenue	6	Ductile Iron	452	1989	2023	34	100	66	2	2	2	4	4	3	6	\$81,373
HB-WS-03-01-PR01	Princeton Avenue Hydrant	6	Ductile Iron	12	1989	2023	34	100	66	2	2	2	1	4	2.25	4.5	\$2,182
HB-WS-03-01-PR02	Princeton Avenue	6	Ductile Iron	350	1989	2023	34	100	66	2	2	2	4	4	3	6	\$62,989
HB-WS-03-01-PR03	Princeton Avenue	6	Ductile Iron	338	1989	2023	34	100	66	2	2	2	4	4	3	6	\$60,841
HB-WS-03-01-PR03	Princeton Avenue Hydrant	6	Ductile Iron	10	1990	2023	33	100	67	2	2	2	1	4	2.25	4.5	\$1,788
HB-WS-03-01-PR04	Princeton Avenue	6	Ductile Iron	454	1989	2023	34	100	66	2	2	2	4	4	3	6	\$81,699
HB-WS-03-01-PR04	Princeton Avenue Hydrant	6	Ductile Iron	10	1980	2023	43	100	57	2	2	2	1	4	2.25	4.5	\$1,856
HB-WS-03-01-PR05	Princeton Avenue	4	Cast Iron	271	1933	2023	90	120	30	3	2	2	3	3	2.5	7.5	\$40,703
HB-WS-03-01-PR05	Princeton Avenue Hydrant	4	Cast Iron	48	1933	2023	90	120	30	3	2	2	2	3	2.25	6.75	\$7,259
HB-WS-03-01-PR05	Princeton Avenue Hydrant	4	Cast Iron	3	1933	2023	90	120	30	3	2	2	1	3	2	6	\$510
HB-WS-03-01-RA01	Railroad Place	8	Ductile Iron	625	2022	2023	1	100	99	1	2	2	5	5	3.5	3.5	\$125,065
HB-WS-03-01-RA01	Railroad Place	6	Cast Iron	34	2022	2023	1	120	119	3	2	2	2	4	2.5	7.5	\$6,185
HB-WS-03-01-RA01	Railroad Place	6	Ductile Iron	8	2022	2023	1	100	99	1	2	2	1	4	2.25	2.25	\$1,405
HB-WS-03-01-RE01	Railroad Easement	8	Ductile Iron	107	1994	2023	29	100	71	2	2	2	3	5	3	6	\$21,478
HB-WS-03-01-RE02	Railroad Easement	8	Cast Iron	177	1933	2023	90	120	30	3	2	2	3	5	3	9	\$35,430
HB-WS-03-01-RV01	Reservoir Feed	8	Cast Iron	1,398	1908	2023	115	120	5	3	2	2	5	5	3.5	10.5	\$279,577
HB-WS-03-01-RV01	Grandview Hydrant	6	Cast Iron	4	1979	2023	44	120	76	3	2	2	1	4	2.25	6.75	\$714
HB-WS-03-01-RV02	Reservoir	8	Cast Iron	48	1914	2023	109	120	11	3	2	2	2	5	2.75	8.25	\$9,521
HB-WS-03-01-SC01	Shopping Center	6	Ductile Iron	592	1986	2023	37	100	63	2	2	2	5	4	3.25	6.5	\$106,492
HB-WS-03-01-SC01	Shopping Center Hydrant	6	Ductile Iron	13	1986	2023	37	100	63	2	2	2	1	4	2.25	4.5	\$2,354
HB-WS-03-01-SE01	Second Street	6	Ductile Iron	1,447	1990	2023	33	100	67	2	2	2	5	4	3.25	6.5	\$260,546
HB-WS-03-01-SE01	Second Street Hydrant	6	Ductile Iron	7	1990	2023	33	100	67	2	2	2	1	4	2.25	4.5	\$1,218
HB-WS-03-01-SE01	Second Street Hydrant	6	Ductile Iron	5	1990	2023	33	100	67	2	2	2	1	4	2.25	4.5	\$942
HB-WS-03-01-SE01	Second Street Hydrant	6	Ductile Iron	6	1990	2023	33	100	67	2	2	2	1	4	2.25	4.5	\$1,146
HB-WS-03-01-SG01	S Greenwood Avenue	6	Ductile Iron	193	1933	2023	90	100	10	3	2	2	3	4	2.75	8.25	\$34,675
HB-WS-03-01-SG01	S Greenwood Ave Hydrant	6	Ductile Iron	4	1933	2023	90	100	10	3	2	2	1	4	2.25	6.75	\$781
HB-WS-03-01-SH01	Shaftsbury Avenue	6	Cast Iron	390	1933	2023	90	120	30	3	2	2	4	4	3	9	\$70,124
HB-WS-03-01-SL01	S Lanning Avenue	4	Cast Iron	374	1933	2023	90	120	30	3	2	2	4	3	2.75	8.25	\$56,088
HB-WS-03-01-SM01	Somerset Street	6	Cast Iron	1,365	1933	2023	90	120	30	3	2	2	5	4	3.25	9.75	\$245,750
HB-WS-03-01-SM01	Seminary Avenue	6	Cast Iron	434	1970	2023	53	120	67	3	2	2	4	4	3	9	\$78,043
HB-WS-03-01-SM01	Somerset Street	6	Cast Iron	16	1933	2023	90	120	30	3	2	2	1	4	2.25	6.75	\$2,819
HB-WS-03-01-SM01	Somerset Street Stub	4	Cast Iron	14	1933	2023	90	120	30	3	2	2	1	3	2	6	\$2,153
HB-WS-03-01-SM02	Seminary Avenue	6	Cast Iron	360	1970	2023	53	120	67	3	2	2	4	4	3	9	\$64,845
HB-WS-03-01-SM02	Somerset Street Hydrant	6	Cast Iron	13	1979	2023	44	120	76	3	2	2	1	4	2.25	6.75	\$2,353
HB-WS-03-01-SM02	Seminary Avenue Hydrant	6	Cast Iron	12	1970	2023	53	120	67	3	2	2	1	4	2.25	6.75	\$2,230
HB-WS-03-01-TA01	Taylor Terrace	6	Cast Iron	1,212	1961	2023	62	120	58	3	2	2	5	4	3.25	9.75	\$218,244
HB-WS-03-01-TA02	Taylor Terrace	6	Cast Iron	1,112	1961	2023	62	120	58	3	2	2	5	4	3.25	9.75	\$200,167
HB-WS-03-01-TA03	Taylor Terrace	6	Cast Iron	249	1961	2023	62	120	58	3	2	2	3	4	2.75	8.25	\$44,773
HB-WS-03-01-TA04	Taylor Terrace	6	Ductile Iron	330	1994	2023	29	100	71	2	2	2	4	4	3	6	\$59,471
HB-WS-03-01-TA05	Taylor Terrace Hydrant	6	Ductile Iron	14	1961	2023	62	100	38	2	2	2	1	4	2.25	4.5	\$2,452
HB-WS-03-01-TA06	Taylor Terrace Hydrant	6	Ductile Iron	7	1961	2023	62	100	38	2	2	2	1	4	2.25	4.5	\$1,186
HB-WS-03-01-TA07	Taylor Terrace Hydrant	6	Ductile Iron	8	1993	2023	30	100	70	2	2	2	1	4	2.25	4.5	\$1,486
HB-WS-03-01-VR01	Voorhees Avenue	4	Cast Iron	283	1933	2023	90	120	30	3	2	2	3	3	2.5	7.5	\$42,457
HB-WS-03-01-W401	Well House No 4	6	Ductile Iron	67	1995	2023	28	100	72	2	2	2	2	4	2.5	5	\$12,077

BOROUGH OF HOPEWELL
MERCER COUNTY, NJ

ASSET INVENTORY
WATER MAINS

2023

Asset ID	Location	Pipe Dia	Material	Pipe Length	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-01-W402	Well House No 4	36	Ductile Iron	37	1995	2023	28	100	72	2	2	2	4	5	3.25	6.5	\$11,100
HB-WS-03-01-W403	Well House No 4	4	Ductile Iron	13	1995	2023	28	100	72	2	2	2	1	3	2	4	\$1,981
HB-WS-03-01-W404	Well House No 4	4	Ductile Iron	13	1995	2023	28	100	72	2	2	2	1	3	2	4	\$1,979
HB-WS-03-01-W601	Well No 6	8	Ductile Iron	332	1996	2023	27	100	73	2	2	2	4	5	3.25	6.5	\$66,481
HB-WS-03-01-WB01	W Broad Street	6	Cast Iron	745	1961	2023	62	120	58	5	2	2	5	4	3.25	16.25	\$134,019
HB-WS-03-01-WB01	W Broad Street Hydrant	6	Cast Iron	8	1961	2023	62	120	58	5	2	2	1	4	2.25	11.25	\$1,511
HB-WS-03-01-WB02	W Broad Street	6	Cast Iron	710	1961	2023	62	120	58	5	2	2	5	4	3.25	16.25	\$127,741
HB-WS-03-01-WB02	W Broad Street Hydrant	6	Cast Iron	8	1961	2023	62	120	58	5	2	2	1	4	2.25	11.25	\$1,427
HB-WS-03-01-WB03	W Broad Street	6	Cast Iron	553	1961	2023	62	120	58	5	2	2	5	4	3.25	16.25	\$99,525
HB-WS-03-01-WB04	W Broad Street	6	Cast Iron	550	1914	2023	109	120	11	3	2	2	4	4	3	8.25	\$98,927
HB-WS-03-01-WB05	W Broad Street	6	Cast Iron	261	1914	2023	109	120	11	3	2	2	3	4	2.75	8.25	\$46,912
HB-WS-03-01-WB05	W Broad Street Hydrant	6	Cast Iron	6	1914	2023	109	120	11	3	2	2	1	4	2.25	6.75	\$1,138
HB-WS-03-01-WB06	W Broad Street	6	Cast Iron	1,068	1914	2023	109	120	11	3	2	2	5	4	3.25	9.75	\$192,327
HB-WS-03-01-WB06	W Broad Street Hydrant	6	Cast Iron	9	1914	2023	109	120	11	3	2	2	1	4	2.25	6.75	\$1,635
HB-WS-03-01-WB06	W Prospect Street Hydrant	6	Cast Iron	6	1914	2023	109	120	11	3	2	2	1	4	2.25	6.75	\$994
HB-WS-03-01-WN01	Walnut Street	8	Ductile Iron	272	2012	2023	11	100	89	1	2	2	4	5	3.25	3.25	\$54,317
HB-WS-03-01-WN01	Walnut Street Hydrant	6	Ductile Iron	4	2012	2023	11	100	89	1	2	2	1	4	2.25	2.25	\$687
HB-WS-03-01-WP01	W Prospect Street	8	Ductile iron	1,115	2016	2023	7	100	93	1	2	2	5	5	3.5	3.5	\$222,901
HB-WS-03-01-WP01	W Prospect Street Hydrant	6	Ductile Iron	7	2016	2023	7	100	93	1	2	2	1	4	2.25	2.25	\$1,229
HB-WS-03-01-WP01	W Prospect Street Hydrant	6	Ductile Iron	5	2016	2023	7	100	93	1	2	2	1	4	2.25	2.25	\$905
HB-WS-03-01-WP01	W Prospect Street Hydrant	6	Ductile Iron	7	2016	2023	7	100	93	1	2	2	1	4	2.25	2.25	\$1,190
HB-WS-03-01-WP01	W Prospect Street Hydrant	6	Ductile Iron	19	2016	2023	7	100	93	1	2	2	1	4	2.25	2.25	\$3,383
HB-WS-03-01-WP01	W Prospect Street Hydrant	6	Ductile Iron	7	2016	2023	7	100	93	1	2	2	1	4	2.25	2.25	\$1,217
HB-WS-03-01-WP02	W Prospect Street	8	Ductile Iron	11	2016	2023	7	100	93	1	2	2	1	5	2.5	2.5	\$2,238
HB-WS-03-01-WP03	West Prospect Street	8	Ductile Iron	15	2016	2023	7	100	93	1	2	2	1	5	2.5	2.5	\$2,935
HB-WS-03-01-WS01	Washington Street	8	Ductile Iron	994	2015	2023	8	100	92	1	2	2	5	5	3.5	3.5	\$198,729
HB-WS-03-01-WS01	Washington Street Conn	8	Ductile Iron	15	2015	2023	8	100	92	1	2	2	1	5	2.5	2.5	\$3,025
HB-WS-03-01-WS01	Washington Street Stub	8	Ductile Iron	4	2015	2023	8	100	92	1	2	2	1	5	2.5	2.5	\$816
HB-WS-03-01-WS01	Washington Street Stub	8	Ductile Iron	8	2015	2023	8	100	92	1	2	2	1	5	2.5	2.5	\$1,633
HB-WS-03-01-WS01	Washington Street Hydrant	6	Ductile Iron	12	2015	2023	8	100	92	1	2	2	1	4	2.25	2.25	\$2,212
HB-WS-03-01-WS01	Washington Street Hydrant	6	Ductile Iron	12	2015	2023	8	100	92	1	2	2	1	4	2.25	2.25	\$2,130
HB-WS-03-01-WS01	N Greenwood Hydrant	6	Ductile iron	12	2015	2023	8	100	92	1	2	2	1	4	2.25	2.25	\$2,139
HB-WS-03-01-WW01	Windsor Way	6	Cast Iron	302	1961	2023	62	120	58	4	2	2	4	4	3	12	\$54,410
HB-WS-03-01-WW01	Windsor Way Hydrant	6	Cast Iron	11	1961	2023	62	120	58	4	2	2	1	4	2.25	9	\$2,019

55434.23017

\$10,141,453

GENERAL WATER SYSTEM DATA

System Name: Hopewell Water Department
PWSID Number: 1105001
Total Number of Service Connections: 764
Population Served: (Excluding Transient Populations): 1,918
System Source Type: GW
System Size: Small > 3,301



Legend

- Water Valves
- Hydrant Status
 - Active
 - Not Active
- Water Main
 - Pipe Category
 - Cast Iron; Cast iron
 - Copper
 - Ductile Iron
 - Abandoned
- Municipal Boundary

Area "C" - Grandview Ave / Reservoir



WATER SYSTEM MAP
BOROUGH OF HOPEWELL
MERCER COUNTY, NEW JERSEY

Area "A" - St Michael's

Area "B" - Prospect St

Hopewell Borough

WQAA 2023

APPENDIX B

ASSET INVENTORY: WATER VALVES

BOROUGH OF HOPEWELL
MERCER COUNTY, NEW JERSEY

ASSET INVENTORY
WATER VALVE

2023

Asset ID Number	Valve Name	Location	Size	Function	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-02-BL01	BL01	Blackwell Avenue	8	Main Line	1992	2023	31	99	68	2							\$3,500
HB-WS-03-02-BL02	BL02	Blackwell Avenue	6	Hydrant	1933	2023	90	99	9	1							\$2,300
HB-WS-03-02-BL03	BL03	Blackwell Avenue	8	Main Line	1933	2023	90	99	9	3							\$3,500
HB-WS-03-02-BU01	BU01	Burton Avenue	8	Main Line	1908	2023	115	99	-16	3							\$3,500
HB-WS-03-02-BU02	BU02	Burton Avenue	6	Hydrant	1908	2023	115	99	-16	2							\$2,300
HB-WS-03-02-BU03	BU03	Burton Avenue	8	Main Line	1997	2023	26	99	73	1							\$3,500
HB-WS-03-02-CA01	CA01	Columbia Avenue	6	Main Line	1988	2023	35	99	64	2							\$2,300
HB-WS-03-02-CA02	CA02	Columbia Avenue	6	Main Line	1970	2023	53	99	46	2							\$2,300
HB-WS-03-02-CA03	CA03	Princeton Avenue	6	Main Line	1988	2023	35	99	64	2							\$2,300
HB-WS-03-02-CA04	CA04	Columbia Avenue	6	Main Line	1989	2023	34	99	65	2							\$2,300
HB-WS-03-02-CA05	CA05	Columbia Avenue	6	Hydrant	1988	2023	35	99	64	3							\$2,300
HB-WS-03-02-CA06	CA06	Columbia Avenue	6	Hydrant	1988	2023	35	99	64	3							\$2,300
HB-WS-03-02-CA07	CA07	Columbia Avenue	6	Main Line	1933	2023	90	99	9	2							\$2,300
HB-WS-03-02-CA08	CA08	Columbia Avenue	6	Hydrant	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-CE09	CE01	Center Street	6	Hydrant	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-CE02	CE02	Center Street	4	Main Line	1933	2023	90	99	9	2							\$1,800
HB-WS-03-02-CP01	CP01	Cook Place	8	Main Line	1947	2023	76	99	23	2							\$3,500
HB-WS-03-02-CP02	CP02	Cook Place	6	Main Line	1947	2023	76	99	23	2							\$2,300
HB-WS-03-02-EA01	EA01	W Broad Street	6	Main Line	1984	2023	39	99	60	2							\$2,300
HB-WS-03-02-EA02	EA02	Eaton Place	6	Main Line	1984	2023	39	99	60	2							\$2,300
HB-WS-03-02-EA03	EA03	Eaton Place	6	Hydrant	1984	2023	39	99	60	2							\$2,300
HB-WS-03-02-EA04	EA04	Eaton Place	6	Main Line	1984	2023	39	99	60	2							\$2,300
HB-WS-03-02-EB01	EB01	E Broad Street	6	Main Line	1914	2023	109	99	-10	4							\$2,300
HB-WS-03-02-EB02	EB02	E Broad Street	6	Hydrant	1914	2023	109	99	-10	3							\$2,300
HB-WS-03-02-EB03	EB03	E Broad Street	6	Main Line	1914	2023	109	99	-10	2							\$2,300
HB-WS-03-02-EB04	EB04	E Broad Street	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-EB05	EB05	E Broad Street	6	Main Line	1986	2023	37	99	62	3							\$2,300
HB-WS-03-02-EB06	EB06	E Broad Street	6	Hydrant	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-EB07	EB07	E Broad Street	6	Main Line	2019	2023	4	99	95	1							\$2,300
HB-WS-03-02-EB08	EB08	E Broad Street	6	Hydrant	1958	2023	65	99	34	2							\$2,300
HB-WS-03-02-EB09	EB09	E Broad Street	6	Main Line	1933	2023	90	99	9								\$2,300
HB-WS-03-02-EB10	EB10	E Broad Street	6	Main Line	1933	2023	90	99	9	4							\$2,300
HB-WS-03-02-EB11	EB11	E Broad Street	4	Main Line	1933	2023	90	99	9								\$1,800
HB-WS-03-02-EB12	EB12	E Broad Street	6	Main Line	2019	2023	4	99	95	1							\$2,300
HB-WS-03-02-EG01	EG01	W Broad Street	4	Main Line	1933	2023	90	99	9	5							\$1,800
HB-WS-03-02-EG02	EG02	Ege Avenue	4	Main Line	2016	2023	7	99	92	1							\$1,800
HB-WS-03-02-EG03	EG03	Ege Avenue	6	Hydrant	1933	2023	90	99	9	2							\$2,300
HB-WS-03-02-EL01	EL01	Elm Street	6	Main Line	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-EL02	EL02	Elm Street	6	Hydrant	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-EL04	EL04	Elm Street	6	Main Line	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-EL05	EL05	Elm Street	6	Hydrant	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-EL06	EL06	Elm Street	6	Hydrant	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-EL07	EL07	Elm Street	8	Main Line	2011	2023	12	99	87	1							\$3,500
HB-WS-03-02-EL08	EL08	Elm Street	8	Main Line	2011	2023	12	99	87	1							\$3,500
HB-WS-03-02-EL09	EL09	Elm Street	4	Main Line	1933	2023	90	99	9	3							\$1,800
HB-WS-03-02-EP01	EP01	E Prospect Street	2	Main Line	1994	2023	29	99	70	1							
HB-WS-03-02-EP02	EP02	E Prospect Street	8	Main Line	1996	2023	27	99	72	3							\$3,500
HB-WS-03-02-EP03	EP03	E Prospect Street	6	Hydrant	1970	2023	53	99	46	3							\$2,300
HB-WS-03-02-EP04	EP04	E Prospect Street	6	Main Line	1970	2023	53	99	46	3							\$2,300
HB-WS-03-02-EP05	EP05	E Prospect Street	6	Main Line	2019	2023	4	99	95	1							\$2,300
HB-WS-03-02-EP06	EP06	E Prospect Street	6	Hydrant	2019	2023	4	99	95	1							\$2,300
HB-WS-03-02-EP07	EP07	E Prospect Street	6	Hydrant	2019	2023	4	99	95	1							\$2,300
HB-WS-03-02-EP08	EP08	Princeton Avenue	6	Main Line	2019	2023	4	99	95	1							\$2,300
HB-WS-03-02-EP09	EP09	E Prospect Street	6	Main Line	2017	2023	6	99	93	1							\$2,300
HB-WS-03-02-EP10	EP10	E Prospect Street	6	Hydrant	2017	2023	6	99	93	1							\$2,300
HB-WS-03-02-EP11	EP11	E Prospect Street	8	Main Line	2017	2023	6	99	93	1							\$3,500
HB-WS-03-02-EP12	EP12	E Prospect Street	6	Main Line	2017	2023	6	99	93	1							\$2,300
HB-WS-03-02-EP13	EP13	E Prospect Street	6	Main Line	2017	2023	6	99	93	1							\$2,300
HB-WS-03-02-EP14	EP14	E Prospect Street	6	Hydrant	2017	2023	6	99	93	1							\$2,300
HB-WS-03-02-EP15	EP15	E Prospect Street	8	Main Line	2017	2023	6	99	93	1							\$3,500
HB-WS-03-02-EP16	EP16	E Prospect Street	6	Hydrant	2017	2023	6	99	93	1							\$2,300
HB-WS-03-02-FN01	FN01	Front Street	6	Hydrant	1942	2023	81	99	18	3							\$2,300
HB-WS-03-02-FN02	FN02	Front Street	6	Main Line	1942	2023	81	99	18	3							\$2,300
HB-WS-03-02-FR01	FR01	Princeton Avenue	6	Main Line	1988	2023	35	99	64	2							\$2,300
HB-WS-03-02-FR02	FR02	First Street	6	Hydrant	1988	2023	35	99	64	4							\$2,300
HB-WS-03-02-GL01	GL01	Shaftsburry Avenue	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-GL02	GL02	Golden Avenue	6	Hydrant	1933	2023	90	99	9	4							\$2,300

BOROUGH OF HOPEWELL
MERCER COUNTY, NEW JERSEY

ASSET INVENTORY
WATER VALVE

2023

Asset ID Number	Valve Name	Location	Size	Function	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-02-GL03	GL03	Golden Avenue	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-GR01	GR01	Grandview Avenue	6	Hydrant	1908	2023	115	99	-16	2							\$2,300
HB-WS-03-02-HC01	HC01	Highland Cemetary	8	Main Line	1908	2023	115	99	-16	1							\$3,500
HB-WS-03-02-HC02	HC02	Highland Cemetary	8	Main Line	1908	2023	115	99	-16	5							\$3,500
HB-WS-03-02-HC03	HC03	Highland Cemetary	8	Main Line	1908	2023	115	99	-16	0							\$3,500
HB-WS-03-02-HM01	HM01	Hamilton Avenue	6	Hydrant	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-HM02	HM02	Hamilton Avenue	6	Hydrant	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-HM03	HM03	Hamilton Avenue	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-HR01	HR01	Hart Avenue	6	Hydrant	1947	2023	76	99	23	3							\$2,300
HB-WS-03-02-HR02	HR02	Hart Avenue	6	Main Line	1947	2023	76	99	23	3							\$2,300
HB-WS-03-02-HR03	HR03	Hart Avenue	6	Hydrant	1947	2023	76	99	23	5							\$2,300
HB-WS-03-02-HR04	HR04	Hart Avenue	6	Main Line	1947	2023	76	99	23	3							\$2,300
HB-WS-03-02-HR05	HR05	Hart Avenue	6	Main Line	1999	2023	24	99	75	1							\$2,300
HB-WS-03-02-HR06	HR06	Hart Avenue	6	Hydrant	2003	2023	20	99	79	1							\$2,300
HB-WS-03-02-HR07	HR07	Hart Avenue	6	Main Line	1947	2023	76	99	23	1							\$2,300
HB-WS-03-02-HR08	HR08	Hart Avenue	6	Stub	1947	2023	76	99	23	3							\$2,300
HB-WS-03-02-HR09	HR09	Hart Avenue	6	Hydrant	1947	2023	76	99	23	4							\$2,300
HB-WS-03-02-HR10	HR10	Hart Avenue	6	Hydrant	1947	2023	76	99	23	3							\$2,300
HB-WS-03-02-HR11	HR11	Hart Avenue	6	Main Line	1947	2023	76	99	23	3							\$2,300
HB-WS-03-02-HR12	HR12	Hart Avenue	6	Hydrant	1947	2023	76	99	23	4							\$2,300
HB-WS-03-02-HR13	HR13	Hart Avenue	6	Main Line	1947	2023	76	99	23	3							\$2,300
HB-WS-03-02-IC01	IC01	E Broad Street	16	Main Line	2005	2023	18	99	81								\$6,800
HB-WS-03-02-IC02	IC02	E Broad Street	8	Main Line	2005	2023	18	99	81								\$3,500
HB-WS-03-02-IC03	IC03	Elm Street	6	Hydrant	2005	2023	18	99	81								\$2,300
HB-WS-03-02-IC04	IC04	Elm Street	8	na	2005	2023	18	99	81								\$3,500
HB-WS-03-02-IC05	IC05	Elm Street	8	na	2005	2023	18	99	81								\$3,500
HB-WS-03-02-LS01	LS01	Lafayette Street	8	Main Line	1933	2023	90	99	9	3							\$3,500
HB-WS-03-02-LS02	LS02	Lafayette Street	6	Hydrant	1933	2023	90	99	9	1							\$2,300
HB-WS-03-02-LS03	LS03	Lafayette Street	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-LS04	LS04	Hamilton Avenue	6	Main Line	2005	2023	18	99	81	1							\$2,300
HB-WS-03-02-LS05	LS05	Hamilton Avenue	6	Main Line	2006	2023	17	99	82	2							\$2,300
HB-WS-03-02-LS06	LS06	Lafayette Street	6	Hydrant	2006	2023	17	99	82	2							\$2,300
HB-WS-03-02-LS07	LS07	Lafayette Street	6	Main Line	1986	2023	37	99	62	3							\$2,300
HB-WS-03-02-LS08	LS08	Lafayette Street	8	Main Line	2011	2023	12	99	87	1							\$3,500
HB-WS-03-02-LS09	LS09	Lafayette Street	6	Hydrant	2011	2023	12	99	87	1							\$2,300
HB-WS-03-02-LS10	LS10	Lafayette Street	6	Hydrant	2011	2023	12	99	87	1							\$2,300
HB-WS-03-02-LU01	LU01	Louellen Street	6	Main Line	1984	2023	39	99	60	2							\$2,300
HB-WS-03-02-LU02	LU02	Louellen Street	8	Main Line	1984	2023	39	99	60	2							\$3,500
HB-WS-03-02-LU03	LU03	Louellen Street	6	Hydrant	1988	2023	35	99	64	3							\$2,300
HB-WS-03-02-LU04	LU04	Louellen Street	8	Main Line	1988	2023	35	99	64	3							\$3,500
HB-WS-03-02-LU05	LU05	Louellen Street	8	Main Line	1990	2023	33	99	66	2							\$3,500
HB-WS-03-02-LU06	LU06	Easement	8	Main Line	1994	2023	29	99	70	2							\$3,500
HB-WS-03-02-LU07	LU07	Easement	6	Main Line	1994	2023	29	99	70	2							\$2,300
HB-WS-03-02-LU08	LU08	Louellen Street	6	Hydrant	1993	2023	30	99	69	2							\$2,300
HB-WS-03-02-LU09	LU09	Louellen Street	6	Main Line	2007	2023	16	99	83	1							\$2,300
HB-WS-03-02-LU10	LU10	Louellen Street	8	Main Line	1993	2023	30	99	69	2							\$3,500
HB-WS-03-02-LU11	LU11	Louellen Street	6	Main Line	1933	2023	90	99	9								\$2,300
HB-WS-03-02-LU12	LU12	Louellen Street	8	Main Line	1993	2023	30	99	69	2							\$3,500
HB-WS-03-02-LU13	LU13	Louellen Street	6	Main Line	1984	2023	39	99	60	3							\$2,300
HB-WS-03-02-LU14	LU14	Louellen Street	8	Main Line	1993	2023	30	99	69	2							\$3,500
HB-WS-03-02-LU15	LU15	Louellen Street	6	Main Line	1995	2023	28	99	71	4							\$2,300
HB-WS-03-02-LU16	LU16	Louellen Street	6	Main Line	1995	2023	28	99	71	2							\$2,300
HB-WS-03-02-LU17	LU17	Louellen Street	6	Hydrant	1993	2023	30	99	69	3							\$2,300
HB-WS-03-02-LU18	LU18	Louellen Street	8	Main Line	1993	2023	30	99	69	2							\$3,500
HB-WS-03-02-LU19	LU19	Louellen Street	6	Main Line	1933	2023	90	99	9	2							\$2,300
HB-WS-03-02-LU20	LU20	Louellen Street	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-LU21	LU21	Louellen Street	6	Main Line	1933	2023	90	99	9	5							\$2,300
HB-WS-03-02-MA01	MA01	Maple Street	6	Main Line	1914	2023	109	99	-10	3							\$2,300
HB-WS-03-02-MA02	MA02	Maple Street	6	Main Line	1914	2023	109	99	-10	2							\$2,300
HB-WS-03-02-MD01	MD01	Model Avenue	6	Hydrant	1951	2023	72	99	27	3							\$2,300
HB-WS-03-02-MD02	MD02	Model Avenue	6	Main Line	1951	2023	72	99	27	3							\$2,300
HB-WS-03-02-MD03	MD03	Model Avenue	6	Hydrant	1992	2023	31	99	68	2							\$2,300
HB-WS-03-02-MD04	MD04	Model Avenue	6	Main Line	1951	2023	72	99	27	3							\$2,300
HB-WS-03-02-MD05	MD05	Model Avenue	6	Hydrant	1951	2023	72	99	27	2							\$2,300
HB-WS-03-02-MD06	MD06	Model Avenue	6	Hydrant	1951	2023	72	99	27	4							\$2,300
HB-WS-03-02-MD07	MD07	Model Avenue	6	Hydrant	1951	2023	72	99	27	3							\$2,300
HB-WS-03-02-MD08	MD08	Model Avenue	6	Main Line	1951	2023	72	99	27	3							\$2,300

BOROUGH OF HOPEWELL
MERCER COUNTY, NEW JERSEY

ASSET INVENTORY
WATER VALVE

2023

Asset ID Number	Valve Name	Location	Size	Function	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-02-ME01	ME01	Model Avenue	6	Main Line	1951	2023	72	99	27	3							\$2,300
HB-WS-03-02-ME02	ME02	Mercer Street	6	Hydrant	1951	2023	72	99	27	4							\$2,300
HB-WS-03-02-ME03	ME03	Mercer Street	6	Main Line	1914	2023	109	99	-10	3							\$2,300
na	na	Elm Street	6	na	na	2023	#VALUE!	99	#VALUE!								\$2,300
na	na	Elm Street	8	na	na	2023	#VALUE!	99	#VALUE!								\$3,500
na	na	Elm Street	6	na	na	2023	#VALUE!	99	#VALUE!								\$2,300
na	na	Elm Street	6	na	na	2023	#VALUE!	99	#VALUE!								\$2,300
na	na	Shopping Center	6	Hydrant	na	2023	#VALUE!	99	#VALUE!								\$2,300
HB-WS-03-02-NE01	NE01	Hart Avenue	4	Main Line	1979	2023	44	99	55	3							\$1,800
HB-WS-03-02-NG01	NG01	N Greenwood Avenue	6	Hydrant	2015	2023	8	99	91	1							\$2,300
HB-WS-03-02-NG02	NG02	N Greenwood Avenue	4	Main Line	1933	2023	90	99	9	3							\$1,800
HB-WS-03-02-NG03	NG03	N Greenwood Avenue	6	Main Line	1942	2023	81	99	18	3							\$2,300
HB-WS-03-02-NG04	NG04	N Greenwood Avenue	8	Main Line	1994	2023	29	99	70	2							\$3,500
HB-WS-03-02-NG05	NG05	N Greenwood Avenue	6	Hydrant	1994	2023	29	99	70	2							\$2,300
HB-WS-03-02-NG06	NG06	W Broad Street	6	Main Line	1914	2023	109	99	-10	1							\$2,300
HB-WS-03-02-NL01	NL01	N Lanning Avenue	8	Main Line	1994	2023	29	99	70	2							\$3,500
HB-WS-03-02-NL02	NL02	N Lanning Avenue	6	Hydrant	1994	2023	29	99	70	3							\$2,300
HB-WS-03-02-NL03	NL03	W Broad Street	8	Main Line	1994	2023	29	99	70	2							\$3,500
HB-WS-03-02-NR01	NR01	North Star Avenue	8	Main Line	1908	2023	115	99	-16	4							\$3,500
HB-WS-03-02-NR02	NR02	North Star Avenue	8	Main Line	1908	2023	115	99	-16	4							\$3,500
HB-WS-03-02-PE01	PE01	Pierson Place	2	Main Line	1999	2023	24	99	75	4							
HB-WS-03-02-PR01	PR01	Princeton Avenue	6	Hydrant	1989	2023	34	99	65	2							\$2,300
HB-WS-03-02-PR02	PR02	Princeton Avenue	6	Main Line	1989	2023	34	99	65	2							\$2,300
HB-WS-03-02-PR03	PR03	Princeton Avenue	6	Main Line	1989	2023	34	99	65	2							\$2,300
HB-WS-03-02-PR04	PR04	Princeton Avenue	6	Hydrant	1989	2023	34	99	65	2							\$2,300
HB-WS-03-02-PR05	PR05	Princeton Avenue	6	Main Line	1989	2023	34	99	65	2							\$2,300
HB-WS-03-02-PR06	PR06	Princeton Avenue	6	Hydrant	1989	2023	34	99	65	3							\$2,300
HB-WS-03-02-PR07	PR07	Princeton Avenue	6	Main Line	1989	2023	34	99	65	2							\$2,300
HB-WS-03-02-PR08	PR08	Princeton Avenue	4	ine Service to	1989	2023	34	99	65	3							\$1,800
HB-WS-03-02-PR09	PR09	Princeton Avenue	4	Hydrant	1989	2023	34	99	65	3							\$1,800
HB-WS-03-02-PR10	PR10	St Michaels Acess Road	4	Main Line	1989	2023	34	99	65	3							\$1,800
na	Private	S. Greenwood Avenue	4	Fire Line	2016	2023	7	99	92	1							\$1,800
HB-WS-03-02-RA01	RA01	Railroad Station Easement	8	Main Line	2022	2023	1	99	98	1							\$3,500
HB-WS-03-02-RA02	RA02	Railroad Station Easement	6	Hydrant	2022	2023	1	99	98	1							\$2,300
HB-WS-03-02-RA03	RA03	Railroad Place	6	Main Line	2022	2023	1	99	98	1							\$2,300
HB-WS-03-02-RA04	RA04	Railroad Place	8	Main Line	2022	2023	1	99	98	1							\$3,500
HB-WS-03-02-SM01	SA01	Seminary Avenue	6	Main Line	1970	2023	53	99	46	3							\$2,300
HB-WS-03-02-SM02	SA02	Seminary Avenue	6	Main Line	1970	2023	53	99	46	5							\$2,300
HB-WS-03-02-SM03	SA03	Seminary Avenue	6	Hydrant	1970	2023	53	99	46	4							\$2,300
HB-WS-03-02-SE01	SE01	Second Street	6	Main Line	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-SE02	SE02	Second Street	6	Hydrant	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-SE03	SE03	Second Street	6	Hydrant	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-SE04	SE04	Second Street	6	Hydrant	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-SE05	SE05	Second Street	6	Hydrant	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-SE06	SE06	Second Street	6	Main Line	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-SG01	SG01	S Greenwood Avenue	6	Hydrant	1933	2023	90	99	9	2							\$2,300
HB-WS-03-02-SG02	SG02	S Greenwood Avenue	4	Fire Line	2016	2023	7	99	92	1							\$1,800
HB-WS-03-02-SG03	SG03	Columbia Avenue	6	Main Line	1933	2023	90	99	9	2							\$2,300
HB-WS-03-02-SH01	SH01	Shaftsburry Avenue	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-SL01	SL01	S. Lanning Avenue	4	Main Line	2016	2023	7	99	92	1							\$1,800
HB-WS-03-02-SS01	SS01	Somerset Street	6	Main Line	1933	2023	90	99	9	3							\$2,300
HB-WS-03-02-SS02	SS02	Somerset Street	4	Main Line	1933	2023	90	99	9	3							\$1,800
HB-WS-03-02-SS03	SS03	Somerset Street	6	Hydrant	1933	2023	90	99	9	4							\$2,300
HB-WS-03-02-SS04	SS04	Somerset Street	6	Main Line	1990	2023	33	99	66	2							\$2,300
HB-WS-03-02-SS05	SS05	Somerset Street	6	Hydrant	1979	2023	44	99	55	3							\$2,300
HB-WS-03-02-SS06	SS06	Somerset Street	6	Main Line	1979	2023	44	99	55	3							\$2,300
HB-WS-03-02-TT01	TT01	Taylor Terrace	6	Main Line	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT02	TT02	Taylor Terrace	6	Main Lne	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT03	TT03	Taylor Terrace	6	Hydrant	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT04	TT04	Taylor Terrace	6	Main Line	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT05	TT05	Taylor Terrace	6	Main Line	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT06	TT06	Taylor Terrace	6	Hydrant	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT07	TT07	Taylor Terrace	6	Main Line	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT08	TT08	Taylor Terrace	6	Main Lne	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT09	TT09	Taylor Terrace	6	Main Line	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-TT10	TT10	Taylor Terrace	6	Main Line	1994	2023	29	99	70	2							\$2,300
HB-WS-03-02-TT11	TT11	Taylor Terrace	6	Hydrant	1994	2023	29	99	70	2							\$2,300

BOROUGH OF HOPEWELL
MERCER COUNTY, NEW JERSEY

ASSET INVENTORY
WATER VALVE

2023

Asset ID Number	Valve Name	Location	Size	Function	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-02-VR01	VR01	Model Avenue	4	Main Line	1933	2023	90	99	9	3							\$1,800
HB-WS-03-02-VR02	VR02	Vorhees Avenue	4	Main Line	1933	2023	90	99	9	3							\$1,800
HB-WS-03-02-WB01	WB01	W Broad Street	6	Main Line	1961	2023	62	99	37	3							\$2,300
HB-WS-03-02-WB02	WB02	W Broad Street	6	Hydrant	1961	2023	62	99	37	4							\$2,300
HB-WS-03-02-WB03	WB03	W Broad Street	6	Main Line	1961	2023	62	99	37	2							\$2,300
HB-WS-03-02-WB04	WB04	W Broad Street	6	Hydrant	1961	2023	62	99	37	5							\$2,300
HB-WS-03-02-WB05	WB05	W Broad Street	6	Main Line	1914	2023	109	99	-10	3							\$2,300
HB-WS-03-02-WB06	WB06	W. Broad Street	4	Fire Line	2019	2023	4	99	95	1							\$1,800
HB-WS-03-02-WB07	WB07	W Broad Street	6	Main Line	1914	2023	109	99	-10	5							\$2,300
HB-WS-03-02-WB08	WB08	W Broad Street	6	Hydrant	1914	2023	109	99	-10	2							\$2,300
HB-WS-03-02-WB09	WB09	W Broad Street	6	Hydrant	1914	2023	109	99	-10	3							\$2,300
HB-WS-03-02-WB10	WB10	W Broad Street	6	Hydrant	1993	2023	30	99	69	2							\$2,300
HB-WS-03-02-WB11	WB11	W Broad Street	6	Main Line	1914	2023	109	99	-10	5							\$2,300
HB-WS-03-02-WN01	WN01	Walnut Avenue	8	Main Line	2012	2023	11	99	88	1							\$3,500
HB-WS-03-02-WN02	WN02	Wanut Avenue	6	Hydrant	2012	2023	11	99	88	1							\$2,300
HB-WS-03-02-WP01	WP01	W Prospect Street	6	Hydrant	2016	2023	7	99	92	1							\$2,300
HB-WS-03-02-WP02	WP02	W Prospect Street	8	Main Line	2016	2023	7	99	92	1							\$3,500
HB-WS-03-02-WP03	WP03	W Prospect Street	6	Hydrant	2016	2023	7	99	92	1							\$2,300
HB-WS-03-02-WP04	WP04	W Prospect Street	6	Hydrant	2016	2023	7	99	92	1							\$2,300
HB-WS-03-02-WP05	WP05	W Prospect Street	8	Main Line	2016	2023	7	99	92	1							\$3,500
HB-WS-03-02-WP06	WP06	W Prospect Street	8	Main Line	2016	2023	7	99	92	1							\$3,500
HB-WS-03-02-WP07	WP07	W Prospect Street	6	Hydrant	2016	2023	7	99	92	1							\$2,300
HB-WS-03-02-WP08	WP08	W Prospect Street	6	Hydrant	2016	2023	7	99	92	1							\$2,300
HB-WS-03-02-WP09	WP09	W Prospect Street	1	Main Line	2016	2023	7	99	92	1							
HB-WS-03-02-WS01	WS01	Wasshington Avenue	8	Main Line	2015	2023	8	99	91	1							\$3,500
HB-WS-03-02-WS02	WS02	Washington Avenue	8	Main Line	2015	2023	8	99	91	1							\$3,500
HB-WS-03-02-WS03	WS03	Wasshington Avenue	8	Stub	2015	2023	8	99	91	1							\$3,500
HB-WS-03-02-WS04	WS04	Wasshington Avenue	8	Stub	2015	2023	8	99	91	1							\$3,500
HB-WS-03-02-WS05	WS05	Wasshington Avenue	8	Main Line	2015	2023	8	99	91	1							\$3,500
HB-WS-03-02-WS06	WS06	Washington Avenue	6	Hydrant	2015	2023	8	99	91	1							\$2,300
HB-WS-03-02-WS07	WS07	Wasshington Avenue	6	Hydrant	2015	2023	8	99	91	1							\$2,300
HB-WS-03-02-WW01	WW01	Windsor Way	6	Hydrant	1961	2023	62	99	37	3							\$2,300

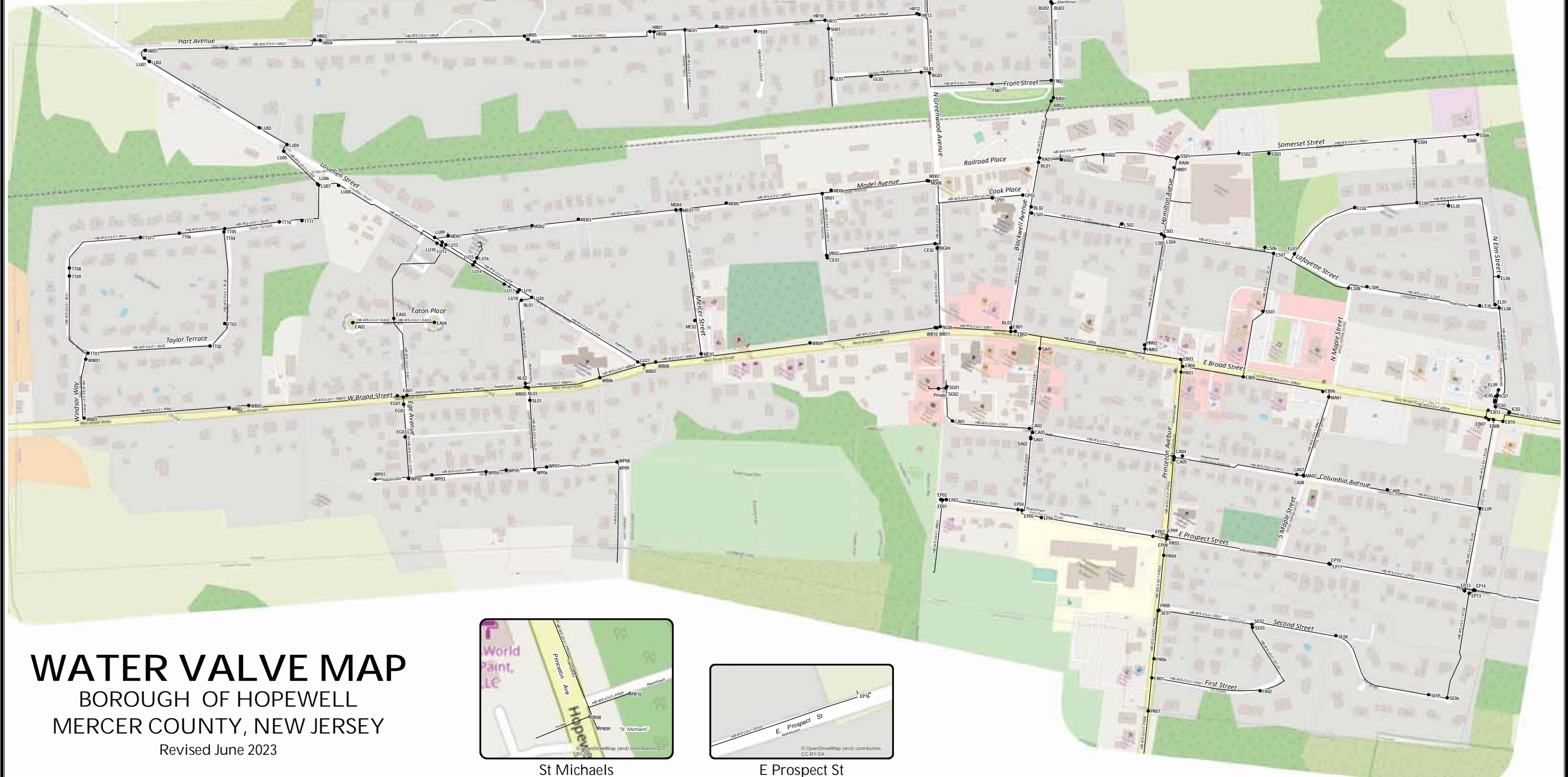
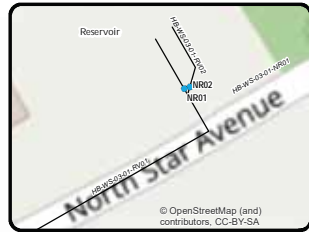
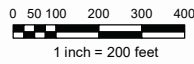
TOTAL \$576,600

Legend

Valve Size

- 16" (1)
- 2" (1)
- 4" (17)
- 6" (164)
- 8" (41)

HBMunBoundary



APPENDIX C

ASSET INVENTORY: FIRE HYDRANTS

BOROUGH OF HOPEWELL
MERCER COUNTY, NJ

ASSET INVENTORY
FIRE HYDRANTS

2023

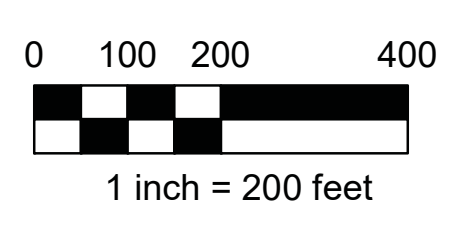
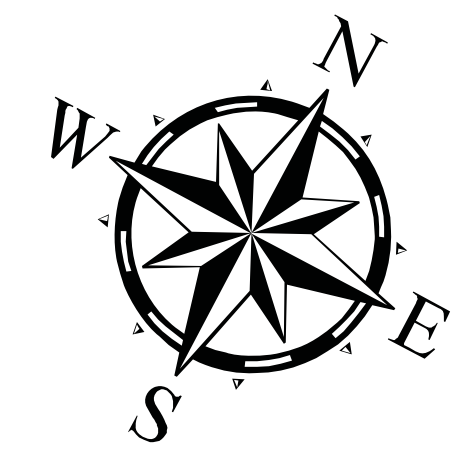
Asset ID	Hyd No	Location	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-03-001	001	Princeton Ave	1979	2023	44	75	31	5	1	1	1	4	1.75	8.75	\$8,500
HB-WS-03-03-040	040	W Broad St	1961	2023	62	75	13	5	1	1	1	4	1.75	8.75	\$8,500
HB-WS-03-03-045	045	Hart Ave	1947	2023	76	75	-1	5	1	1	1	4	1.75	8.75	\$8,500
HB-WS-03-03-055	055	Louellen St	1986	2023	37	75	38	5	1	1	1	4	1.75	8.75	\$8,500
HB-WS-03-03-009	009	Seminary Ave	1970	2023	53	75	22	5	1	1	1	4	1.75	8.75	\$8,500
HB-WS-03-03-018	018	Somerset St	1939	2023	84	75	-9	5	1	1	1	4	1.75	8.75	\$8,500
HB-WS-03-03-041	041	W Broad St	1962	2023	61	75	14	4	1	1	1	4	1.75	7	\$8,500
HB-WS-03-03-047	047	Hart Ave	1983	2023	40	75	35	4	1	1	1	4	1.75	7	\$8,500
HB-WS-03-03-049	049	Golden Ave	1933	2023	90	75	-15	4	1	1	1	4	1.75	7	\$8,500
HB-WS-03-03-062	062	Somerset St	1974	2023	49	75	26	4	1	1	1	4	1.75	7	\$8,500
HB-WS-03-03-011	011	Princeton Ave	1990	2023	33	75	42	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-012	012	E Broad St	1978	2023	45	75	30	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-013	013	Columbia Ave	1983	2023	40	75	35	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-014	014	Columbia Ave	1967	2023	56	75	19	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-020	020	Railroad Pl	1992	2023	31	75	44	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-023	023	Hamilton Ave	1971	2023	52	75	23	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-024	024	E Broad St	1967	2023	56	75	19	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-025	025	Model Ave	1970	2023	53	75	22	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-027	027	Model Ave	1967	2023	56	75	19	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-028	028	Center St	1969	2023	54	75	21	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-029	029	W Broad St	1967	2023	56	75	19	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-031	031	Mercer St	1950	2023	73	75	2	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-042	042	Windsor Way	1961	2023	62	75	13	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-043	043	Taylor Terrace	1964	2023	59	75	16	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-048	048	Hart Ave	1970	2023	53	75	22	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-050	050	Hart Ave	1936	2023	87	75	-12	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-051	051	Front St	1933	2023	90	75	-15	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-054	054	Hart Ave	1986	2023	37	75	38	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-059	059	Princeton Ave	1980	2023	43	75	32	3	1	1	1	4	1.75	5.25	\$8,500
HB-WS-03-03-005	005	Princeton Ave	1990	2023	33	75	42	2	1	3	1	4	2.25	4.5	\$8,500
HB-WS-03-03-002	002	Grand View Ave	1975	2023	48	75	27	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-008	008	Greenwood Ave	1988	2023	35	75	40	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-010	010	Columbia Ave	1988	2023	35	75	40	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-015	015	E Broad St	1988	2023	35	75	40	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-019	019	Hamilton Ave	1969	2023	54	75	21	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-026	026	W Broad St	1992	2023	31	75	44	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-030	030	Model Ave	1992	2023	31	75	44	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-032	032	Model Ave	1992	2023	31	75	44	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-033	033	Model Ave	1978	2023	45	75	30	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-034	034	Louellen St	1993	2023	30	75	45	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-035	035	W Broad St	1994	2023	29	75	46	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-036	036	N Lanning Ave	1992	2023	31	75	44	2	1	1	1	4	1.75	3.5	\$8,500

BOROUGH OF HOPEWELL
MERCER COUNTY, NJ

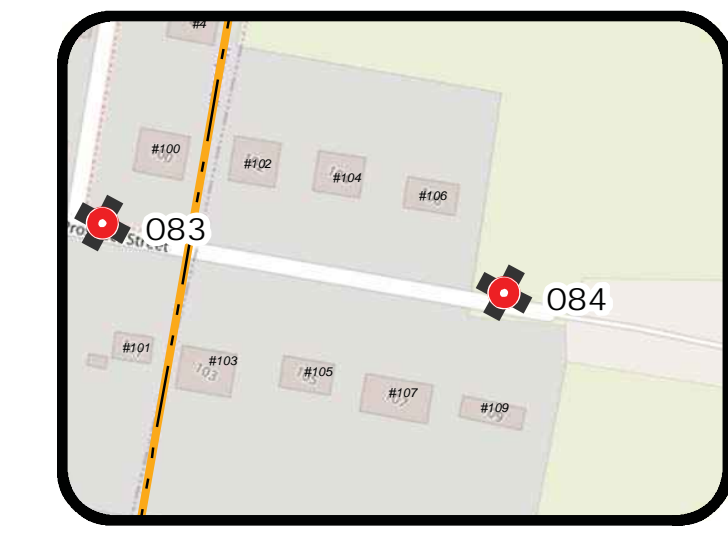
ASSET INVENTORY
FIRE HYDRANTS

2023

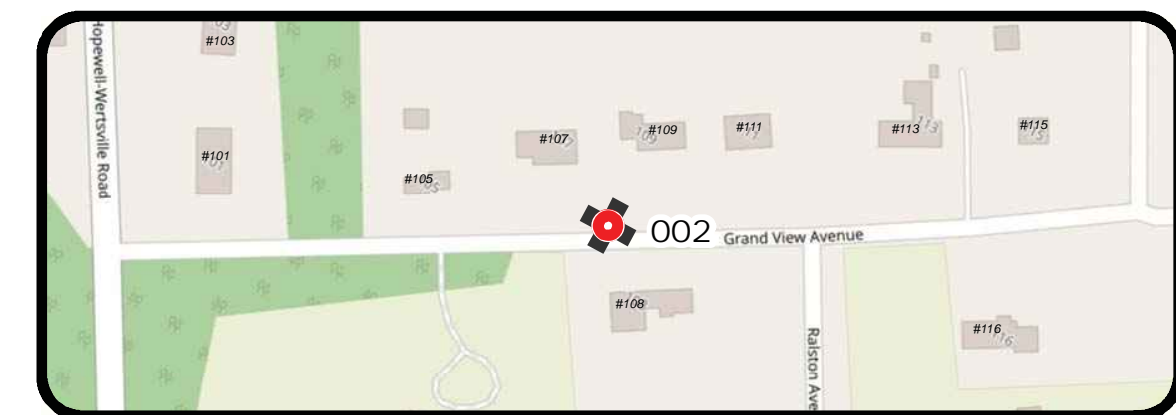
Asset ID	Hyd No	Location	Install Year	Current Year	Age	Useful Life	Remaining Life	LOF	Env Health	Safety	Cost	Cust Impact	COF Avg	Risk	Install Cost
HB-WS-03-03-039	039	Ege Ave	1996	2023	27	75	48	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-044	044	Taylor Terrrace	1984	2023	39	75	36	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-052	052	Burton Ave	1969	2023	54	75	21	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-056	056	Elm St	1989	2023	34	75	41	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-057	057	Elm St	1989	2023	34	75	41	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-058	058	Elm St	1989	2023	34	75	41	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-060	060	First St	1987	2023	36	75	39	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-061	061	Shopping Center	1988	2023	35	75	40	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-063	063	Eaton Pl	1984	2023	39	75	36	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-064	064	Second St	1987	2023	36	75	39	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-065	065	Second St	1989	2023	34	75	41	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-066	066	Second St	1988	2023	35	75	40	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-068	068	Louellen St	1993	2023	30	75	45	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-069	069	Taylor Terrace	1993	2023	30	75	45	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-070	070	N Greenwood Ave	1994	2023	29	75	46	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-071	071	Walnut Ave	2012	2023	11	75	64	2	1	1	1	4	1.75	3.5	\$8,500
HB-WS-03-03-085	085	E Prospect St	2019	2023	4	75	71	1	1	3	1	4	2.25	2.25	\$8,500
HB-WS-03-03-086	086	E Prospect St	2019	2023	4	75	71	1	1	3	1	4	2.25	2.25	\$8,500
HB-WS-03-03-017	017	Lafayette St	2008	2023	15	75	60	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-021	021	Lafayette St	2008	2023	15	75	60	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-022	022	Blackwell Ave	2006	2023	17	75	58	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-046	046	Hart Ave	1999	2023	24	75	51	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-072	072	Lafayette St	2011	2023	12	75	63	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-073	073	Lafayette St	2011	2023	12	75	63	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-074	074	N Greenwood Ave	2015	2023	8	75	67	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-075	075	Washington St	2015	2023	8	75	67	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-076	076	Washington St	2015	2023	8	75	67	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-077	077	W Prospect St	2016	2023	7	75	68	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-078	078	W Prospect St	2016	2023	7	75	68	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-079	079	W Prospect St	2016	2023	7	75	68	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-080	080	W Prospect St	2016	2023	7	75	68	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-081	081	W Prospect St	2016	2023	7	75	68	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-082	082	E Prospect St	2017	2023	6	75	69	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-083	083	E Prospect St	2017	2023	6	75	69	1	1	1	1	4	1.75	1.75	\$8,500
HB-WS-03-03-084	084	E Prospect St	2017	2023	6	75	69	1	1	1	1	4	1.75	1.75	\$8,500
		Elm Street	2005	2023	18	75	57						#DIV/0!	#DIV/0!	
															\$654,500



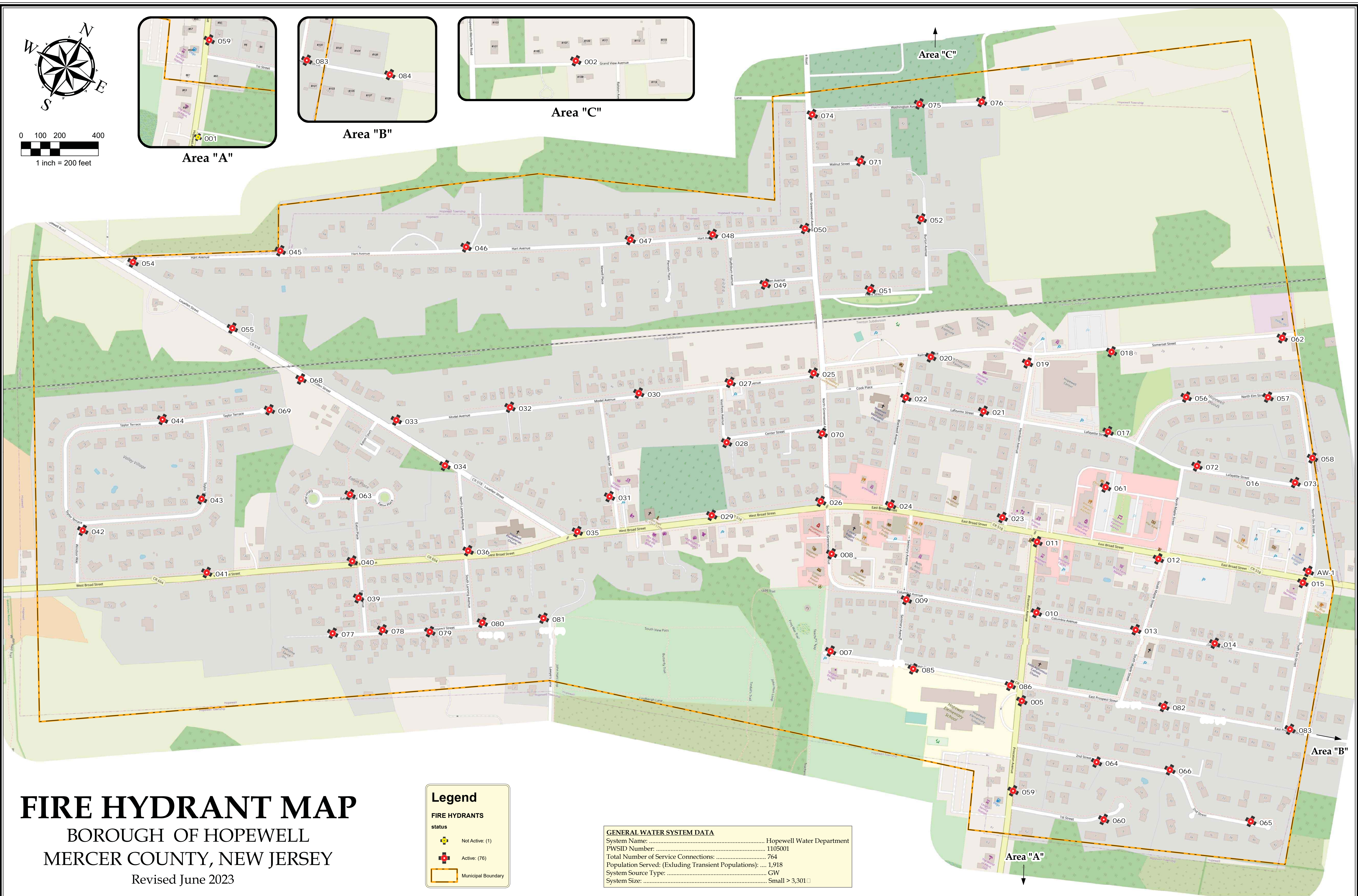
Area "A"



Area "B"



Area "C"



FIRE HYDRANT MAP

BOROUGH OF HOPEWELL
MERCER COUNTY, NEW JERSEY
Revised June 2023

Legend

FIRE HYDRANTS

status

Not Active: (1)

Active: (76)

Municipal Boundary

GENERAL WATER SYSTEM DATA	
System Name:	Hopewell Water Department
PWSID Number:	1105001
Total Number of Service Connections:	764
Population Served: (Excluding Transient Populations):	1,918
System Source Type:	GW
System Size:	Small > 3,301

Hopewell Borough

WQAA 2023

APPENDIX D

ASSET INVENTORY: SERVICE LINES



INSET "A"

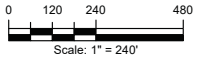


Service Line Legend

- Service Connections w/Lead Goosenecks
- Complete LSL Replacement 07/22/2021-06/30/2022
- Partial LSL Replacement 07/22/2021-06/30/2022
- Partial LSL Replacement 07/01/2022-07/31/2023
- Lead Status Unknown
- Non Lead SL
- Galvanized SL
- Water Main
- Water Valves
- Fire Hydrant
- Municipal Boundary

Abbreviations:
SL = Service Line
LSL = Lead Service Line

Note:
Service line materials were based upon historical maps and records, field inspections without excavations, and statistical analysis.



NO.	DATE	REVISION
1	MAS	1" = 240'
2	DM	Lead Service Location Map

Boswell Engineering
11 Rockwell Avenue
Hopewell, NJ 08525
732.997.4600
Engineers | Planners | Surveyors | Scientists

CERTIFICATE OF AUTHORIZATION
24GA27935400

HOPEWELL BOROUGH SERVICE LINE INVENTORY MAP

BOROUGH OF HOPEWELL
MERCER COUNTY, NEW JERSEY

SHEET 1 of 1	
DATE: 07/19/2023	PROJECT NO: 22HB104
REVISION:	

Hopewell Borough

WQAA 2023

APPENDIX E

ASSET INVENTORY: PUMP HOUSE #4



Condition Report For Hopewell Borough Pump House No. 4


David J. Misolek
David J. Misolek, LO


Lic. No. T2: 0006701, W2: 006702


PUMP HOUSE No. 4 - CONDITION ASSESSMENT

Asset ID #	Asset Name	Installed	Age	Design Life	Remaining Life	(POF) Rating	(COF) Rating	Comb Rating	Comments
HB-WS-01-01-01	Well No 4	1999	24	30	6	2	5	10	
HB-WS-01-01-02	Well Level Gauge	1999	24	50	26	2	2	4	
HB-WS-01-01-03	Air Release Valve #1	1999	24	30	6	3	3	9	
HB-WS-01-01-04	Well Level Transmitter	1999	24	30	6	2	4	8	
HB-WS-01-01-05	Well Monitoring System	1999	24	30	6	2	2	4	
HB-WS-01-01-06	Monitoring Junction Box	1999	24	50	26	2	4	8	
HB-WS-01-01-07	Water Meter In	1999	24	50	26	3	3	9	
HB-WS-01-01-08	Gate Valve-Delivery	1999	25	75	50	4	4	16	
HB-WS-01-01-09	Gate Valve-Blow Off	1999	25	75	50	3	3	9	
HB-WS-01-01-10	Butterly Valve-Aerator	1999	#REF!	20	#REF!	4	5	20	
HB-WS-01-01-11	Aerator Tank	1999	24	30	6	3	5	15	
HB-WS-01-01-12	Aerator Tank	1999	24	30	6	3	5	15	
HB-WS-01-01-13	Blower Motor Filter	2017	6	15	9	2	5	10	
HB-WS-01-01-14	Blower Motor #1	2017	6	15	9	2	5	10	
HB-WS-01-01-15	Blower Motor #2	2017	6	15	9	2	5	10	
HB-WS-01-01-16	Wet Well	1999	24	25	1	2	5	10	
HB-WS-01-01-17	Booster Pump	1999	24	25	1	3	5	15	
HB-WS-01-01-18	Air Release Valve #2	1999	24	30	6	3	3	9	
HB-WS-01-01-19	Water Meter Out	2007	16	35	19	2	1	2	
HB-WS-01-01-20	Backflow Preventer	1999	24	30	6	3	5	15	
HB-WS-01-01-21	Gate Valve-Water Out	2016	7	75	68	2	3	6	
HB-WS-01-01-22	Gate Valve-Blow Off	1999	24	75	51	3	3	9	
HB-WS-01-01-23	Z.O.P. Metering Pump	2016	7	15	8	3	1	3	Replaced in 2016
HB-WS-01-01-24	Z.O.P. Storage Tank	1999	24	30	6	2	4	8	
HB-WS-01-01-25	NaOCl Metering Pump	1999	24	15	-9	3	2	6	
HB-WS-01-01-26	NaOCl Storage Tank	1999	24	30	6	2	4	6	
HB-WS-01-01-27	Heater-Front	1999	24	30	6	2	1	2	
HB-WS-01-01-28	Heater-Rear	1999	24	30	6	2	1	2	
HB-WS-01-01-29	Blower Vacuum Gauge	1999	24	50	26	3	3	9	
HB-WS-01-01-30	Blower Motor Control	2017	6	50	44	2	5	10	Replaced in 2017

RISK SCORE LEGEND

 1-7 = Low Risk


 8-12 = Medium Risk


 >13 = High Risk


PUMP HOUSE No. 4 - CONDITION ASSESSMENT

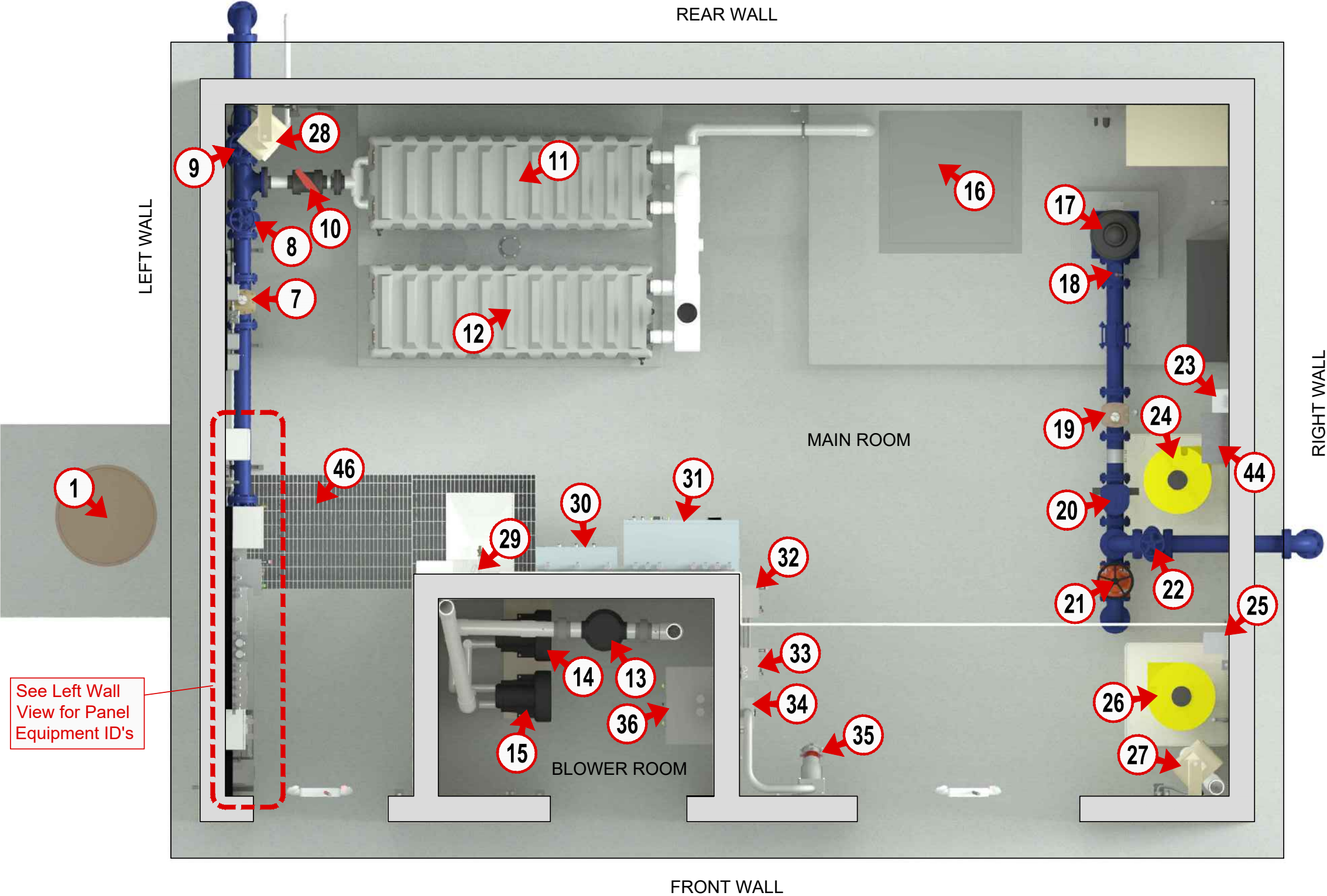
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RISK SCORE LEGEND

 1-7 = Low Risk

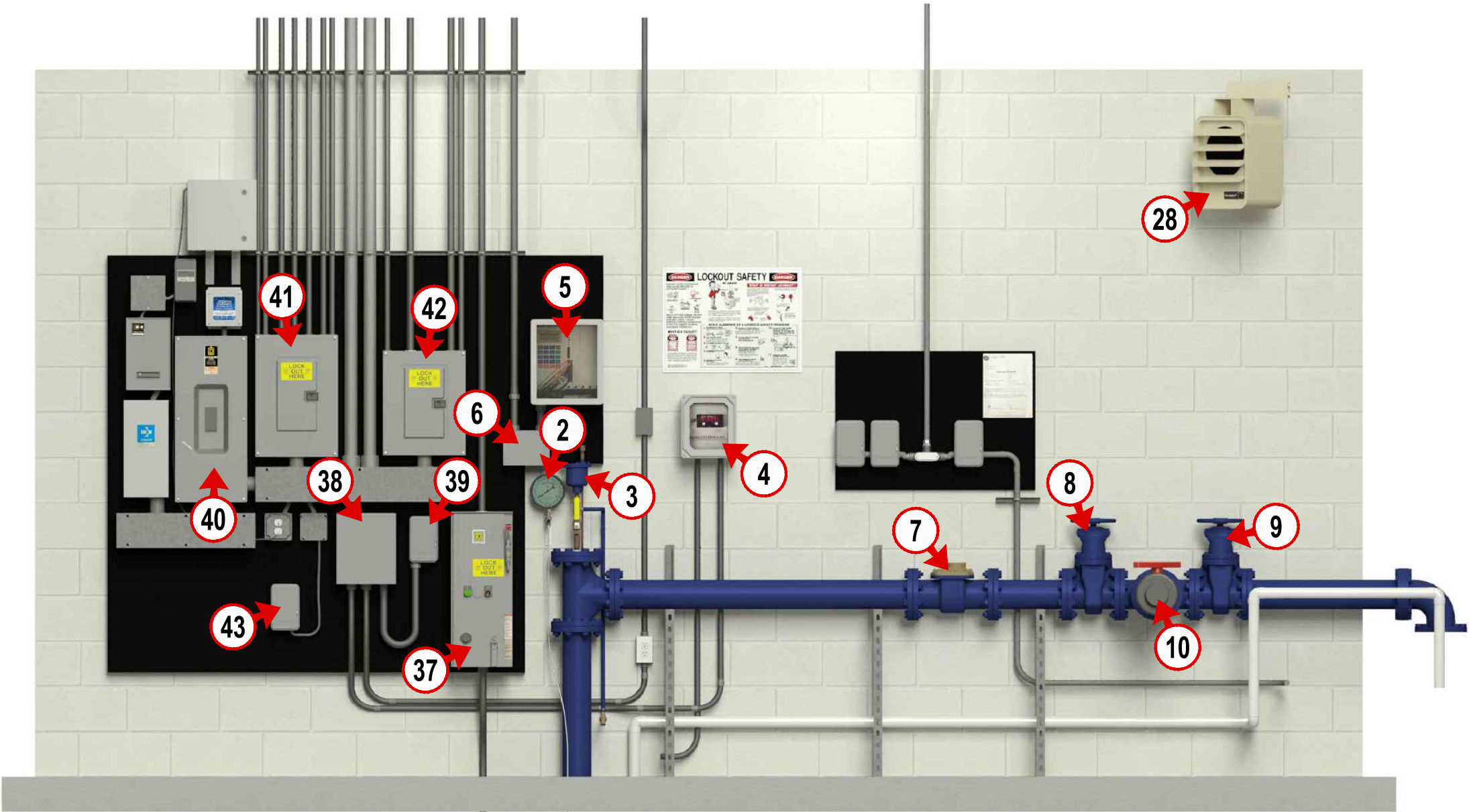
 8-12 = Medium Risk

 >13 = High Risk



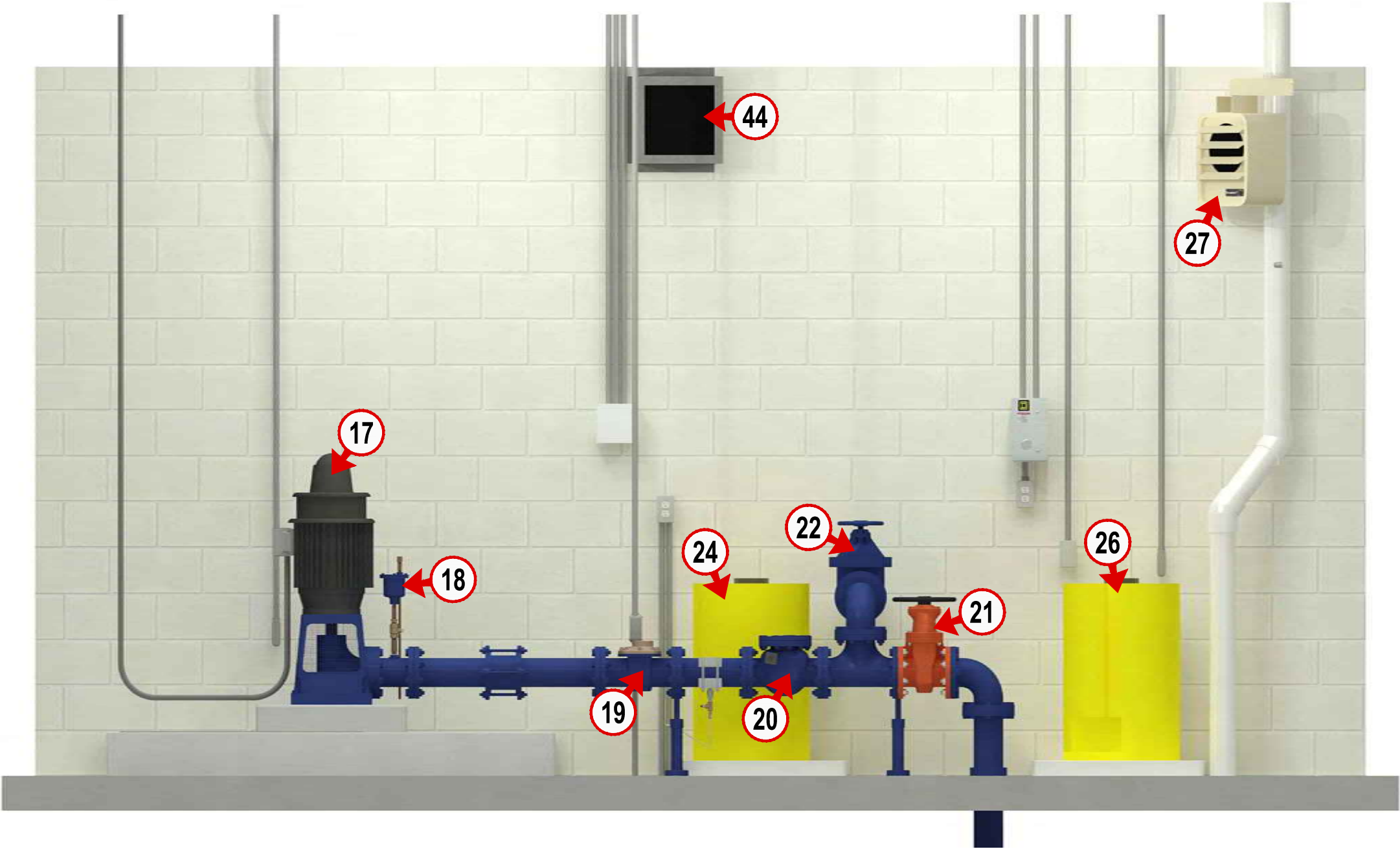
Asset ID No.	Description
1	HB-WS-01-01-01 Well
7	HB-WS-01-01-07 Raw Water Flow Meter
8	HB-WS-01-01-08 Gate Valve - Water Delivery
9	HB-WS-01-01-09 Gate Valve - Blow Off
10	HB-WS-01-01-10 Butterfly Valve - Aerator Tank In
11	HB-WS-01-01-11 Aerator Tank #1
12	HB-WS-01-01-12 Aerator Tank #2
13	HB-WS-01-01-13 Blower Motor Filter
14	HB-WS-01-01-14 Blower Motor #1
15	HB-WS-01-01-15 Blower Motor #2
16	HB-WS-01-01-16 Wet Well Chamber
17	HB-WS-01-01-17 Booster Motor
18	HB-WS-01-01-08 Air Release Valve #2
19	HB-WS-01-01-19 Output Flow Meter
20	HB-WS-01-01-20 Backflow Preventer
21	HB-WS-01-01-21 Gate Valve - Water Out
22	HB-WS-01-01-22 Gate Valve - Blow Off
23	HB-WS-01-01-23 ZOP Pump
24	HB-WS-01-01-24 ZOP Tank
25	HB-WS-01-01-25 Chlorine Pump
26	HB-WS-01-01-26 Chlorine Tank
27	HB-WS-01-01-27 Heater - Front
28	HB-WS-01-01-28 Heater - Rear
29	HB-WS-01-01-29 Blower Motor Vacuum Gauge
30	HB-WS-01-01-30 Blower Motor Control Panel
31	HB-WS-01-01-31 Well/Booster Motor Control Panel
32	HB-WS-01-01-32 Blower Motor #1 Lockout Box
33	HB-WS-01-01-33 Blower Motor #2 Lockout Box
34	HB-WS-01-01-34 Transfer Switch Lockout Box
35	HB-WS-01-01-35 Generator Terminal
36	HB-WS-01-01-36 Transfer Switch Control Panel
46	HB-WS-01-01-46 Sump Pump

PUMP HOUSE NO. 4 - TOP VIEW



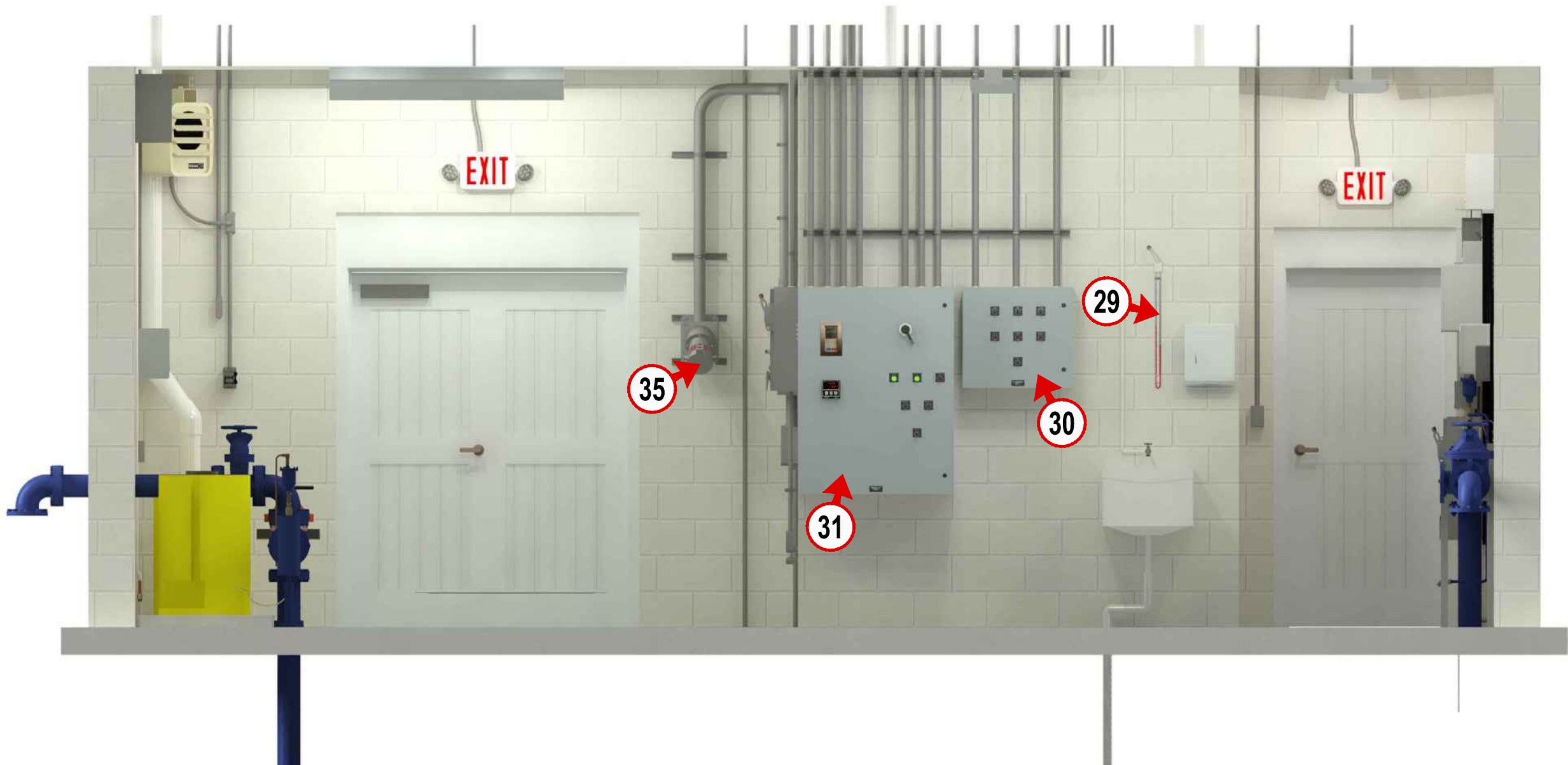
Asset ID No.	Description
2	HB-WS-01-01-02 Well Level Gauge
3	HB-WS-01-01-03 Air Release Valve #1
4	HB-WS-01-01-04 Water Level Transmitter
5	HB-WS-01-01-05 Well Level Monitoring System
6	HB-WS-01-01-06 Monitoring System Junction Box
7	HB-WS-01-01-07 Raw Water Flow Meter
8	HB-WS-01-01-08 Gate Valve - Water Delivery
9	HB-WS-01-01-09 Gate Valve - Blow Off
10	HB-WS-01-01-10 Butterfly Valve - Aerator Tank In
28	HB-WS-01-01-28 Heater - Rear
37	HB-WS-01-01-37 Well Pump Lock Out Box
38	HB-WS-01-01-38 Well Pump Junction Box
39	HB-WS-01-01-39 Well Pump Timer
40	HB-WS-01-01-40 Breaker Panel #1
41	HB-WS-01-01-41 Breaker Panel #2
42	HB-WS-01-01-42 Breaker Panel #3
43	HB-WS-01-01-43 ???? Timer

PUMP HOUSE NO. 4 - LEFT WALL



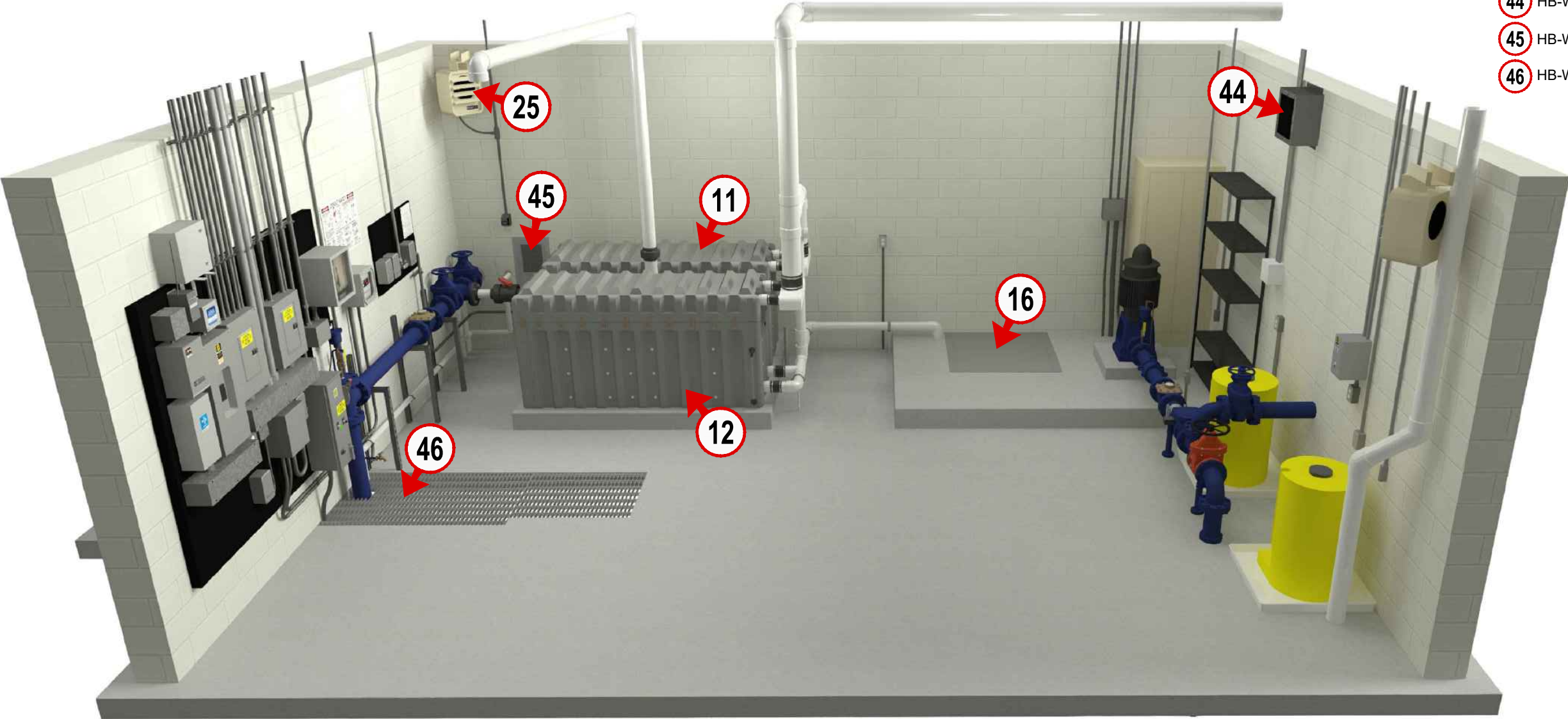
<u>Asset ID No.</u>	<u>Description</u>
17	HB-WS-01-01-17 Booster Motor
18	HB-WS-01-01-08 Air Release Valve #2
19	HB-WS-01-01-19 Output Flow Meter
20	HB-WS-01-01-20 Backflow Preventer
21	HB-WS-01-01-21 Gate Valve - Water Out
22	HB-WS-01-01-22 Gate Valve - Blow Off
24	HB-WS-01-01-24 ZOP Tank
26	HB-WS-01-01-26 Chlorine Tank
27	HB-WS-01-01-27 Heater - Front
44	HB-WS-01-01-44 Room Ventilation Fan #1

PUMP HOUSE NO. 4 - RIGHT WALL



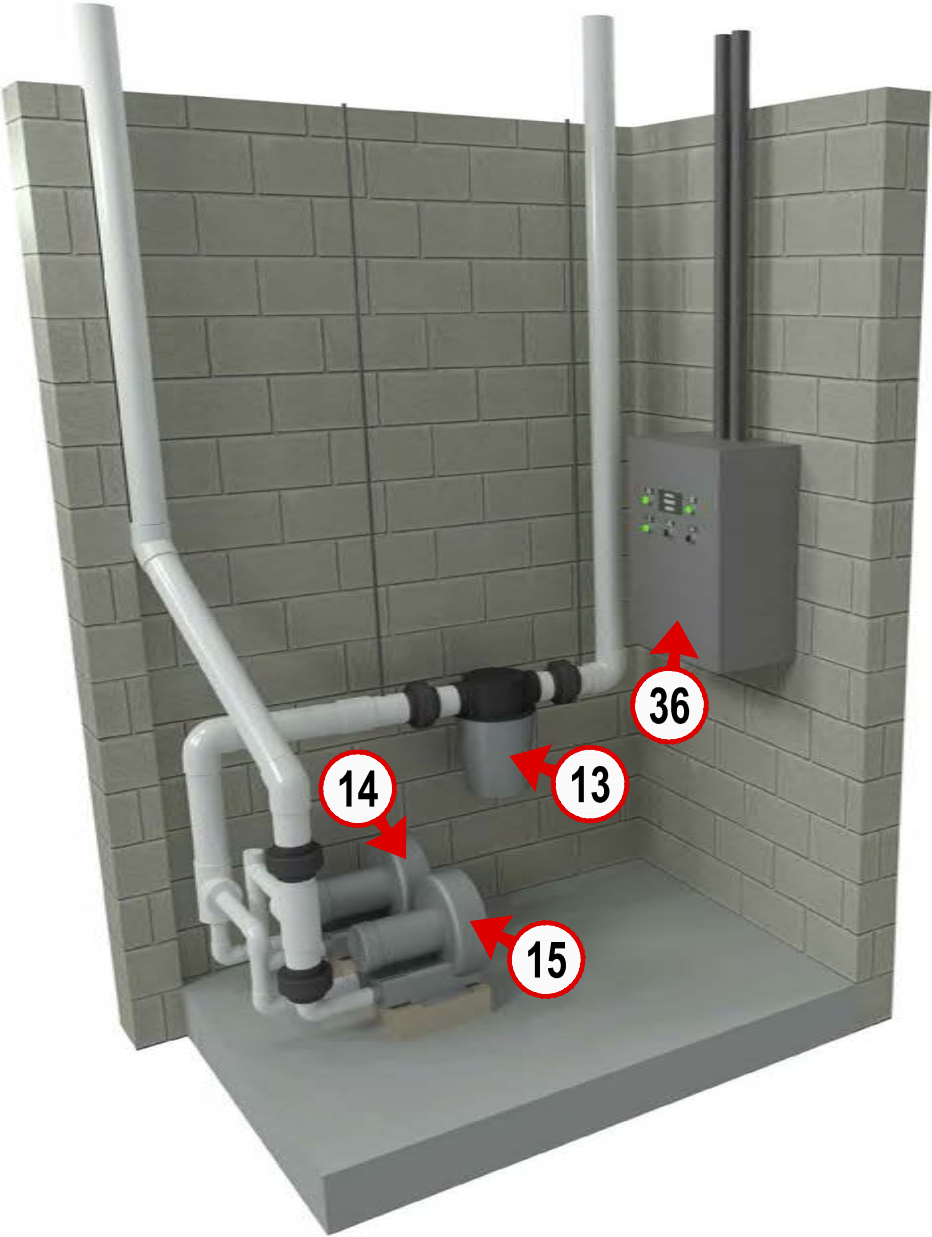
<u>Asset ID No.</u>	<u>Description</u>
29	HB-WS-01-01-29 Blower Pump Vacuum Gauge
30	HB-WS-01-01-30 Blower Motor Contraol Panel
31	HB-WS-01-01-31 Well & Booster Motor Contraol Panel
35	HB-WS-01-01-35 Generator Terminal

PUMP HOUSE NO. 4 - FRONT WALL



Asset ID No.	Description
9	HB-WS-01-01-09 Aerator Tank #1
10	HB-WS-01-01-10 Aerator Tank #2
14	HB-WS-01-01-14 Wet Well Chamber
25	HB-WS-01-01-25 Heater - Rear
44	HB-WS-01-01-44 Room Ventilation Fan #1
45	HB-WS-01-01-45 Room Ventilation Fan #2
46	HB-WS-01-01-46 Sump Pump

PUMP HOUSE NO. 4 - REAR WALL



<u>Asset ID No.</u>	<u>Description</u>
13	HB-WS-01-01-13 Blower Motor Filter
14	HB-WS-01-01-14 Blower Motor #1
15	HB-WS-01-01-15 Blower Motor #2
36	HB-WS-01-01-36 Transfer Switch Control Panel

PUMP HOUSE NO. 4 - BLOWER ROOM

Hopewell Borough

WQAA 2023

APPENDIX F


ASSET INVENTORY: PUMP HOUSE #6





PUMP HOUSE No. 6 - CONDITION ASSESSMENT

Asset ID #	Asset Name	Installed	Age	Design Life	Remaining Life	(POF) Rating	(COF) Rating	Comb Rating	Insp Date	Ins By	Comments
HB-WS-01-02-01	Well No 6	1996	27								Deactivated in 1999
HB-WS-01-02-02	Well Pump	1996	27								Deactivated in 1999
HB-WS-01-02-03	Air Release Valve	1996	27								Deactivated in 1999
HB-WS-01-02-04	Water Meter	1996	27								Deactivated in 1999
HB-WS-01-02-05	Backflow Preventer	1996	27								Deactivated in 1999
HB-WS-01-02-06	Gate Valve #1	1996	27								Deactivated in 1999
HB-WS-01-02-07	Gate Valve #2	1996	27								Deactivated in 1999
HB-WS-01-02-08	Pressure Gauge	1996	27								Deactivated in 1999
HB-WS-01-02-09	NaOCl Metering Pump	1996	27								Deactivated in 1999
HB-WS-01-02-10	NaOCl Storage Tank	1996	27								Deactivated in 1999
HB-WS-01-02-11	Well Level Transmitter	1996	27								Deactivated in 1999
HB-WS-01-02-12	Sink	1996	27								Deactivated in 1999
HB-WS-01-02-13	Eye Wash Station	1996	27								Deactivated in 1999
HB-WS-01-02-14	Heater #1	1996	27								Deactivated in 1999
HB-WS-01-02-15	Air Intake Fan & Housing	1996	27								Deactivated in 1999
HB-WS-01-02-16	Exhaust Vent Actuator	1996	27								Deactivated in 1999
HB-WS-01-02-17	Main Disconnect Panel	1996	27								Deactivated in 1999
HB-WS-01-02-18	AC Power Arrester	1996	27								Deactivated in 1999
HB-WS-01-02-19	Load Control Panel	1996	27								Deactivated in 1999
HB-WS-01-02-20	Well Pump Starter	1996	27								Deactivated in 1999
HB-WS-01-02-21	Well Pump Timer	1996	27								Deactivated in 1999
HB-WS-01-02-22	Meter Pump Starter	1996	27								Deactivated in 1999
HB-WS-01-02-23	Heater Panel	1996	27								Deactivated in 1999
HB-WS-01-02-24	Sub-Trol Well Protector	1996	27								Deactivated in 1999
HB-WS-01-02-25	Well Com. Panel #1	1996	27								Deactivated in 1999
HB-WS-01-02-26	Well Com. Panel #2	1996	27								Deactivated in 1999
HB-WS-01-02-27	Well Com. Panel #3	1996	27								Deactivated in 1999
HB-WS-01-02-28	Telephone Panel #1	1996	27								Deactivated in 1999
HB-WS-01-02-29	Telephone Panel #2	1996	27								Deactivated in 1999
HB-WS-01-02-30	Heater #2	1996	27								Deactivated in 1999

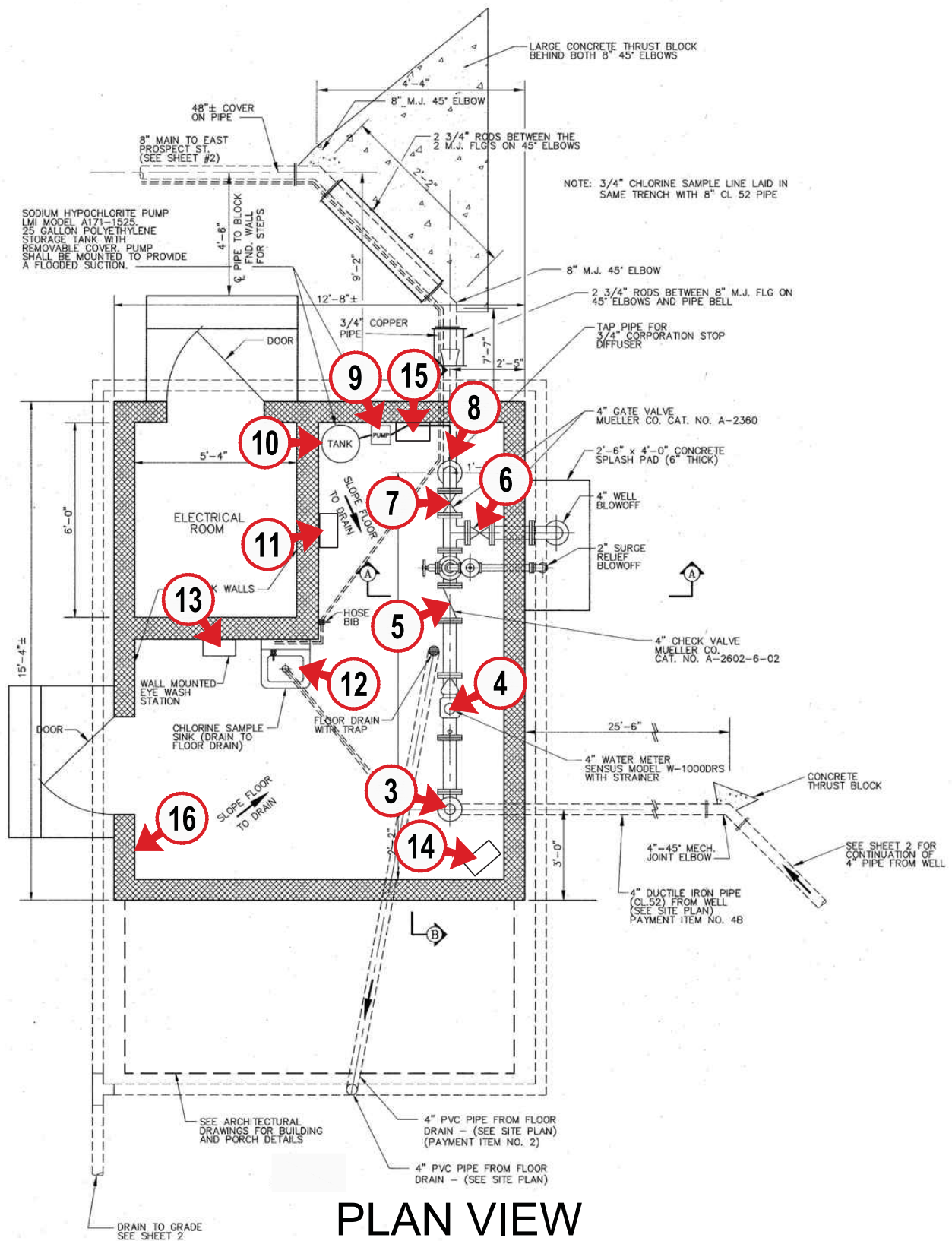
RISK SCORE LEGEND

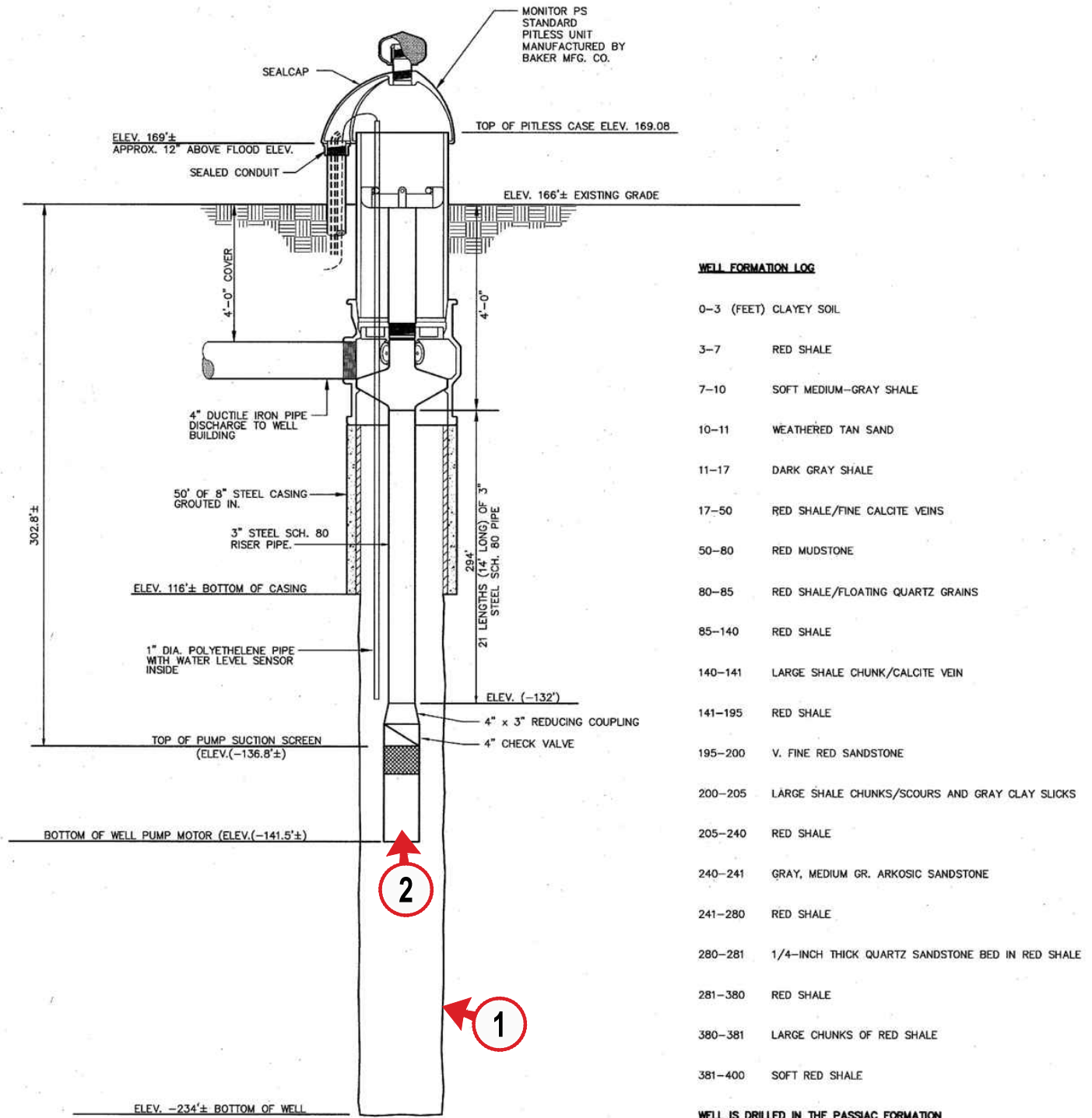
 1-7 = Low Risk

 8-12 = Medium Risk

 >13 = High Risk



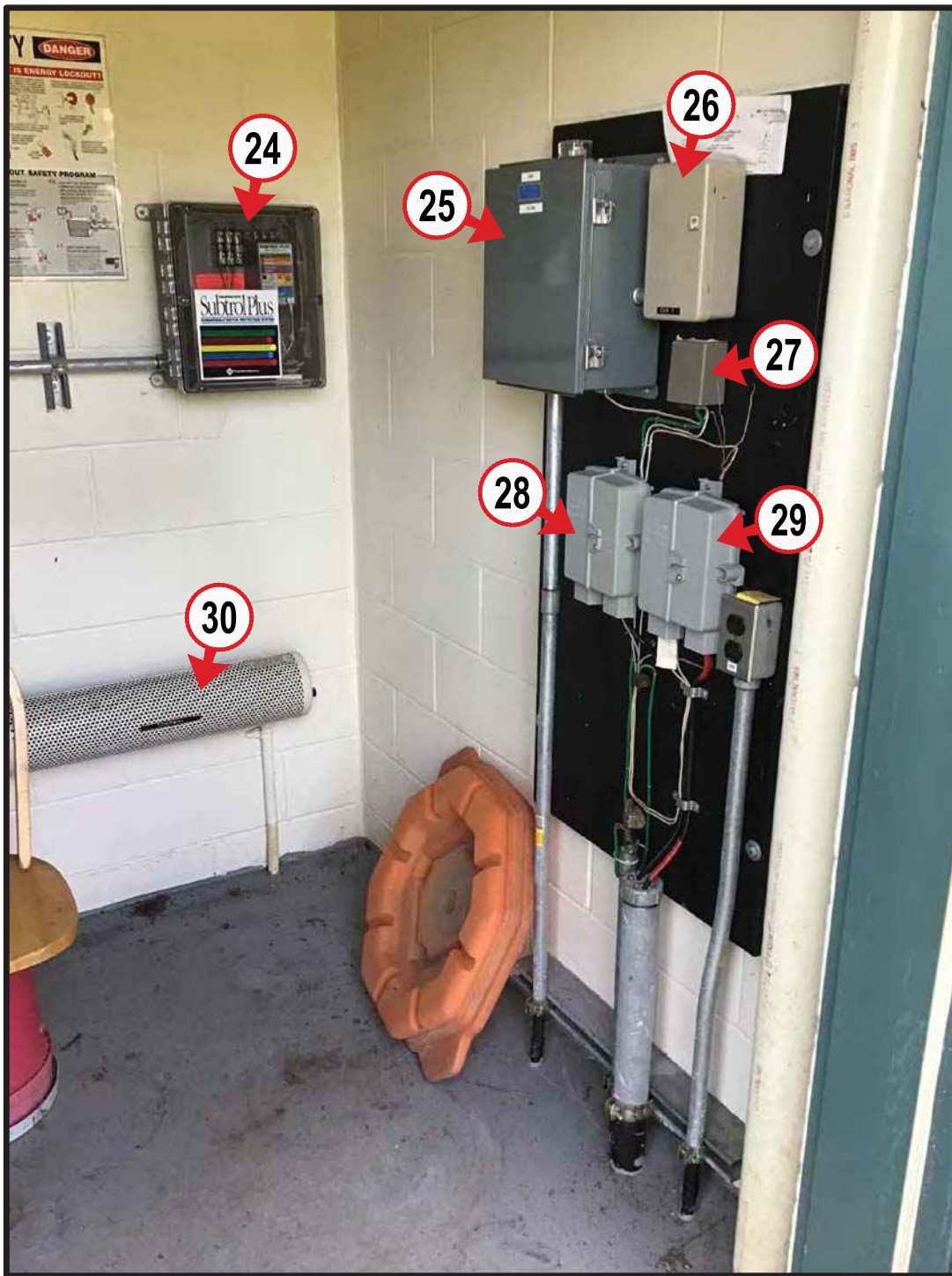




WELL SECTION VIEW



ELECTRICAL ROOM - SOUTH WALL



ELECTRICAL ROOM - NORTH WALL

APPENDIX G

ASSET INVENTORY: RESERVOIR



Condition Report for Hopewell Borough Reservoir

David J. Misolek

David J. Misolek, LO
Lic. No. T2: 0006701, W2: 006702

RESERVOIR - CONDITION ASSESSMENT

Asset ID #	Asset Name	Installed	Age	Design Life	Remaining Life	(POF) Rating	(COF) Rating	Comb Rating	Insp Date	Ins By	Comments
HB-WS-02-01-01	Reservoir Structure	1914	109	75	-34	3	5	15		DM	Needs further inspection
HB-WS-02-01-01	Baffle Wall	1914	109	75	-34	3	4	12		DM	Needs further inspection
HB-WS-02-01-03	Deck Surface	1914	109	75	-34	3	4	12	12/04/19	DM	Aging
HB-WS-02-01-04	Chamber #1 hatch	1914	109	75	-34	3	4	12		DM	Not weather tight
HB-WS-02-01-05	Chamber #2 hatch	1914	109	75	-34	3	4	12	12/04/19	DM	Not weather tight
HB-WS-02-01-06	Stairs	1993	30	20	-10	5	3	15	12/04/19	DM	Should be replaced
HB-WS-02-01-07	Pressure Transducer	-	-	-	-	-	-	-	-	-	No Longer in use
HB-WS-02-01-08	Electrical Panel Enclosure	2005	18	25	7	2	3	6	12/04/19	DM	Enclosure box not secure
HB-WS-02-01-09	Level Transmitter Enclosure	2005	18	25	7	2	3	6			Aging
HB-WS-02-01-10	Communication Enclosure	2005	18	25	7	2	3	6			Aging
HB-WS-02-01-11	Communication Antenna	2022	1	25	24	1	4	4			Replaced in 2022
HB-WS-02-01-12	Perimeter Fence	1987	36	50	14	4	3	12			Sections need repair
HB-WS-02-01-13	Water Level Float (high)	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-14	Water Level Float (low)	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-15	Breaker Panel	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-16	Surge Protector	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-17	Electrical Panel Control Board	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-18	Relay #1	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-19	Relay #2	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-20	Fuse	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-21	Level Controller #1	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-22	Level Controller #2	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-23	Control Wave Interface Box	2005	18	15	-3	2	4	8			Aging
HB-WS-02-01-24	Power Supply	2022	1	15	14	1	4	4			Replaced in 2022
HB-WS-02-01-25	Radio	2022	1	15	14	1	4	4			Replaced in 2022
HB-WS-02-01-26	Radio Controller #1	2022	1	15	14	1	4	4			Replaced in 2022
HB-WS-02-01-27	Radio Controller #2	2022	1	15	14	1	4	4			Replaced in 2022
HB-WS-02-01-28	Radio Controller #3	2022	1	15	14	1	4	4			Replaced in 2022
HB-WS-02-01-29	Radio Controller #4	2022	1	15	14	1	4	4			Replaced in 2022
HB-WS-02-01-30	Radio Controller #5	2022	1	15	14	1	4	4			Replaced in 2022

RISK SCORE LEGEND



1-7 = Low Risk



8-12 = Medium Risk



>13 = High Risk

RESERVOIR - CONDITION ASSESSMENT

Asset ID #	Asset Name	Installed	Age	Design Life	Remaining Life	(POF) Rating	(COF) Rating	Comb Rating	Insp Date	Ins By	Comments
HB-WS-02-01-31	Breaker Switch	2005	18	15	-3	2	3	6			Aging
HB-WS-02-01-32	Battery Backup #1	2017	6	5	-1	3	3	9			Not sufficient for long periods of time
HB-WS-02-01-33	Battery Backup #2	2017	6	5	-1	3	3	9			Not sufficient for long periods of time

RISK SCORE LEGEND



1-7 = Low Risk



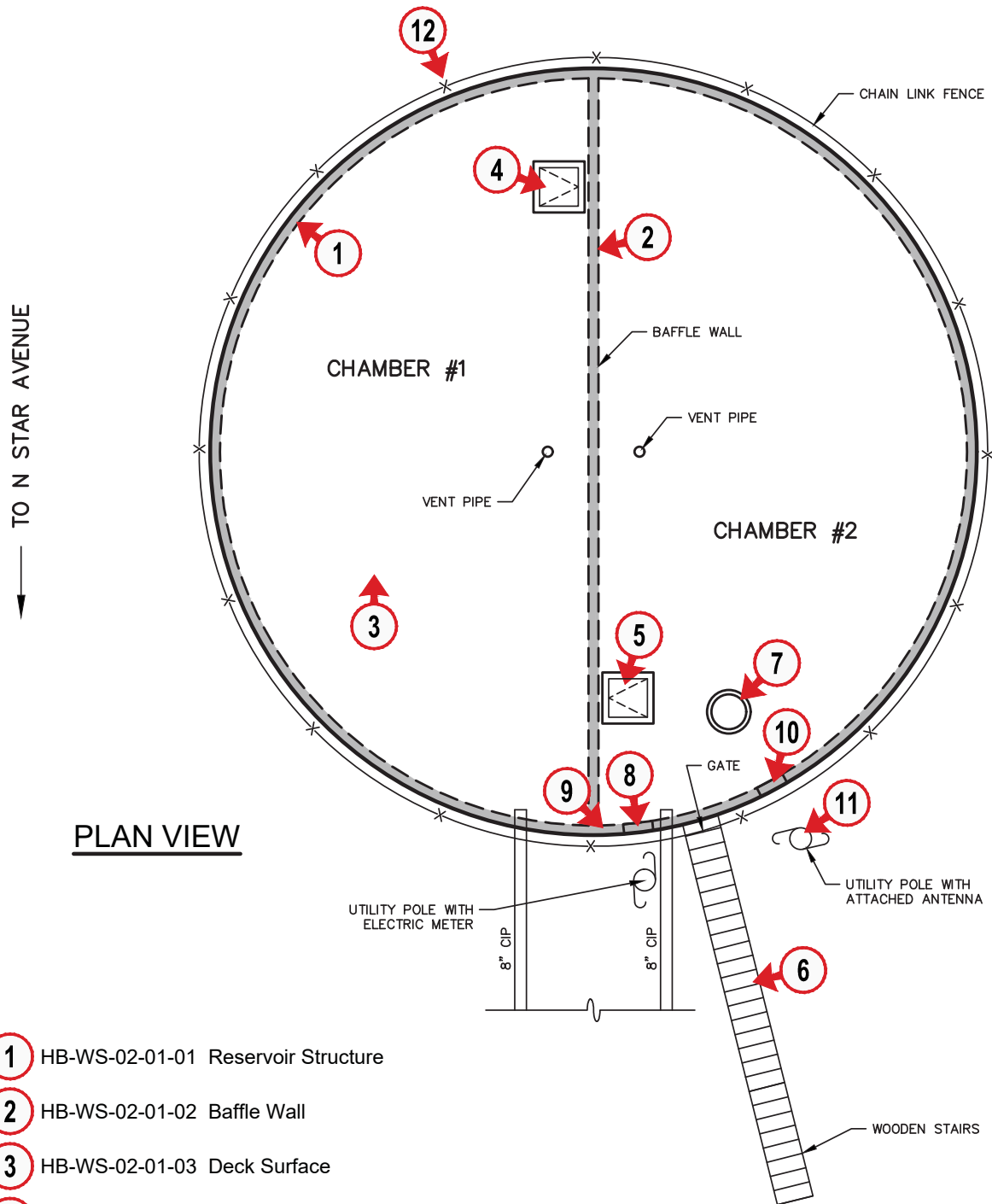
8-12 = Medium Risk



>13 = High Risk



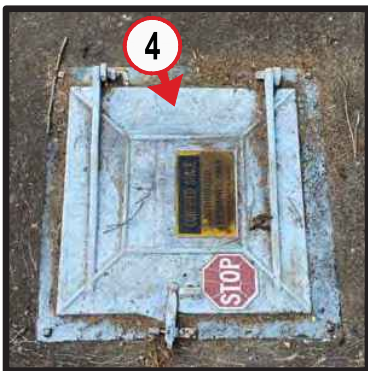
SITE MAP



- | | |
|-----------------------------------------|----------------------------------------------|
| 1 HB-WS-02-01-01 Reservoir Structure | 9 HB-WS-02-01-09 Level Transmitter Enclosure |
| 2 HB-WS-02-01-02 Baffle Wall | 10 HB-WS-02-01-10 Communication Enclosure |
| 3 HB-WS-02-01-03 Deck Surface | 11 HB-WS-02-01-11 Communication Antenna |
| 4 HB-WS-02-01-04 Chamber #1 Hatch Cover | 12 HB-WS-02-01-12 Perimeter Fence |
| 5 HB-WS-02-01-05 Chamber #2 Hatch Cover | |
| 6 HB-WS-02-01-06 Deck Access Stairs | |
| 7 HB-WS-02-01-07 Pressure Transducer | |
| 8 HB-WS-02-01-08 Electrical Enclosure | |



DECK SURFACE



CHAMBER #1 HATCH



CHAMBER #2 HATCH



PRESSURE
TRANSDUCER

3 HB-WS-02-01-03 Deck Surface

4 HB-WS-02-01-04 Chamber #1 Hatch Cover

5 HB-WS-02-01-05 Chamber #2 Hatch Cover

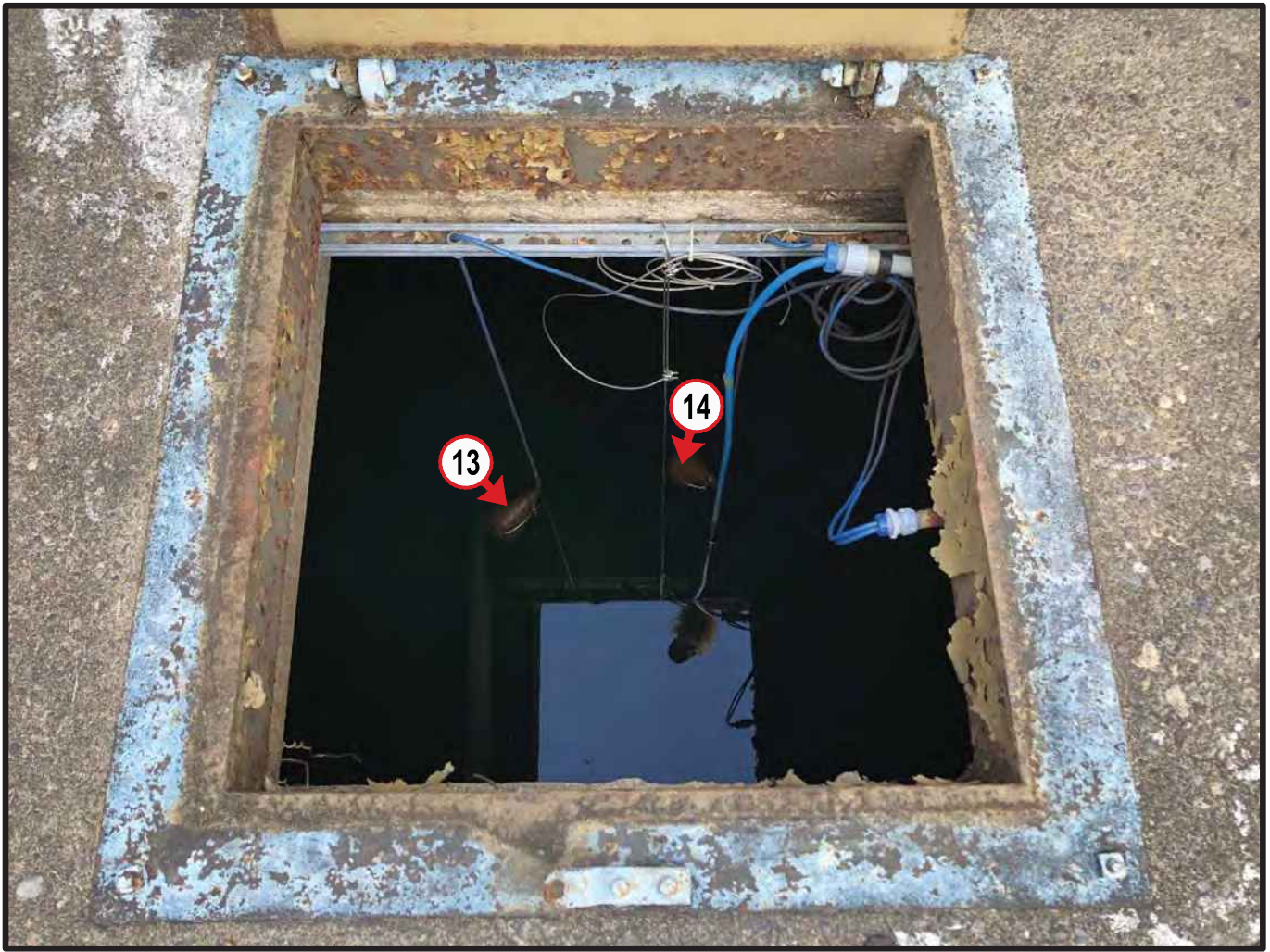
7 HB-WS-02-01-07 Pressure Transducer

12 HB-WS-02-01-12 Perimeter Fence



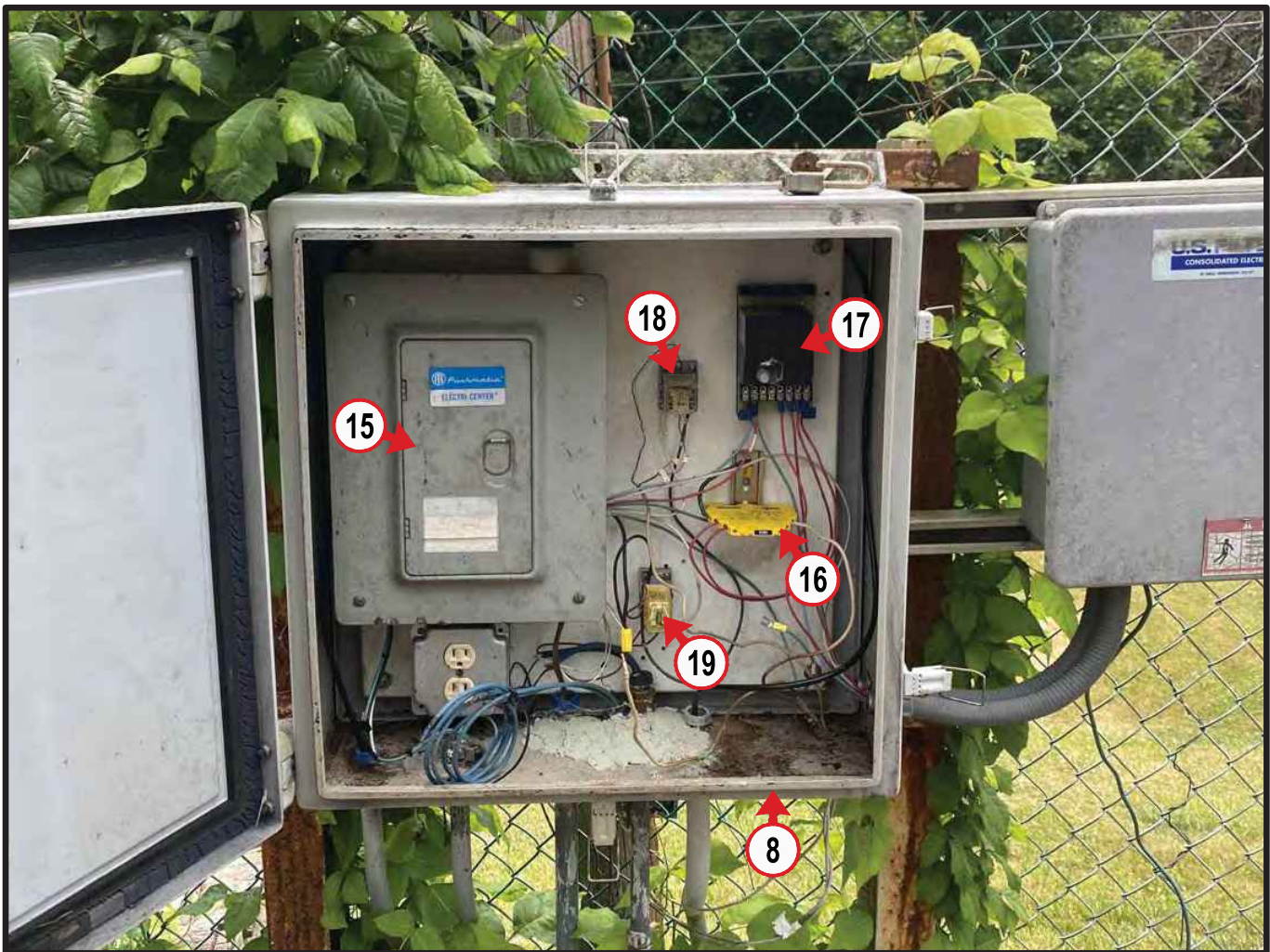
6 HB-WS-02-01-06 Deck Access Stairs

34 HB-WS-02-01-34 Communication Antenna



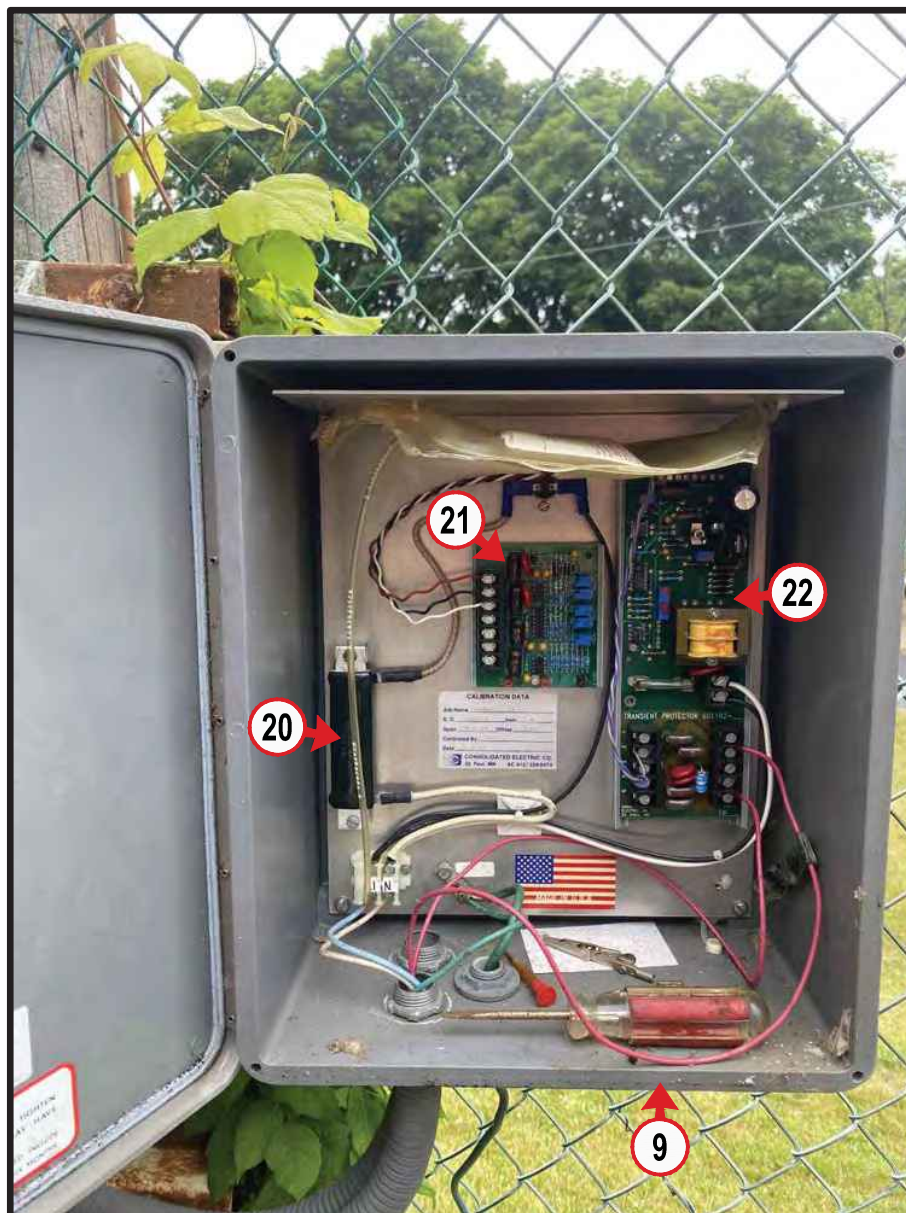
RESERVOIR FLOATS

- 13 HB-WS-02-01-13 Float (High Water)
- 14 HB-WS-02-01-14 Float (Low Water)



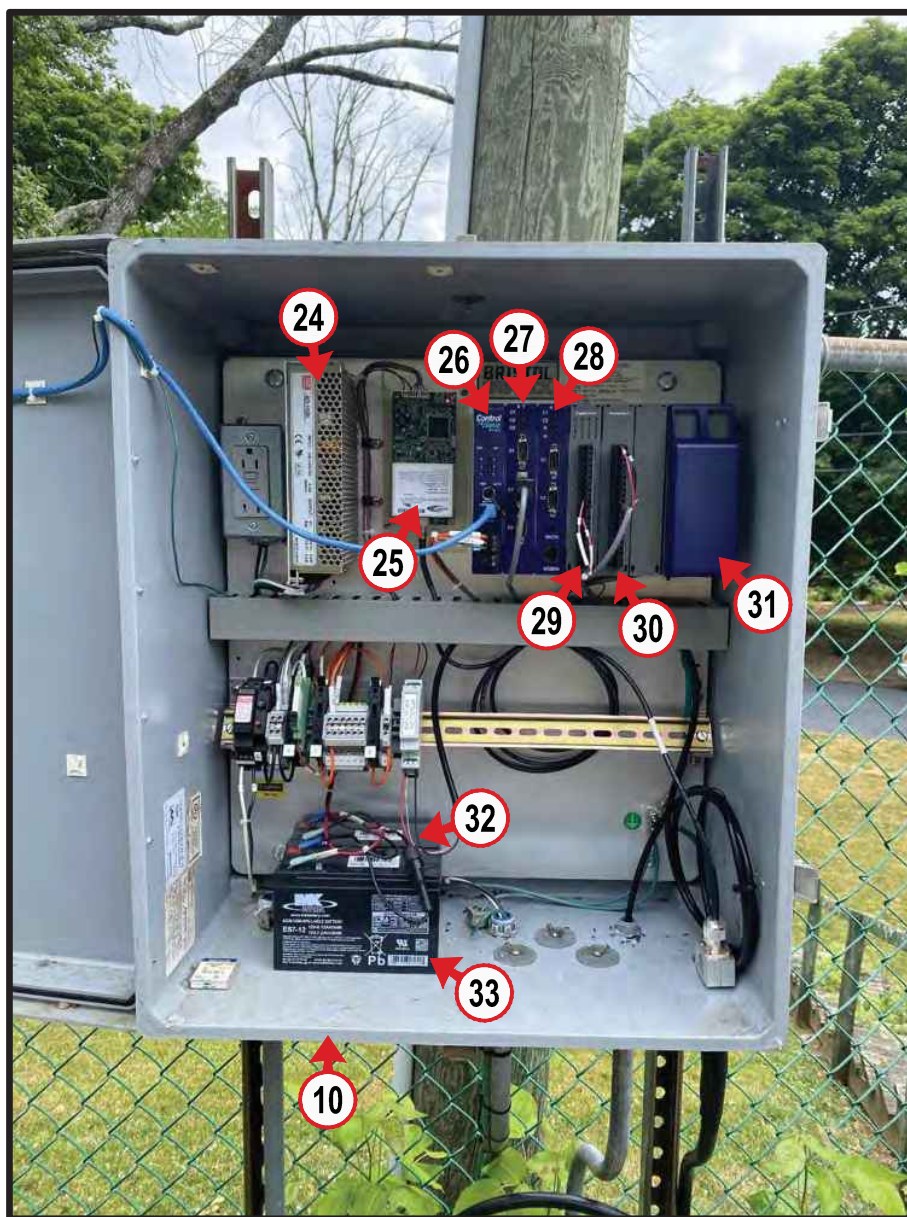
ELECTRICAL ENCLOSURE

- 8** HB-WS-02-01-08 Electrical Enclosure Box
- 15** HB-WS-02-01-15 Breaker Panel
- 16** HB-WS-02-01-16 Surge Protector
- 17** HB-WS-02-01-17 Control Board
- 18** HB-WS-02-01-18 Relay #1
- 19** HB-WS-02-01-19 Relay #2



LEVEL TRANSMITTER

- 9** HB-WS-02-01-09 Level Transmitter Enclosure Box
- 20** HB-WS-02-01-20 Fuse
- 21** HB-WS-02-01-21 Level Control Panel #1
- 22** HB-WS-02-01-22 Level Control Panel #2



COMMUNICATION ENCLOSURE

10 HB-WS-02-01-09 Communication Enclosure Box

23 HB-WS-02-01-23 Control Wave Interface

24 HB-WS-02-01-24 Power Supply

25 HB-WS-02-01-25 Radio

26 HB-WS-02-01-26 Radio Controller #1

27 HB-WS-02-01-27 Radio Controller #2

28 HB-WS-02-01-28 Radio Controller #3

29 HB-WS-02-01-29 Radio Controller #4

30 HB-WS-02-01-30 Radio Controller #5

31 HB-WS-02-01-31 Breaker Switch

32 HB-WS-02-01-32 Battery Backup #1

33 HB-WS-02-01-33 Battery Backup #2

APPENDIX H

ASSET INVENTORY: ZINC-ORTHO CHAMBER



Condition Report
For
Hopewell Borough
ZINC-ORTHO CHAMBER

David J. Misolek
David J. Misolek, LO

Lic. No. T2: 0006701, W2: 006702

ZINC-ORTHOPHOSPHATE CHAMBER - CONDITION ASSESSMENT

Asset ID #	Asset Name	Installed	Age	Design Life	Remaining Life	(POF) Rating	(COF) Rating	Comb Rating	Insp Date	Ins By	Comments
HB-WS-01-04-01	Lawn	NA	NA	NA	NA			0	12/3/19	DM	
HB-WS-01-04-02	Concrete Vault	2011	12	50	38			0	12/3/19	DM	
HB-WS-01-04-03	Vent	2011	12	50	NA			0	12/3/19	DM	
HB-WS-01-04-04	Vent	2011	12	50	38			0	12/3/19	DM	
HB-WS-01-04-05	Hatch	2011	12	50	38			0	12/3/19	DM	
HB-WS-01-04-06	Pump	2011	12	50	38			0	12/3/19	DM	
HB-WS-01-04-07	Electric Panel	2011	12	25	13			0	12/3/19	DM	
HB-WS-01-04-08	Heater	2011	12	25	13			0	12/3/19	DM	
HB-WS-01-04-09	Exhaust Fan	2011	12	15	3			0	12/3/19	DM	
HB-WS-01-04-10	Light	2011	12	1	-11			0	12/3/19	DM	
HB-WS-01-04-11	Ladder	2011	12	50	38			0	12/3/19	DM	
HB-WS-01-04-12	Spigot	2011	12	15	3			0	12/3/19	DM	
HB-WS-01-04-13	Sump Pump	2011	12	10	-2			0	12/3/19	DM	
HB-WS-01-04-14	Electric Outlet	2011	12	25	13			0	12/3/19	DM	

RISK SCORE LEGEND



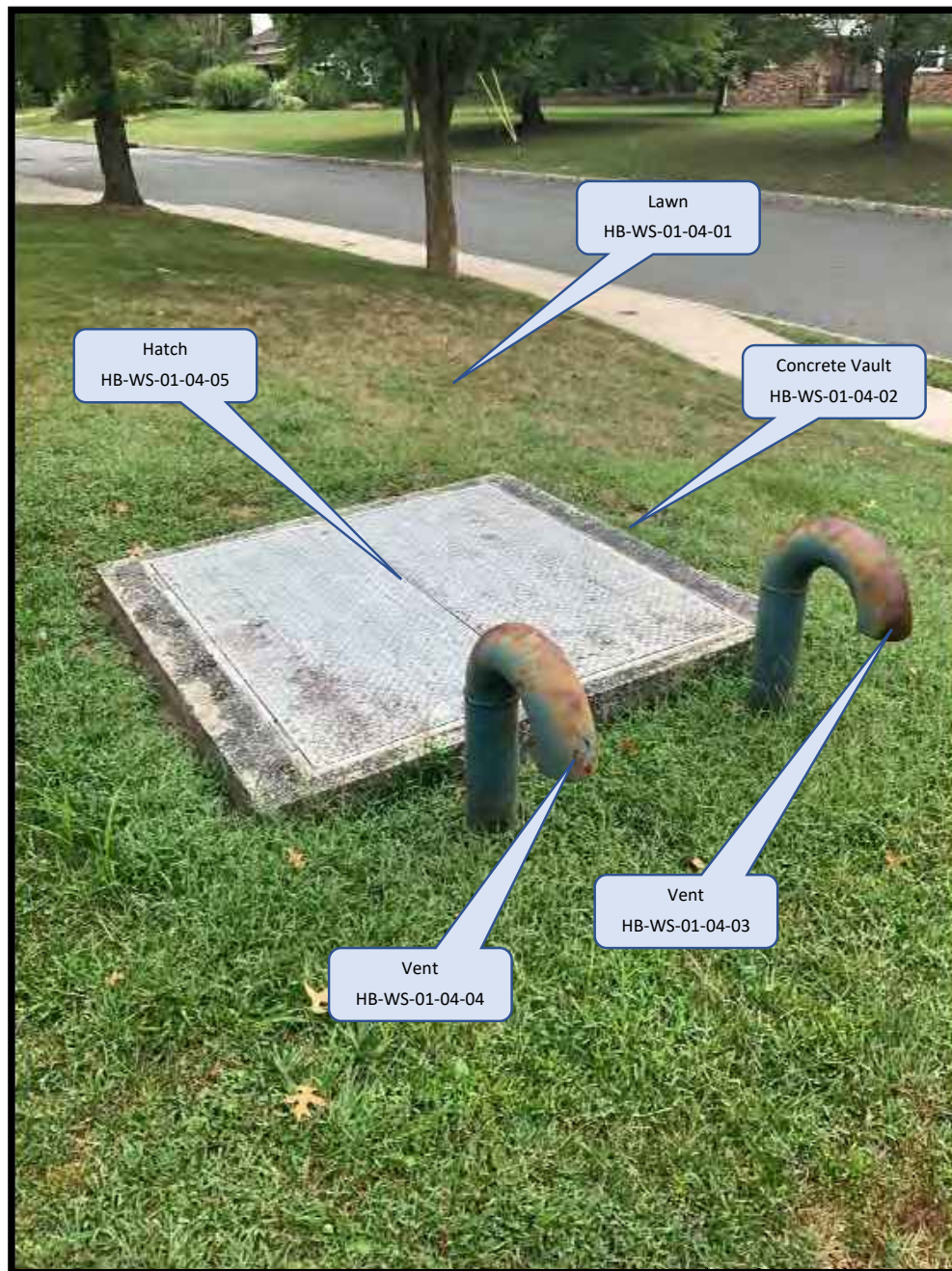
1-7 = Low Risk



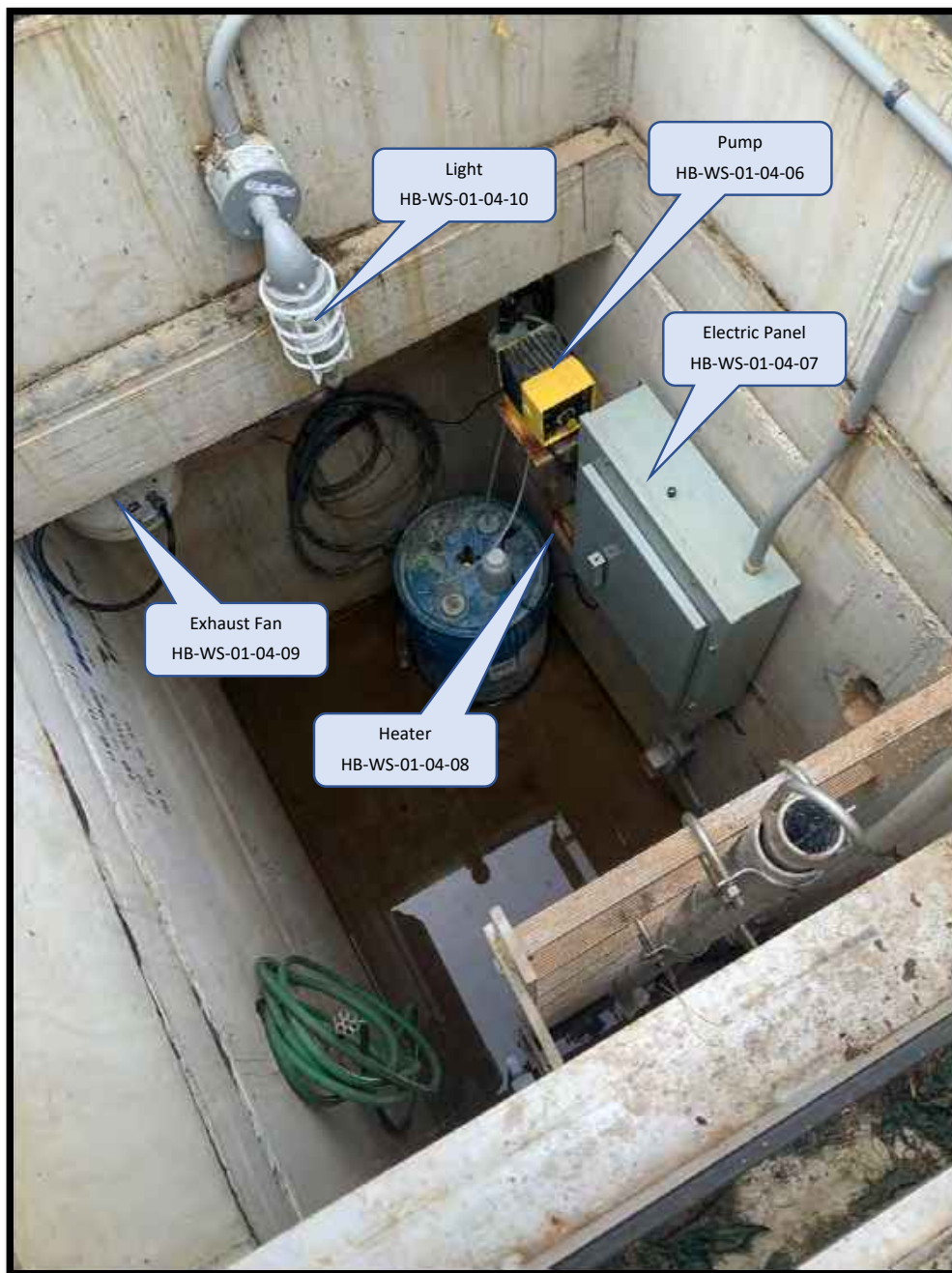
8-12 = Medium Risk



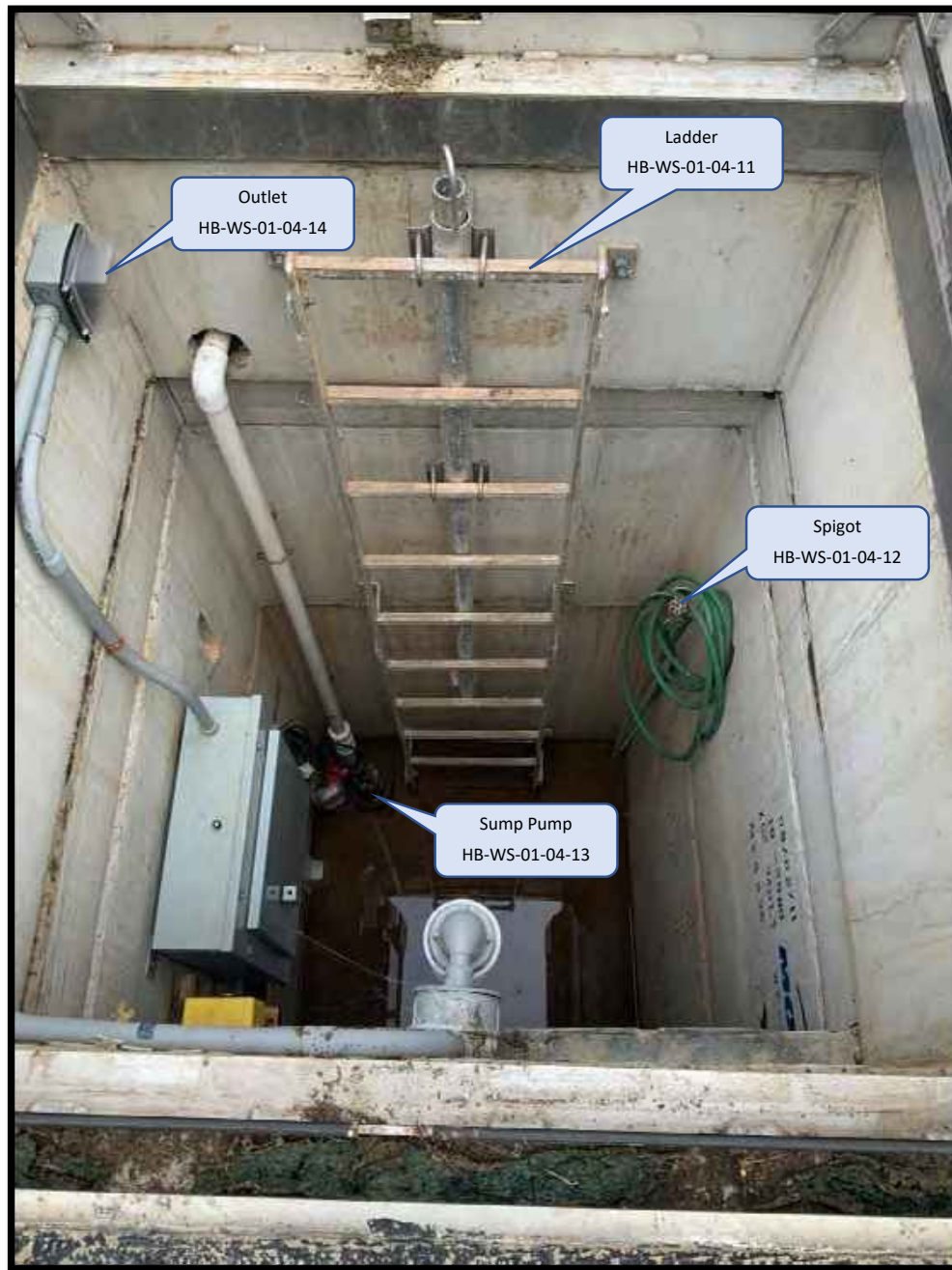
>13 = High Risk



Zinc-Orthophosphate Chamber



Zinc-Orthophosphate Chamber



Zinc-Orthophosphate Chamber

WATER SYSTEM EVALUATION REPORT



BOROUGH OF HOPEWELL
March 28, 2024



PHOENIX
ADVISORS, LLC



INTRODUCTION

At the request of the Borough of Hopewell (the “Borough”), Phoenix Advisors, LLC has been engaged to review the Borough’s municipal Water utility system (the “Water Utility” or “System”) as it relates to a potential sale of the System to a qualified private third-party owner/operator. After analyzing the operations and finances over recent years, the Borough has concluded for a variety of reasons (e.g. technical, managerial, and financial requirements, regulatory environment, and customer base) that it should determine if a larger and/or private sector enterprise would be better suited to handle the long-term needs of the System’s customers. We understand the Borough’s objectives include: (i) obtain the highest value for the System; (ii) utilize the proceeds, at a minimum, to pay off Borough debt and other liabilities; (iii) minimize rate volatility for ratepayers and taxpayers; and (iv) transfer responsibility of expected financial, environmental and regulatory risk to the purchaser.

In order to complete our review, we were provided with: (i) financial operating information for a three (3) year period; (ii) a narrative description of the System; (iii) Borough outstanding debt information; (iv) information regarding the user rates and customer base; (v) an Asset Management Plan prepared by the Borough Engineer; and (vi) a three-year capital plan. We also had access to various relevant public documents and held various discussions with Borough officials and consultants. We have not obtained specific technical details regarding the System inventory, age, cost or specific capital plans, but have relied on general information provided by the Borough Engineer’s report. The information contained herein assumes no material changes to the customer base, capital plan or System infrastructure beyond what is discussed in this report. After reviewing the documentation and conducting our own independent analysis of the Water Utility, we offer the following report outlining our assessment of the System and recommendations.

THE SYSTEM

The System is currently owned, operated and maintained by the Borough. The System is comprised of 10 miles of miles of water mains, 764 service connections, one (1) functioning well, 77 hydrants and 224 valves. We understand that there are also two (2) wells that are currently offline due to regulatory issues and are not producing potable water at this time. This lack of production is offset by bulk water purchase from New Jersey American Water (“NJAW”), which typically represents 30-60% of supply. The boundary of the System includes the 0.70 square mile municipal limits of the Borough as well as several homes in Hopewell Township adjacent to the Borough. The population of the service area is approximately 1,900 and the total number of customers served by the System is approximately 850.

Ratepayers of the System include residential and commercial customers that are billed quarterly based on a flat unit rate and a usage fee. In 2023, the Borough approved a rate increase ordinance, which increased the quarterly flat fee by \$20 (from \$28.68 to \$48.68). Another rate increase for 2024 is under consideration. For the purposes of this report, we have included the proposed 55% rate increase effective for three quarters of 2024. These rate adjustments will have a positive impact on the System’s revenue generation, self-sustainability and value as they are enacted.



According to the Borough Engineer's report, they have identified approximately \$6 million of necessary repairs to the System that will need to be addressed in the near-term. Notably, \$2.4 million of this total will go towards remediation of the two (2) wells, which would eliminate the need for the bulk water purchase from NJAW. In addition, the Borough typically budgets \$10,000 per year for pay-go capital, but we understand that \$100,000 per year would be required to generally maintain the System. At this time, we are not aware of any additional required large capital improvements needed over the next five (5) years.

Subject to further discussion and confirmation with the Borough Engineer, the System should satisfy the requirements of "emergent conditions" numbers 4 and 5 of WIPA, meaning that the System and Borough: (i) have a lack of historical investment; and (ii) have a lack of financial, technical or managerial capacity to address the foregoing. This characterization of the System serves as the baseline for our analysis.

OVERVIEW OF THE SALE OF MUNICIPAL-OWNED UTILITIES IN THE STATE

Over the past 30 years there have been many efforts in the State of New Jersey (the "State") and nationally to use public/private partnership models to convert municipal-owned water and Water utilities to privately owned or operated status. In the State, private utilities are regulated by the NJ Board of Public Utilities ("BPU") with a focus on rate justification based upon costs of service, costs of capital and required equity returns. The four (4) major private service providers in the State are: (i) Veolia North America; (ii) New Jersey American Water; (iii) Middlesex Water; and (iv) Aqua Water. Several water utility sales have recently been completed, or are in-progress, including the Boroughs of Saddle River, Allendale, the Township of West Milford and the City of Egg Harbor. Below is a brief summary of the various methods available to public entities to transfer risk/ownership to the private sector.

Long-Term Concession. The New Jersey Water Supply and Wastewater Treatment Public-Private Contracting Act (the "Act"), enacted in 1995, provides framework for public entities to enter into long-term contracts (40 years) with private-sector firms for financing, design, construction, improvement, operation, maintenance, administration of a water supply/wastewater treatment system. The Act gives public entities flexibility in terms of allocating the financial and operational risks of the system and specifically defining the private sector's role. Public-private water contracts must be approved by both the Local Finance Board ("LFB") and the BPU, with the Department of Environmental Protection ("DEP") having the opportunity to review and comment. However, public-private wastewater contracts require only LFB approval, with the DEP having the opportunity to review and comment. These contracts typically involve a concession fee being paid by the private-sector firm to the public entities upfront, on an ongoing basis, or a combination thereof. Generally, the concession fees must be used by the public entity for: (i) the purpose of reducing or offsetting property taxes; (ii) rate stabilization; or (iii) the defeasance of debt related to the system.

Referendum. State law also provides for public sale or lease of a public water supply or wastewater treatment system to a private entity via voter-approved referendum. This method requires a resolution authorizing the sale of the system and advertisement of a comprehensive



Request for Bids document. The public entity must choose “highest bidder”, which does not always mean the entity that can operate the system the most efficiently or cost effectively. Proceeds from the sale of the system must be used to retire outstanding debt of the public entity and, to the extent additional funds remain, any other general purposes of the public entity.

Water Infrastructure Protection Act. In 2015, the State passed the Water Infrastructure Protection Act (“WIPA”), which sets a uniform standard for public entities to methodically proceed with the sale or long-term lease of their municipal-owned water and wastewater collection systems. In order to justify the sale of the asset, the public entity must first determine that an “emergent condition” exists. As such, the law identified and defined five (5) conditions in a municipal-owned utility which may be classified as an “emergent condition”. Generally, these conditions involve environmental contamination, lack of historical investment, lack of financial/technical expertise and regulatory non-compliance. Subsequent to this designation, there are numerous procedural steps and legislative actions that must occur, including providing the public with a 45-day window in which they may file a petition protesting the sale and forcing a referendum. Further, it is necessary to obtain the approval of the LFB, BPU and DEP. Finally, once approved by the various governmental agencies and the 45-day estoppel period has lapsed, a very comprehensive RFQ process must be undertaken. Proceeds from the sale of the system must be utilized in the same manner as prescribed by the Referendum method.

Note that State law requires that contracts in excess of \$12.5 million be submitted to the State Comptroller’s office for approval. Additionally, pursuant to Executive Order 12803 by President George H. W. Bush in 1992, any Federal grant proceeds used to maintain the System must be repaid to the Federal government on a depreciated basis at the time of sale.

CURRENT OPERATIONS AND PROJECTED FUTURE OPERATIONS

In order to have a complete understanding of the impact of a potential sale of the Water Utility, it is important to review an operating pro forma to gauge the profitability of the asset over time. We modeled the current and future Water Utility operations under three (3) scenarios:

- (i) retained ownership by the Borough bearing the full cost of operations;
- (ii) retained ownership by the Borough with required capital improvements; and
- (iii) a sale of the System to a third-party private entity.

Table I sets forth a four (4) year summary of historical financial operations along with the budget for the current year, 2024. The System has typically operated at roughly breakeven operations, after accounting for the utilization of Water Utility fund balance to help balance the budget, which is a common practice across the State. However, increasing operating costs have put significant stress on System revenues in 2023 and 2024. Notably, 2023 ended with a \$100,000 deficit, which must be raised in the 2024 budget. Additionally, the 2024 budget is facing a significant rate increase in order to balance operations.

On the revenue side, Water rents are the primary source of revenue at approximately 90-95% of budget and, prior to 2023, averaged approximately \$600,000 per year. Miscellaneous revenues



and Water Utility fund balance represent the balance of the revenues and are used as needed to help balance the budget. As noted above, the Borough has recently implemented a 2023 rate increase that increased revenue from user fees by \$50,000 per year and is currently considering a 55% rate increase for 2024, which would raise user fees by another \$225,000 for 2024.

On the expense side, salaries/wages and operating expenses are the primary expenditures, accounting for about 75% of total expenditures, on average. Debt service is the second largest expenditure, representing about 15% of total expenditures or \$100,000, on average. Pay-go capital and statutory expenditures make up the bulk of the remainder. Particularly of note is the fact that System expenditures have grown by \$215,000, or 73%, over the last four (4) years primarily due to the ongoing need to purchase bulk water from NJAW, the cost of which has risen from \$200,000 to approximately \$400,000. Additionally, the Borough has expended significant funds toward leak detection and remediation recently, which will only continue to become a larger problem as the System ages.

TABLE I - Historic/Current Operations					
	2020 (Actual)	2021 (Actual)	2022 (Actual)	2023 (Actual)	2024 (Actual)
OPERATING REVENUE					
<i>Growth Factor</i>	<i>Per Adopted Rate Schedule</i>				55.00%
Rents	\$ 586,000	\$ 599,000	\$ 603,000	\$ 625,000	\$ 849,000
Miscellaneous Revenue	15,000	10,000	4,000	4,000	-
Other	-	-	-	-	-
Surplus Anticipated	83,000	90,000	70,000	32,000	-
TOTAL REVENUE	\$ 684,000	\$ 699,000	\$ 676,000	\$ 661,000	\$ 849,000
OPERATING EXPENDITURES					
Salaries & Wages	\$ 114,000	\$ 116,000	\$ 112,000	\$ 113,000	\$ 120,000
Operations/Maintenance	295,000	348,000	381,000	509,000	527,000
Overexpended Appropriation	-	-	-	-	82,000
Miscellaneous Expenses	45,000	44,000	39,000	30,000	9,000
Existing Debt Service	120,000	96,000	94,000	97,000	99,000
New Debt Service	-	-	-	-	-
Pay-go Capital	15,000	15,000	-	13,000	10,000
TOTAL EXPENDITURES	\$ 589,000	\$ 619,000	\$ 626,000	\$ 763,000	\$ 849,000
NET INCOME	\$ 95,000	\$ 80,000	\$ 50,000	\$ (102,000)	\$ -
<i>*Figures may not add due to rounding</i>					

Further, we understand that there is currently no direct subsidy to or from the Borough's Current Fund, however, the Borough allocates a share of certain administrative costs to the Water Utility budgets, including a portion of administrative staff salaries and benefits for the share of their duties related to the Water Utility, along with certain legal and professional fees. Based on information provided by Borough officials, we estimate these costs to total approximately \$125,000 per year. It can be assumed that such costs would still be required if the System were sold and therefore would need to be shifted to and funded out of the Current Fund, assuming no changes to staffing, salaries and insurance/benefits.



Base Case Operations. Table II sets forth a four (4) year summary of projected financial operations if the Borough were to continue operation of the Water Utility with the current level of capital improvements, while bearing the full cost of operating the System. Namely, the base case assumes the Borough continues to purchase bulk water from NJAW in lieu of making the required capital investment to repair the two (2) offline wells and includes increased pay-go capital, salaries/wages and operational costs. Based on our discussions with the Borough administration, these costs better reflect the real cost of operating the System without subsidy and would be required if the Borough continues to own and operate the System. On the revenue side, we removed the use of surplus as a revenue source in order to show the System operating on a self-supporting basis. On the expense side, we applied a 3.00% annual inflationary adjustment to salaries/wages and operating expenses, increased the capital improvement contribution to \$100,000 and projected forward the Water Utility debt service. As shown below, even after a sizeable 2024 rate increase, the rate structure will not be self-sustainable within the next 5 years as costs will continue to increase. We project at least another 12% rate increase would be required to balance the budget in 2025, followed by annual 2-3% increases.

TABLE II - Projected Base Case Operations					
	2023 (Actual)	2024 (Actual)	2025 (Projected)	2026 (Projected)	2027 (Projected)
OPERATING REVENUE					
<i>Growth Factor</i>		<i>55.00%</i>	<i>0.00%</i>	<i>0.00%</i>	<i>0.00%</i>
Rents	\$ 625,000	\$ 849,000	\$ 921,000	\$ 921,000	\$ 921,000
Miscellaneous Revenue	4,000	-	-	-	-
Other	-	-	-	-	-
Surplus Anticipated	32,000	-	-	-	-
TOTAL REVENUE	\$ 661,000	\$ 849,000	\$ 921,000	\$ 921,000	\$ 921,000
OPERATING EXPENDITURES					
Salaries & Wages	\$ 113,000	\$ 120,000	\$ 210,000	\$ 216,000	\$ 223,000
Operations/Maintenance	509,000	527,000	590,000	608,000	626,000
Overexpended Appropriation	-	82,000	-	-	-
Miscellaneous Expenses	30,000	9,000	36,000	37,000	38,000
Existing Debt Service	97,000	99,000	92,000	95,000	92,000
New Debt Service	-	-	-	-	-
Pay-go Capital	13,000	10,000	100,000	100,000	100,000
TOTAL EXPENDITURES	\$ 763,000	\$ 849,000	\$ 1,029,000	\$ 1,056,000	\$ 1,080,000
NET INCOME	\$ (102,000)	\$ -	\$ (108,000)	\$ (135,000)	\$ (159,000)
*Figures may not add due to rounding					

Debt-Financed Capital. Table III sets forth a four (4) year summary of projected financial operations if the Borough were to continue operation of the Water Utility under the Base Case Operations discussed above and debt financed \$6 million of required capital improvements discussed herein. We understand that the Borough is pursuing Federal grants of up to \$2.4 million that could be used to directly offset the amount of the \$6 million of capital projects that would be debt-financed. Accordingly, this scenario includes \$2.4 million of Federal grants and \$3.6 million of debt financing. It also projects the required rate increases needed in order to maintain balanced operations without the use of surplus or reserves.



The adjustments to operating expenses and annual inflationary growth are consistent with the Base Case Operations reflected in Table II. The major difference in this scenario is the inclusion of \$3.6 million of debt-financed capital over the next three (3) years in the form of staggered bond issuances. For the purposes of this analysis, we assumed that the Borough would issue general obligation bonds for the full amount at current market interest rates. We note that the NJIB is currently offering very attractive financing options, including principal forgiveness and up to 75% interest free loans for certain projects, but we wanted to present this scenario in a more conservative manner.

In this scenario, we project that another 14% rate increase would be required in 2025 for the System to be fully self-supporting and finance the required capital investment to repair the offline wells. Absent the \$2.4 million grant, this figure would be significantly higher. This assumes the Borough can eliminate approximately \$300,000 of the bulk purchase of water from NJAW by 2027 by implementing the capital program. The new debt service is projected to be approximately \$275,000 per year, resulting in a net positive cash flow of \$25,000 after accounting for the elimination of the bulk water purchase. Going forward, the Borough would likely need to implement 2-3% annual rate increases to rebuild fund balance, keep up with capital investment and ensure positive future operations.

TABLE III - Projected Municipal Operations					
	2023 (Actual)	2024 (Actual)	2025 (Projected)	2026 (Projected)	2027 (Projected)
OPERATING REVENUE					
Growth Factor		55.00%	14.00%	2.00%	2.00%
Rents	\$ 625,000	\$ 849,000	\$ 1,050,000	\$ 1,071,000	\$ 1,092,000
Miscellaneous Revenue	4,000	-	-	-	-
Other	-	-	-	-	-
Surplus Anticipated	32,000	-	-	-	-
TOTAL REVENUE	\$ 661,000	\$ 849,000	\$ 1,050,000	\$ 1,071,000	\$ 1,092,000
OPERATING EXPENDITURES					
Salaries & Wages	\$ 113,000	\$ 120,000	\$ 210,000	\$ 216,000	\$ 223,000
Operations/Maintenance	509,000	527,000	590,000	402,000	302,000
Overexpended Appropriation	-	82,000	-	-	-
Miscellaneous Expenses	30,000	9,000	36,000	37,000	38,000
Existing Debt Service	97,000	99,000	92,000	95,000	92,000
New Debt Service	-	-	19,000	128,000	267,000
Pay-go Capital	13,000	10,000	100,000	100,000	100,000
TOTAL EXPENDITURES	\$ 763,000	\$ 849,000	\$ 1,048,000	\$ 979,000	\$ 1,022,000
NET INCOME	\$ (102,000)	\$ -	\$ 2,000	\$ 92,000	\$ 70,000
*Figures may not add due to rounding					

DEFEASANCE OF EXISTING DEBT

In connection with a sale of the Water Utility via referendum or WIPA, State law requires that the Borough utilize sale proceeds to defease its outstanding debt, first with respect to all Water Utility debt and second with respect to all general improvement debt. Based on our review, as of



December 31, 2023, the Borough has \$618,000 of Water Utility debt and \$8 million of general improvement debt outstanding. Such debt includes only Borough general obligation bonds, as the Borough does not currently have any bond anticipation notes or New Jersey Infrastructure Bank (“NJIB”) loans outstanding. We are not aware of any Federal grant proceeds that have been utilized to improve the System.

Table IV details the Borough’s \$618,000 of Water Utility debt outstanding as of December 31, 2023. This is comprised entirely of fixed rate, long-term bonds issued by the Borough in 2015 and 2020 (the “Outstanding Water Debt”). The Outstanding Water Debt matures in annual installments through the year ending December 31, 2034 and has various redemption provisions as shown below.

TABLE IV - Defeasance of Water Utility Debt as of 12/31/2023				
Series	Amount Outstanding	Final Maturity	Redemption Provisions	Est. Cost of Defeasance ⁽¹⁾
Series 2015	\$58,000	09/15/34	09/15/25	\$53,693
Series 2020	560,000	09/15/30	09/15/27	501,226
BANs	<u>0</u>	n/a	n/a	<u>0</u>
	\$618,000			\$554,918
<i>(1) Assumes net funded escrow using SLGS rates as of February 23, 2024. Based on January 1, 2025 settlement date for presentation purposes.</i>				

In addition, Table V details the Borough’s \$8 million of general improvement debt outstanding as of December 31, 2023. This is comprised entirely of fixed rate, long-term bonds (the “Outstanding General Debt”). The Outstanding General Debt matures in annual installments through the year ending December 31, 2034 and has various redemption provisions as shown below.

TABLE V - Defeasance of General Improvement Debt as of 12/31/2023				
Series	Amount Outstanding	Final Maturity	Redemption Provisions	Est. Cost of Defeasance ⁽¹⁾
Series 2015	\$2,638,000	09/15/34	09/15/25	\$2,428,649
Series 2020	2,365,000	09/15/30	09/15/27	2,098,552
Series 2022	2,950,000	03/01/34	03/01/30	2,819,498
BANs	<u>0</u>		n/a	<u>0</u>
	\$7,953,000			\$7,346,700
<i>(1) Assumes net funded escrow using SLGS rates as of February 23, 2024. Based on January 1, 2025 settlement date for presentation purposes.</i>				

Also included in Table IV and Table V is an estimated cost to defease (i.e. “pay off”) the Borough’s Outstanding Water Debt and Outstanding General Debt, based on current investment rates. The projected cost to defease the Borough’s outstanding debt is based on a combination of:

- (i) The principal amount outstanding;
- (ii) interest cost payable through the respective redemption date of each series; and



- (iii) available investment rates for the escrowed proceeds.

The Borough has the ability to invest proceeds from a potential sale in government obligations, known as State and Local Government Series (“SLGS”) securities, to help offset a portion of the defeasance cost. Based on current market conditions, and assuming a January 1, 2025 settlement date (for presentation purposes), the projected cost to defease all of the Borough’s Outstanding Water Debt is approximately \$555,000 and the projected cost to defease all of the Borough’s Outstanding General Debt is approximately \$7.3 million. Note that this amount assumes the Borough will make all budgeted debt service payments from now until the estimated settlement date.

SYSTEM VALUATION

In order to assess the value of the System, we employ a number of valuation methodologies that look at value from various perspectives in order to produce a reasonable range. Understanding the potential value of the System is of paramount importance as the Borough moves through this process and puts the Borough in a strong position to make better decisions for its taxpayers and ratepayers. We typically employ the following asset-valuing methodologies: (i) replacement cost approach; (ii) income capitalization approach; and (iii) market comparable approach. With all approaches, we have applied a typical inflationary factor to projected cash flows during the calculation period.

Replacement/Cost Approach. When valuing an asset, it is important to consider the amounts that the Borough has invested in the System and the potential cost for another entity to recreate the infrastructure needed to operate the System. Based on information in the Borough Engineer’s Asset Management Plan, we understand that the approximate replacement cost of the System is **\$11.4 million**. At this time, information regarding the original cost and cost less depreciation for the System is not available. However, we note that the replacement/cost approach of valuation typically greatly overstates the potential sales price of the asset.

Income Capitalization Approach. One of the most common ways to value any revenue-producing asset is using income capitalization. With respect to the System, we expect that a private owner would be able to capitalize on various operational efficiencies, resulting in a projected initial net income of approximately \$350,000. This net income figure was projected by (i) eliminating various operating expenses that would not apply to a private operator, such as debt service, statutory expenditures and bulk water purchase; (ii) applying an efficiency factor to the remaining salaries & wages and operating expenses; and (iii) estimating the annual capital needs to maintain the System in a state of good repair.

Phoenix Advisors uses the average of three (3) income approaches to determine the value of the System under this methodology. First, we applied a revenue multiplier of 7x, which is based on an average of the multipliers (sales price vs. system revenue) derived from recent similar system sales to the projected 2025 revenue for the System (“Analysis #1”). Second, Phoenix Advisors applied an estimated capitalization rate of 8% (based on the typical allowable returns to public utilities) to the projected 2025 net income to develop a simple valuation (“Analysis #2”). Lastly,



we applied the industry standard method of converting net income to a value using a discounted cash flow analysis. This method determines the “present value” of the future projected cash flows to the current year through the use of a risk adjusted weighted average cost of capital of 8% (“Analysis #3”).

After performing the three (3) calculations described above, we averaged the results, which is a valuation of approximately **\$4.9 million**, as shown in Table VI.

TABLE VI - Income Capitalization Approach	
Description of Method	Water Utility
<u>Financial Summary</u>	
Operating Revenue	\$920,000
Less: Operating Expenditures	<u>570,000</u>
Surplus/(Deficit)	\$350,000
<u>Analysis #1</u>	
System Use Charges (2025 Est.)	\$920,000
Revenue Multiple	7.0
Gross Valuation	\$6,450,000
<u>Analysis #2</u>	
Net Operating Income (2025 Est.)	\$350,000
Estimated Capitalization Rate	8.00%
Gross Valuation	\$4,350,000
<u>Analysis #3</u>	
WACC Discounted Cash Flow Rate	8.00%
Gross Valuation	\$3,900,000
Average Valuation:	<u>\$4,900,000</u>

Market Comparable Approach. Based on our research, we have identified various recent sales of Water systems in New Jersey (as shown in Table VII) and evaluated the sales price in terms of: (i) price per customer; (ii) price per mile of infrastructure; and (iii) price as a multiple of Water use charges. Notably, we have found that, for similar water systems, the price per customer has been approximately \$7,100, the price per mile of asset infrastructure has been approximately \$300,000 and the price per dollar of Water rents has been approximately 7x. Extrapolating this data and applying it to the System results in an average value of approximately **\$6.3 million**.



TABLE VII - Other NJ Water/Sewer System Sales						
Entity	Year of Bid	System Type	Sales Price	Customers	System Revenue	Price per Customer
Saddle River Borough*	2022	Water	\$3,700,000	500	\$590,000	\$7,500
Somerville Borough	2022	Sewer	7,000,000	3,500	2,800,000	2,000
Bound Brook Borough	2022	Sewer	5,000,000	3,000	1,600,000	1,750
Allendale Borough	2021	Water	18,000,000	2,500	2,000,000	7,250
Manville Borough*	2023	Sewer	6,500,000	4,200	1,900,000	7,250
Egg Harbor City^	2021	Water/Sewer	21,800,000	3,000	2,079,000	7,250
Long Hill Township	2019	Sewer	12,700,000	2,800	2,204,800	4,500
Mt. Ephraim Borough	2019	Sewer	1,400,000	1,800	225,000	750
West Milford Township	2018	Water/Sewer	12,600,000	1,760	1,800,000	6,750
Haddonfield Borough	2015	Water/Sewer	28,675,000	4,545	3,677,000	6,250
*In Progress; ^WIPA						

Estimated Valuation

In summary, we estimate the valuation of the System, in a state of good repair, to be in the range of approximately **\$4.5 million to \$6.5 million**, based on the various approaches discussed above and shown in Table VIII. However, the ultimate value may be impacted further due to overdue capital improvements, aging infrastructure or other unknowns.

TABLE VIII - Valuation Summary	
Valuation Method	Water Utility
1. Cost Approach	\$11,400,000
2. Income Capitalization Approach	4,900,000
3. Market Comparable Approach	6,300,000

Additionally, the WIPA legislation passed by the State in 2015 supports the “fair market value” pricing for the sale of water and wastewater utility systems rather than the prior approach based on the original cost/depreciation of the asset and/or traditional asset valuation methods. Nationally, the outcome usually results in a higher sale price than municipalities would typically otherwise receive under the prior methodology. The BPU incorporates the sale price into the operator’s rate base across the State, thus considering the revenues and rates of the private operator outside of the subject municipality. In short, by spreading the potential costs and revenues across the private operator’s rate base, the purchase price to municipalities has generally been significantly higher. Due to the “fair market value” approach to pricing, the ultimate sales price is dependent on a number of factors that are unique to the buyer and not always transparent. As noted above, Egg Harbor City is the only municipality in New Jersey to complete a sale under WIPA and their sales price was at the high end of the per customer range.

CONCLUSION

The decision-making process regarding the potential sale of the Water Utility involves a number of considerations, both financial and otherwise. As a result of the offline wells and bulk water



purchase from NJAW, the Borough is facing a significant amount of additional operating expenses or capital needs in the short-term, in addition to the general need to maintain the System infrastructure. Despite the proposed rate increases, the Borough will still face various financial, technical, regulatory and operational challenges. Conversely, the sale of the System would result in a loss of rate-setting control for the Borough in the long term. Typically, investor-owned public utilities will agree to a set rate schedule for 5-7 years, followed by the implementation of the Borough rate into the owner's State rate base. That said, we note that in this case, the Borough's rate structure is higher than that of the public utilities, like NJAW.

It should be noted that State law requires any proceeds from the sale of a municipal-owned utility to be applied as follows: (i) first, to retire bonds issued for the purposes of the system; (ii) second, to retire any other bonds issued by the municipality; and (iii) third, for any other general purpose of the municipality. Based on our understanding, this requirement is consistent with the Borough's intended use of potential sale proceeds. The estimated System value should provide for (i) the defeasance of all of the Outstanding Water Debt; and (ii) the defeasance of a portion of the Outstanding General Debt (in aggregate the total of these two (2) items is estimated to be approximately \$7.9 million).

Particularly of note to the Borough is the potential impact on the Current Fund budget if the Borough were to sell the System. As noted herein, we understand that there is currently no direct subsidy to or from the Borough's Current Fund, however, the Borough allocates a share of certain administrative costs to the Water Utility budgets. Based on information provided by the Borough and the methodology described herein, we estimate this cost to be approximately \$125,000 and includes: salaries and wages, health benefits/insurance, administrative costs and certain professional services. These costs, assuming they are maintained at the current levels, will need to shift to and be funded by the Current Fund. Further, Borough properties would begin paying for Water services and hydrant fees since they currently receive such services for free. These items would likely need to be offset by a combination of tax increases, reductions to appropriations and/or debt defeasance savings, should the Borough eliminate the ability to share costs with the Water Utility.

However, as mentioned above, excess sale proceeds after the defeasance of the Outstanding Water Debt would be applied to defease the Outstanding General Debt and then may be allocated to any municipal purpose. The elimination of the Outstanding General Debt would provide direct savings to the current fund budget and would likely offset the increased costs referenced above. Based on our defeasance analysis discussed herein, if the excess proceeds were to defease a portion of the Outstanding General Debt, it would result in annual savings of approximately \$700,000 per year relative to the 2024 budgeted debt service figures. This is based on a preliminary defeasance analysis described in Table V. Based on this analysis, a sale of the System should be a budget positive when accounting for the potential debt defeasance savings, shifting of costs routinely paid by the Water Utility over to the Current Fund and the potential for additional sale proceeds. Please note that this is only a preliminary estimate and the actual amount of Outstanding General Debt that can be defeased and the resulting savings from the defeasance can only be determined after a sale of the System.

NO. 2024-56

ADOPTED: April 4, 2024

**RESOLUTION ACCEPTING REPORT OF PHOENIX ADVISORS, LLC
ANALYZING (1) THE FINANCIAL REQUIREMENTS NECESSARY TO
ADDRESS “EMERGENT CONDITIONS” AND OPERATE AND MAINTAIN
THE WATER SYSTEM AND (2) THE POSSIBLE SALE OF WATER SYSTEM**

WHEREAS, the Borough of Hopewell owns a water system and infrastructure through which it supplies water to its residents and businesses; and

WHEREAS, in recent years the Borough has been researching, investigating, and studying the integrity of the system’s infrastructure and physical assets, and the Borough’s current and future ability to operate, maintain, and improve the system as required, all while ensuring the Borough is able to supply water at affordable rates to its users; and

WHEREAS, as part of its efforts, the Borough has researched the viability of a potential sale of its water system to a capable private entity under the provisions of the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. (“WIPA”); and

WHEREAS, through WIPA, a municipality is authorized to sell a water system if, among other things, it determines that one or more “emergent conditions” exist, which conditions include the following:

1. The system is located in an area designated by the New Jersey Department of Environmental Protection (NJDEP) as an Area of Critical Water Supply Concern I or II, or any future designation or newly added area of critical water supply concern;
2. The owner of the system is a significant noncomplier, as defined pursuant to section 3 of P.L.1977, c.7 (C.58:10A-3), has been the subject of a formal enforcement action initiated by the department, or is substantially out of compliance with an administrative consent order, settlement agreement, stipulation of settlement, or judicial consent order entered into with the department;
3. There is a present deficiency or violation of maximum contaminant levels established pursuant to the “Safe Drinking Water Act,” P.L.1977, c.224 (C.58:12A-1 et seq.), concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure, or distribution or treatment of wastewater;
4. There is a demonstrated lack of historical investment, repair, or sustainable maintenance as determined by the department, or material damage to the infrastructure of the system; or
5. The system owner lacks the financial, technical, or managerial capacity to adequately address any of the foregoing on a sustainable basis or own and operate the system in a way that supports economic activity in the municipality on a sustainable basis; and

WHEREAS, based on the foregoing, at this time the Borough believes that at least two emergent conditions may exist, to wit:

- The Borough is working with the NJDEP and Borough consultants to take corrective action based on a July 7, 2022 Notice of Non-Compliance from the NJDEP, based on exceedance of the MCL (Maximum Contaminant Level) for Perfluorooctane Sulfonic Acid (PFOS) for Well #4 (emergent condition #4); and
- The Borough lacks the financial capacity to undertake necessary improvements to correct the MCL exceedance and also lacks the financial capacity to continue to own and operate the system in a way that supports economic activity in the Borough on a sustainable basis (emergent condition #5); and

WHEREAS, based on the above factors, by Ordinance No. 865 adopted in 2023, Borough Council authorized the expenditure of monies from the Water Capital Fund Balance for purposes of undertaking necessary professional services in connection with therewith, including legal, geological, engineering, and financial analysis services; and

WHEREAS, consistent with this authorization and financial appropriation, the Borough hired the firm of Phoenix Advisors, LLC, an independent financial advisor with substantial expertise in this area, to undertake a financial analysis of the Borough's water utility and possible sale thereof, as well as the financial impact of retaining the system and undertaking improvements to address the emergent conditions; and

WHEREAS, simultaneously the Borough directed the Borough Engineer to complete on its behalf a water system asset management plan to provide an engineering report on the inventory and condition of the water system, as well as provide an understanding of the necessary improvement costs for the foreseeable future; and

WHEREAS, Phoenix Advisors, LLC has completed its analysis of the financial aspects of the Borough's water system, which provides a detailed review, analysis and report on the value of the Borough's system and the short and long-term impacts to ratepayers of the cash-flow structure of the sale, and an estimate as to the financial requirements necessary to address the emergent conditions and to operate and maintain the system; and

WHEREAS, Borough Engineer, Boswell Engineering, has also completed its engineering analysis of the Borough's water system and completed an asset management plan; and

WHEREAS, both the financial and engineering reports have been presented to the Borough Council, which reports are available for public inspection and review; and

WHEREAS, based on the engineering and financial analyses and reports, the Borough believes that at least the two emergent conditions set forth above exist, which would support the sale of its water system; and

WHEREAS, as a result, the Borough Council seeks to hold a public hearing at an upcoming public meeting, which shall be noticed and held as required by WIPA, for purposes of considering a formal determination on the proposed emergent conditions certification that would ultimately support a sale under WIPA; and

WHEREAS, the Borough understands and acknowledges that: the sale of its water system under WIPA is a time intensive process, taking a minimum of twelve additional months if successful; WIPA engages the public and enables it to participate at multiple stages in the process; and WIPA requires that certain approvals be obtained by various State agencies, including the Board of Public Utilities (BPU), NJDEP and Division of Local Government Services in the Department of Community Affairs (DLGS), which significant steps can be summarized as follows:


1. A public hearing on the proposed emergent conditions certification shall be held to formally: review the findings on which a certification of emergent conditions is based; provide a summary of the findings of Phoenix Advisor's report; determine if one or more emergent conditions exist; and ultimately determine if Council seeks to sell the water system to a capable private entity to address the emergent conditions and operate and maintain the system; and
2. If, following the public hearing, the Borough Council determines by resolution that one or more emergent conditions exist, and that it seeks to pursue the sale of its water system, then the Borough shall transmit a copy of its resolution to the BPU, NJDEP and Director of DLGS, which directs the NJDEP to approve or reject the Borough's emergent conditions certification; and
3. Should the NJDEP approve the Borough's emergent conditions certification, the Borough shall then formally publish notice of its intentions if it chooses to proceed with the sale to a capable private entity, which also will provide the public with the right to file a petition to require a public referendum on the sale before the resolution authorizing the sale takes effect; and
4. If, within 45 days of the Borough's publication of notice, a petition signed by at least 15% of the total votes cast in the Borough at the last election at which members of the General Assembly were elected be filed with the Borough, then a public referendum regarding the sale shall be put to the voters of the Borough at the next general election; and
5. Should no qualifying petition be filed within the 45-day time frame, or if the referendum should indicate that a majority of voters are in favor of the sale, then the Borough may proceed with the sale, which shall require:

- a. Publication of an RFQ (Request for Qualifications) from capable private entities wishing to be considered;
- b. Consideration of qualifications from respondents;
- c. Issuance of an RFP (Request for Proposals) to qualified respondents;
- d. Selection of a designated respondent, which the Borough Council finds to be most advantageous to the public, based on the published criteria;
- e. Negotiations with the designated respondent for a contract for the sale of the water assets, which shall include the proposed use of the proceeds of the sale, which shall also be subject to the approval of the BPU and Director of DLGS; and
- f. Execution and closing of the contract of sale with the designated respondent.


NOW, THEREFORE, BE IT RESOLVED by the Hopewell Borough Council on this 4th day of April, 2024 that:

1. The above preamble is incorporated herein as if set forth at length.
2. The Borough Council hereby accepts and approves the report submitted by Phoenix Advisors, LLC.
3. A copy of Phoenix Advisors, LLC's report is available for public review and inspection, along with a copy of Boswell Engineer's water system asset management plan.
4. A copy of Phoenix Advisors, LLC's report shall be transmitted to the BPU, NJDEP and Director of DLGS within 10 days hereof.
5. The Mayor, Clerk, Administrator and such other Borough officials and consultants are hereby authorized and directed to take such action as necessary to publicly notice and prepare the necessary materials for a public hearing on the proposed emergent conditions certification, and to schedule the public hearing as dictated by the applicable provisions of WIPA, which hearing shall be publicly noticed for at least 30 days prior to the date of the hearing.

ATTEST:



Regina M. Toth
Borough Clerk



Ryan P. Kennedy
Mayor



BOROUGH OF HOPEWELL

88 East Broad Street
Hopewell, NJ 08525
Tel: 609-466-2636 Fax: 609-466-8511
www.hopewellboro-nj.us

April 9, 2024

Shawn M. LaTourette, Commissioner
Department of Environmental Protection
401 E. State St., 7th Floor, East Wing
P.O. Box 402
Trenton, NJ 08625-0402

Christine Guhl-Sadovy, President
New Jersey Board of Public Utilities
44 S. Clinton Avenue
Trenton, NJ 08625

Jacquelyn Suarez, Director
Division of Local Government Services
101 S. Broad Street
P. O. Box 803
Trenton, NJ 08625-0803

**Re: WIPA – Transmittal of Report of Independent Financial Advisor
Borough of Hopewell, Mercer County**

Dear Mr. LaTourette, Ms. Guhl-Sadovy and Ms. Suarez:

Enclosed please find a copy of the March 28, 2024 report entitled "Water System Evaluation Report" issued by the Borough of Hopewell's independent financial advisor Phoenix Advisors, LLC, which the Borough Council of the Borough of Hopewell accepted and approved by Resolution No. 2024-56 at its April 4, 2024 meeting. Enclosed is also a copy of Resolution No. 2024-56.

This report is being transmitted pursuant to N.J.S.A. 58:30-5c. of the Water Infrastructure Protection Act ("WIPA"), which requires that the report be transmitted to your offices within ten days of the Borough Council's approval of said report. The report has already been made publicly available.

Please be advised that a public hearing has been scheduled for Monday, May 13, 2024 at 7 p.m. for purposes of the Borough Council's consideration and action on the proposed emergent conditions certification.

Thank you.

Sincerely,

Doug Walker, Borough Administrator

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

NOTICE OF PUBLIC HEARING
MONDAY, MAY 13, 2024 7 P.M.

PLEASE TAKE NOTICE THAT the Mayor and Council of the Borough of Hopewell, Mercer County, New Jersey, shall hold a public hearing in the Court Room at Hopewell Borough Hall, 88 East Broad Street, Hopewell, NJ 08525, on Monday, May 13, 2024 at 7:00 p.m. prevailing time on the following:

PROPOSED EMERGENT CONDITIONS CERTIFICATION
UNDER THE WATER INFRASTRUCTURE PROTECTION ACT
N.J.S.A 58:30-1 et seq. (“WIPA”)

PLEASE TAKE FURTHER NOTICE as follows:

1. By resolution adopted on April 4, 2024, the Borough Council formally accepted and approved the March 28, 2024 report entitled “Water System Evaluation Report” (“Financial Report”) by independent financial advisor Phoenix Advisors, LLC (“Phoenix”) which reviewed, analyzed and reported on the value of the Borough’s water system and short and long term impacts to rate-payers of the cash-flow structure of a sale of the system and provided an estimate as to the financial requirements necessary to address the Borough’s identified emergent conditions and to operate and maintain the system. This report is available for public review on the Borough’s website.

2. Based on the Financial Report, the Borough’s extensive research and analysis and Borough Engineer Boswell Engineering’s continued engineering analysis and reporting, the Borough believes that at least two of the five emergent conditions as identified in WIPA exist, and as follows:

A. N.J.S.A. 58:30-5b.(3) – Condition #3

“There is a present deficiency or violation of maximum contaminant levels established pursuant to the ‘Safe Drinking Water Act,’ P.L. 1977, c.224 (C.58:12A-1 et seq.), concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure, or distribution or treatment of wastewater” to wit:

1. The Borough is working with the New Jersey Department of Environmental Protection and Borough consultants to take corrective action to comply with the NJDEP’s: (a) July 7, 2022 Notice of Non-Compliance (for exceedance of the MCL (Maximum Contaminant Level) for Perfluorooctane

Sulfonic Acid (PFOS) for Well No. 4); and (b) September 14, 2023 Notice of Non-Compliance (for failure to remediate the MCL within one year). Although current levels do not presently exceed the PFOS MCL, the NDEP requires that the Borough take corrective action to remediate this condition at Well No. 4.

2. Well No. 4 is currently the only Borough well in operation, for the following reasons:
 - a. Water from Well No. 6 contains arsenic at concentrations above the Safe Drinking Water Act standards, which the Borough cannot afford to treat. Consequently, Well No. 6 has been out of service since 2000.
 - b. Wells No. 2 and No. 5 were removed from service in 2006 due to naturally occurring radium and uranium at concentrations exceeding Safe Drinking Water Act standards, which the Borough could not afford to treat. Both Wells No. 2 and No. 5 have been permanently sealed.

Consequently, since April 2016, the Borough has been unable to produce a sufficient volume of water using its own local assets to meet system demand, and must meet its demand with water purchased from New Jersey American Water. Well No. 4 provides 40% of water needed to run the system, and 60% is purchased from NJAW.

B. N.J.S.A. 58:30-5b.(5) - Condition #5

“The system owner lacks the financial, technical, or managerial capacity to adequately address any of the foregoing [emergent conditions #1 through #4] on a sustainable basis or own and operate the system in a way that supports economic activity in the municipality on a sustainable basis[]”, to wit:

1. The Borough lacks the financial capacity to undertake necessary improvements to correct the MCL exceedance for Well No. 4 and improve Well No. 6 to bring it back online.
2. The Borough lacks the financial, technical and managerial capacity to own and operate the system in a way that supports economic activity in the Borough on a sustainable basis, and as follows:
 - a. The Borough lacks the financial capacity to invest in the system and undertake and continue the necessary capital improvements to the system now and the future. Based on the information provided

in the February 2024 Water Asset Management Report by Borough Engineer Boswell Engineering and 3 Year Capital Plan therein, there is a need for significant financial investment and repairs to the infrastructure of the Borough's system. The Borough is not in the position to perform sustainable maintenance of the system nor fund the system's capital needs.

1. Additionally, the Borough lacks the financial capacity to complete the replacement of publicly-owned and customer-owned lead service lines of the water system within the mandatory 10-year statutory timeframe required for replacements by the NJDEP. Such improvements are not included in the Borough's 3 Year Capital Plan.
 - b. The Borough lacks the ability to properly staff the system with the technical and managerial expertise required to operate the system.
 - c. The Borough cannot undertake the above without increasing water rates for users to a level that deters and significantly cripples economic activity in the Borough. The required increases to water rates will also deter investment in existing private housing stock and deter investment needed to provide inclusionary housing due to the lack of on-going affordability.
3. Phoenix's findings, as set forth in its Financial Report, can be summarized as follows:
- A. Due to (i) the rising cost of bulk water purchases; (ii) unforeseen expenditures for leak detection and remediation; and (iii) deferred capital investment, the system operated at a \$100,000 deficit in 2023 and is facing a 55% rate increase in 2024.
 - B. The Borough Engineer has identified approximately \$6 million of capital improvements required in the next three (3) years, approximately \$2.4 million of which would go towards remediation of two (2) wells (Wells No. 4 and No. 6). Although the Borough is pursuing grants to offset a portion of these costs, the projected debt service on the balance of those capital improvements is prohibitively high as compared to the current budget.

- C. If the Borough were to retain the system, the required rate structure would be significantly higher than that of comparable nearby water systems.
- D. If the Borough were to sell the system, the estimated sales price could be between \$4.5 million and \$6.5 million and the proceeds could be used to pay down existing debt, resulting in direct budgetary savings to the Borough.

4. The Borough's Certification of Emergent Conditions will be publicly considered and evaluated at the May 13, 2024 public hearing, and is in anticipation of the proposed sale of the Borough's water assets to a capable private or public entity in accordance with WIPA.

Regina Toth, RMC
Clerk of the Borough of Hopewell



Times of Trenton

LEGAL AFFIDAVIT

AD#: 0010853503

Total

\$139.20

State of New Jersey,) ss

County of Middlesex)

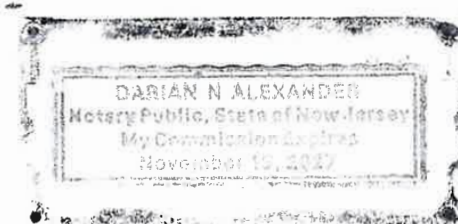
Lisa Arrington being duly sworn, deposes that he/she is principal clerk of NJ Advance Media; that Times of Trenton is a public newspaper, with general circulation in Burlington, Hunterdon, Mercer, Middlesex, Monmouth, Ocean, and Somerset Counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Times of Trenton 04/12/2024

Principal Clerk of the Publisher

Sworn to and subscribed before me this 15th day of April 2024

Notary Public



BOROUGH OF HOPEWELL
COUNTY OF MERCER, NEW JERSEY

NOTICE OF PUBLIC HEARING
MONDAY, MAY 13, 2024 7 P.M.

PLEASE TAKE NOTICE THAT the Mayor and Council of the Borough of Hopewell, Mercer County, New Jersey, shall hold a public hearing in the Court Room at Hopewell Borough Hall, 88 East Broad Street, Hopewell, NJ 08525, on Monday, May 13, 2024 at 7:00 p.m. prevailing time on the following:

PROPOSED EMERGENT CONDITIONS CERTIFICATION UNDER THE WATER INFRASTRUCTURE PROTECTION ACT
N.J.S.A. 58:30-1 et seq. ("WIPA")

PLEASE TAKE FURTHER NOTICE as follows:

1. By resolution adopted on April 4, 2024, the Borough Council formally accepted and approved the March 28, 2024 report entitled "Water System Evaluation Report" ("Financial Report") by independent financial advisor Phoenix Advisors, LLC ("Phoenix") which reviewed, analyzed and reported on the value of the Borough's water system and short and long term impacts to rate-payers of the cash-flow structure of a sale of the system and provided an estimate as to the financial requirements necessary to address the Borough's identified emergent conditions and to operate and maintain the system. This report is available for public review on the Borough's website.

2. Based on the Financial Report, the Borough's extensive research and analysis and Borough Engineer Boswell Engineering's continued engineering analysis and reporting, the Borough believes that at least two of the five emergent conditions as identified in WIPA exist, and as follows:

A. N.J.S.A. 58:30-5b.(3) – Condition #3

"There is a present deficiency or violation of maximum contaminant levels established pursuant to the 'Safe Drinking Water Act,' P.L. 1977, c.224 (C.58:12A-1 et seq.), concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure, or distribution or treatment of wastewater" to wit:

1. The Borough is working with the New Jersey Department of Environmental Protection and Borough consultants to take corrective action to comply with the NJDEP's: (a) July 7, 2022 Notice of Non-Compliance (for exceedance of the MCL (Maximum Contaminant Level) for Perfluorooctane Sulfonic Acid (PFOS) for Well No. 4); and (b) September 14, 2023 Notice of Non-Compliance (for failure to remediate the MCL within one year). Although current levels do not presently exceed the PFOS MCL, the NJDEP requires that the Borough take corrective action to remediate this condition at Well No. 4.

2. Well No. 4 is currently the only Borough well in operation, for the following reasons:

a. Water from Well No. 6 contains arsenic at concentrations above the Safe Drinking Water Act standards, which the Borough cannot afford to treat. Consequently, Well No. 6 has been out of service since 2000.

b. Wells No. 2 and No. 5 were removed from service in 2006 due to naturally occurring radium and uranium at concentrations exceeding Safe Drinking Water Act standards, which the Borough could

not afford to treat. Both Wells No. 2 and No. 5 have been permanently sealed.

Consequently, since April 2016, the Borough has been unable to produce a sufficient volume of water using its own local assets to meet system demand, and must meet its demand with water purchased from New Jersey American Water. Well No. 4 provides 40% of water needed to run the system, and 60% is purchased from NJAW.

B. N.J.S.A. 58:30-5b.(5) - Condition #5

"The system owner lacks the financial, technical, or managerial capacity to adequately address any of the foregoing [emergent conditions #1 through #4] on a sustainable basis or own and operate the system in a way that supports economic activity in the municipality on a sustainable basis", to wit:

1. The Borough lacks the financial capacity to undertake necessary improvements to correct the MCL exceedance for Well No. 4 and improve Well No. 6 to bring it back online.

2. The Borough lacks the financial, technical and managerial capacity to own and operate the system in a way that supports economic activity in the Borough on a sustainable basis, and as follows:

a. The Borough lacks the financial capacity to invest in the system and undertake and continue the necessary capital improvements to the system now and the future. Based on the information provided in the February 2024 Water Asset Management Report by Borough Engineer Boswell Engineering and 3 Year Capital Plan therein, there is a need for significant financial investment and repairs to the infrastructure of the Borough's system. The Borough is not in the position to perform sustainable maintenance of the system nor fund the system's capital needs.

1. Additionally, the Borough lacks the financial capacity to complete the replacement of publicly-owned and customer-owned lead service lines of the water system within the mandatory 10-year statutory timeframe required for replacements by the NJDEP. Such improvements are not included in the Borough's 3 Year Capital Plan.

b. The Borough lacks the ability to properly staff the system with the technical and managerial expertise required to operate the system.

c. The Borough cannot undertake the above without increasing water rates for users to a level that deters and significantly cripples economic activity in the Borough. The required increases to water rates will also deter investment in existing private housing stock and deter investment needed to provide inclusionary housing due to the lack of on-going affordability.

3. Phoenix's findings, as set forth in its Financial Report, can be summarized as follows:

A. Due to (i) the rising cost of bulk water purchases; (ii) unforeseen expenditures for leak detection and remediation; and (iii) deferred capital investment, the system operated at a \$100,000 deficit in 2023 and is facing a 55% rate increase in 2024.

B. The Borough Engineer has identified approximately \$6 million of capital improvements required in the next three (3) years, approximately \$2.4 million of which would go towards remediation of two (2) wells (Wells No. 4 and No. 6). Although the Borough is pursuing grants to offset a portion of these costs, the projected debt service on the balance of those capital improvements is prohibitively high as compared to the current budget.

C. If the Borough were to retain the system, the required rate structure would be significantly higher than that of comparable nearby water systems.

D. If the Borough were to sell the system, the estimated sales price could be between \$4.5 million and \$6.5 million and the proceeds could be used to pay down existing debt, resulting in direct budgetary savings to the Borough.

4. The Borough's Certification of Emergent Conditions will be publicly considered and evaluated at the May 13, 2024 public hearing, and is in anticipation of the proposed sale of the Borough's water assets to a capable private or public entity in accordance with WIPA.

Regina Toth, RMC
Clerk of the Borough of Hopewell
4/12/24 THE TIMES \$109.20



AFFIDAVIT OF PUBLICATION

On Behalf of:
HOPEWELL BOROUGH
88 EAST BROAD STREET
HOPEWELL, NJ 08525

STATE OF NEW JERSEY}SS
COUNTY OF CAMDEN

_____, Brandon Chamberlain, being duly sworn, says:

That they are of Hopewell Valley News, a newspaper of general circulation, published in Mercer County, New Jersey; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

4/12/2024

That said, the newspaper was regularly issued and circulated on those dates.

Newspaper Representative Signature

Subscribed to and sworn to me this

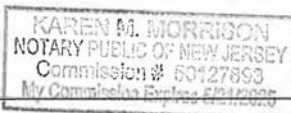
Date

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My commission expires

Publication Cost: \$122.28

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COPY OF ADVERTISEMENT

BOROUGH OF HOPEWELL
COUNTY OF MERCER, NEW JERSEY

NOTICE OF PUBLIC HEARING
MONDAY, MAY 13, 2024 7 P.M.

PLEASE TAKE NOTICE THAT the Mayor and Council of the Borough of Hopewell, Mercer County, New Jersey, shall hold a public hearing in the Court Room at Hopewell Borough Hall, 88 East Broad Street, Hopewell, NJ 08525, on Monday, May 13, 2024 at 7:00 p.m. prevailing time on the following:

PROPOSED EMERGENCY CONDITIONS CERTIFICATION UNDER THE WATER INFRASTRUCTURE PROTECTION ACT **N.J.S.A. 58:30-1 et seq. ("WIPA")**

PLEASE TAKE FURTHER NOTICE as follows:

1. By resolution adopted on April 4, 2024, the Borough Council formally accepted and approved the March 28, 2024 report entitled "Water System Evaluation Report" ("Financial Report") by independent financial advisor Phoenix Advisors, LLC ("Phoenix") which reviewed, analyzed and reported on the value of the Borough's water system and short and long term impacts to rate-payers of the cash-flow structure of a sale of the system and provided an estimate as to the financial requirements necessary to address the Borough's identified emergency conditions and to operate and maintain the system. This report is available for public review on the Borough's website.

2. Based on the Financial Report, the Borough's extensive research and analysis and Borough Engineer Boswell Engineering's continued engineering analysis and reporting, the Borough believes that at least two of the five emergency conditions as identified in WIPA exist, and as follows:

A. N.J.S.A. 58:30-5b (3) - Condition #3

"There is a present deficiency or violation of maximum contaminant levels established pursuant to the 'Safe Drinking Water Act,' P.L. 1977, c.224 (C.58:12A-1 et seq.) concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure, or distribution or treatment of wastewater" to wit:

1. The Borough is working with the New Jersey Department of Environmental Protection and Borough consultants to take corrective action to comply with the NJDEP's: (a) July 7, 2022 Notice of Non-Compliance (for exceedance of the MCL (Maximum Contaminant Level) for Perfluorooctane Sulfonic Acid (PFOS) for Well No. 4); and (b) September 14, 2023 Notice of Non-Compliance (for failure to remediate the MCL within one year). Although current levels do not presently exceed the PFOS MCL, the NJDEP requires that the Borough take corrective action to remediate this condition at Well No. 4.

2. Well No. 4 is currently the only Borough well in operation, for the following reasons:

a. Water from Well No. 6 contains arsenic at concentrations above the Safe Drinking Water Act standards, which the Borough cannot afford to treat. Consequently, Well No. 6 has been out of service since 2020.

b. Wells No. 2 and No. 5 were removed from service in 2006 due to naturally occurring radium and uranium at concentrations exceeding Safe Drinking Water Act standards, which the Borough could not afford to treat. Both Wells No. 2 and No. 5 have been permanently sealed.

Consequently, since April 2016, the Borough has been unable to produce a sufficient volume of water using its own local assets to meet system demand, and must meet its demand with water purchased from New Jersey American Water. Well No. 4 provides 40% of water needed to run the system, and 60% is purchased from NJAW.

B. N.J.S.A. 58:30-5b(5) - Condition #5

"The system owner lacks the financial, technical, or managerial capacity to adequately address any of the foregoing emergency conditions #1 through #4) on a sustainable basis or own and operate the system in a way that supports economic activity in the municipality on a sustainable basis", to wit:

1. The Borough lacks the financial capacity to undertake necessary improvements to correct the MCL exceedance for Well No. 4 and improve Well No. 6 to bring it back online.

2. The Borough lacks the financial, technical and managerial capacity to own and operate the system in a way that supports economic activity in the Borough on a sustainable basis, and as follows:

a. The Borough lacks the financial capacity to invest in the system and undertake and continue the necessary capital improvements to the system now and the future. Based on the information provided in the February 2024 Water Asset Management Report by Borough Engineer Boswell Engineering and 3 Year Capital Plan therein, there is a need for significant financial investment and repairs to the infrastructure of the Borough's system. The Borough is not in the position to perform sustainable maintenance of the system nor fund the system's capital needs.

1. Additionally, the Borough lacks the financial capacity to complete the replacement of publicly-owned and customer-owned lead service lines of the water system within the mandatory 10-year statutory timeframe required for replacements by the NJDEP. Such improvements are not included in the Borough's 3 Year Capital Plan.

b. The Borough lacks the ability to properly staff the system with the technical and managerial expertise required to operate the system.

c. The Borough cannot undertake the above without increasing water rates for users to a level that deters and significantly cripples economic activity in the Borough. The required increases to water rates will also deter investment in existing private housing stock and deter investment needed to provide inclusionary housing due to the lack of on-going affordability.

3. Phoenix's findings, as set forth in its Financial Report, can be summarized as follows:

A. Due to (i) the rising cost of bulk water purchases; (ii) unforeseen expenditures for leak detection and remediation; and (iii) deferred capital investment, the system operated at a \$100,000 deficit in 2023 and is facing a 65% rate increase in 2024.

B. The Borough Engineer has identified approximately \$5 million of capital improvements required in the next three (3) years, approximately \$2.4 million of which would go towards remediation of two (2) wells (Wells No. 4 and No. 6). Although the Borough is pursuing grants to offset a portion of these costs, the projected debt service on the balance of those capital improvements is prohibitively high as compared to the current budget.

C. If the Borough were to retain the system, the required rate structure would be significantly higher than that of comparable nearby water systems.

D. If the Borough were to sell the system, the estimated sales price could be between \$4.5 million and \$6.5 million and the proceeds could be used to pay down existing debt, resulting in direct budgetary savings to the Borough.

4. The Borough's Certification of Emergent Conditions will be publicly considered and evaluated at the May 13, 2024 public hearing, and is in anticipation of the proposed sale of the Borough's water assets to a capable private or public entity in accordance with WIPA.

Regina Toth, RMC
Clerk of the Borough of Hopewell
1x, HV, 4/12/24, Fee:\$107.28 Affidavit Fee:\$15.00

NO. 2024-69

ADOPTED: May 13, 2024

**RESOLUTION OF THE BOROUGH OF HOPEWELL CERTIFYING THE
EXISTENCE OF EMERGENT CONDITIONS JUSTIFYING THE SALE OF ITS
WATER SYSTEM PURSUANT TO THE WATER INFRASTRUCTURE
PROTECTION ACT, N.J.S.A 58:30-1 et seq. (WIPA)**

WHEREAS, the Borough of Hopewell (“Borough”) owns a water utility system, physical assets and infrastructure through which it supplies water to its 1,895 residents and approximately 46 businesses, along with 41 connections in the Township of Hopewell (“System”); and

WHEREAS, in recent years the Borough has been researching, investigating, and studying the integrity of the System’s infrastructure and physical assets, and the Borough’s current and future ability to operate, maintain, and improve the System, all while ensuring the Borough is able to supply water at affordable rates to its users, which research has included the viability of a sale of the System to a capable private (or public) entity under the provisions of the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. (“WIPA”); and

WHEREAS, during its due diligence, the Borough determined that one or more emergent conditions as defined by WIPA likely existed in the Borough, and as a result directed Borough Engineer Ferriero Engineering, Inc. to complete a water system asset management plan to provide an engineering report on the inventory and condition of the System’s assets, as well as provide an understanding of the necessary improvement costs for the foreseeable future, and hired the firm of Phoenix Advisors, LCC to undertake a financial analysis of the System and possible sale thereof, as well as the financial impact of retaining the System and undertaking improvements to address the emergent conditions; and

WHEREAS, in March 2024, Borough Engineer Boswell Engineering (which acquired Ferriero Engineering in 2023) completed its engineering analysis of the System and submitted to the Borough a “Water System Asset Management Plan” (“Asset Management Plan”); and

WHEREAS, on March 28, 2024 Phoenix Advisors completed its financial analysis of the System and submitted to the Borough a “Water System Evaluation Report” (“Financial Report”), which provided a detailed review, analysis and report on the value of the System and the short and long-term impacts to ratepayers of the cash-flow structure of a sale, and an estimate as to the financial requirements necessary to address the emergent conditions and to operate and maintain the System; and

WHEREAS, by Resolution 2024-57 adopted on April 4, 2024, the Borough Council formally accepted and approved the Financial Report and transmitted a copy thereof to the Board of Public Utilities (“BPU”), Director of Division of Local Government

Services in the New Jersey Department of Community Affairs (“DLGS”) and the New Jersey Department of Environmental Protection (“NJDEP”) and made it available for public review; and

WHEREAS, the Borough scheduled a public hearing for 7 p.m. on May 13, 2024 for purposes of considering the proposed emergent conditions certification and has duly advertised notice thereof; and

WHEREAS, in preparation of said public hearing, Borough Engineer Boswell Engineering, Mayor Ryan Kennedy, Administrator Douglas Walker and System Operator David Misolek have each submitted to Council written certifications in further support of these emergent conditions; and

WHEREAS, at the May 13, 2024 public hearing, Council Member David Mackie provided a detailed history and background concerning the System and its assets and current conditions; Borough Attorney Lisa Maddox summarized and described WIPA’s substantive and procedural requirements; Bryan Morris from Phoenix Advisors and Robert Brightly from Boswell Engineering testified as to the contents of their respective findings and reports; and members of the public had sufficient opportunity to ask questions and comment upon the emergent conditions and supporting documentation, as well as the potential sale of the System through WIPA; and

WHEREAS, the Borough Council has considered the foregoing, and certifies that emergent conditions as defined by WIPA exist as follows:

1. Emergent Condition #3

Pursuant to N.J.S.A. 58:30-5b.(3), there is a present deficiency or violation of maximum contaminant levels established pursuant to the “Safe Drinking Water Act,” P.L. 1977, c.224 (C.58:12A-1 et seq.), concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure. In support:

A. The System consists of only one well in operation, Well No. 4.

- (1) The System’s other wells – Wells No. 2, 5 and 6 – are not currently operational.
- (2) Wells No. 2 and 5 were taken out of service in 2006 and have been permanently sealed because of naturally occurring radium and uranium at concentrations above Safe Drinking Water Act standards. The Borough, after completing a pilot study and cost assessment, was unable to meet the financial impact of treatment and therefore permanently sealed these wells.
- (3) Well No. 6 has been out of service since 2000 due to naturally occurring arsenic at concentration levels above Safe Drinking Water Act standards. The Borough is

financially unable to take corrective action to remediate this condition at Well No. 6.

- B. Well No. 4 does not produce sufficient water for the System. As a result, most of the water needed annually to serve the System's customers must be purchased from New Jersey American Water ("NJAW"). Approximately 40% to 70% of the System's water supply is purchased from NJAW, depending upon the season.
- C. The ability to continue to use Well No. 4 as a water source is uncertain. Well No. 4's continued operation requires the Borough to remediate for PFAS, based on a prior exceedance of the PFOS MCL. However, the Borough is financially unable to take corrective action to treat this condition at Well No. 4.
- D. Based on the February 28, 2024 independent engineering cost estimate prepared by Suburban Consulting Engineers, Inc, the estimated cost of the necessary improvements to Wells No. 4 and 6 is just over \$2,340,00.00.
- E. The Borough has applied for grant funding for the PFAS treatment systems at Wells No. 4 and 6 through the federal Emerging Contaminants in Small or Disadvantaged Communities (EC-SDC) Grant Program. The grant application requests funding in the foregoing amount, which is for PFAS treatment at Wells No. 4 and 6 as "primary" projects, and treatment of volatile organic compounds at Well No. 4 and naturally occurring arsenic at Well No. 6 as "secondary" treatment projects, in accordance with the grant program guidelines.
- F. There is no guarantee that the Borough will receive grant funds under the EC-SDC Grant Program. Moreover, even if awarded, the acceptance of federal funds to remediate the System now would have to be repaid to the federal government on a depreciated basis if, for instance, the Borough were to sell the System in the future.

2. Emergent Condition #5

Pursuant to N.J.S.A. 58:30-5b.(5), the Borough lacks the financial, technical and managerial capacity to adequately address emergent condition #3 (above) on a sustainable basis, and also lacks the financial, technical and managerial capacity to own and operate the System in a way that supports economic activity in the Borough on a sustainable basis. In support:

- A. The Borough lacks the financial capacity to undertake necessary improvements to correct the MCL exceedance for Well No. 4 and improve Well No. 6 to restore it to service.
- B. The Borough lacks financial capacity to fund the additional projects in the 3 Year Capital Plan (included in the Asset Management Plan), which are estimated to cost an additional \$3,600,000.00, including replacement of 2,882 linear feet of water mains. As indicated in the Financial Report, the projected debt service on this portion is prohibitively high as compared to the current budget.
- C. The 3 Year Capital Plan does not include additional necessary improvements to the System, including an additional 2,588 linear feet of water main replacement (\$1,100,000.00), lead service line replacements mandated under P.L. 2021, c. 183 (estimated cost of over \$1,200,000.00) as well as the yet to be determined repair to the System's circa 1914 reservoir structure, which, will further increase the necessary expenditures to maintain the System.
- D. Should the Borough retain the System, the rate structure moving forward would continue to be significantly higher to customers, as compared to nearby water systems. Because of the increased cost of water purchased from NJAW, unforeseen expenditures for leak detection and remediation and deferred capital investment, the System operated at a \$100,000.00 deficit in 2023. As a result, the Borough Council was forced to increase rates by 55% in 2024.
- E. The System is understaffed, with only one employee. All major repair work is contracted to third parties, along with some routine repairs. Emergency work is also contracted out, or personnel from the Department of Public Works are temporarily utilized to respond to emergencies. Thus, the System lacks the managerial capacity to properly staff the System and respond to its needs.
- F. The Borough lacks the financial, technical and managerial capacity to own and operate the System in a way that supports economic activity in the Borough on a sustainable basis. More specifically:
 - (1) The Borough lacks the financial capacity to invest in the System and undertake and continue the necessary capital improvements to the System in the short-term and the future. Based on the 3 Year Capital Plan, there is a need for significant financial investment and repairs to the System's infrastructure. The Borough is not in a position to perform sustainable maintenance of the System nor fund the System's capital needs.


- (2) The Borough lacks the financial capacity to complete the replacement of publicly-owned and customer-owned lead service lines of the System within the mandatory 10-year statutory timeframe required for replacements by the NJDEP. The Borough also lacks the financial capacity to complete the replacement of aging water meters. Such improvements are not included in the Borough's 3 Year Capital Plan.
- (3) The Borough lacks the financial capacity to properly staff the system with the technical and managerial expertise required to operate the System.


G. The Borough cannot undertake the above necessary improvements now and/or in the future without increasing water rates for users to a level that deters and significantly cripples economic activity in the Borough. The required increases to water rates will also deter investment in existing private housing stock and deter investment needed to provide inclusionary housing due to the lack of on-going affordability.

NOW, THEREFORE, BE IT RESOLVED by at least two-thirds of the authorized membership of the Hopewell Borough Council on this 13th day of May, 2024 that:

1. The above preamble and factual recitals therein are incorporated herein as if set forth at length.
2. The Council hereby finds and certifies that Emergent Conditions #3 and #5 under WIPA exist.
3. Based on the existence of Emergent Conditions #3 and #5, the Borough intends to proceed with a sale of its System and its water assets to a capable private or public entity in accordance with the provisions of WIPA, subject to the NJDEP's approval of the Borough's emergent conditions certification as contained in this Resolution.
4. Within five days of adoption of this Resolution, the Clerk shall transmit a certified true copy of this Resolution and all supporting documentation to the NJDEP, the BPU and the Director of DLGS.

ATTEST:



Regina M. Toth
Borough Clerk

Ryan P. Kennedy
Mayor

I, Regina Toth, Clerk of the Borough of Hopewell, do hereby certify this to be a true copy of Resolution No. 2024-69, adopted by the Hopewell Borough Council on May 13, 2024



Regina Toth
Borough Clerk

Dated: May 14, 2024



BOROUGH OF HOPEWELL

88 East Broad Street
Hopewell, NJ 08525
Tel: 609-466-2636 Fax: 609-466-8511
www.hopewellboro-nj.us

May 16, 2024

Shawn M. LaTourette, Commissioner
Department of Environmental Protection
401 E. State St., 7th Floor, East Wing
P.O. Box 402
Trenton, NJ 08625-0402

Christine Guhl-Sadovy, President
New Jersey Board of Public Utilities
44 S. Clinton Avenue
Trenton, NJ 08625

Jacquelyn Suarez, Director
Division of Local Government Services
101 S. Broad Street
P. O. Box 803
Trenton, NJ 08625-0803

**Re: WIPA – Public Hearing – Emergent Conditions
Borough of Hopewell, Mercer County**

Dear Mr. LaTourette, Ms. Guhl-Sadovy and Ms. Suarez:

On May 13, 2024, The Borough of Hopewell conducted a Public Hearing on Water System Emergent Conditions. Enclosed please find a copy of the meeting agenda, adopted Resolution 2024-69, certifications of the Borough's Water Operator, Mayor, Administrator, as well as Phoenix Advisors and Boswell Engineering.

This information is being transmitted pursuant to N.J.S.A. 58:30-5c. of the Water Infrastructure Protection Act ("WIPA"), which requires that the enclosed information be transmitted to your offices within five days of the Public Hearing.

Sincerely,

Doug Walker, Borough Administrator



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

401 East State Street

P.O. Box 402, Mail Code 401-02A
Trenton, New Jersey 08625-0420
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www.nj.gov/dep

PHILIP D. MURPHY
Governor

SHAWN M. LATOURETTE
Commissioner

TAHESHA L. WAY
Lt. Governor

June 13, 2024

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

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

Administrator Walker:

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

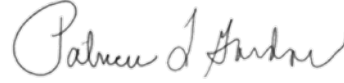
Thus, in accordance with N.J.S.A. 58: 30-5.b and e, the Department approves the Borough of Hopewell's certification as to the existence of Emergent Condition No. 3. In accordance with N.J.S.A. 58:30-5.f, the Borough must publish notice of this approval if it chooses to proceed with the sale or long-term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

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



If you have any questions, please feel free to contact Chelsea Brook of my staff at Chelsea.Brook@dep.nj.gov.

Sincerely,



Patricia Gardner
Assistant Commissioner
Water Resource Management

CC:

[Regina Toth](#), Borough Clerk, Hopewell Borough
[Lisa M. Maddox](#), Borough Attorney, Hopewell Borough
[Michael Kammer](#), Senior Advisor, Division of Water, Board of Public Utilities
[Terel Klein](#), Deputy Attorney General, Division of Law
[Jason R. Martucci](#), Esq., Division of Local Government Services, NJ Department of Community Affairs
[Kristen Heinzerling](#), Deputy Attorney General, Division of Law
[Elizabeth Delahunty](#), Deputy Attorney General, Division of Law
[Alysia Walsh](#), Deputy Director, Office of the State Comptroller
[Carlton Dudley](#), Director, Division of Water and Land Use Enforcement
[Patricia Ingelido](#), Director, Division of Water Supply & Geoscience
[Ryan Knapick](#), Advisor, Water Resource Management
[Keiona Miller](#), Director, Office of Local Government Assistance
[David Zimmer](#), Executive Director, New Jersey Infrastructure Bank



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

**NOTICE OF RECEIPT OF NJDEP'S APPROVAL OF
BOROUGH OF HOPEWELL'S EMERGENT CONDITIONS
CERTIFICATION UNDER WATER INFRASTRUCTURE
PROTECTION ACT N.J.S.A 58:30-1 et seq. ("WIPA")**

JUNE 21, 2024

PLEASE TAKE NOTICE THAT on June 13, 2024, the New Jersey Department of Environmental Protection ("NJDEP") approved the Borough of Hopewell's Emergent Conditions Certification under WIPA in part, which found that the following emergent condition exists, enabling a sale of the Borough's water system to a capable private entity or public entity under WIPA:

Under N.J.S.A. 58:30-5b.(3), there is a present deficiency concerning the availability or potability of water, and therefore, the Borough has sufficiently demonstrated the existence of Emergent Condition #3.

Copies of the June 13, 2024 NJDEP approval and Borough Certification of Emergent Conditions (as well as all supporting documents) are on the Borough's website at: <https://www.hopewellboro-nj.us/download-category/water/>.

PLEASE TAKE FURTHER NOTICE THAT, based on the existence of Emergent Condition #3 and NJDEP's June 13, 2024 approval, the Borough intends to proceed with a sale of its water system to a capable private or public entity in accordance with the provisions of WIPA.

PLEASE TAKE FURTHER NOTICE as follows:

1. **THE PUBLIC HAS A RIGHT TO PETITION THE BOROUGH TO REQUIRE A PUBLIC REFERENDUM BEFORE A SALE UNDER WIPA MAY TAKE PLACE**, and as follows:
 - a. Within 45 days after publication of this notice (which is **ON OR BEFORE AUGUST 5, 2024**), the public may file a petition with the Hopewell Borough Clerk protesting the sale of the water system without a public referendum and requiring the Borough to place on the ballot at the next general election (which is the November 5, 2024 election) the question of whether or not the Borough may proceed with a sale of the water system under WIPA.
 - b. If a petition is signed by a number of legal voters of the Borough equal to at least 15% of the total votes cast in the Borough at the last election at which members of the General Assembly were

elected (**which equals at least 121 such legal voters' signatures**), then a Resolution to sell the water system cannot take effect unless the sale of the system is approved by referendum.

- c. If no such petition is filed in accordance with this notice, then no referendum shall be put to the legal voters on this issue for the November 5, 2024 election and the Borough may proceed with a sale of the water system under WIPA.

Regina Toth, RMC
Clerk of the Borough of Hopewell

Borough of Hopewell, Mercer County

Request For Qualifications

**From Capable Private and Public Entities
For the Sale of the Borough of Hopewell's Water Utility
System, Physical Assets and Infrastructure Under the
Provisions of the Water Infrastructure Protection Act
(N.J.S.A. 58:30-1 et seq.)**

November 2024

SUBMISSION TRANSMITTAL COVER SHEET

**REQUEST FOR QUALIFICATIONS:
SALE OF BOROUGH OF HOPEWELL WATER SYSTEM**

RESPONSE SUBMITTAL DUE DATE: Tuesday, December 17, 2024

TIME: 2:00 PM

LOCATION: Hopewell Borough Hall

88 East Broad Street

Hopewell, New Jersey 08525

NOTICE ISSUANCE DATE: Friday, November 8, 2024

RESPONDENT QUALIFICATIONS INFORMATION FORM

Submit one (1) signed and fifteen (15) copies of the
Statement of Qualifications

RESPONDENT INFORMATION

Company Name: _____

Address: _____

Township, State, Zip Code: _____

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned, on behalf of the Respondent, hereby certifies that the undersigned has read the contents of the Borough's Request for Qualifications (RFQ) and that these submittals on behalf of the Respondent are true and correct, and that the undersigned is the duly authorized representative of the Respondent to submit this Statement of Qualifications.

Authorized Signature: _____

Typed/Printed Name: _____ **Date:** _____

Title: _____ **Telephone Number:** _____

E-mail: _____ **Fax Number:** _____

I. PURPOSE AND BACKGROUND

A. Purpose

The purpose of this Request for Qualifications (“RFQ”) by the Borough of Hopewell (“Borough”) is to identify capable private (or public) entities who are interested in acquiring and operating the Borough’s water utility system, physical assets and infrastructure, under the provisions of the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. (“WIPA”).

As defined by WIPA, a capable private or public entity means the following:

Any private or public water system owner who, at the time of submitting a proposal to long-term lease or purchase public water or wastewater assets, currently (1) owns a system serving no less than the number of residential and commercial accounts as the system which the entity is proposing to lease or purchase, and (2) is not a significant noncomplier, as defined pursuant to section 3 of P.L. 1977, c. 7 (C. 58:10A-3), is not currently the subject of a formal enforcement action initiated by the New Jersey Department of Environmental Protection to address a material violation by the entity which has not been corrected over a reasonable period of time given the specific situation, or is not substantially out of compliance with an administrative consent order, settlement agreement, stipulation of settlement or judicial consent order entered into with the department.

N.J.S.A. 58:30-3.

B. Description and Background of the Borough’s System

The Borough owns a water utility system, physical assets and infrastructure through which it supplies water to its approximately 1,912 residents and approximately 46 businesses, along with 41 residences in the Township of Hopewell, through a total of 763 service connections (collectively referred to herein as “System”).

In recent years, the Borough has been researching, investigating, and studying the integrity of the System’s infrastructure and physical assets, and the Borough’s current and future ability to operate, maintain, and improve the System, all while ensuring the Borough is able to supply water at affordable rates to its users, which research has included the viability of a sale of the System to a capable private (or public) entity under the provisions of the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. (“WIPA”).

During its due diligence, the Borough determined that one or more emergent conditions as defined by WIPA likely existed in the Borough, and as a result directed Borough Engineer Ferriero Engineering, Inc. to complete a water system asset management plan to provide an engineering report on the inventory and condition of the System’s assets, as well as provide an understanding of the necessary improvement costs for the foreseeable future. In March 2024, current Borough Engineer, Boswell Engineering (which acquired Ferriero Engineering in 2023), completed its engineering analysis of the System and submitted to the Borough a “Water System Asset

Management Plan” (“Asset Management Plan”). *Note: Interested respondents may obtain a copy of the Asset Management Plan upon request and submission of a “Confidentiality Agreement” protecting the release of the Asset Management Plan for any purpose other than submission of a response to this RFQ and, if invited, a response to the Borough’s RFP.*

At the same time as it hired the Borough Engineer to complete a water system asset management plan, the Borough hired the firm of Phoenix Advisors, LLC to undertake a financial analysis of the System and possible sale thereof, as well as the financial impact of retaining the System and undertaking improvements to address the emergent conditions. On March 28, 2024 Phoenix Advisors completed its financial analysis of the System and submitted to the Borough a “Water System Evaluation Report” (“Financial Report”), which provided a detailed review, analysis and report on the value of the System and the short and long-term impacts to ratepayers of the cash-flow structure of a sale, and an estimate as to the financial requirements necessary to address the emergent conditions and to operate and maintain the System. A copy of the Financial Report is available from the Borough’s website¹.

By Resolution 2024-57 adopted on April 4, 2024, the Borough Council formally accepted and approved the Financial Report and transmitted a copy thereof to the Board of Public Utilities, Director of Division of Local Government Services in the New Jersey Department of Community Affairs and the New Jersey Department of Environmental Protection (“NJDEP”).

A public hearing was noticed for May 13, 2024 for the Borough Council’s consideration of the emergent conditions certification. By Resolution No. 2024-69 the Borough determined that two emergent conditions existed. In particular, it found as follows:

Pursuant to N.J.S.A. 58:30-5b.(3) (**Emergent Condition #3**), there is a present deficiency or violation of maximum contaminant levels established pursuant to the “Safe Drinking Water Act,” P.L. 1977, c.224 (C.58:12A-1 et seq.), concerning the availability or potability of water, or concerning the provision of water at adequate volume or pressure. In support, the Borough Council cited the following facts:

- A. The System consists of only one well in operation, Well No. 4.
 - 1. The System’s other wells – Wells No. 2, 5 and 6 – are not currently operational.
 - 2. Wells No. 2 and 5 were taken out of service in 2006 and have been permanently sealed because of naturally occurring radium and uranium at concentrations above Safe Drinking Water Act standards. The Borough, after completing a 2010 pilot study and cost assessment, determined that it was unable to meet the financial impact of treatment and therefore permanently sealed these wells.
 - 3. Well No. 6 has been out of service since 2000 due to naturally occurring arsenic at concentration levels above Safe Drinking Water Act Maximum Contaminant Level (“MCL”). After completing pilot studies and cost

¹ <https://www.hopewellboro-nj.us/download/water-system-evaluation-report-phoenix-advisors/?wpdmdl=18565&refresh=672272459d5fd1730310725>

assessments the Borough determined it is financially unable to take corrective action to remediate this condition at Well No. 6.

- B. Well No. 4 does not produce sufficient water for the System. As a result, much of the water needed annually to serve the System's customers must be purchased from New Jersey American Water ("NJAW"). Approximately 40% to 70% of the System's water supply is purchased from NJAW, depending upon the season.
- C. The ability to continue to use Well No. 4 as a water source is uncertain. Well No. 4's continued operation requires the Borough to remediate for per- and polyfluoroalkyl substances ("PFAS"), based on a prior exceedance of the Safe Drinking Water Act Maximum Contaminant Level (MCL) for perfluorooctanesulfonic acid ("PFOS"). However, the Borough is currently financially unable to take corrective action to treat this condition at Well No. 4.
- D. Based on the February 28, 2024 independent engineering cost estimate prepared by Suburban Consulting Engineers, Inc, the estimated cost of the necessary improvements to Wells No. 4 and 6 is just over \$2,340,00.00.
- E. The Borough applied for grant funding for the PFAS treatment systems at Wells No. 4 and 6 through the federal Emerging Contaminants in Small or Disadvantaged Communities ("EC-SDC") Grant Program. The grant application requested funding in the foregoing amount, which is for PFAS treatment at Wells No. 4 and 6 as "primary" projects, and treatment of volatile organic compounds at Well No. 4 and naturally occurring arsenic at Well No. 6 as "secondary" treatment projects, in accordance with the grant program guidelines.
- F. On August 2, 2024, the Borough was awarded \$2,340,000.00 in these grant funds; however, the feasibility of the Borough's acceptance of these funds is still uncertain, particularly it is unclear whether the Borough will be able to continue to maintain the System even after the water treatment system is placed into operation. Further, the Borough's acceptance of these federal funds to remediate the System now would have to be repaid to the federal government on a depreciated basis if, for instance, the Borough were to sell the System in the future.

Pursuant to N.J.S.A. 58:30-5b.(5) (**Emergent Condition #5**), the Borough also found that it lacks the financial, technical and managerial capacity to adequately address emergent condition #3 (above) on a sustainable basis, and also lacks the financial, technical and managerial capacity to own and operate the System in a way that supports economic activity in the Borough on a sustainable basis. In support:

- A. The Borough lacks the financial capacity to undertake necessary improvements to correct the MCL exceedance for Well No. 4 and improve Well No. 6 to restore it to service.

- B. The Borough lacks financial capacity to fund the additional projects in the 3 Year Capital Plan (included in the Asset Management Plan), which are estimated to cost an additional \$3,600,000.00, including replacement of 2,882 linear feet of water mains. As indicated in the Financial Report, the projected debt service on this portion is prohibitively high as compared to the current budget.
- C. The 3 Year Capital Plan does not include additional necessary improvements to the System, including an additional 2,588 linear feet of water main replacement (\$1,100,000.00), lead service line replacements mandated under P.L. 2021, c. 183 (estimated cost of over \$1,200,000.00) as well as the replacement of the System's circa 1914 reservoir structure (estimated cost \$1,400,000.00).
- D. Should the Borough retain the System, the rate structure moving forward would continue to be significantly higher to customers, as compared to nearby water systems. Because of the increased cost of water purchased from NJAW, unforeseen expenditures related to unaccounted for water, leak detection and repair costs, and deferred capital investment, the System operated at a \$112,000.00 deficit in 2023. As a result, the Borough Council was forced to increase rates by 22% to 54% (depending on water usage) in 2024².
- E. The System is understaffed, with only one employee. All major repair work is contracted to third parties, along with some routine repairs. Emergency work is also contracted out, or personnel from the Department of Public Works are temporarily utilized to respond to emergencies. Thus, the System lacks the managerial capacity to properly staff the System and respond to its needs.
- F. The Borough lacks the financial, technical and managerial capacity to own and operate the System in a way that supports economic activity in the Borough on a sustainable basis. More specifically:
 - 1. The Borough lacks the financial capacity to invest in the System and undertake and continue the necessary capital improvements to the System in the short-term and the future. Based on the 3 Year Capital Plan, there is a need for significant financial investment and repairs to the System's infrastructure. The Borough is not in a position to perform sustainable maintenance of the System nor fund the System's capital needs.
 - 2. The Borough lacks the financial capacity to complete the replacement of publicly-owned and customer-owned lead service lines of the System within the mandatory 10-year statutory timeframe required for replacements by the NJDEP. The Borough also lacks the financial capacity to complete the replacement of aging water meters. Such improvements are not included in the Borough's 3 Year Capital Plan.
 - 3. The Borough lacks the financial capacity to properly staff the system with the technical and managerial expertise required to operate the System.

² Please refer to the Fact Sheet on the Hopewell Borough Website: <https://www.hopewellboro-nj.us/download/2024-water-sewer-rate-change-faq/?wpdmdl=18523&refresh=672276c32329e1730311875>

- G. The Borough cannot undertake the foregoing necessary improvements now and/or in the future without increasing water rates for users to a level that deters and is detrimental to economic activity in the Borough. The required increases to water rates will also deter investment in existing private housing stock and deter investment needed to provide inclusionary housing due to the lack of on-going affordability.

Based on the foregoing, the Hopewell Borough Council certified on May 13, 2024 that Emergent Conditions #3 and #5 under WIPA existed.

By letter dated June 13, 2024, the New Jersey Department of Environmental Protection approved the Borough's Emergent Condition Certification as to Emergent Condition #3 but denied the Borough's Emergent Condition Certification as to Emergent Condition # 5 for the sale or long-term lease of its water system under WIPA. Copies of the May 13, 2024 resolution and June 13, 2024 approval letter are available on the Borough's website.

By a petition filed on August 5, 2024 with the Borough Clerk's office in accordance with the requirements of WIPA, the sale of the System cannot take place unless said sale is approval by referendum at a November general election. A copy of this petition is available upon the request of any interested Respondent.

II. STATEMENT OF QUALIFICATIONS SUBMISSION

A. Deadline for Submission of Statement of Qualifications

The Statement of Qualifications ("SOQ") must be submitted to Borough Administrator Douglas Walker at Hopewell Borough Hall, 88 East Broad Street, Hopewell NJ 08525, no later than:

Tuesday, December 17, 2025 at 2:00 p.m.

Time is of the essence. Any SOQ delivered after that specific time will be ineligible for further consideration under this RFQ and will be returned to the Respondent unopened.

One original and 15 copies of the SOQ shall be submitted. Each submitted response will remain unopened until after the submittal deadline date and time listed previously.

B. Submittal Format and Content

All SOQs must contain the following minimum elements:

1. Transmittal letter.
2. Organizational history and description of the Respondent's status of a capable private or public entity, as defined above and in WIPA.

3. Qualifications and experience, including any purchases of public water systems completed under WIPA or N.J.S.A. 40:62-3.
4. Statement of interest in purchasing Hopewell's water utility system, assets and infrastructure.

Transmittal Letter

The transmittal letter shall be in the form provided by the Borough and must be signed by an officer of the Respondent's entity authorized to execute same.

Organizational History and Description of Respondent's Status as Capable Private or Public Entity under WIPA

The Respondent shall be a qualified utility company and demonstrate the capability to own and operate public water utility facilities and systems as mandated under WIPA.

The Respondent shall provide a detailed description of its organizational structure, operations details, financial details including tax identification number and financial statements, to demonstrate financial capability and stability, and a list of water facilities (systems) which the Respondent currently has including the size and type of each facility.

The Respondent shall provide information concerning its regulatory compliance history that includes, at minimum, the following information:

1. Description of any formal enforcement action(s) initiated by the NJDEP within the last 10 years to address a material violation by the entity, the steps taken to correct those violations, and the period of time required to correct the violations. This shall also include a description of any and all pending formal enforcement actions initiated by the NJDEP.
2. A certification that the Respondent is not substantially out of compliance with any current administrative consent order, settlement agreement, stipulation of settlement or judicial consent order entered into with the NJDEP.

Qualifications and Experience

The Respondent shall describe its experience, knowledge, skills, and abilities for owning, operating, and managing public water utility facilities and systems. The Respondent shall demonstrate experience in capital planning aspects of water systems and identify specific projects where such services are provided and the results of such services. Include typical emergency repair response times, customer service capabilities, resources, and technologies available to the Respondent. The Respondent is to provide:

- At least five (5) references.
- A description of any purchases made (or pending) under WIPA.
- A description of any purchases made within the past 10 years under N.J.S.A. 40:62-3.

Statement of Interest

The Respondent shall provide a statement of interest in purchasing the Borough's System, providing information in support of its interest and its commitment to serve the Borough's customers in the future.

C. Consideration of References

As part of its qualifications review process, the Borough reserves the right to contact Respondent's clients and former clients including those projects listed as references in Respondent's SOQ, for the purpose of evaluating any aspect of the Respondent's performance, qualifications and capability. By the submission of a SOQ, the Respondent grants the Borough permission to contact any personnel or former personnel of Respondent's clients and former clients to discuss and evaluate Respondent's performance or any other aspect of Respondent's services, management or business relationship.

D. Identification of Qualified Respondents

Following the receipt and evaluation of SOQs, the Borough shall determine which Respondents are qualified to purchase the System under WIPA and satisfy the minimum requirements of this RFQ. The Borough shall then issue a formal Request for Proposals ("RFP") from each qualified Respondent in accordance with WIPA.

Each SOQ will become the property of the Borough and will not be returned to the Respondent. At the time of submission of its SOQ, the Respondent shall identify any portion of its SOQ that it deems confidential, as well as the basis therefore. All Respondents must be aware the Borough is obligated to comply with the provisions of the Open Public Records Act which ultimately controls whether or not the Borough must publicly release any records in its possession.

This RFQ does not bind the Borough to complete the RFQ process, identify Qualified Respondents, issue an RFP to Qualified Respondents or ultimately consummate a sale with any Respondent.

NO. 2025-29

ADOPTED: January 2, 2025

**RESOLUTION DESIGNATING THREE QUALIFIED RESPONDENTS IN RESPONSE
TO THE BOROUGH OF HOPEWELL'S REQUEST FOR QUALIFICATIONS FOR THE
SALE OF THE BOROUGH'S WATER SYSTEM UNDER THE WATER
INFRASTRUCTURE PROTECTION ACT**

WHEREAS, pursuant to a duly advertised Request for Qualifications ("RFQ") issued on November 15, 2024, the Borough of Hopewell solicited qualifications from capable private and public entities for the sale of the Borough's Water System under the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. ("WIPA"); and

WHEREAS, in response to the RFQ, the Borough received three submissions on December 17, 2024 from:

1. Aqua New Jersey, 10 Black Forest Road, Hamilton New Jersey
2. New Jersey-American Water Company, Inc., 1 Water Street, Camden New Jersey
3. Veolia Water New Jersey, Inc., 200 Lake Shore Drive, Haworth, New Jersey; and



WHEREAS, the Borough Administrator, in consultation with the Borough Attorney, Engineer and Financial Consultant, has reviewed the qualifications submitted by all three entities and recommends that the Council designate all three as "qualified" respondents because they each meet the minimum standards to be designated as such under the provisions of WIPA and the RFQ; and

WHEREAS, following the Borough's designation of the Qualified Respondents, the Borough shall be required to issue a Request for Proposals to the Qualified Respondent in accordance with the provisions of WIPA.

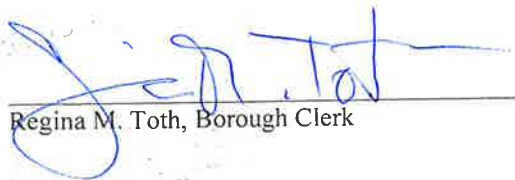
NOW, THEREFORE, BE IT RESOLVED by the Hopewell Borough Council on this 2nd day of January, 2025 that:

1. The above preamble is incorporated herein as if set forth at length.
2. The Council hereby designates the following Respondents as "qualified" for purposes of being eligible to submit a Proposal in response to the Borough's Request for Proposals to be issued:
 - a. Aqua New Jersey, 10 Black Forest Road, Hamilton New Jersey
 - b. New Jersey-American Water Company, Inc., 1 Water Street, Camden New Jersey
 - c. Veolia Water New Jersey, Inc., 200 Lake Shore Drive, Haworth, New Jersey
3. The Administrator, Clerk and the Borough's consultants are hereby authorized and directed to finalize and issue a formal Request for Proposals to the above-listed entities for their submission of Proposals to the Borough for the sale of the Borough's Water System under WIPA.

ATTEST:


Regina M. Toth
Borough Clerk
Ryan P. Kennedy
Mayor

I, Regina M. Toth, Borough Clerk of the Borough of Hopewell, do hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hopewell on January 2, 2025 by not less than two-thirds vote of the members of the governing body.


Regina M. Toth, Borough Clerk

**BOROUGH OF HOPEWELL
88 East Broad Street
Hopewell, NJ 08525**

No. 2025-43

ADOPTED: February 6, 2025

**RESOLUTION SELECTING NEW JERSEY-AMERICAN WATER COMPANY, INC. AS
THE “DESIGNATED RESPONDENT” FOR PURPOSES OF COMMENCING
NEGOTIATIONS FOR A CONTRACT FOR THE SALE OF THE BOROUGH OF
HOPEWELL’S WATER SYSTEM UNDER THE PROVISIONS OF THE WATER
INFRASTRUCTURE PROTECTION ACT**

WHEREAS, by Resolution 2025-92 adopted on January 2, 2025, the Borough of Hopewell designated three water companies who submitted qualifications for purposes of purchasing the Borough’s water utility system and assets (“System”) under the Water Infrastructure Protection Act, N.J.S.A. 58:30-1 et seq. (“WIPA”) as “Qualified Respondents,” and authorized the issuance a formal Request for Proposals to the three Qualified Respondents; and

WHEREAS, the Borough issued the RFP to the Qualified Respondents on January 3, 2025 and received proposals from the following three Qualified Respondents on January 31, 2025:

1. Aqua New Jersey, 10 Black Forest Road, Hamilton New Jersey; and
2. New Jersey-American Water Company, Inc., 1 Water Street, Camden New Jersey; and
3. Veolia Water New Jersey, Inc., 200 Lake Shore Drive, Haworth, New Jersey; and

WHEREAS, WIPA requires the following:

- The Borough Council is to review the proposals and, by Resolution of at least two-thirds of its authorized membership, select one Qualified Respondent as the “Designated Respondent,” based on which proposal the Council finds to be the most advantageous to the public, taking into consideration the evaluation criteria set forth in the RFP and N.J.S.A. 58:30-6b.; and
- The Resolution is to include a detailed summary of the Borough Council’s findings that the proposal of the Designated Respondent is most advantageous to the public, which summary shall be published in accordance with the notification requirements of N.J.S.A. 58:30-5; and
- Following the selection of the Designated Respondent, the Borough and the Designated Respondent shall commence negotiations for a sale of the System; and

WHEREAS, upon the Borough’s receipt of the proposals on January 31, 2025, the Council’s Water Committee, in consultation with the Borough Administrator, Engineer, Attorney and Financial Consultant, engaged in a comprehensive review and analysis of the proposals; and

BOROUGH OF HOPEWELL
88 East Broad Street
Hopewell, NJ 08525

WHEREAS, all three Respondents met the minimum standards for submission of a proposal under the provisions of the RFP and therefore were considered under the evaluation criteria set forth in the RFP and as required by N.J.S.A. 58:30-6b.; and

WHEREAS, based on Water Committee's analysis and review, and a thorough examination and consideration of the substance of all three proposals in light of the evaluation criteria in the RFP and N.J.S.A.58:30-6b., the Borough Council determines that the proposal submitted by New Jersey-American Water Company, Inc. ("NJAW") is the most advantageous to the public for all of the following reasons:

1. NJAW proposes corrective measures to be made to the System which would immediately remediate the documented deficiencies of the System upon which Emergent Condition #3 is based at closing, bringing the Water System into compliance with the Safe Water Drinking Act (N.J.S.A. 58:12A-1 et seq.). NJAW's proposal thereby most expeditiously corrects the System deficiencies underlying Emergent Condition #3 that gave rise to the need to proceed under WIPA.
2. NJAW's proposal includes a commitment to provide ratepayers with immediate and significant rate relief.
3. NJAW's proposal offers a substantial capital investment in the System over ten years, including a binding capital expenditure for the first five years, focusing during those first five years on improving the distribution and storage system (including lead service line replacements and the aging water lines), which is anticipated to lead to less water loss and fewer emergency repairs. This will result in a more efficient, reliable System for users within the first five years following closing.
4. NJAW's proposal offers a competitive purchase price which will enable the Borough to defease a significant amount of debt, allowing the Borough to invest directly back into the Borough and community.
5. NJAW has demonstrated that it has the financial, managerial and technical capability to successfully operate and maintain the System in a way that serves the Borough and its users, and in compliance with all applicable local ordinances and State and federal laws and regulations. In addition, NJAW has extensive resources, employees and experience in New Jersey and the immediate area, and is committed to providing services in house without a need to use independent contractors to provide services to the Borough. NJAW will integrate the Borough into its fully developed emergency response plans to address emergencies. NJAW has also demonstrated a comprehensive understanding and summary of potential tax implications of a sale of the System on the Borough.
6. NJAW's customer service plan will serve the Borough and its customers in a way that meets the needs and expectations of the Borough. NJAW was recognized in the latest J.D. Power 2024 U.S. Water Utility Residential Customer Satisfaction Study, which ranked NJAW the highest in customer satisfaction among large water

BOROUGH OF HOPEWELL
88 East Broad Street
Hopewell, NJ 08525

utilities in the Northeast. NJAW's local office is in Hillsborough, New Jersey, providing customers with ease of access to NJAW, and NJAW offers online services to manage residential accounts 24 hours a day, 7 days a week. Customer service is provided 24 hours a day, 7 days a week for emergencies. NJAW also provides bill-paying assistance to all eligible residential customers through a program that provides grants and affordability discounts to qualifying customers.

7. NJAW does not have any outstanding or pending violations of the "Pollution Prevention Act," P.L.1991, c. 235 (C.13:1D-35 *et seq.*); P.L.1942, c. 308 (C.58:11-9.1 *et seq.*); "The Realty Improvement Sewerage and Facilities Act (1954)," P.L.1954, c. 199 (C.58:11-23 *et seq.*); and the "Safe Drinking Water Act," P.L.1977, c. 224 (C.58:12A-1 *et seq.*).
8. NJAW's proposal for improvements on the System, and plans for Wells 4 and 6, are not likely to require the diversion of any Green Acres-restricted funded parkland or a need for the Borough to engage in unanticipated permitting, engineering and legal work to enable the transfer of those wells, all of which is expected to save the Borough significant resources, time and expense in completing a successful transaction.
9. NJAW has experience with successful transactions under WIPA as well as the traditional sale process, as well as with proceeding through the BPU approval and the public referendum processes. NJAW's proposal also sets forth the clearest and greatest understanding of the WIPA process and associated requirements. NJAW's proposal provides the Borough with confidence that a successful sale is feasible within a reasonable time frame.

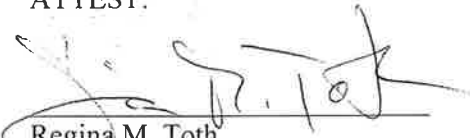
NOW, THEREFORE, BE IT RESOLVED by at least two thirds of the authorized membership of the Council of the Borough of Hopewell on this 6th day of February, 2025 that:

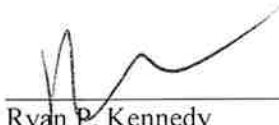
1. The above "Whereas" clauses are incorporated herein as if set forth at length.
2. Based on the reasons and findings set forth above, the Council hereby selects New Jersey-American Water Company, Inc., 1 Water Street, Camden New Jersey ("NJAW"), as the "Designated Respondent" under the provisions of the Water Infrastructure Protection Act, and specifically N.J.S.A. 58:30-6c., based on the finding that NJAW's proposal is the most advantageous to the public.
3. The Administrator, Water Committee and the Borough's professionals and consultants are hereby authorized and directed to commence negotiations with NJAW for a contract to sell the System.
4. The summary of the Borough Council's findings as set forth in the "Whereas" clauses that NJAW's proposal is most advantageous to the public shall be published as follows: on the official Borough website and official website of Mercer County; and at least once in a newspaper circulating the Borough (*Hopewell Valley News*) and a newspaper circulating the Mercer County (*Trentonian*).

BOROUGH OF HOPEWELL
88 East Broad Street
Hopewell, NJ 08525

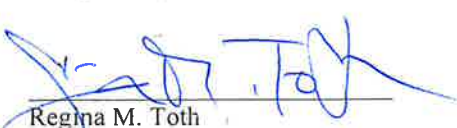
5. The Borough Clerk shall transmit a certified true copy of this Resolution to the NJDEP, the BPU and the Director of DLGS.

ATTEST:


Regina M. Toth
Borough Clerk


Ryan P. Kennedy
Mayor

I, Regina Toth, Borough Clerk of the Borough of Hopewell, do hereby certify that this Resolution was adopted by the Hopewell Borough Council on February 6, 2025.


Regina M. Toth
Borough Clerk

BOROUGH OF HOPEWELL
88 East Broad Street
Hopewell, NJ 08525

NO. 2025-51

ADOPTED: MARCH 20, 2025

RESOLUTION APPROVING PROPOSED CONTRACT WITH NEW JERSEY-AMERICAN WATER COMPANY, INC. FOR THE SALE OF THE BOROUGH OF HOPEWELL'S WATER SYSTEM UNDER THE PROVISIONS OF THE WATER INFRASTRUCTURE PROTECTION ACT

WHEREAS, by Resolution 2025-43 adopted on February 6, 2025, the Borough of Hopewell ("Borough") selected New Jersey-American Water Company, Inc., 1 Water Street, Camden New Jersey ("NJAW"), as the "Designated Respondent" for purposes of commencing negotiations for a contract to sell the Borough's Water System ("System") under the provisions of the Water Infrastructure Protection Act ("WIPA"), and specifically N.J.S.A. 58:30-6c. thereof; and


WHEREAS, immediately thereafter, the Administrator, Water Committee and Borough's professionals and consultants engaged in negotiations with NJAW for a contract to sell the System pursuant to N.J.S.A. 58:30-7a.; and


WHEREAS, as a result of their successful negotiations with NJAW, the Administrator, Water Committee and Borough's professionals and consultants have submitted a proposed contract to the Borough Council for approval pursuant to N.J.S.A. 58:30-7b(2).

NOW, THEREFORE, BE IT RESOLVED by at least two thirds of the authorized membership of the Council of the Borough of Hopewell on this 20th day of March, 2025 that:

1. The above "Whereas" clauses are incorporated herein as if set forth at length.
2. The proposed contract for the sale of the Borough's Water System with NJAW pursuant to the provisions of WIPA is hereby approved.
3. Consistent with WIPA, the proposed contract shall be submitted to the Board of Public Utilities ("BPU") and the Division of Local Government Services ("DLGS") in the Department of Community Affairs for their respective review and approval. The Administrator and Borough attorney are hereby authorized to make minor, non-substantive revisions to the proposed contract prior to its submission to the BPU and DLGS if necessary or prudent.
4. The Administrator and the Borough's professionals and consultants are hereby authorized and directed to provide to the BPU and DLGS such documentation and information as may be necessary to assist in their review of the proposed contract and as may be required to satisfy the requirements of N.J.S.A. 58:30-7c.

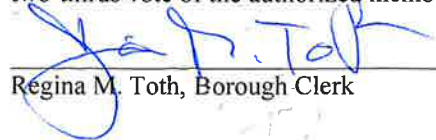
ATTEST:


Regina M. Toth
Borough Clerk


Ryan P. Kennedy
Mayor

BOROUGH OF HOPEWELL
88 East Broad Street
Hopewell, NJ 08525

I, Regina M. Toth, Borough Clerk of the Borough of Hopewell, do hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hopewell on March 20, 2025 by not less than two-thirds vote of the authorized membership of the Council of the Borough of Hopewell.



Regina M. Toth, Borough Clerk

AGREEMENT BETWEEN HOPEWELL BOROUGH,
MERCER COUNTY, NEW JERSEY
AND

NEW JERSEY-AMERICAN WATER COMPANY, INC.

FOR SALE OF THE WATER SYSTEM

[DRAFT]

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Appendix A	Description of the System
Appendix B	Description of Real Property
Appendix C	Existing Collateral Agreements
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Appendix L	Permits
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AGREEMENT BETWEEN
BOROUGH OF HOPEWELL,
MERCER COUNTY, NEW JERSEY
AND NEW JERSEY-AMERICAN WATER COMPANY, INC. FOR SALE
OF WATER SYSTEM

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

AND

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

I. Specific Definitions

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

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

“Agreement” shall be as defined in the preamble.

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

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

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

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

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

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

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

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

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

“Escrow Agent” shall mean _____.

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

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

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

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

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

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

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

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

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

“Parties” shall mean Owner and Buyer, jointly.

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

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

“State” shall mean the State of New Jersey.

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

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

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

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

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

II. General References

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

ARTICLE II. SALE OF SYSTEM AND PURCHASE PRICE

I. Sale of System and Purchase Price

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

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

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

II. Deposit in Escrow

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

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III. Interest Earnings on Deposit

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

IV. Payment of Transaction Costs

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

- a. \$25,000.00 upon authorization by the governing body for the final Agreement to be submitted to the BPU for approval, which shall be nonrefundable, and shall be documented by a subsequent letter agreement between the parties.
- b. \$25,000.00 upon submission by the Borough of the ballot question, with language mutually agreed upon by Owner and Buyer, to the County Clerk for approval of the sale by referendum, which shall be nonrefundable and shall be documented by a subsequent letter agreement between the parties.
- c. Up to \$100,000.00 at Closing of the transaction provided Owner provides reasonable support for the Transaction Costs incurred by Owner.

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

V. Effect of Owner’s Breach

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

VI. Effect of Buyer’s Breach

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

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

ARTICLE III. INITIAL CONTINGENCIES

I. Initial Contingencies

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

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

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

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

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

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

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

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

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

II. Failure of Initial Contingencies

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

ARTICLE IV. FINAL CONTINGENCIES

I. Final Contingencies

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

(a) BPU Approval

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

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

(b) DCA Approval

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

(c) Voter Referendum

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

(d) Transfer of Permits

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

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

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

(f) Other Approvals

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

(g) Conditions of the System

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

(h) Access to the System

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

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

(i) Extension of Agreements

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

(j) Watershed Property Review Board.

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

II. Failure of Final Contingencies

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

III. Risk of Loss

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

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

IV. Cooperation of Parties

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

ARTICLE V. CLOSING

I. Closing

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

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

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

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

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

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

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

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

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

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

2. an assignment agreement of the Existing Collateral Agreements;

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

4. a settlement statement;

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

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

7. The Purchase Price;

8. The balance of the Transaction Costs Payment; and

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

II. Closing Date

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

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

III. Conditions of Title to Real Property

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

IV. Satisfaction of Liens

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

V. Bonds and Loans

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

VI. Realty Adjustments

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

VII. Assessments

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

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VIII. No Sale of Excluded Assets

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

IX. Effective Date of Adjustments

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

X. Operation of the System

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

XI. Post-Closing Agreement

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

XII. Post-Closing Obligations

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI. OWNER'S REPRESENTATIONS

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

I. Organization of Owner and Authorization

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

II. Indemnification

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

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

III. Title to Assets

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

IV. No Warranties

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

V. No Complaints

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

VI. No Default

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

VII. No Reimbursement Obligations

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

VIII. System Compliance

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

IX. Work in Progress

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

X. Title to Real Property

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

XI. Permits

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

XII. Environmental

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

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

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

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

XIII. The Act

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

XIV. Survival

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

ARTICLE VII. BUYER'S REPRESENTATIONS

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

I. Organization of Buyer and Authorization

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

II. Indemnification

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

III. No Warranties

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

IV. Right to Inspect

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

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

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

VI. Assumption of Contracts

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

VII. Customer Service Standards

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

VIII. Land Use Regulation

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

IX. Litigation

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

X. Source of Funds

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

XI. Blocked Person or Entity

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

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

XII. Survival

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

ARTICLE VIII. ADDITIONAL REPRESENTATIONS AND UNDERSTANDINGS

I. No Broker

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

II. No Recordation

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

III. Notices

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

To Owner:	Borough Administrator Douglas Walker Hopewell Borough Hall 88 East Broad Street Hopewell New Jersey 08525
With Copies to:	Lisa M. Maddox, Esq. Mason, Griffin & Pierson, P.C. 101 Poor Farm Road Princeton, New Jersey 08540
	and
	R. Scott King, Esq. DeCotiis, FitzPatrick, Cole & Giblin, LLP 61 South Paramus Road, Suite 250 Paramus, New Jersey 07652
To Buyer:	New Jersey-American Water Company, Inc. 1 Water Street

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Camden, New Jersey 08102
Attention: General Counsel

IV. Requirements of Applicable Acts

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

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

V. Applicable Law

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

VI. Counterparts

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

VII. No Assignment

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

VIII. Entire Agreement

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

IX. Survival

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

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

BUYER:

OWNER:

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

HOPEWELL BOROUGH

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

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Appendix A

Description of the System

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

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

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

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

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

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

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

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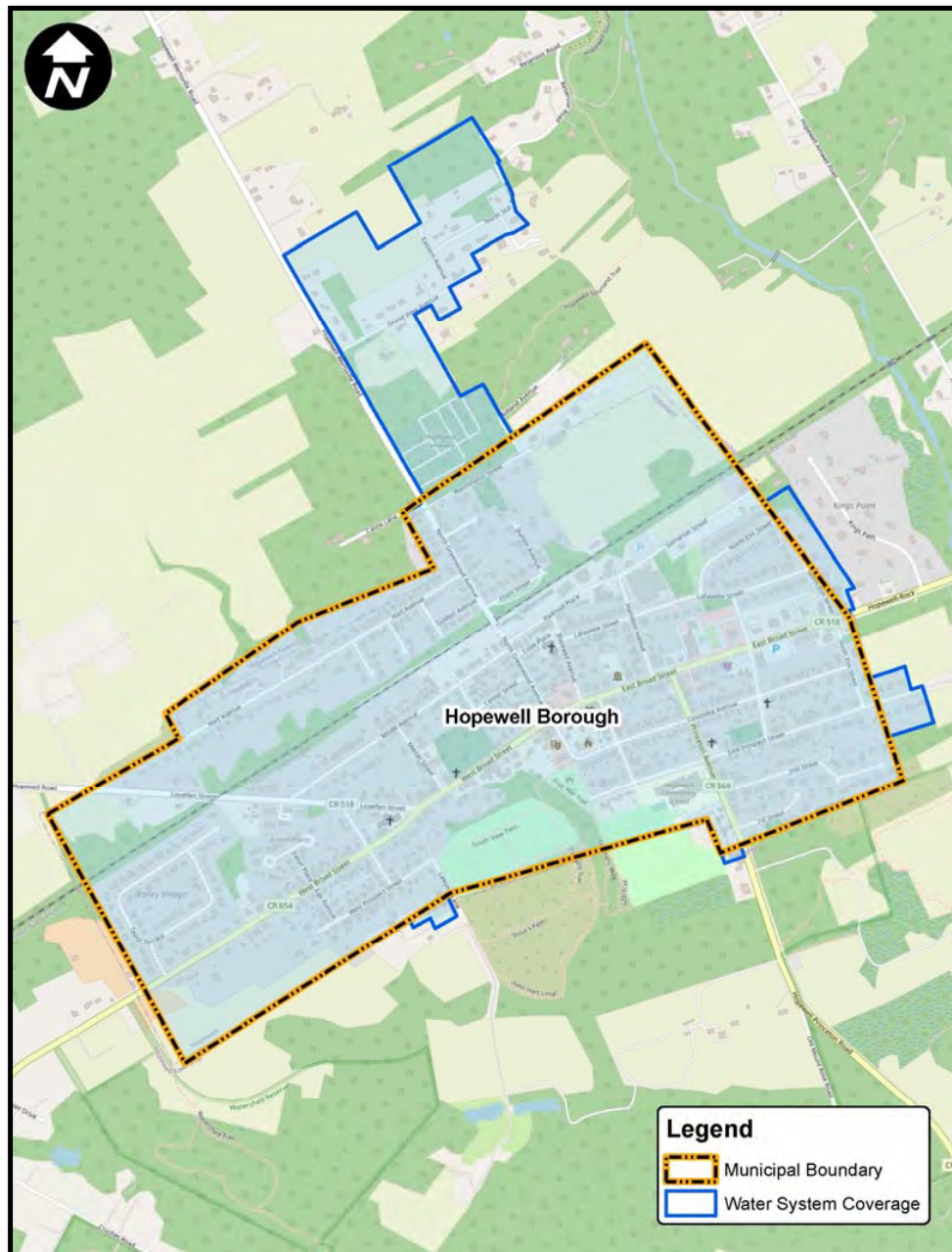
Well No. 2 and Well No. 5 were removed from service in 2006 due to naturally occurring radium and uranium at concentration levels exceeding Safe Water Drinking Act standards. Following a pilot study and cost assessment, the Borough determined that it was unable to meet the financial impact of treatment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

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

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

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Figure 2-1: Service Area Map



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

Appendix B
Description of Real Property

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

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

Appendix C

Existing Collateral Agreements

See attached agreement

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Between
BOROUGH OF HOPEWELL

and

NORTHEAST WATER TECHNOLOGY

For Extraordinary and Unspecified Services Agreement

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

THIS AGREEMENT, made the day of _____, 2023

by and between the

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

and

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

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

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

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

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


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

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


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

WITNESS OR ATTEST:

BY:


Borough of Hopewell Representative

BY:


George A. Walter/Owner

ATTEST:



ATTEST:



Appendix D

Form of Municipal Consent

MUNICIPAL CONSENT ORDINANCE

ORDINANCE # _____

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

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

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

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

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

WHEREAS, New Jersey-American Water has requested the consent of the Borough for use of its streets, with such consent limited to the fifty (50) year duration set forth in N.J.S.A 48:3-15, including the consent of the Borough pursuant to N.J.S.A. 48:19-17 and N.J.S.A. 48:19-20, to lay its pipes beneath and restore such public roads, streets and places as it may deem necessary for its corporate purposes, free from all charges to be made for said privilege (except fees for road opening permits shall be paid), provided that said pipes shall be laid at least three feet (3') below the surface and shall not in any way unnecessarily obstruct or interfere with the public travel or cause or permit other than temporary damage to public or private property; and

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

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

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

Section 1.

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

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- B. The Borough hereby grants to New Jersey-American Water, its successors and assigns, the municipal consent to use the streets pursuant to N.J.S.A. 48:3-11 and 48:3-15, with such consent limited to fifty (50) years as set forth in N.J.S.A. 48:3-15, as well as the consent pursuant to N.J.S.A. 48:19-17 and 48:19-20, as amended, without charge therefore, (except fees for road permits shall be paid) as the same may be required in order to permit New Jersey-American Water to add to, extend, operate and maintain the necessary water facilities on public streets, roads and property described herein in order to provide said water service.
- C. That a certified copy of this Ordinance, upon final passage, shall be sent to New Jersey-American Water, who will provide to the New Jersey Department of Environmental Protection and the Board of Public Utilities of the State of New Jersey as necessary.
- D. That the consent granted herein shall be subject to New Jersey-American Water complying with all applicable laws of the Borough and/or the State of New Jersey including, but not limited to, any and all statutes and administrative agency rules and/or regulations.
- E. The Borough Administrator, Mayor, and the Clerk of the Borough, or their respective designee, are authorized to execute the documents and agreements necessary to effectuate the municipal consent and to protect the rights of the public involved.

Section 2

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

Section 3.

Repealer.

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

Section 4.

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

Appendix E

Permitted Encumbrances

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

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

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

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

See attached Green Acres documents.

#10000507

Page 3 of _____

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

Local Unit: Borough of Hopewell County: Mercer

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

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

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

Proj. #: 1105-05-076

Subtotal of Acres on this page 10.33

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

Page 4 of _____

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

Local Unit: Borough of Hopewell County: Mercer

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

Wholly Undeveloped Lands Held for Recreation and Conservation Purposes
(*If necessary, use the second page following & after Page 4 for additional wholly undeveloped lands)

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

Subtotal of Acres on this page 12.69

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

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

Chief Executive Officer of Local Unit
Date: 4/2/05

Planning Board Chairperson (or equivalent)
Date: 4/6/05

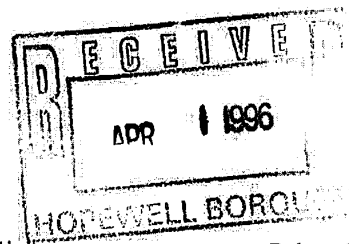
This Certification is to be signed only on this page, Page 4, of EXHIBIT 1 to DECLARATION.

Page ____ of ____



State of New Jersey

Department of Environmental Protection



Christine Todd Whitman
Governor

Robert C. Shinn, Jr.
Commissioner

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

March 27, 1996

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

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

H. R. S.
Dear Ms. Fortenbaugh:

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

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

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

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

2. *The water supply areas of the subject parcel may be subdivided and sold to a private utility for the continued use of water supply purposes only.*
3. *If the Borough can reasonably delineate the portion of the property that is held for recreation/conservation purposes from the portion of the property that is held for water supply purposes, then the Borough can list on its inventory only the recreation/conservation area.*



4. *Upon the receipt of a grant or loan, Green Acres restrictions are placed on all lands held by the municipality for recreation/conservation purposes. Such properties shall not be disposed of or diverted to another use without the prior approval of the Commissioner of the Department of Environmental Protection and the State House Commission. Documented pre-existing uses are exempt from these approvals. This encumbrance extends to properties that are listed on the ROSI and on recreation/conservation lands that were advertently or inadvertently left off the list.*

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

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

Very truly yours,

A handwritten signature in dark ink, appearing to read "David R. Smith".

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

DRS/cg

c. *Bambe Cross, Bureau of Green Trust Management*

BOROUGH OF HOPEWELL

MERCER COUNTY

July 19, 1996

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

Dear Mr. Smith,

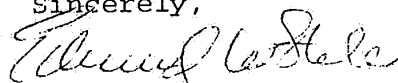
Please find enclosed the Recreation and Open Space Inventory for the Borough of Hopewell. The Borough has one recreation and open space facility half of which is located in the Borough of Hopewell and half of which is located in the Township of Hopewell. This parcel is currently held by the Borough for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

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

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

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

Sincerely,



Edmund W. Stiles

GREEN ACRES PROGRAM
RECREATION AND OPEN SPACE FACILITIES INVENTORY
See Instructions on Reverse

ID # 1111
Co/Mun. 1111

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

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

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

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

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

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

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

EXHIBIT 1 to SCHEDULE B

Page 3 of ____

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Hopewell Borough County: Mercer

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

DEVELOPED AND PARTIALLY DEVELOPED LANDS HELD FOR RECREATION AND CONSERVATION PURPOSES

Key	Municipal Location	Name	Block	Lot	Acres
1.	Columbia Avenue	Hopewell Borough Park	25	83	7.51
* 2.	Columbia Avenue	Hopewell Borough Park	18	8-01	7.33
3.					
4.					
5.	* This lot is located in Hopewell Township				
6.	Official map - Tax Map of Township of Hopewell				
7.	pg 5 dated April 27, 1987				
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
SUBTOTAL OF ACRES on this page					<u>14.84</u>
TOTAL ACRES of developed and partially developed lands from all pages of this ROSI					<u>14.84</u>

EXHIBIT 1 to SCHEDULE B

Page 4 of 8

RECREATION AND OPEN SPACE INVENTORY

Local Unit: Hopewell Borough County: Mercer

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

WHOLLY UNDEVELOPED LANDS HELD FOR RECREATION AND CONSERVATION PURPOSES

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

SUBTOTAL OF ACRES on this page

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

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

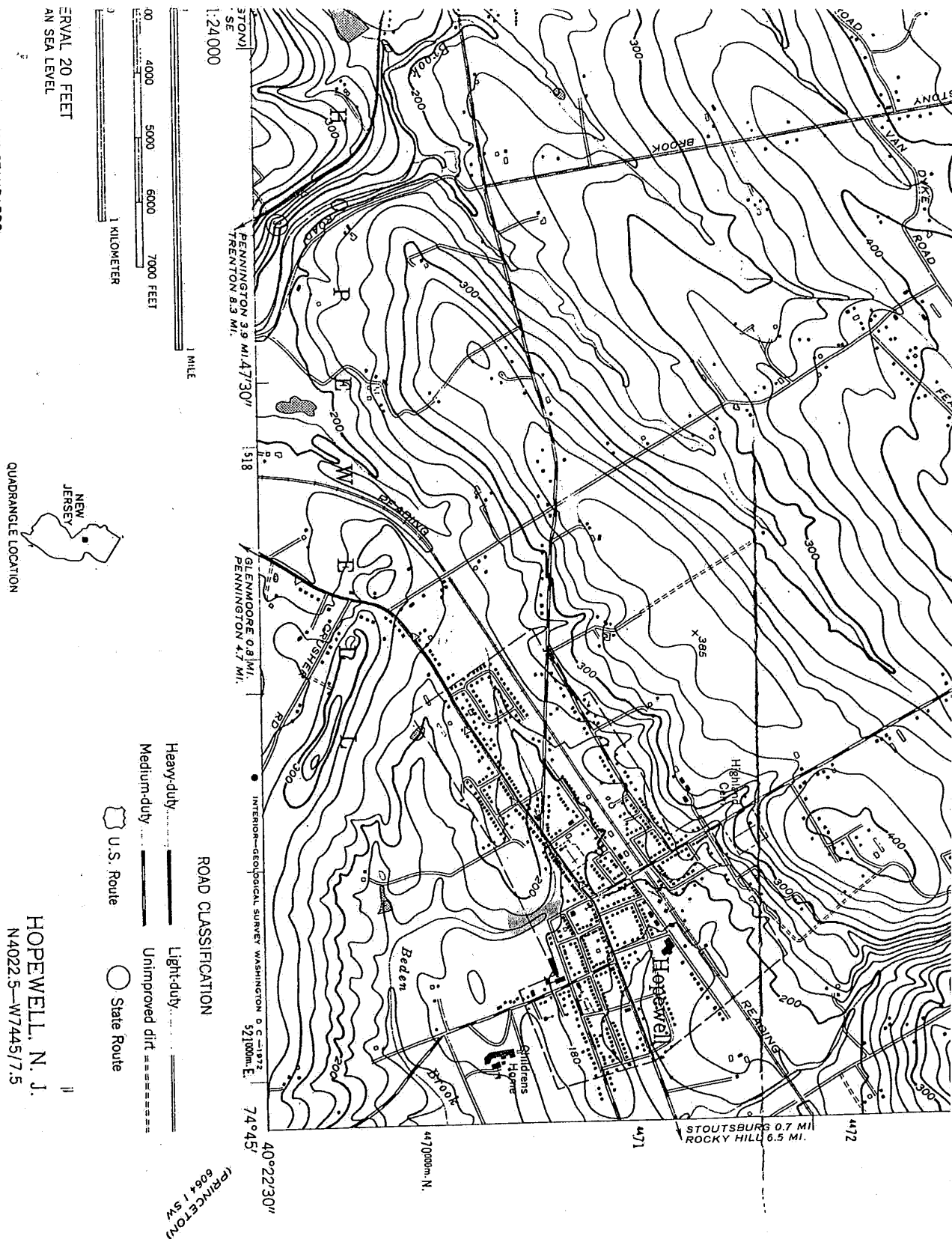
George A. Padgett
Chief Executive Officer of Local Unit

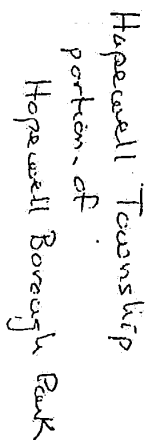
Elizabeth L. Tallman
Planning Board Chairperson

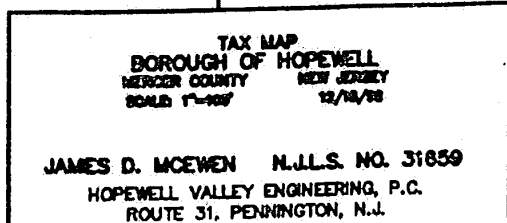
Date: July 30, 1996

Date: July 26, 1996

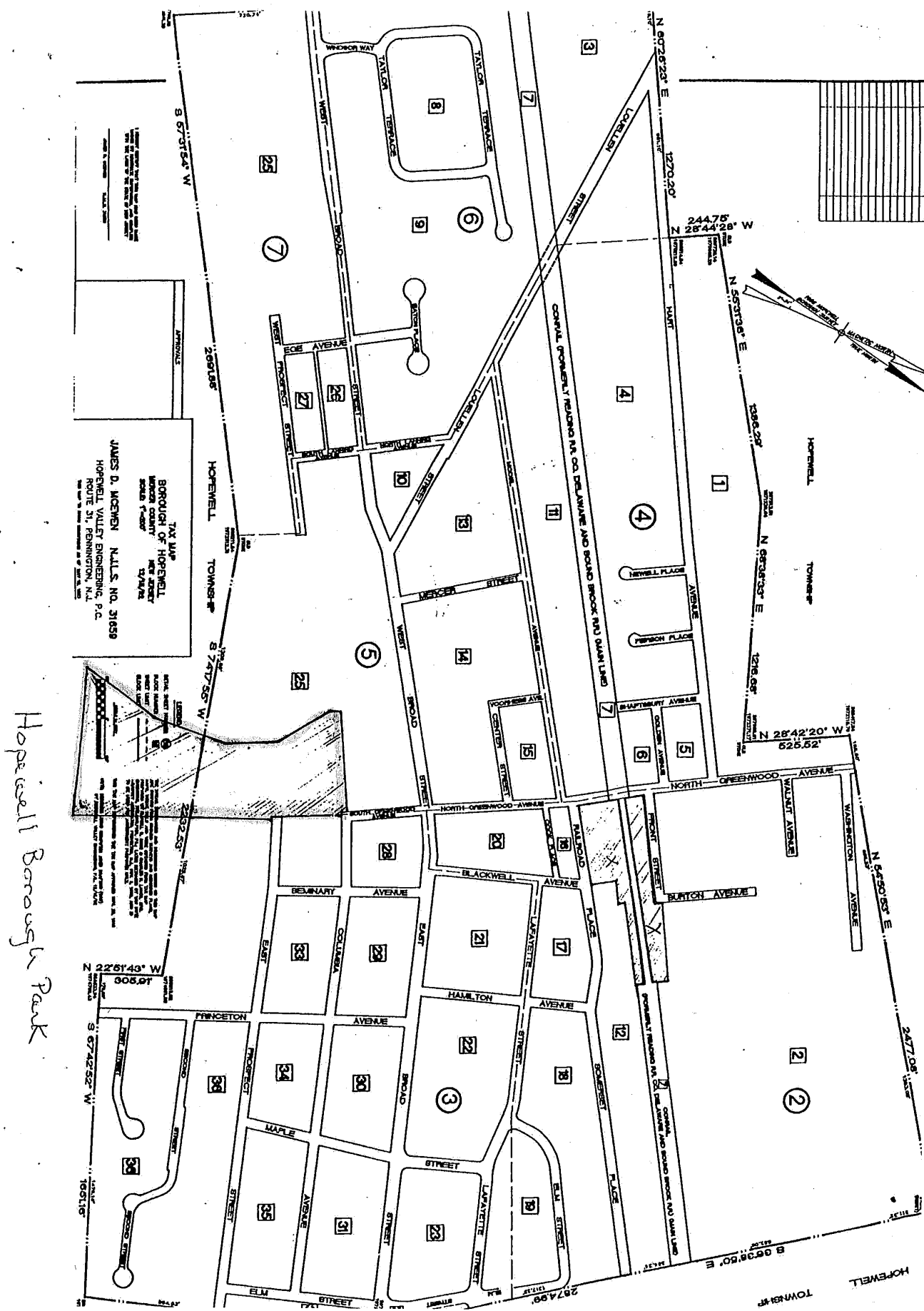
THIS CERTIFICATION IS TO BE SIGNED ONLY ON THIS, PAGE 4, OF EXHIBIT 1 TO SCHEDULE B.
If necessary, use the form on the first following page for additional developed lands, and use the form on the second following page for additional undeveloped lands.







Hopewell Borough
portion of
Hopewell Borough Park



Appendix F

Customer Service Standards

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

#10000507

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

Appendix G
Excerpts from NJAW Tariff

DRAFT

#10000507

NEW JERSEY-AMERICAN WATER COMPANY, INC.
B.P.U. No. 8 – Water

Fourth Revised Sheet: No. 34.1
Superseding Third Revised Sheet: No. 34.1

RATE SCHEDULE A-1
GENERAL METERED SERVICE

APPLICABILITY

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

CHARACTER OF SERVICE

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

FIXED SERVICE CHARGE

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

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

WATER CHARGE

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

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

TERMS OF PAYMENT

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

SPECIAL PROVISION

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

Issued: September 5, 2024

Effective: September 15, 2024

By: Mark K. McDonough, President
1 Water Street, Camden, NJ 08102
Filed pursuant to Order of the Board of Public Utilities entered in
Docket No. WR24010056 dated September 4, 2024.

NEW JERSEY-AMERICAN WATER COMPANY, INC.
B.P.U. No. 8 – Water

Original Sheet: No. 38.10

RATE SCHEDULE L-13
PRIVATE FIRE PROTECTION SERVICE

APPLICABILITY

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

CHARACTER OF SERVICE

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

RATES

1- Service Charge

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

2- Hydrant Charge

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

TERMS OF PAYMENT

Valid bills for private fire protection service furnished under this schedule are to be rendered monthly in arrears (or quarterly at the option of the Company) and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least thirty (30) days' notice prior to the proposed discontinuance. The Company will adhere to all applicable notification requirements found in N.J.A.C. 14:3-3A.4(j) before discontinuing service.

TERM

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

CONDITIONS

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

SPECIAL PROVISIONS

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

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

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

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

Issued: June 12, 2023

Effective: June 1, 2023

By: Mark K. McDonough, President

1 Water Street, Camden, NJ 08102

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

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

NEW JERSEY-AMERICAN WATER COMPANY, INC.
B.P.U. No. 8 – Water

Original Sheet: No. 39.11

RATE SCHEDULE M-12
PUBLIC FIRE PROTECTION SERVICE

APPLICABILITY

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

CHARACTER OF SERVICE

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

RATES

Hydrant Charge

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

TERM

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

TERMS OF PAYMENT

Valid bills for service furnished under this schedule will be rendered monthly in arrears (or quarterly at the option of the Company) and are due fifteen (15) days from the date of the postmark on the envelope in which the bill was transmitted. All bills shall list a due date. Thereafter, the Company may not discontinue water service unless written notice is provided giving the customer at least ten (10) days' notice prior to the proposed discontinuance. The 10 days shall begin on the postmark date of the notice. N.J.A.C. 14:3-3A.3.

CONDITIONS

Subject to "Standard Terms and Conditions".

Issued: June 12, 2023

Effective: June 1, 2023

By: Mark K. McDonough, President

1 Water Street, Camden, NJ 08102

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

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

Appendix H
Excluded Assets

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

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

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

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

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

Appendix I
Disclosure Schedule

DRAFT

#10000507

Appendix J
Work in Progress

None

DRAFT

#10000507

Appendix K

Owner-Retained Properties and Easements

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

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

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

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

Block 13, Lot 1 on Hopewell Borough Tax Map

Block 25, Lot 83 on Hopewell Borough Tax Map

Appendix L

Permits

See Attached Permits

DRAFT

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

NOVEMBER 2017

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

This package includes the following:

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

BWA-001 C
Revised 3/2016



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



WATER ALLOCATION PERMIT APPLICATION

MINOR MODIFICATION/RENEWAL

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

A. LOCATION AND PROPERTY INFORMATION

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

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

Hopewell Borough

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

88 East Broad Street

City or Town Hopewell State NJ Zip Code 08525 +

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

County Mercer Does the Facility span multiple counties? Yes ☐ No ☒

Name Hopewell Borough Telephone () 609-466-2636

Mailing Address 88 East Broad Street

City or Town Hopewell State NJ Zip Code 08525 +

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

Name Hopewell Borough Telephone () 609-466-2636

Mailing Address 88 East Broad Street

City or Town Hopewell State NJ Zip Code 08525 +

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

CONTACT INFORMATION

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

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

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

Name _____ Telephone () _____

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

Name _____ Telephone () _____

Title _____ Department _____

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

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

Organization Name _____ Telephone () _____

Mailing Address _____

City or Town _____ State _____ Zip Code _____ + _____

Fax () _____ E-Mail _____

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

Billing should go to mailing address of:

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

Name _____ Telephone () _____

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

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

Is the project located within the New Jersey Pinelands Area? ___ Yes ☒ No

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

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

Is the project located in the Delaware River Basin? ☐ Yes ☐ No

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

☐ Yes Docket No. _____

☐ No Docket applied for on _____ (Date)

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

B. CERTIFICATIONS


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

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

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

November 7, 2017

Date


Signature

David J. Misiolek

Name (please print)

Director, Water Department

Title

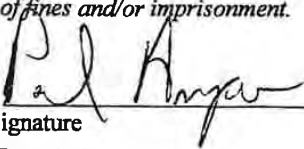
This certification shall be signed as follows:

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

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

November 7, 2017

Date


Signature

Paul Anzano

Name (please print)

Mayor

Title

I, the Applicant/Owner Mayor Anzano or Applicant/Operator (when the owner of the facility and the operator of the facility are distinct parties) _____ or Co-permittee (if applicable) N/A authorize to act as my agent/representative in all matters pertaining to my application the following person:

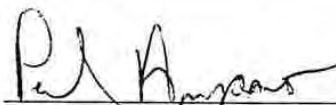
Name Dennis W. O'Neal, P.E. Phone 609-466-0002

Company/Employer Ferriero Engineering, Inc.

Address 17 Model Avenue County Mercer

City or Town Hopewell State NJ Zip Code 08525

Occupation/Profession Professional Engineer

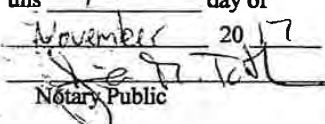

(Signature of Applicant/Owner)

(Signature of Applicant/Owner)

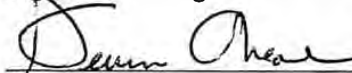
(Signature of Co-permittee)

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

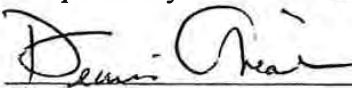
AGENT'S CERTIFICATION

Sworn before me
this 7th day of
November 2017

Notary Public

I agree to serve as agent for the above mentioned applicant


(Signature of Agent)

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


(Signature of Engineer)

Dennis W. O'Neal, P.E.

Type: Name and Date

Senior Project Mgr., Ferriero Engineering, Inc.

Position, Name of Firm

PROFESSIONAL ENGINEER'S
EMBOSSSED SEAL

C. REASON FOR MINOR MODIFICATION

Check the appropriate reason for minor modification request:

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

D. REQUIRED SUBMITTALS - APPLICATION ATTACHMENTS

Check to ensure the following are included with the application:

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

E. DIVERSION REQUEST AND DIVERSION SOURCE INFORMATION

This application is for:

☐ Renewal of existing Permit No. 5229 Activity No. (if known) _____

1. Present Allocation:

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

Please note the present Aquifer Specific Allocation:

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

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

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

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

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

2. Diversion to be used for Potable Water

3. Complete the following for each diversion source:

a. Groundwater (wells)

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

b. Surface water (streams, reservoirs, ponds)

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

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

F. WATER USE

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

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

2. Present annual average water use:

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

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

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

G. IRRIGATION

Complete if water is to be used for irrigation purposes.

1. Check to ensure the following is included:

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

2. Irrigation is to be used for (e.g. golf course, landscape, grounds maintenance)

3. Describe the types of grasses, acreage and maximum need for each in extreme dry weather, in gallons per week.

4. Describe the irrigation system (type, capacity of nozzles in gpm, maximum number of nozzles operating at one time, average and maximum irrigation time in hours per day, how diversion is metered, how the ponds are fed.)

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

H. PUBLIC WATER SUPPLY SYSTEMS

Complete only if diversion is for public water supply.

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

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

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

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

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

4. Quantity or percentage of unaccounted-for water (as defined by N.J.A.C. 7:19-6.2): 11.82 for 2016 (Year), of a total water production of 29.99 million gallons.
5. Number of Service Taps: Domestic 615 Commercial and Industrial 87
Number of Meters: Domestic 702 Commercial and Industrial 88
6. Capacity of Plant (gallons daily) 144,000
7. Total System Storage (million gallons) 0.230
8. The following is required for all Public Water Supply Applications:

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

ADDENDUM A
SOURCE DATA FOR GROUNDWATER (WELLS)

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

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

CFR-430

Addendum A Page ___ of ___ TP008016

CFR 610

Page 9 of 12

ADDENDUM A
SOURCE DATA FOR GROUNDWATER (WELLS)

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

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

INSTRUCTIONS FOR COMPLETING BWA-001C

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

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

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

A. Site Location Information

1. Actual Diversion Location - Provide the Name of the Facility of which the application is for, the physical street address or nearest cross streets of the diversion location. Attach additional sheets if more than one physical location applies.
2. Property/Land Owners - Provide the legal name for the owner of the property/land on which the diversion is located.
3. Applicant/Operating Entity(ies) - Provide the name, as it is legally referred to, of the operating entity of the subject facility. The operating entity is the firm, public agency, individual, or other entity which has the primary management and decision making authority over any part of the facility/site.
The Application Contact is the individual responsible for all aspects/inquiries regarding the application. Check the Agent box if an Agent has been designated in Section B3 of the Application. The Report Form Recipient/Permit Contact is the designated individual responsible for completing Quarterly Monitoring Report Forms. All Monitoring Report Forms will be mailed to the Report Form Recipient/Permit Contact designated at the Operating Entities address.
4. Responsible Entity/Organization - The person, company, or corporation financially responsible for the activity relating to the diversion and has overall legal responsibility of the activities occurring at the site. The organization liable or accountable for overall facility operations. The responsible entity may be the same as the Applicant/Operating Entity noted in Section A3. If so, check the appropriate box provided. If not, provide the requested information for the Responsible Entity
5. Billing Contact - Check the box of the appropriate address (either the Responsible Entity/Organization or the Applicant/Operating Entity) and indicate the individual contact for all billing inquiries.
6. Other Permits - Provide information for all other permits applied to in relation to the project and diversion activities, as indicated.

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

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

D. Required Submittals/Application Attachments

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

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

Feet above sea level
Meters above sea level

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

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

Locational Information

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

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

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

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

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

Appendix M
Environmental

See attached documents

DRAFT

#10000507



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

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

401 East State Street
P.O. Box 402, Mail Code 401-02A
Trenton, New Jersey 08625-0420
Tel. (609) 292-4543 • Fax (609) 292-0913
www.nj.gov/dep

SHAWN M. LATOURETTE
Commissioner

June 13, 2024

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

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

Administrator Walker:

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

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

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

June 24, 2021
Page 2 of 4

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

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

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

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

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

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

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

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

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



June 24, 2021
Page 3 of 4

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

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

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

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

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

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

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

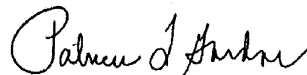
Nothing herein shall be construed to satisfy any other obligations under WIPA or any other applicable laws.



June 24, 2021
Page 4 of 4

If you have any questions, please feel free to contact Chelsea Brook of my staff at Chelsea.Brook@dep.nj.gov.

Sincerely,



Patricia Gardner
Assistant Commissioner
Water Resource Management

cc:

Regina Toth, Borough Clerk, Hopewell Borough
Lisa M. Maddox, Borough Attorney, Hopewell Borough
Michael Kammer, Senior Advisor, Division of Water, Board of Public Utilities
Terel Klein, Deputy Attorney General, Division of Law
Jason R. Martucci, Esq., Division of Local Government Services, NJ Department of Community Affairs
Kristen Heinzerling, Deputy Attorney General, Division of Law
Elizabeth Delahunty, Deputy Attorney General, Division of Law
Alysia Walsh, Deputy Director, Office of the State Comptroller
Carlton Dudley, Director, Division of Water and Land Use Enforcement
Patricia Ingelido, Director, Division of Water Supply & Geoscience
Ryan Knapick, Advisor, Water Resource Management
Keiona Miller, Director, Office of Local Government Assistance
David Zimmer, Executive Director, New Jersey Infrastructure Bank





State of New Jersey

PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

SHAWN M. LATOURETTE
COMMISSIONER

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

July 7, 2022

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

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

Dear David Misiolek:

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

Sincerely,

Matthew Wilson, Bureau Chief
Bureau of Safe Drinking Water

Enclosure

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



State of New Jersey

PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mail Code 401-04Q
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Tel #: (609) 292-5550 - Fax #: (609) 633-1495
<https://www.nj.gov/dep/watersupply/>

SHAWN M. LATOURETTE
COMMISSIONER

NOTICE OF NON-COMPLIANCE

EA ID #: PEA220001 - 1105001

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

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

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

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

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

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

1. A public water system exceeding the MCL for Perfluorooctanesulfonic acid (PFOS) must report the violation to the Bureau within forty-eight (48) hours after becoming aware of the violation, in accordance with 40 CFR 141.31(b). The results were submitted to the Bureau by your lab on 05/01/2022.
2. Tier 2 public notification (PN) requirements must be completed in accordance with 40 CFR 141.201 et seq. Templates may be found at <https://www.state.nj.us/dep/watersupply/dws-sampreg.html>. It is strongly recommended that all PN materials be reviewed by the Bureau prior to issuing. **Public notification must be completed as soon as practical but no later than thirty (30) days after the system learns of the violation** and must continue for the duration of the violation or situation, but in no case for less than seven (7) days, even if the violation is resolved (**due 08/06/2022**). *Please note that in accordance with 40 CFR 203(b)(2), PN must be repeated every three (3) months as long as the violation or situation persists. The Bureau therefore recommends that subsequent sampling be scheduled taking this requirement into consideration.*
3. Submit to the Bureau a representative copy(s) of each completed PN that was distributed, posted, or otherwise made available to the persons served by your water system **within ten (10) days of completing the PN requirements**. In addition, you must submit a completed *Public Notification Certification Form* DEP_10-F_00008.1 (previously BSDW-53) in accordance with 40 CFR 141.31(d). The form is available on our webpage at <https://www.state.nj.us/dep/watersupply/pdf/bsdw53.pdf>.
4. Submit a *Remedial Measures Report Form* (BWSE-40), per SDWA §1445 - §300j-4(a), detailing proposed or completed remedial measures to the Bureau **within thirty (30) calendar days of the date of this letter**. The report should include documentation (e.g., invoices, estimates, receipts) of the measures proposed or taken, and any corresponding analytical results that demonstrate the measures were effective. The BWSE-40 is available on our webpage at <https://www.state.nj.us/dep/watersupply/pdf/bwse40.pdf>.
5. Pursuant to the State Primary Drinking Water Regulations at NJAC 7:10-5.7(a), you are required to take any action necessary to bring the water into compliance with the MCL within one year after receipt of the results that demonstrate an exceedance that constitutes a violation (**due 07/07/2023**). Remedial actions may include, but are not limited to, providing treatment to remove the levels detected, removing the contaminated source from service, demonstrating with analytical results that the current source of water no longer exceeds the MCL, and/or using an alternate source(s) of water supply, such as connecting to another public water system or replacing the existing well with a new well which meets all drinking water standards.

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

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

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

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

Signature: 
Matthew Wilson

Date: July 7, 2022



M² Associates Inc

Providers of Geologic, Environmental, & Groundwater Consulting Services

August 4, 2022

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

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

Dear Mr. Wilson:

M² Associates Inc. is working with Ferriero Engineering and Hopewell Borough in response to the July 7, 2022 "Notice of Non-Compliance-Perfluorooctanesulfonic acid (PFOS) MCL Exceeded" sent by NJDEP-Bureau of Safe Drinking Water to the Borough. The one-year running average of PFOS concentrations in samples collected from Borough Well 4 exceeded the maximum contaminant level (MCL) of 13 nanograms per liter (ng/l). Analytical results summarized in the July 7, 2022 notice were as follows:

3rd quarter 2021 = 12 ng/l

4th quarter 2021 = 15 ng/l

1st quarter 2022 = 14 ng/l

2nd quarter 2022 = 13 ng/l

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

Although the most recent running average is equal to the PFOS MCL of 13 ng/l, the Borough has retained M² Associates and Ferriero Engineering to evaluate treatment alternatives, design and apply for a "Permit to Construct" from NJDEP-Bureau of Water Systems Engineering, construct/expand the existing pumphouse to install the treatment system, and ultimately, apply for a "Permit to Operate."

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



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

Those milestones include evaluating treatment alternatives such as granular activated carbon and ion exchange resins; assessing pumphouse building expansion or securing a pre-constructed unit; applying and securing appropriate NJDEP-Bureau of Water Systems Engineering permits; and installing the system. Simultaneously with the efforts of M² Associates and Ferriero Engineering, the Borough will be working to secure a funding source to reduce costs to residents and businesses of the Borough.

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

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

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

Respectfully submitted,
M² Associates Inc.

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

Matthew J. Mulhall, P.G.



EMSL Analytical, Inc.

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

EMSL Order ID: 012250084

LIMS Reference ID: AA50084

EMSL Customer ID: MISC-ACCT

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

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

Analytical Results

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

Owen McKenna

Owen McKenna Laboratory Manager or other approved signatory

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



EMSL Analytical, Inc.

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

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

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

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

Certified Analyses included in this Report

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

List of Certifications

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

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

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



EMSL Analytical, Inc.

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

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

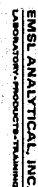
Attention: Hopewell Township MUA
[MISC-ACCT]
13 Burton Ave
Hopewell, NJ 08525
(609) 533-1263

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

Notes and Definitions

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

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



Chain of Custody

AA50084

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

Page 4 of 4

Report To Contact Name: HOPEWELL TOWNSHIP NJA										Bill To Company:	
Company Name:										Attention To:	
Street: 13 BURTON AVE										Street:	
City: HOPEWELL		State/Province: NJ		Zip/Postal Code: 08525		City:		State/Province:		Zip/Postal Code:	
Phone: 609-533-1263 Fax:										Phone:	
Project Name:										Email Results To:	
U.S. State where Samples Collected:										Purchase Order:	
Number of Samples in Shipment:										Date of Shipment:	
Sample for Compliance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, NPDES? <input type="checkbox"/> Other (Specify):										PWS ID #:	
Samples Collected by: EMSL <input checked="" type="checkbox"/> Client <input type="checkbox"/> check one										State Reporting Required? (Y/N) N	
Standard Turnaround Time: <input type="checkbox"/> 2 Weeks										The following TATs are subject to lab approval: <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 4 Days <input type="checkbox"/> 3 Days <input type="checkbox"/> 2 Days <input type="checkbox"/> 1 Day	
Failure to complete will hinder processing of samples										List Test(s) Needed	
Client Sample ID		Comp		Grab		Collect Date/Time		Matrix		Preservative	
								W=Water S=Soil A=Air SL=Sludge O=Other		1=HCL 2=HNO3 3=H2SO4 4=ICE 5=Other	
								PFAS -3			
activity start		<input type="checkbox"/>		<input type="checkbox"/>		7/25/22 11:45		W		5.4	
FRB		<input type="checkbox"/>		<input type="checkbox"/>		7/25/22 11:42		W		5.4	
		<input type="checkbox"/>		<input type="checkbox"/>							
		<input type="checkbox"/>		<input type="checkbox"/>							
		<input type="checkbox"/>		<input type="checkbox"/>							
Released By (Signature)		Date & Time		Received By		Date & Time					
<i>Paul A Fry</i>		7/25/22 15:00		<i>Paul A Fry</i>		7-25-22 3:00pm					
Please indicate reporting requirements: <input type="checkbox"/> Results Only <input type="checkbox"/> Results and QC <input type="checkbox"/> Reduced Deliverables <input type="checkbox"/> Disk Deliverable <input type="checkbox"/> Other											
Instructions or Comments: Semi-Annual from Mid Tap, Annual from treatment system Raw Tap, Post installation sample from Kitchen sink, Finished water tap only when instructed.											

BWSE-40
3/2018



Office Use Only

Reviewed by:

Date:

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

REMEDIAL MEASURES REPORT FORM

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

1. General Information

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

2. Remedial Measures (Proposed and/or Completed)

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

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

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

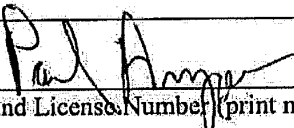

3. Milestones:

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

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

4. Certification

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

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



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

SHAWN M. LATOURETTE
Commissioner

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

August 10, 2022

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

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

Dear David Misiolek:

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

The remedial measures outlined in the RMR are to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



Jeffrey Brennan
Compliance Assistance Section
Bureau of Safe Drinking Water

cc: (via email)

Central Bureau of Water Compliance and Enforcement
David J Misiolek, Licensed Operator, david.misiolek@hopewellboro-nj.us
Nicole Dickey, Bureau of Safe Drinking Water
Heather Carson, Bureau of Safe Drinking Water
Cory Stevenson, Bureau of Water System Engineering



M² Associates Inc

Providers of Geologic, Environmental, & Groundwater Consulting Services

May 8, 2023

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

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

Dear Mr. Wilson:

On August 4, 2022, in response to the July 7, 2022 "Notice of Non-Compliance-Perfluorooctanesulfonic acid (PFOS) MCL Exceeded", Hopewell Borough Water Department submitted a "Remedial Measures Report" to NJDEP-Bureau of Safe Drinking Water. In accordance with the milestones, Hopewell Borough, M² Associates Inc., and Ferriero Engineering prepared conceptual plans and developed engineering assessments with the expectation that an application for a "Permit to Construct" a treatment system within the existing building at Well 4 could be submitted on or before December 31, 2022.

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

3rd quarter 2021 = 12 ng/l

4th quarter 2021 = 15 ng/l

1st quarter 2022 = 14 ng/l

2nd quarter 2022 = 13 ng/l

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

3rd quarter 2022 = 10 ng/l

4th quarter 2022 = 12 ng/l

1st quarter 2023 = 11 ng/l

2nd quarter 2023 = 11 ng/l.



2

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

Although the one-year running average in July 2022 was equal to 13 ng/l, the Borough requested M² Associates and Ferriero Engineering to develop plans for a treatment system that could be installed within the pumphouse at Well 4. Those conceptual plans were prepared but because the third quarter 2022 results further lowered the one-year running average, the Borough requested a temporary hold on treatment system design. The intent was to evaluate additional analytical data for water samples collected from Well 4 and if those results indicated an increase in PFOS concentrations, the system design could be quickly completed and an application for a "Permit to Construct" submitted to NJDEP-Bureau of Water Systems Engineering.

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

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

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

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

Respectfully submitted,
M² Associates Inc.

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

Matthew J. Mulhall, P.G.

BWSE-40
3/2018



Office Use Only

Reviewed by:

Date:

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

REMEDIAL MEASURES REPORT FORM

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

1. General Information

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

2. Remedial Measures (Proposed and/or Completed)

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

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

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


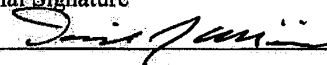
3. Milestones:

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

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

4. Certification

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

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



State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

SHAWN M. LATOURETTE
Commissioner

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

August 4, 2023

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

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

Dear David Misiolek:

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

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

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

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

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

Sincerely,

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

Jeffrey Brennan
Compliance Assistance Section
Bureau of Safe Drinking Water

cc: (via email)

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



State of New Jersey

PHILIP D. MURPHY
GOVERNOR

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Mail Code 401-04Q

SHAWN M. LATOURETTE
COMMISSIONER

TAHESHA L. WAY
LT. GOVERNOR

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

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

September 14, 2023

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

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

Dear David Misiolek:

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

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Wilson".

Matthew Wilson, Bureau Chief
Bureau of Safe Drinking Water

Enclosure

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



PHILIP D. MURPHY
GOVERNOR

TAHESHA L. WAY
LT. GOVERNOR

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

SHAWN M. LATOURETTE
COMMISSIONER

NOTICE OF NON-COMPLIANCE

EA ID #: PEA230002 - 1105001

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

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

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

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

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

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

- a. Initial public notice must be completed as soon as practical but no later than thirty (30) calendar days after the system learns of the violation; therefore, public notice is due within 30 calendar days of the date of this Notice.
 - b. Ongoing public notice, updated to reflect the most recent actions that will be, or have been taken, must continue to be completed every three (3) months, from the previous public notice issuance date, for the same situation until compliance has been achieved.
2. Submit to the Bureau a representative copy(s) of each completed public notice that was distributed, posted, or otherwise made available to the persons served by your water system within ten (10) calendar days of completing the public notice requirements. In addition, you must submit a completed *Public Notification Certification Form DEP_10-F_00008.1* in accordance with 40 CFR 141.31(d). The Public Notification Certification Form is available on our webpage at <https://www.state.nj.us/dep/watersupply/pdf/bsdsw53.pdf>.

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

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

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

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



Signature: _____ Date: September 14, 2023

Appendix N

Pending Litigation

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

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

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

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

See attached documents.

LEGAL SERVICES AGREEMENT

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

applicable statute of limitations requirements.

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

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

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

A. Calculation of Contingent Fee

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

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

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

B. Definitions

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

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

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

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

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

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

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

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

8. COSTS AND EXPENSES.

A. General

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

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

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

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

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

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

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

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follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreed to by:

Date:

7/1/2024

CLIENT: HOPEWELL BOROUGH


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

Signature

ATTORNEYS



Scott Summy, Baron & Budd, P.C.



Phil Cossich, Cossich, Sunich, Parsiola & Taylor LLC

**Borough of Hopewell, New Jersey's
Water Distribution System**

**Fair Market Value Appraisal Report
As of January 1, 2025
for
New Jersey American Water Company**

**WADS Consultants
Weinert Appraisal and Depreciation Services, LLC
8555 West Forest Home Avenue Suite 201
Greenfield, Wisconsin 53228
Office: 414-529-5755
Cell: 414-698-8371
E-Mail: weinertj@auswest.net**

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- MARKET APPROACH (TAB)
- COST INDICES
- DEPRECIATION & OBSOLESCENCE
- COST OF CAPITAL / REQUIRED RETURN
- VALUE LINE INVESTMENT SURVEY & SELECTED YEILDS
- HOPEWELL FINANCIALS
- SUPPORT DATA
 - WATER SYSTEME VALUATION REPORT BORUGH OF HOPEWELL MARCH 28, 204
 - AUTHORED BY PHOENIX ADVISORS, LLC
 - ASSET MANAGEMENT PLAN 2024 PREPARED FOR HOPEWELL WATER
 - DEPARTMENT PREPARED BY BOSWELL ENGINEERING
 - ASSET PURCHASE AGREEMENTHOPEWELL NEW JERSEY AND NEW JERSEY
 - AMERICAN WATER COMPANY

March 29, 2025

New Jersey American Water
Camden, New Jersey

WADS Consultants
Weinert Appraisal and Depreciation
Services, LLC

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RE: Fair Market Value Appraisal of the Borough of Hopewell, NJ's Water Systems

Enclosed is WADS Consultants' fair market value appraisal results for our appraisal of the Borough of Hopewell, NJ's Water Systems as of January 1, 2025, prepared for New Jersey American Water. The report was prepared based on the 2025 Uniform Standards of Professional Practices (USPAP) and is intended to meet the criteria established by that portion of Title 58 of the New Jersey Revised Statutes (NJ RS) known as the "Water Infrastructure Protection Act" (hereafter referred to as WIPA") regarding the valuation of water and/or wastewater assets. The intended users of this appraisal are New Jersey American Water and the New Jersey Board of Public Utilities (NJ BPU).

Based on our appraisal the Fair Market Value of Borough of Hopewell, NJ's water distribution systems' property, plant, and equipment operating as rate regulated utilities is \$6,422,881 determined based on the cost, income, and market approaches to value, as detailed in the following table:

New Jersey American Water Company
Hopewell Water System
Water Distribution System
Investor-Owned Utility Under WIPA
As of January 1, 2025

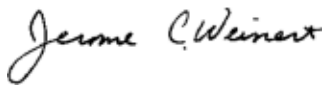
Fair Market Value Appraisal

Appraisal Approach	Investor-owned Utility	Weight	Wtd Valuation Indications																																																																																								
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As the purpose of this appraisal was to fulfill the requirements of WIPA in the establishment of value for rate making of the Borough of Hopewell, NJ's water system property, plant, and equipment the appraisal's conclusion of \$6,422,881 is consistent with the purpose of this appraisal.

Respectfully Submitted,
WADS Consultants
March 29, 2025

By:


Jerome C. Weinert, ASA, P.E., CDP Principal and Owner

ASA: Accredited Senior Appraiser in the Machinery and Equipment (Public Utilities) discipline
of the American Society of Appraisers
P.E.: Registered Professional Engineer State of Wisconsin
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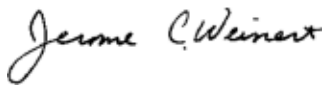
APPRAISAL CERTIFICATION
for the Fair Market Appraisal of
The Borough of Hopewell, NJ's Water Distribution System
As of January 1, 2025
Prepared for
New Jersey American Water Company

WADS Consultants, certifies that, to the best of its knowledge and belief:

- The statements of fact contained in this report are true and correct.
- Over the last three-year period, WADS Consultants has not appraised these properties.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Neither WADS Consultants nor its professional staff has any present or prospective interest in the property that is the subject of this report and has no personal interest with respect to the parties involved.
- Neither WADS Consultants nor its professional staff has any bias with respect to the property that is the subject of this report or to the parties involved.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice 2025 Edition.
- The signers of this report have not made a personal inspection of the property that is the subject of this report. Much of the property being appraised is underground and could not be observed; rather than relying on physical inspections to observe the condition of the property reliance was placed on the property's age and its expected service life.
- Boswell Engineering prepared the inventory and replacement cost, no other individuals provided any significant professional assistance to the persons signing this report.

WADS Consultants
March 29, 2025

By:


Jerome C. Weinert, ASA, P.E., CDP Principal and Director

ASA: Accredited Senior Appraiser in the Machinery and Equipment (Public Utilities) discipline
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PURPOSE AND SCOPE OF WORK

Enclosed is WADS Consultants' fair market value appraisal results for our appraisal of the Borough of Hopewell, NJ's water distribution systems (System) as of January 1, 2025, prepared for New Jersey American Water Company. The report was prepared based on the 2025 Uniform Standards of Professional Practices (USPAP) and is intended to meet the criteria established by that portion of Title 58 of the New Jersey Revised Statutes (NJ RS) known as the "Water Infrastructure Protection Act" (hereafter referred to as WIPA) regarding the valuation of water and/or wastewater assets. The intended users of this appraisal are New Jersey American Water and the New Jersey Board of Public Utilities (NJ BPU).

The value established in this appraisal was based on the definition of Market Value as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress." The Appraisal of Real Estate, 14th Edition, page 58.

In conducting this appraisal, we utilized several sources of data:

- ☐ Water System Evaluation Report Borough of Hopewell March 28, 2024, prepared by Phoenix Advisors, LLC
- ☐ Asset Management Plan 2024 Report for the Borough of Hopewell prepared by Boswell Engineering
- ☐ The Borough of Hopewell annual financials and budgets for 2021-2024
- ☐ The Handy-Whitman (water industry) Index of Public Utilities Construction Costs for northeastern United States, AUS Consultant General Plant Cost Indexes for the period 1912 through January 1, 2025.

In preparing this fair market value appraisal of the Systems' property, plant and equipment, and its operations: the cost, income, and market approaches to value were considered. A detailed

explanation of each approach to value is included below in the section “Appraisal Procedures and Results”

WATER/WASTEWATER INDUSTRY NATIONALLY AND IN NEW JERSEY
AND
BOROUGH OF HOPEWELL, NJ’S WATER DISTRIBUTION SYSTEM FACILITIES

Water/wastewater Industry

The water and wastewater industry in the United States consists of both municipal authorities and investor-owned companies. Of the investor owned there are nine which are large enough to be tracked by Value Line Investment Surveys, of which, two are major players in the northeast portion of the United States, American Water Works Company, Inc. and Aqua America, Inc. (on February 3, 2020, Aqua’s name changed to Essential Utilities, Inc.) Also serving the northeast portion of the US is Veolia (formerly Suez) which serves NJ and NY. American and Aqua have been particularly active in the acquisition of municipal water and wastewater systems.

New Jersey Water / Wastewater Industry

The water and wastewater industry in New Jersey also consists of both municipal and investor-owned systems. Over last several years the need for infrastructure improvements has led the New Jersey legislature to pass legislation facilitating the acquisition of municipal water and/or wastewater systems by private investor-owned rate regulated companies such as American Water and Aqua America. The purpose of this appraisal was to fulfill the requirements of WIPA in the establishment of fair market value for rate making of the Borough of Hopewell, NJ’s water distribution systems’ property, plant and equipment. As the cost approach work papers detail our value conclusion by National Association of Regulatory Utility Commissioners’ (NARUC) Uniform System of Accounts (USOA) for the water and wastewater industry account classifications and the installation year of the property this detail can be used to allocate the appraisal conclusion to establish the booked value for future accounting and rate making.

Borough of Hopewell, NJ (NJ)'s Water Distribution System Facilities,¹

2.3 General System Description

The borough's water is supplied to the system from production well # 4 located at the intersection of Louellen Street (Mercer County Route 518) and Model Avenue. The well output is approximately 95 GPM. The maximum daily output is 0.144 MG. This range can change due to fluctuations in static well levels that are affected by precipitation. The well has two bubbler units that remove a low level volatile organic compound PCE. The well pumps directly into the primary treatment unit then into the secondary unit. Air pressure is created by two blower motors in an isolated room. This air pressure is forced through injector tubes internally mounted in the treatment units. The air pressure agitates the water passing through the units and removes the VOC through a vent located on the upper right side of the building. The treated water spills into two, 6 inch diameter PVC pipes that lead to a 2,000 gallon clear well. The treated water is pumped from the clear well by a booster pump located in the well house. Zinc Orthophosphate is injected for corrosion control. The water is disinfected with 12% sodium hypochlorite solution. This is the final process before the treated water enters the distribution system.

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

The system supplies water to the Borough and small number of Township residents surrounding the Borough. The distribution system consists of galvanized, cast iron and ductile iron pipe. There is approximately 10.5 miles of pipe with sizes ranging from 2, 3, 4, 6, and 8 inch diameter. There are 77 fire hydrants and 224 isolation valves. There are 764 total service connections (726 Borough, 38 Hopewell Township). The Borough has no future plans for further expansion into the

¹ Extracted from the Asset Management Plan 2024 Boswell Engineering page 5-6.

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

APPRAISAL PROCEDURES AND RESULTS

Enclosed is WADS Consultants' fair market value appraisal results for our appraisal of the Borough of Hopewell, NJ's Water Distribution System as of January 1, 2025, prepared for New Jersey American Water Company. The report was prepared based on the 2025 Uniform Standards of Professional Practices (USPAP) and is intended to meet the criteria established by that portion of Title 58 of the New Jersey Revised Statutes (NJ RS) known as the "Water Infrastructure Protection Act" (hereafter referred to as WIPA") regarding the valuation of water and/or wastewater assets. The intended users of this appraisal are New Jersey American Water and the New Jersey Board of Public Utilities (NJ BPU).

The value established in this appraisal was based on the definition of Market Value as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress." The Appraisal of Real Estate, 14th Edition, page 58.

In arriving at our opinion of value of the Systems' property, plant, and equipment as it is operated as an investor-owned rate regulated utility the cost, income, and market approaches to value were considered.

Cost Approach - The philosophy in the cost approach to value is that the maximum value of a property's tangible assets is established by the cost to acquire or build a similar property. In this appraisal, the cost approach to value was analyzed using reproduction/replacement cost approach.

Reproduction cost and replacement cost are defined as:

Reproduction cost – "Reproduction cost is the estimated cost to construct, as of the effective appraisal date, an exact duplicate or replica of the building [property] being appraised, insofar as possible, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all the

deficiencies, super-adequacies, and obsolescence of the subject improvements [property].”²

Replacement cost – “Replacement cost is the estimated cost to construct, as of the effective appraisal date, a substitute for the building [property] being appraised using contemporary materials, standards, design and layout. When this cost basis is used, some existing obsolescence in the property may be cured. Replacement cost may be the only alternative if reproduction cost cannot be estimated”³

In the water and wastewater industry the property’s reproduction costs and replacement costs are quite similar for most categories of water and wastewater plant with the possible exception of mains. In this appraisal we have analyzed the installed cost of mains of varying materials and sizes (diameters) in order to develop a replacement cost factors to apply to the reproduction cost of the non-plastic mains such as ductile and cast-iron mains and vitrified clay mains in order to estimate the replacement cost new of those mains using plastic pipe materials.

Replacement Cost New - The inventory – unit cost method was utilized in preparing the replacement cost new. Boswell Engineering developed an inventory of the water system by type of property (NARUC Account), material, size and quantity. Next, they developed unit costs for the material units of the inventory including the material cost and their installation costs and overhead cost and contractor profits. When these unit costs are applied to the inventory the replacement cost new of the water system as developed as follows:

² The Appraisal of Real Estate, 14th Edition. pages 569-570

³ Ibid, page 570

**Hopewell Water System
Water Distribution System
Investor-Owned Utility Under WIPA
As of January 1, 2025**

Account	Account Description	Quantity	Unit Cost	Cost New
331.1	Mains	55,951		10,245,286
331.5	Valves	264		585,300
335	Hydrants	79		671,500
333	Services	764	2400	1,833,600
334	Meters	764	450	343,800
331.6	Pump Station 4	1	2000000	2,000,000
331.7	Pump Station 6	1	1000000	1,000,000
307	Well 95 GPM Max 0.144 MG	1	25400	25,400
330	Reservoir 250000 GAL	1	3000000	3,000,000
330.1	Zinc-Ortho Chamber	1	300000	300,000
	Total			20,004,886

Boswell Engineering developed replacement cost for mains, valves, and hydrants. WADS developed replacement cost for services and meters and NJAW engineering personnel developed replacement cost for Pump Stations 4 and 6, the production well, the reservoir, and the Zinc-Ortho Chamber.

When these replacement costs are applied to the inventory the Systems' replacement cost new was determined to be \$20,004,886.

Replacement Cost New Less Depreciation - The replacement cost described above reflects the cost of new property; however, Hopewell's water system property is not new and has experienced normal depreciation and potentially functional and/or economic obsolescence. These various forms of depreciation are defined as follows:

Normal depreciation/deterioration, akin to physical deterioration, is “loss in value caused by wear, tear, age and use.”⁴

Functional obsolescence is “the loss in value or usefulness of a property caused by inefficiencies or inadequacies of the property itself, when compared to a more efficient or less costly replacement property that new technology has developed.”⁵

Economic, or external, obsolescence is defined as “a loss in value caused by factors outside a property”⁶ and is most often indicated by insufficient earning.

Based on our experience in regard to water and wastewater depreciation studies and our analysis of Hopewell’s water systems’ operating performance; we found that the Hopewell’s water utility’s property experiences normal depreciation but not any significant functional obsolescence; economic obsolescence is best evaluated after the results of the income and market approaches to values are determined (see Cost Approach Revisited).

The service lives used in the depreciation and functional obsolescence calculations were developed based on the property and its use, WADS Consultants’ experience in developing depreciation studies for the water and wastewater industries and the depreciation studies filed with New Jersey American Water Company (NJAWC) rate cases. With its recent rate case filings NJAWC filed depreciation studies in support of their depreciation service lives and associated depreciation expenses contained within their revenue requirements. The depreciation studies were prepared by Gannett Fleming Rate Consultants a recognized firm in the depreciation consulting area. WADS Consultants has reviewed the NJAWC study which is summarized in the following table:

⁴ The Dictionary of Real Estate Appraisal, 4th Edition.

⁵ Valuing Machinery and Equipment: The Fundamentals of Appraising Machinery and Technical Assets, Second Edition. Page 67.

⁶ The Appraisal of Real Estate, 13th Edition, page 442.

New Jersey American Water Company
Depreciation Parameters¹
As of December 31, 2016

Industry	NIAWC Account	Account Description	Survival and Retirement Characteristics	Service Life	Industry	AUS Account	AUS Account Description	Costing Trend Factors	COR Factor	Survival and Retirement Characteristics	Service Life
Water	303.0	Land and Land Rights									
Water	303.2	Supply Land & Land Right	Non-Depreciable	N/A							
Water	303.3	Pumping Land & Land Right	Non-Depreciable	N/A							
Water	303.4	Treatment Land & Land Right	Non-Depreciable	N/A							
Water	303.5	Transmission & Distribution Land & Land Right	Non-Depreciable	N/A							
Water	303.6	General Land & Land Right	Non-Depreciable	N/A							
Water	304.0	Structures and Improvements (Str & Imp)									
Water	304.1	Source of Supply Str & Imp	R2.0	60							
Water	304.2	Pumping Str & Imp	S1.0	75	Water	304.2	Water Treatment & Wells Improvements	HW-117	1.000	R4.0	45
Water	304.3	Treatment Str & Imp	S1.0	75	Water	304.3	Water Treatment & Wells Structures	HW-117	1.000	R4.0	45
Water	304.4	Transmission & Distribution Str & Imp	R1.5	50	Wastewater	354.3	Wastewater Str & Imp - Pumping	HW-18	1.000	R4.0	45
Water	304.5	General Str & Imp	R1.5	35							
Water	304.6	Office Str & Imp	R1.0	50							
Water	304.7	Store, Shop, & Garage Str & Imp	R2.5	50							
Water	304.8	Miscellaneous Str & Imp	S1.5	40							
Water	305	Collecting & Impounding Reservoirs	R3.0	90							
Water	306	Lake, River, & Other Intakes	R3.0	55							
Water	307	Wells & Springs	R1.5	50							
Water	308	Infiltration Galleries & Tunnels	R2.5	70							
Water	309	Supply Mains	S1.5	85	Water	309.2	WTP Services	HW-139	1.000	R4.0	45
Water	310	Power Generating Equipment	R3.0	45							
Water	310.2	Other Power Generation Equipment	R2.5	25							
Water	311	Pumping Equipment									
Water	311.2	Electric Pumping Eqp	R1.5	43	Water	311.2	Pumping Equipment	HW-19	1.000	R4.0	30
Water	311.3	Diesel Pumping Eqp	R1.5	43	Wastewater	371.3	Pumping Equipment	HW-19	1.000	R4.0	30
Water	311.4	Hydraulic Pumping Eqp	R1.5	43	Wastewater	355.2	Generating Equipment & Controls	USBS4	1.000	R4.0	35
Water	311.5	Other Pumping Eqp	R1.5	43							
Water	320	Water Treatment									
Water	320.1	Structures & Improvements	S0.0	60	Water	320.3	Water Treatment Equipment (WTP)	HW-116	1.000	R4.0	30
Water	320.2	Filter Media	S1.0	9							
Water	330	Distribution Reservoirs & Standpipes	R2.5	70	Water	330.4	Elevated Tanks	HW-123	1.000	R4.0	45
Water	331	Mains			Water	331.4	Distribution - Mains	HW-135	0.650-1.000	R4.0	60
Water	331.01	Other Mains	R2.5	120	Water	331.41	Distribution - Valves	HW-135	1.000	R4.0	60
Water	331.1	4 inch & less Mains	R2.5	120	Wastewater	360.3	Collection Mains - Force	HW-135	0.650-1.000	R4.0	60
Water	331.2	6 inch to 8 inch Mains	R2.5	120	Wastewater	361.2	Collection Mains - Gravity	HW-135	0.650-1.000	R4.0	60
Water	331.3	10 inch to 16 inch	R2.5	120	Wastewater	361.2	Collection Mains - Gravity - Manholes	HW-145	1.000	R4.0	60
Water	331.4	18 inch & greater Mains	R2.5	120							
Water	332	Fire Mains	R2.0	70							
Water	333	Services	R2.5	75	Water	333.4	Services	HW-139	1.000	R4.0	35
Water	334	Meter Installations & Vaults	R3.0	20							
Water	334.1	Meters	S1.0	15							
Water	335	Fire Hydrants	R3.0	70	Water	335.4	Hydrants	HW-142	1.000	R4.0	35
Water	336	Backflow Preventers	S2.5	40							

Note: 1 New Jersey American Water Company
2016 Depreciation Study
As of December 31, 2016
Prepared by:
Gannett Fleming Valuation and Rate Consultants, LLC

Normal Depreciation – The extent of the normal depreciation in the property was evaluated using age-life depreciation techniques. In age-life depreciation, the property's depreciation or condition is estimated using the following formulas:

$$\text{Depreciation (\%)} = \frac{\text{Age (years)} \times 100\%}{\text{Service Life (years)}}$$

$$\text{Condition (\%)} = \frac{\text{Remaining Life (years)} \times (100\%)}{\text{Service Life (years)}}$$

where: the property's Service Life = Age + Remaining Life and
Remaining Life = f(Survival Characteristic, Service Life, and Age)

The above depreciation lives are used to quantify the property's depreciation; when that depreciation is applied to the replacement cost new (COR) of \$2,659,679 the resultant COR less normal depreciation (CORLD) was found to be \$898,152 detailed as follows:

Hopewell Water System									
Water Distribution System									
Investor-Owned Utility Under WIPA									
As of January 1, 2025									
Account	Account Description	Quantity	Unit Cost	Cost New	Wtd Age	Wtd Remaining Life	Wtd Total Life	Wtd Condition	Cost less Depreciation
331.1	Mains	55,951		10,245,286	57.7	118.9	118.9	51.35%	5,260,506
331.5	Valves	264		585,300	48.4	57.7	156.7	34.69%	203,050
335	Hydrants	79		671,500	35.7	43.5	79.2	56.28%	377,891
333	Services	764	2400	1,833,600	57.7	42.3	100.0	42.30%	775,613
334	Meters	764	450	343,800	10.0	15.00	25.00	60.00%	206,280
331.6	Pump Station 4	1	2000000	2,000,000	24.0	26.0	50.0	52.00%	1,040,000
331.7	Pump Station 6	1	1000000	1,000,000	27.0	3.0	30.0	10.00%	100,000
307	Well 95 GPM Max 0.144 MG	1	25400	25,400	24.0	26.0	50.0	52.00%	13,208
330	Reservoir 250000 GAL	1	3000000	3,000,000	112.0	8.0	120.0	6.67%	200,100
330.1	Zinc-Ortho Chamber	1	300000	300,000	12	38	50	76.00%	228,000
	Total			20,004,886	58.4	72.7	103.1	42.01%	8,404,648

The preliminary cost approach to value of the Borough of Hopewell, NJ's water distribution system property was found to \$8,404,648.

Income Approach

The income approach to value establishes the value of the property based on its economic returns. There are two generally accepted procedures in performing an income analysis: the direct capitalization of anticipated income, and the discounted cash flow procedures.

In the direct capitalization approach, anticipated earnings are capitalized directly into value using a market-required capitalization rate. The Hopewell's water distribution systems' operations will be moving from a municipal operation, wherein economic returns are not the primary objective of the operation to a private (investor owned) rate regulated water and sewer utility operation in which economic returns are one of the objectives of the operation; therefore, the direct capitalization of earnings approach was not utilized in this appraisal.

In the discounted cash flow (DCF) approach, the property's economic returns are forecast for future periods. The cash flows (debt-free after-tax net cash flows) from operations are discounted to the appraisal date using a market derived discount rate resulting in the DCF approach's income indicator of value. Use of the DCF approach allows the appraiser to address the property's historical operating experience and its migration, in future periods, to an operation as a rate regulated income taxed (local, state, and federal) operation; thus, making the DCF approach preferable in this case.

The following table presents the results of the discounted cash flow analysis:

New Jersey American Water Company													
Hopewell Water System													
Water Distribution System													
Potential Purchaser: Investor-Owned Utility													
As of January 1, 2025													
Discounted Cash Flow Analysis													
Discount Rate:			8.04%										
Capitalization Rate:			4.86%										
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Period	Age	Revenues	O&M Expenses	Tax Depreciation	Cash Flow from Operations	Taxable Income before State & Federal Taxes	State and Federal Taxes @ 28.11%	Capital Expenditures	Change in Working Capital	Net Cash Flows	Period Present Worth Factor (PW)	PW of Cashflow	Accumulated PW of Cashflows
					(3)-(4)	(6)-(5)	(7) *28.11%			(3)-(4)-(8)-(9)-(10)		(11)*(12)	Sum (13)
1	0.5	765,792	578,113	283,811	187,679	96,132	27,023	737,664	4,595	(527,557)	0.962	(507,510)	(507,510)
2	1.5	953,411	595,456	315,686	357,955	42,269	11,882	787,168	10,131	(451,226)	0.88	(401,591)	(909,101)
3	2.5	1,310,940	613,320	351,867	697,620	345,753	97,191	840,170	19,307	(259,048)	0.824	(213,456)	(1,122,557)
4	3.5	1,605,902	631,720	392,817	974,182	581,365	163,422	896,983	15,928	(102,151)	0.763	(77,941)	(1,200,498)
5	4.5	1,806,640	650,672	439,046	1,155,968	716,922	201,527	957,887	10,839	(14,285)	0.706	(10,085)	(1,210,583)
6	5.5	1,951,171	670,192	491,107	1,280,979	789,872	222,033	1,023,174	7,805	27,967	0.654	18,290	(1,192,293)
7	6.5	1,990,194	690,298	444,216	1,299,896	855,680	240,532	716,704	2,107	340,553	0.605	206,035	(986,258)
8	7.5	2,089,704	711,007	480,916	1,378,697	897,781	252,366	748,143	5,374	372,814	0.560	208,776	(777,482)
9	8.5	2,256,880	732,337	520,593	1,524,543	1,003,950	282,210	781,054	9,027	452,252	0.518	234,267	(543,215)
10	9.5	2,369,724	754,307	563,446	1,615,417	1,051,971	295,709	815,508	6,094	498,106	0.480	239,091	(304,124)
11	10.5	2,417,118	776,936	609,692	1,640,182	1,030,490	289,671	851,581	2,559	496,371	0.444	220,389	(83,735)
12	11.5	2,537,974	800,244	659,555	1,737,730	1,078,175	303,075	889,344	6,527	538,784	0.411	221,440	137,705
13	12.5	2,588,733	824,251	713,280	1,764,482	1,051,202	295,493	928,885	2,740	537,364	0.380	204,198	341,903
14	13.5	2,718,170	848,979	771,120	1,869,191	1,098,071	308,668	970,280	6,991	583,252	0.352	205,305	547,208
15	14.5	2,772,533	874,448	833,349	1,898,085	1,064,736	299,297	1,013,622	2,935	582,231	0.326	189,807	737,015
16	15.5	2,911,160	900,681	393,722	2,010,479	1,616,757	454,470	267,546	7,486	1,280,977	0.302	386,855	1,123,870
17	16.5	2,969,383	927,701	403,087	2,041,682	1,638,595	460,609	269,553	3,143	1,308,377	0.275	365,037	1,488,907
18	17.5	3,117,852	955,532	412,602	2,162,320	1,749,718	491,846	271,576	8,018	1,390,880	0.258	358,847	1,847,754
19	18.5	3,180,209	984,198	422,268	2,196,011	1,773,743	498,599	273,612	3,368	1,420,432	0.239	339,483	2,187,237
20 and beyond	19.5	3,339,219	1,013,724	432,091	2,325,495	1,893,404	532,236	275,664	8,586	1,509,009	2.745	4,148,266	6,335,503
Age				19.5				14,316,118					
PW(Age) = 1/(1+Discount Rate) ^{Age}				0.221				Net Plant		9,627,258			
PW to Perpetuity = 1/Capitalization Rate				12.438				ADIT		324,358			
PW (20and Beyond) = PW to Perpetuity * PW Factor _(19.5)				2.745				Rate Base		9,951,616	0.221	2,199,307	4,386,544
								Annual Plant Construction Inflation Rate		0.0422	input		
								Plant Inflation over 19.5 years		22,746,521	0.221	5,026,981	7,214,218
								PP	6,400,000				
								OCLD	2,437,124				
								PP/OCLD	2.626				
								RCNLD	8,404,648				
								RCNLD/PP	1.31322625				
										13,068,723.35	0.221	2,888,188	5,075,425
								Average					5,752,923

Finally, the resultant cash flows from future period operations of the System were discounted to the appraisal date using a market derived discount rate for a public investor-owned water/wastewater utility. The following table details the market discount rate developed using the weighted average cost of capital (WACC) of the market debt and equity:

Water and Wastewater Cost of Capital
First Quarter 2025 (01-01-2025)

As an Investor-Owned Utility

Weighted Cost of Capital (Discount Rate)

(1)	(2)	(2a)	(3)	(3a)	(4)	(4a)	(5)
	Portion of Capital AUS Input	Type of Data	Capital Cost AUS Input	Type of Data	Tax Rate	Tax effect on cost of capital	After-tax Market Capital Cost (2)*(3)*(4a)
Debt	37%	Market	6.39%	Market	28.11%	71.89%	1.70%
Equity	63%	Market	10.06%	Market	0.0%	100.0%	6.34%
Total Capital r	100.0%						8.04%
Growth (g)							3.03%
Rate without Growth: $[(1+r)/(1+g)]-1$							4.86%

Based on the above-described discounted cash flow analysis, the Income Approach to value of the Systems' property operating as a rate regulated utility under the regulation of the New Jersey Board of Public Utilities (NJ BPU) was determined to be \$6,335,503.

Market Approach

The market or comparable sales approach to value looks to market sales of comparable properties in order to arrive at value. In this appraisal, the market approach was addressed from a comparable sales approach of water and wastewater systems with similar characteristics as the Borough of Hopewell, NJ's water distribution property and operation.

Market Sales – In the comparable sale market approach, the sales of municipal water and wastewater systems to investor-owned water/wastewater utilities were used to provide comparability to municipal properties moving to rate regulated properties under a fair market value law similar to WIPA. The following sales were considered:

Hopewell Water System											
Water Distribution System											
Investor-Owned Utility Under WIPA											
As of January 1, 2025											
	Saddle River Borough	Somerville Borough	Bound Brook Borough	Allendale Borough	Manville Borough	Egg Harbor City	Long Hill Township	Mt. Ephraim Township	West Milford Township	City of Salem	Haddonfield Borough
Industry	Water	Sewer	Sewer	Water	Sewer	Water/Sewer	Sewer	Sewer	Water/Sewer	Water/Sewer	Water/Sewer
Year	2021	2021	2021	2020	2022					6/25/2024	
Fixed Capital	2,298,934	3,549,878		8,437,030	264,988					17,000,000	
Revenues	695,118	3,399,705	1,600,000	2,292,694	2,215,689	2,079,000	2,204,800			2,300,000	3,677,000
Expenditures	553,575	3,099,453	1,305,436	2,094,866	1,861,130	1,048,000	1,295,000			2,090,000	1,634,000
Excess in Operations	141,542	300,252	294,564	197,828	354,559	1,031,000	909,800	-	-	210,000	2,043,000
Year of Bid	2022	2022	2022	2021	2023	2021	2019	2019	2018	2024	2015
Bid	3,700,000	7,000,000	5,000,000	18,000,000	6,500,000	21,800,000	12,700,000	1,400,000	12,600,000	18,000,000	28,675,000
Purchaser		NJAW	NJAW	Veolia/Suez		NJAW	NJAW			NJAW	NJAW
Type of Acquisition										OCLD	
Assets Miles		35	25	44		52	57			38	66
Customers	500	3,500	3,000	2500	4200	3000	2800	1800	1760	4618	4554
Revenues	590,000	3,549,878	1,600,000	2,000,000	1,900,000	2,079,000	2,204,800	225,000	1,800,000	2,300,000	3,677,000
Price Per Customer	7,400.00	2,000.00	1,666.67	7,200.00	1,547.62	7,266.67	4,535.71	777.78	7,159.09	3,897.79	6,296.66
Price to Fixed Capital	1.61	1.97		2.13	24.53						
Price per Revenues	6.27	1.97	3.13	9.00	3.42	10.49	5.76	6.22	7.00	7.83	7.80
Price per Operating EBI	26.14	23.31	16.97	90.99	18.33	21.14	13.96			85.71	14.04

The following table extracted from the above data were used in in the Hopewell's Market Approach:

Hopewell Water System						
Water Distribution System						
Investor-Owned Utility Under WIPA						
As of January 1, 2025						
	Market Sales Indicators					
	Water	Sewer	Water/Sewer		Hopewell Parameters	Indicated Market Value
Price Per Customer	7,300.00	2,105.56	6,155.05		850	6,205,000.00
Price to Fixed Capital	1.87	13.25			3,669,026	6,861,078.62
Price per Revenues	7.64	4.10	8.28		680,704	5,197,175.04
Price per Operating EBITDA	58.57	18.14	40.30		119,429	6,994,359.39
Mean						6,314,403.26
Median						6,533,039.31
Market Approach Conclusion						6,533,000.00

The market approach conclusion of this appraisal was determined to be \$6,533,000.

Cost Approach Revisited

Before concluding this appraisal's fair market value, the preliminary cost approach conclusion of \$8,404,648 needs to be reviewed in light of the above-described income and market analyses in order to evaluate if external obsolescence exists in the preliminary replacement cost new less depreciation conclusion. The appraisal literature in regard to developing a cost approach states:

“The last step in the implementation of the cost approach is to estimate *economic obsolescence*. Economic obsolescence (sometimes called “external obsolescence”) has been previously defined as the loss in value or usefulness of a property caused by factors external to the asset. These factors include increased cost of raw materials, labor, utilities (without an offsetting increase in product price); reduced demand for the product; increased competition; environmental or other regulations; or similar factors.

The difficulty in measuring the full effect of economic obsolescence is one of the weaknesses of the cost approach. Because economic obsolescence is usually a function of outside influences that affect an entire business (i.e., all tangible and intangible assets) rather than individual assets or isolated groups of assets, it is

sometimes measured using the income approach or by using the income approach to help identify the existence of economic influences on value. However, the cost approach can be used to measure some forms of economic obsolescence.”⁷

The above-described income approach value conclusion of \$6,335,503 and the market approach conclusion of \$6,533,000 for the Borough of Hopewell’s future water systems compared to the preliminary cost approach conclusion of \$8,404,648 indicates significant external obsolescence exists in the preliminary cost approach conclusion detailed as follows:

Cost Approach	
Replacement Cost	
Tangible Assets	
Replacement Cost New (COR)	20,004,886
Depreciated Replacement Cost New (CORLD)	8,404,648
Intangible Assets	
Replacement Cost New (COR)	-
Depreciated Replacement Cost New (CORLD)	-
Total Assets	
Replacement Cost New (COR)	20,004,886
Depreciated Replacement Cost New (CORLD)	8,404,648
Economic Obsolescence (EO)	
Purchase Price (Asset Purchase Agreement)	6,400,000
Preliminary Replacement Cost	8,404,648
Economic Obsolescence (EO \$s)	(2,004,648)
EO % of Preliminary RCNLD	-23.8500%
Fair Market Value (FMV) Tangible Assets	
FMV Tangible Assets	6,400,139
FMV Intangible Assets	-
FMV Total Assets	6,400,139
	6,400,139

When the economic obsolescence factor of 23.85% is applied the previously determined preliminary cost approach of \$8,404,648 the final cost approach conclusion of \$6,400,139 was determined.

⁷ Valuing Machinery and Equipment: The Fundamentals of Appraising Machinery and Technical Assets, Second Edition, pp. 96-97.

Value Conclusion

Based on our appraisal the Fair Market Value of the Borough of Hopewell, NJ's water distribution systems' property, plant, and equipment operating as rate regulated utilities is \$6,422,881 determined based on the cost, income, and market approaches to value, as detailed in the following table:

New Jersey American Water Company					
Hopewell Water System					
Water Distribution System					
Investor-Owned Utility Under WIPA					
As of January 1, 2025					
Fair Market Value Appraisal					
Appraisal Approach	Investor-owned Utility			Weight	Wtd Valuation Indications
Cost Approach		Cost Approach			
Depreciated Original Cost (\$OCLD)		Replacement Cost			
Tangible Assets		Tangible Assets			
Original Cost (\$OC)	2,346,940	Replacement Cost New (COR)	20,004,886		
Depreciated Original Cost (\$OCLD)	1,110,383	Depreciated Replacement Cost New (CORLD)	8,404,648		
Intangible Assets		Intangible Assets			
Original Cost (\$OC)	-	Replacement Cost New (COR)	-		
Depreciated Original Cost (\$OCLD)	-	Depreciated Replacement Cost New (CORLD)	-		
Total Assets		Total Assets			
Original Cost (\$OC)	2,346,940	Replacement Cost New (COR)	20,004,886		
Depreciated Original Cost (\$OCLD)	1,110,383	Depreciated Replacement Cost New (CORLD)	8,404,648		
Economic Obsolescence (EO)		Economic Obsolescence (EO)			
Purchase Price (Asset Purchase Agreement)	6,400,000	Purchase Price (Asset Purchase Agreement)	6,400,000		
Preliminary OCLD Total Assets	1,110,383	Preliminary Replacement Cost	8,404,648		
Economic Obsolescence (EO \$s)	-	Economic Obsolescence (EO \$s)	(2,004,648)		
EO % of Preliminary OCLD	0.0000%	EO % of Preliminary RCNLD	-23.8500%		
Original Cost less depreciation (OCLD) Tangible Assets (OCLD)		Fair Market Value (FMV) Tangible Assets			
OCLD Tangible Assets	1,110,383	FMV Tangible Assets	6,400,139		
OCLD Intangible Assets	-	FMV Intangible Assets	-		
OCLD Total Assets	1,110,383	FMV Total Assets	6,400,139		
Cost Approach Conclusion			6,400,139	33.33%	2,133,380
Income Approach					
Required Rate Increases: 12% period 2, 10% period 4, 6% period 6, 3% period 8, and 3% every 2nd year beginning in period 10 (Input 6)	6,335,503				
Income Approach Conclusion	6,335,503			33.33%	2,111,834
Market Approach					
Market Comparables to:					
Fixed Assets	6,861,079				
Customers	6,205,000				
Cash Flow EBITDA Periods 1	6,994,359				
Revenues	5,197,175				
Mean	6,314,403				
Median	6,533,039				
Conclusion	6,533,000				
Market Approach Conclusion	6,533,000			33.33%	2,177,667
Appraisal Conclusion	\$ 6,422,881			100.00%	6,422,881
Conclusion (cost approach)	\$ 6,400,139				

As the purpose of this appraisal was to fulfill the requirements of WIPA in the establishment of value for rate making of the Borough of Hopewell, NJ's water system property, plant and equipment the appraisal's conclusion of \$6,422,881 is consistent with the purpose of this appraisal.

**I/M/O the Petition of New Jersey American Water Company, Inc. for
(1) Approval of its Agreement with Hopewell Borough, Mercer County, New Jersey for the
Purchase and Sale of Water System; (2) A Determination that the Purchase Price is
Reasonable; (3) A Determination that the Transaction Costs are Reasonable; and (4) For
Such Other Approvals as May Be Necessary to Complete the Proposed Transaction**

BPU Docket No. WM2503_____

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**I/M/O the Petition of New Jersey American Water Company, Inc. for
(1) Approval of its Agreement with Hopewell Borough, Mercer County, New Jersey for the
Purchase and Sale of Water System; (2) A Determination that the Purchase Price is
Reasonable; (3) A Determination that the Transaction Costs are Reasonable; and (4) For
Such Other Approvals as May Be Necessary to Complete the Proposed Transaction**

BPU Docket No. WM2503_____

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