



# CITY COUNCIL AGENDA

## SPECIAL MEETING

TUESDAY, FEBRUARY 2, 2021 – 4:30 P.M.  
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

### RESOLUTIONS

#### Finance

1. Resolution Authorizing Temporary Emergency Budget Appropriations for the Calendar Year 2021

#### Public Works

2. Resolution of the city council of the City of Camden authorizing execution of a commodity-demand regional water sales agreement with New Jersey American Water Company

### PUBLIC COMMENT

### ADJOURNMENT

**Please note summary of Public Decorum rules below.**

#### Rule XVII: Decorum

*Any person who shall disturb the peace of the Council, make impertinent or slanderous remarks or conduct himself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him to continue may be granted by a majority vote of the Council.*

*City Council meetings shall be conducted in a courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free of slander, threats of violence or the use of Council as a forum for politics. Sufficient warnings may be given by the Chair at any time during the remarks and, in the*

*event that any individual shall violate the rules of decorum heretofore set forth, the Chairperson may then cut off comment or debate. At the discretion of the Chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.*

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY BUDGET  
APPROPRIATIONS FOR THE CALENDAR FISCAL YEAR 2021**

WHEREAS, by the provisions of NJSA 40A:4-20 temporary appropriations may be made by resolution of a two-thirds majority of the Governing Body to provide for the period between the beginning of the budget year and the date of the adoption of the budget; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, County of Camden, New Jersey, pursuant to Revised Statutes 40A:4-20 concerning temporary appropriations, that there is hereby appropriated to supplement the temporary budget of the City of Camden, New Jersey, for the period February 2, 2021 until the regular budget be adopted, the following sums:

FROM TO

**OFFICE OF MAYOR**

Office of Mayor

Salaries and Wages	\$112,243.00
Other Expenses	\$52,628.00

Office of Public Defender

Salaries and Wages	
Other Expenses	\$43,313.00

Municipal Court

Salaries and Wages	\$557,720.00
Other Expenses	\$20,823.00

Planning Board

Salaries and Wages	\$2,997.00
Other Expenses	\$14,700.00

Zoning Board of Adjustments

Salaries and Wages	\$2,206.00
Other Expenses	\$11,813.00

Rooming and Boarding Board

Salaries and Wages	\$1,685.00
Other Expenses	\$0.00

Office of City Attorney

Salaries and Wages	\$261,545.00	
Other Expenses	\$212,625.00	\$582,625.00

**OFFICE OF CITY COUNCIL**

Office of City Council

Salaries and Wages	\$94,997.00
Other Expenses	\$4,057.00

Annual Audit

Other Expenses	\$72,188.00
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Office of Municipal Clerk

Salaries and Wages	\$85,445.00
Other Expenses	\$14,685.00

Municipal Clerk - Elections

Other Expenses	\$12,338.00
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Alcoholic Beverage Control Board

Salaries and Wages	\$1,611.00
Other Expenses	\$1,835.00

Division of Vital Statistics

Salaries and Wages	\$93,955.00
Other Expenses	\$2,769.00

**DEPARTMENT OF ADMINISTRATION**

Business Administrator's Office

Salaries and Wages	\$65,563.00
Other Expenses	\$81,900.00

Workmen's Compensation	
Other Expenses	\$367,500.00

Surety Bonds & Other Premiums	
Other Expenses	\$249,375.00

Utilities	
Other Expenses	\$577,500.00

Bureau of Purchasing

Salaries and Wages	\$57,467.00
Other Expenses	\$109,082.00

**DEPARTMENT OF ADMINISTRATION (Cont'd)**

Division of Personnel

Salaries and Wages	\$66,578.00
Other Expenses	\$788.00

Management Information Systems

Salaries and Wages	\$123,788.00
Other Expenses	\$183,750.00

**DEPARTMENT OF FINANCE**

Director's Office

Salaries and Wages	\$110,648.00
Other Expenses	\$78,750.00

Accounts and Controls

Salaries and Wages	\$33,229.00
Other Expenses	\$709.00

Treasurer's Office

Salaries and Wages	\$72,357.00
Other Expenses	\$1,050.00

Revenue Collections

Salaries and Wages	\$211,909.00
Other Expenses	\$134,337.00

Assessor's Office

Salaries and Wages	\$99,764.00
Other Expenses	\$63,394.00

Grants Management

Salaries and Wages	\$19,936.00
Other Expenses	\$0.00

Payroll Division

Salaries and Wages	\$74,633.00
Other Expenses	\$236.00

**DEPARTMENT OF POLICE**

Police Department

Salaries and Wages	\$22,313.00
Other Expenses	\$2,625.00

Traffic Control

Salaries and Wages	\$391,164.00	
Other Expenses	\$70,000.00	

**DEPARTMENT OF FIRE**

Division of Fire

Salaries and Wages	\$5,403,864.00	
Other Expenses	\$98,825.00	

Fire Prevention

Salaries and Wages	\$24,324.00	
Other Expenses	\$2,126.00	

**DEPARTMENT OF CODE ENFORCEMENT**

Office of the Director

Salaries and Wages	\$78,344.00	
Other Expenses	\$998.00	\$48,998.00

Animal Control

Salaries and Wages	\$0.00	
Other Expenses	\$131,250.00	

Housing Inspection

Salaries and Wages	\$157,515.00	
Other Expenses	\$10,946.00	

License Inspection

Salaries and Wages	\$85,332.00	
Other Expenses	\$7,718.00	

**DEPARTMENT OF CODE ENFORCEMENT (Cont'd)**

Construction Code

Salaries and Wages	\$246,495.00	
Other Expenses	\$8,820.00	

Office of Rent Control

Salaries and Wages	\$0.00	
Other Expenses	\$0.00	

Weights and Measure

Salaries and Wages	\$25,923.00
Other Expenses	\$788.00

**DEPARTMENT OF DEVELOPMENT & PLANNING**

Office of the Director

Salaries and Wages	\$72,024.00
Other Expenses	\$20,193.00

Division of Planning

Salaries and Wages	\$66,452.00
Other Expenses	\$59,063.00

City Properties

Salaries and Wages	\$26,318.00
Other Expenses	\$66,743.00

Housing Services

Salaries and Wages	\$72,833.00
Other Expenses	\$16,112.00

Capital Improvement & Project Mgmt.

Salaries and Wages	\$138,741.00
Other Expenses	\$173,939.00

**DEPARTMENT OF PUBLIC WORKS**

Office of the Director

Salaries and Wages	\$101,313.00
Other Expenses	\$202,206.00

Garbage and Trash Removal

Other Expenses	\$1,929,375.00
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Neighborhood District

Salaries and Wages	\$779,141.00	
Other Expenses	\$228,440.00	

Traffic Engineering

Salaries and Wages	\$77,247.00	
Other Expenses	\$13,582.00	

Parks & Open Space

Salaries and Wages	\$246,559.00	
Other Expenses	\$113,400.00	\$213,400.00

Facility Maintenance

Salaries and Wages	\$151,034.00	
Other Expenses	\$159,435.00	

Electrical Bureau

Salaries and Wages	\$71,549.00	
Other Expenses	\$19,425.00	

Fleet Maintenance

Salaries and Wages	\$173,454.00	
Other Expenses	\$237,825.00	

Street Lighting

Other Expenses	\$656,250.00	
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**DEPARTMENT OF HUMAN SERVICES**

Office of the Director

Salaries and Wages	\$96,542.00	
Other Expenses	\$93,450.00	

Office of Aging

Salaries and Wages	\$89,160.00	
Other Expenses	\$12,600.00	

Neighborhood Services

Salaries and Wages	\$73,578.00	
Other Expenses	\$13,125.00	



Recreation

Salaries and Wages	\$80,055.00
Other Expenses	\$63,788.00

Division of Youth & Family Services

Salaries and Wages	\$67,052.00
Other Expenses	\$5,381.00

**OTHER EXPENDITURES**

Business Personal Property Tax Replacement	\$40,692.00
Accumulated Absences	\$78,750.00
Group Insurance	\$6,726,003.00
General Liability Insurance	\$236,250.00
Interest on Tax Refunds	\$0.00
Prior Yr. Bill - Supermarkets of Cherry Hill	\$237.50
Prior Yr. Bill - Hoffman Equipment FY 17	\$634.70
Prior Yr. Bill - Winner Ford FY 18	\$184.90
Prior Yr. Bill - Spark Electric FY 19	\$3,589.20
Prior Yr. Bill - General Springs FY 19	\$3,000.00
Prior Yr. Bill - Hoffman Equipment FY 19	\$4,186.19

Statutory Expenditures

Social Security Program	\$490,195.00
Police and Firemen's Retirement System	\$0.00
Pension Increase	\$7,687.00
State Disability Insurance	\$6,536.00
Unemployment	\$84,000.00
PERS	\$0.00
Defined Contribution Retirement Program	\$13,125.00
Consolidated Police & Firemen's Pension	\$1,600.00

**OTHER EXPENDITURES (Cont'd)**

Matching Funds for Grants	\$0.00
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Grants:

Municipal Debt Service:

BANS & Capital Notes	\$0.00
Loan Repayment Prin & Int.	\$11,432.00
Interest on Bonds	\$163,912.00
Unsafe Structure Loan Program - Principal	\$277,712.50
Bond Principal	\$950,000.00

**WATER UTILITY APPROPRIATIONS**

Operating

Other Expenses	\$1,950,000.00	\$ 3,150,000.00
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Taxes, License & Fees \$180,000.00

Capital Improvement Fund \$0.00

Debt Service

Loan Principal \$175,000.00

Loan Interest \$119,000.00

Prior Year Bills

**SEWER UTILITY APPROPRIATIONS**

Operating

Other Expenses \$1,350,000.00

Taxes, License & Fees \$40,000.00

Capital Improvement Fund \$0.00

Debt Service:

Loan Principal \$216,000.00

Loan Interest \$130,000.00

A copy of this resolution shall be filed forthwith with the Director of New Jersey Division of Local Government Service.

On Motion Of: \_\_\_\_\_

Dated: February 2, 2021

The above has been reviewed  
And approved as to form.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
President, City Council

APPROVED: February 2, 2021

ATTEST: \_\_\_\_\_  
Municipal Clerk

**CITY OF CAMDEN**  
**CITY COUNCIL REQUEST FORM**

Council Meeting Date: February 2, 2021
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**TO:** Jason J. Asuncion, Esq., Business Administrator

**FROM:** Johanna S. Conyer Harris, Director of Finance

**Department Making Request:**

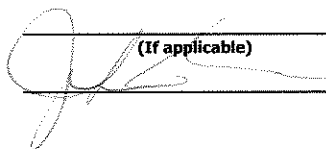
**BRIEF DESCRIPTION OF ACTION:** RESOLUTION AUTHORIZING THE TEMPORARY EMERGENCY APPROPRIATIONS FOR THE CALENDAR YEAR 2021

**BIDDING PROCESS:** COUNCIL AUTHORIZATION TO AUTHORIZE THE TEMPORARY EMERGENCY APPROPRIATIONS FOR THE CALENDAR YEAR 2021

*Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:*

**APPROPRIATION ACCOUNT(S):** *(If applicable)*

**Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)***  
*For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	1/29/21	
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	<i>(If applicable)</i>
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	_____	_____

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Johanna S. Conyer	7582
Contact Person:	Johanna S. Conyer	7582

Please note that the Contact Person is the point person for providing pertinent information regarding request.  
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

**\*\*\*\*Please attach all supporting documents\*\*\*\***

MBS  
02-02-21

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN  
AUTHORIZING EXECUTION OF A COMMODITY-DEMAND REGIONAL WATER  
SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER COMPANY**

**WHEREAS**, the City of Camden (“City”) owns an extensive potable water supply, supply, treatment and distribution system (the “System”) servicing the residents of the City; and

**WHEREAS**, the City must temporarily cease operating certain water supply components of its System to install new temporary and permanent treatment technologies; and

**WHEREAS**, while the City is installing new temporary and permanent treatment technologies, the City will need to purchase additional water supplies; and

**WHEREAS**, New Jersey-American Water Company currently has available sufficient water supplies to meet the City’s needs and is willing to sell same to the City; and

**WHEREAS**, the City and New Jersey-American wish to formalize the City’s purchase of water from New Jersey-American by reducing the terms and conditions related to the purchase and sale to writing; and

**WHEREAS**, the parties have prepared the Commodity-Demand Regional Water Sales Agreement (“Agreement”) attached hereto and made a part hereof as **Exhibit A**; and

**WHEREAS**, the term of the Agreement shall be for 10 years, which time is sufficient to allow the City to address the financing, permitting, installation and operation of the temporary and permanent treatment technologies for certain supply components of its System; now, therefore

**BE IT RESOLVED**, by the City Council of the City of Camden that it hereby authorizes and directs the Mayor to execute the Agreement in a form substantially similar to the form attached hereto as **Exhibit A**, and to take all necessary actions and execute such additional ancillary documents and agreements necessary to fully effectuate the intent of this Resolution.

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED**, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 2, 2021

The above has been reviewed  
and approved as to form.

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MICHELLE BANKS-SPEARMAN  
City Attorney

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CURTIS JENKINS  
President, City Council

ATTEST:

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LUIS PASTORIZA  
Municipal Clerk

**CITY OF CAMDEN**  
**CITY COUNCIL REQUEST FORM**

**Council Meeting Date: February 2, 2021**

**TO:** City Council

**FROM:** Jason J. Asuncion, Esq., Business Administrator

**Department Making Request:** Administration/Public Works

**TITLE OF RESOLUTION/ORDINANCE:** RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAMDEN AUTHORIZING EXECUTION OF A COMMODITY-DEMAND REGIONAL WATER SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER COMPANY

**BRIEF DESCRIPTION OF ACTION:** The City of Camden ("City") owns an extensive potable water supply, supply, treatment and distribution system (the "System") servicing certain residents of the City. The City must temporarily cease operating certain water supply components of its System to install new temporary and permanent treatment technologies. While the City is installing new temporary and permanent treatment technologies, the City will need to purchase additional water supplies. New Jersey-American Water Company ("NJACW") currently has available sufficient water supplies to meet the City's needs and is willing to sell same to the City. The City and NJAWC wish to formalize the City's purchase of water from NJAWC via a Commodity-Demand Regional Water Sales Agreement ("Agreement"). The term of the Agreement shall be for 10 years, which time is sufficient to allow the City to address the financing, permitting, installation and operation of the temporary and permanent treatment technologies for certain supply components of its System.

**BIDDING PROCESS:**

*Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:*

**APPROPRIATION ACCOUNT(S):** *(If applicable)* Not applicable

**AMOUNT:** *(If applicable)*

**Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)***

*For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance*

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	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>2/1/21</u>	<u>//Keith L. Walker</u>

Approved by Grants Management: \_\_\_\_\_ (If applicable)

**Please note that the Contact Person is the point person for providing pertinent information regarding request.**

**If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.**

**\*\*\*Please attach all supporting documents\*\*\***

Approved by Finance Director: \_\_\_\_\_

CAF –Certifications of Availability of Funds

Approved by Purchasing Agent: \_\_\_\_\_

Approved by Business Administrator: 2/1/21 //Jason J. Asuncion

Received by City Attorney: \_\_\_\_\_

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*(Name) Please Print*

*(Extension #)*

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

Contact Person: \_\_\_\_\_

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

**\*\*\*Please attach all supporting documents\*\*\***

**COMMODITY-DEMAND  
REGIONAL WATER SALES AGREEMENT**

**By and Between**

**New Jersey-American Water Company, Inc.  
And  
The City of Camden**

**Dated As of \_\_\_\_\_, 2021**



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THIS COMMODITY-DEMAND REGIONAL WATER SALES AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_ 2021 by and between New Jersey-American Water Company, Inc., a public utility corporation of the State of New Jersey with its principal office at 1 Water Street, Camden, New Jersey 08102 ("Company") and the City of Camden, Camden County, New Jersey a municipal corporation with its principal address at 520 Market Street, Camden, New Jersey 08101 ("Purchaser").

WHEREAS, the Company currently has available a sufficient supply of water and is willing to make water available to Purchaser as provided herein; and

WHEREAS, Purchaser requires bulk quantities of water as would be provided in accordance with the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereby agree as follows:

The following terms used in this contract will, unless the context clearly establishes otherwise, have the following meanings:

1. Definitions -

- A. "BPU" is the New Jersey Board of Public Utilities or any successor agency thereto.
- B. "Daily Period" is that period of twenty-four (24) hours from midnight of one day to midnight of the next day.
- C. "Effective Date" is the date that water is first delivered under the terms of this Agreement
- D. "Force Majeure" is the inability of a party to perform due to: acts of God; orders of the Government of the United States or the State of New Jersey, or any agency or instrumentality thereof; orders of Delaware River Basin Commission; acts of terrorism; insurrections; riots; epidemics; pandemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; explosions; breakage or accidents to machinery,

pipelines, dams or canals or partial or entire failure or contamination of water supply, not due to the negligence of the party claiming such occurrence as the reason for the inability to perform; arrests; civil disturbances; acts of any public enemy; and any other causes not reasonably within the control of the party claiming such inability to perform.

- E. "Initial Nomination Period" is that period of time from the Effective Date until December 31<sup>st</sup> of the year in which the Effective Date falls.
- F. "Maintenance Water" is water required by Purchaser on a temporary basis in excess of Purchaser's Nominated Demand during that period of time for which Purchaser has previously informed the Company that some portion or all of Purchaser's water production or distribution facilities will be unavailable or impaired due to the need to perform prudently scheduled maintenance activities.
- G. "MGD" is million gallons per day.
- H. "Nomination Period" is each period of twelve (12) calendar months commencing the January 1<sup>st</sup> which immediately follows the end of the Initial Nomination Period.
- I. "Nominated Demand" is, for the Initial and all other Nomination Periods hereunder, that rate of flow available at any time; (which rate of flow is subject to the approval of the New Jersey Department of Environmental Protection), expressed in increments of million gallons per day ("MGD"), either nominated by Purchaser or subsequently adjusted pursuant to Paragraph 4.C. of this Agreement. The Nominated Demand is set forth on Schedule A attached hereto, which ~~will~~ may be revised from time to time in accordance with this Agreement or as a result of NJDEP guidance or approval.
- J. "Points of Delivery" or "Point of Delivery" are those locations of Company metering facilities at which water is delivered to Purchaser. Points of Delivery for this Agreement are shown on Schedule A hereto.

2. Ownership of Facilities - The Company agrees to construct and install certain transmission, pumping and other appurtenant facilities, including without limitation, the interconnection, booster pumps, control valves and monitoring and control equipment necessary to deliver water to the Point(s) of Delivery (the "Improvements"). The Purchaser will be responsible, at its sole cost and expense, for the construction, operation, maintenance and repair of all piping and distribution system improvements necessary to manage, control and transport water from the Point of Delivery into the Purchaser's system. This Agreement shall not create or vest in Purchaser any ownership interest in, or right or title to, any part of the facilities installed, owned, operated and maintained by the Company, nor shall this Agreement create or vest in the Company any ownership interest in, or right or title to, any part of the Purchaser's facilities.
3. Delivery of Water - Company will make available to Purchaser at the Point(s) of Delivery the Nominated Demand set forth on Schedule A hereto. Notwithstanding the foregoing, the Company's obligations to Purchaser hereunder are expressly conditioned upon both the completion and placing into service the Improvements. Title to water delivered will pass to Purchaser at the Point(s) of Delivery. The flow of water will be delivered or will be taken at the Nominated Demand at a rate that is reasonably constant at all times.
4. Purchases of Water - Fixed Service, Demand and Commodity Charges - The Purchaser will begin purchasing water from the Company under the terms of this Agreement within thirty (30) days after the date the Company informs the Purchaser, in writing, that water is available under the terms of this Agreement at the Point of Delivery. The date that water is first delivered under the terms of this Agreement will be the Initial Service Delivery date (also known as the Effective Date).
- A. For water made available to the Purchaser as represented by the Nominated Demand, Purchaser will pay a monthly bill consisting of a Fixed Service Charge, a Distribution

System Improvement Charge, a Demand Charge, a Commodity Charge and a Purchased Water Adjustment Charge. The Fixed Service Charge and the Distribution System Improvement Charge will be based on the size of Purchaser's meter(s). The monthly Demand Charge will be the greater of the Purchaser's ~~Minimum~~-Nominated Demand, or the actual average day demand for the calendar month, multiplied by the demand rate as set forth in the Company's Commodity-Demand Rate Schedule, or successor rate schedule thereto. The monthly Commodity Charge will be the total volume of water delivered to Purchaser multiplied by the commodity rate as set forth in the Company's Commodity-Demand Rate Schedule, or successor rate schedule thereto. The monthly Purchased Water Adjustment Clause charge will be the greater of the ~~Minimum~~ Nominated Demand, or the actual average day demand for the calendar month, multiplied by the days in the month multiplied by the Purchased Water Adjustment Clause rate as set forth in the Company's Purchased Water Adjustment Clause rate schedule, or successor rate schedule thereto.

- B. For the Initial Nomination Period and each subsequent Nomination Period, Purchaser will, in accordance with the provisions of this Agreement, select a ~~Minimum~~-Nominated Demand that will be reserved by Company for Purchaser's use.
- C. If the actual average day quantity of water delivered to Purchaser in ~~any Daily Periods~~ given calendar month exceeds twenty percent (20%) of the Purchaser's Nominated Demand for any consecutive three-month period, then Purchaser's Nominated Demand will be increased automatically to the actual delivered quantity. Further, Purchaser's next monthly bill will include an additional charge equal to the increase in the Nominated Demand multiplied by the demand rate and by the number of months to the beginning of that calendar year. For the Initial Nomination Period, however, Purchaser's next monthly

bill will include an additional charge equal to the increase in the Nominated Demand multiplied by the demand rate and the number of months to the Effective Date.

- D. Notwithstanding the above, if Purchaser requires water in excess of its Nominated Demand by reason of Force Majeure, Purchaser must telephonically communicate such need at the earliest possible time to the Company's Plant Operator at the Delaware River Regional Water Treatment Plant in Delran, New Jersey at (856) 764-4924 (This phone number should only be used for Force Majeure and emergency events; All other phone communications concerning operations and water requests should be made to the Production Manager whose phone number will be provided to designated Purchaser's operations personnel) with subsequent written confirmation and explanation of the cause of the Force Majeure within three (3) working days to the Company's Production Manager at the address listed in Paragraph 21. Such Force Majeure will not operate to adjust Purchaser's Nominated Demand either for that calendar year or for the Nomination Period. Purchaser will continue to pay the Commodity Charge for all water delivered to Purchaser. For the Force Majeure period, Purchaser will pay the Company's General Metered Service Water Rate applicable to residential customers, or successor rate thereto, for all water delivered in excess of Purchaser's current Nominated Demand. This Paragraph 4.D. shall only apply to Force Majeure periods of less than thirty (30) days, the Company and Purchaser agree to negotiate in good faith on supplying water to Purchaser for a Force Majeure period of greater than thirty (30) days.
- E. Additionally, Purchaser may request relief from the automatic Nominated Demand adjustment provision of Paragraph 4.C. hereof for one Daily Period each year of this Agreement. In order to obtain such relief, Purchaser must notify Company in writing within two business days of that Daily Period for which Purchaser requests relief.

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Following receipt of this notice, Company will not use the Daily Period selected by Purchaser to adjust Purchaser's Nominated Demand. However, for all water delivered in excess of Purchaser's Nominated Demand for the selected Daily Period, Purchaser will be billed at Company's then approved General Metered Service Water Rate. Once Purchaser has made a Daily Period selection under this subparagraph, such selection will not be revoked or revised and Purchaser will be prohibited from making another such Daily Period selection until the following calendar year.

F. Finally, in the event of a documented major fire occurrence which causes Purchaser to exceed its then currently applicable Nominated Demand, and such occurrence is verified by Company metering and monitoring equipment, then water purchased in excess of the then currently applicable Nominated Demand will be billed at the then approved General Metered Service Water Rate and the Nominated Demand adjustment described in Paragraph 4.C. hereof will not apply.

~~G. If Purchaser has not executed Addendum 1 to this Agreement and, in the sole judgment of the Company routinely exceeds its Nominated Demand, the Company will have the right to physically limit the water delivered to the Purchaser to the Nominated Demand, and if the infrastructure does not exist to allow the Company to do so, Company has the right, at Purchaser's expense, to install such needed infrastructure.~~

5. Selection of and Revisions to Nominated Demand - Purchaser's Nominated Demand(s) are reflected on Schedule A hereto. Not later than ~~July-October~~ 1<sup>st</sup> of each calendar year within the term of this Agreement, Purchaser will notify Company in writing of requested changes to the Purchaser's Nominated Demand. Each individually requested change to Purchaser's Nominated Demand must meet a minimum threshold requirement of 0.050 MGD. In no event will Purchaser's Nominated Demand be reduced below ~~the Initial Nominated Demand~~ 0.050 MGD. If

Purchaser does not notify Company of a requested ~~increase-change~~ in Purchaser's Nominated Demand by ~~July-October~~ 1<sup>st</sup> as aforesaid, the Nominated Demand for the next succeeding Nomination Period will be the Nominated Demand applicable at the end of the previous Nomination Period, [as set forth in Schedule A](#).

6. Temporary Water Purchases for Maintenance of Facilities -

A. Subject to the terms of this Agreement, Purchaser may request to purchase Maintenance Water at the Company's General Metered Service Water Charge rate applicable to residential customers statewide (presently Rate Schedule A-2) or successor rate thereto, without impacting Purchaser's Nominated Demand, such request to be approved or denied by the Company in its sole discretion.

B. The availability of Maintenance Water is further contingent upon Purchaser's providing thirty (30) days advance written notice to Company of Purchaser's need for Maintenance Water, the date when such water will be required and the reason(s) therefore. The thirty (30) day notice requirement may be waived by Company at its discretion for good cause shown by Purchaser. If the Company agrees to provide Maintenance Water, it will supply such water on an interruptible basis as it may be available from day to day. Purchaser is obligated to inform Company in Purchaser's notice of the expected duration of the scheduled maintenance period. Purchaser will also notify Company of the end of the scheduled maintenance period twenty-four (24) hours in advance thereof. If, during the scheduled maintenance period, it appears that the scheduled maintenance period may extend for more than thirty (30) days, Purchaser will so advise Company in writing and will detail the reason(s) for such extension.

7. Billing Procedures - Meters will be read daily and bills will be rendered ~~no later than~~ approximately ten (10) days after the last day of each month. Payment will be made no later than forty-five (45)



days after the invoice date. If payment is not made within such forty-five (45) day period, then beginning on the 46<sup>th</sup> day, simple interest at the rate of 1.5% per month, or any other such rate approved by the BPU for commercial and industrial accounts, will accrue and be assessed on any unpaid balance up until the date payment in full has been received. Bills will be rendered based on Purchaser's then applicable Nominated Demand and the amount of water delivered to Purchaser plus adjustments for any additional charges as provided for in this Agreement. The bill will show Purchaser's Nominated Demand, the quantity of water delivered to Purchaser during the billing period and any adjustments as provided for in this Agreement.

8. Billing Disputes - If Purchaser disputes a bill in good faith, Purchaser must, on or before the bill due date, pay the undisputed portion of the bill and notify the Company in writing of the basis for the dispute. If the dispute is regarding meter accuracy, a meter test will be performed by any qualified firm acceptable to both parties. If the meter test proves that the meter is within the accuracy limits set forth in governing BPU regulations, Purchaser will, within two (2) business days of such meter test, pay to the Company the disputed portion of the bill, together with accrued interest from the invoice date, and the cost of the meter test. If the meter test proves that the meter is not within the accuracy limits set forth in governing BPU regulations, a billing adjustment will be made in accordance with such regulations, the Company will pay for the cost of the meter test and the meter will be replaced or recalibrated at the Company's option.

9. Meters - Meters will be tested periodically by the Company according to governing BPU regulations. If requested in writing by Purchaser, Purchaser will have the right to be present when meter testing is performed. Tests requested by Purchaser in excess of the number of tests provided for in governing BPU regulations and not in connection with bill disputes pursuant to Paragraph 8 hereof will be performed at the sole expense of the Purchaser.

10. Water Quality - Company will comply with all applicable NJDEP and USEPA laws and regulations regarding treatment and delivery of water and will comply with all applicable notice requirements established by the NJDEP and USEPA and any successor government agencies or departments. The Company will not be responsible for contamination or degradation in the quality of the water past the Point(s) of Delivery unless it can be shown that the contamination or degradation was caused by the Company. The Company will perform water quality tests as required by applicable NJDEP and USEPA laws and regulations. All water quality tests will be performed only by State of New Jersey certified laboratories. The Company will provide Purchaser with reports of water quality test results for water samples taken at the Point(s) of Delivery upon written request of Purchaser. Purchaser will be entitled to take split samples at its own cost with the Company at the Point(s) of Delivery.
11. Service Interruptions - Planned service interruptions may be required in the course of operation of the Company's facilities. The Company will use its commercially reasonable efforts to minimize such occurrences, as well as the duration thereof. Reasonable advance notice of planned service interruptions in accordance with Paragraph 20 will be provided to Purchaser by the Company.
12. Reporting Projections of Water Supply Requirements - In order to facilitate maximum utilization of Company facilities and to enable the Company to plan efficiently and economically for incremental additions to Company capacity, Purchaser will, within one (1) year from the date of execution of this Agreement, and by January 31<sup>st</sup> of each year subsequent thereto, provide to the Company in writing a five (5) year projection of Purchaser's anticipated water purchase requirements. Such data will include projections, if any, of expected Nominated Demand on an annual basis. The Company and Purchaser will meet regularly to review and discuss Purchaser's water supply requirements. Nothing in this paragraph will obligate Company to satisfy

Purchaser's projected water supply requirements nor will Purchaser likewise be obligated to commit to purchase from Company those projections of water supply requirements furnished Company hereunder in excess of Purchaser's Nominated Demand.

13. Force Majeure, Protective Covenants -

A. If by reason of Force Majeure, Company is rendered unable, wholly or in part, to satisfy its obligations under this Agreement, then the obligations of Company, to the extent affected by such Force Majeure, will be suspended or reduced during the continuance of the inability to perform hereunder, but for no longer period. Telephonic notice of the Force Majeure will be given to Purchaser at the earliest possible time, and will be described subsequently in writing to Purchaser within three (3) working days after the occurrence of the Force Majeure event. Company will use its commercially reasonable efforts to remove or overcome such Force Majeure as soon as possible. Company will not be liable for damages to Purchaser or any customer of Purchaser for any act, omission or circumstance occasioned by, or in consequence of, a Force Majeure occurrence.

B. If either party suffers a Force Majeure which limits or prevents the transfer of water hereunder, the parties agree as follows:

- (1) Purchaser's obligation to pay the Fixed Service Charge and Demand Charge will continue during the period of the Force Majeure; but,
- (2) The parties will, by mutually acceptable addendum to this Agreement, provide Purchaser additional Nominated Demand in amount and duration necessary to replace the capacity which was unavailable during the Force Majeure, for a Force Majeure under this paragraph alone, at no additional cost to Purchaser.

Telephonic notice of a Force Majeure experienced by Purchaser will be given to the Company at the earliest possible time, and will be described subsequently in writing to the Company within three (3) working days after the occurrence of the Force Majeure event. Purchaser will use its commercially reasonable efforts to remove or overcome such Force Majeure as soon as possible. Purchaser will not be liable for damages to Company for any act, omission or circumstance occasioned by, or in consequence of, Force Majeure.

- C. Purchaser agrees that it is Purchaser's sole responsibility to provide water service to its customers at adequate flow rates and pressures. As long as the Company furnishes the Nominated Demand to the Purchaser, the Company will have no liability to Purchaser, or any customer of Purchaser, for any costs, expenses, damages, liability, loss, claims, suits, or proceedings of whatsoever nature arising out of alleged inadequate water pressure or alleged inadequate flow rate in Purchaser's system.
- D. As long as the Company furnishes the quantity of the Nominated Demand to the Purchaser and complies with Paragraph 10 herein, Purchaser agrees to indemnify, protect, and hold harmless the Company from any and all liability, loss, damages, costs or expense (including, without limitation, reasonable attorney's fees) arising out of claims alleging that the Company failed to provide water to Purchaser at a flow rate or pressure sufficient to afford adequate service within Purchaser's system, or arising out of claims wherein contamination or degradation in water quality occurred beyond the Point(s) of Delivery.
- E. Except as limited in subparagraphs A through D above, Company agrees to indemnify, protect, and hold harmless the Purchaser from any and all liability, loss, damages, costs

or expense (including, without limitation, reasonable attorney's fees) arising out of claims alleging that the Company failed to meet its obligations under this Agreement.

14. Severability - In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intent of the parties hereto that such illegality or invalidity will not affect any other provisions hereof, and this Agreement will be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court of competent jurisdiction holds that such provisions are not severable from all other provisions of the Agreement or that the deletion materially alters the substance of this Agreement. If, after the date of execution of this Agreement, the BPU determines that some rate methodology other than the rate methodology provided for herein should be utilized to set rates for service under this Agreement, the parties reserve the right to renegotiate the provisions of this Agreement or to terminate the Agreement. Exercise of these rights by either party will be accomplished by providing written notice to the other party within thirty (30) days of receipt of notice of the BPU decision that the rate methodology provided for herein is to be used no longer.
15. Term of Agreement/Termination - The initial term of this Agreement will be for a period of ten (10) years from the Effective Date.
16. Successors - This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
17. Integration and Amendment - This Agreement, including all Schedules and Exhibits, constitutes the entire understanding between the parties respecting the subject matter hereof, and the parties will not be bound by any agreements, understandings or conditions, whether written or oral,

respecting the subject matter hereof, other than those expressly set forth in this Agreement or in the Company's tariff on file with the BPU as the same may be changed or amended from time to time during the term of this Agreement, specifically including but not limited to any change in the Company's Commodity-Demand Rate Schedule, or successor rate schedule thereto, as approved by the BPU from time to time. Other than as set forth in Paragraph 18, this Agreement may be amended only in writing signed by Company and Purchaser.

18. Duly Constituted Authorities - The rates of the Company, and the respective obligations of the parties under this Agreement, are subject to valid laws, orders, rules and regulation of duly constituted authorities having jurisdiction. The rates, terms and conditions of this Agreement are subject to change as may be lawfully required or permitted by the BPU or successor agencies.
19. Governing Law - This Agreement will be governed by the laws of the State of New Jersey.
20. Notices - All notices and demands of any kind ("Notice") which any party may be required or may desire to serve upon the other party in connection with this Agreement must be in writing, except as otherwise provided herein in Paragraph 4D, and must be served either by personal service, acknowledged by signature of addressee or authorized agent at the office address; by express mail; federal express; facsimile or email, provided the addressor sends a written confirmation of such notice no later than three (3) days after such email or facsimile is sent; or by certified mail, return receipt requested, postage prepaid. Service of any such notice by express mail, federal express, or certified mail will be deemed complete the second business day after mailing. Service of any such Notice by personal delivery or by facsimile will be deemed complete upon the date of acknowledgment by the addressee or the date of facsimile confirmation, whichever applies. Such Notices will be addressed as follows:

If to Company: New Jersey-American Water Company, Inc.  
1 Water Street  
Camden, NJ 08102

Attn: Corporate Secretary

With Copies to: New Jersey-American Water Company, Inc.  
1 Water Street  
Camden, NJ 08102  
Attn: VP Operations

If given pursuant to Paragraph 4D:

New Jersey-American Water Company, Inc.  
213 Carriage Lane  
Delran, NJ 08075  
Attn: Production Manager

If to Purchaser:

With a Copy to:

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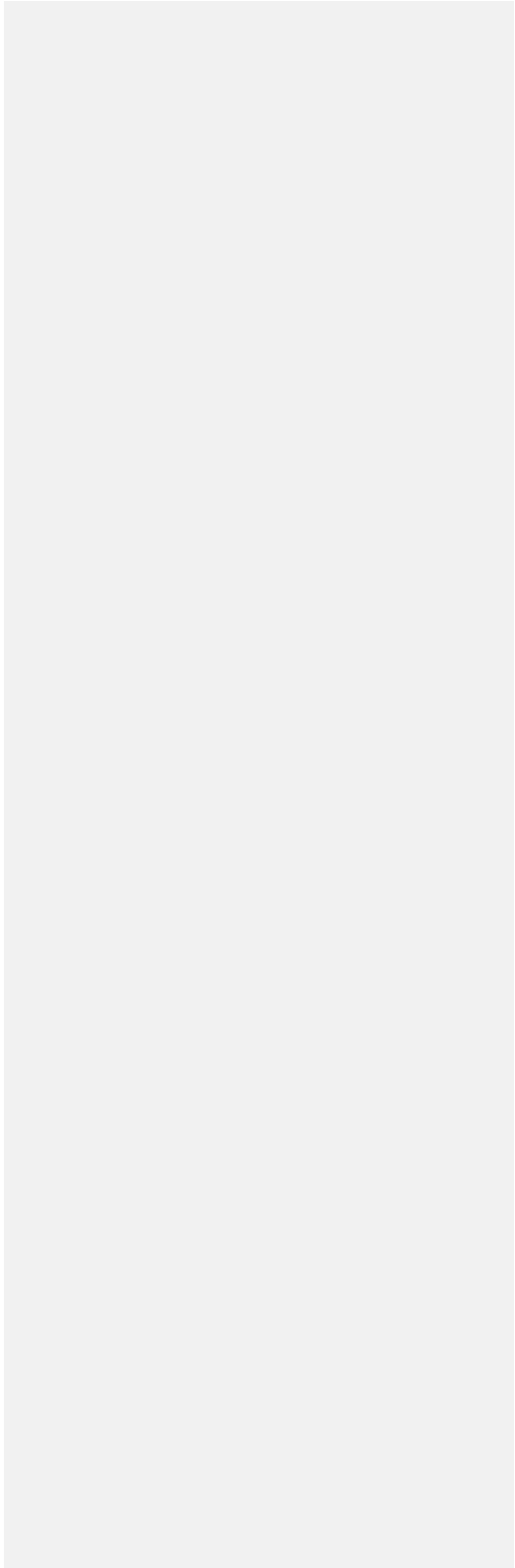
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, by their authorized representatives, the year and day first written above.

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NEW JERSEY-AMERICAN WATER  
COMPANY, INC.

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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**Schedule A**

**Point(s) of Delivery:** \_\_\_\_\_

**Nominated Demand:**

Estimated Regulatory Capacities (subject to NJDEP review and approval):

Peak Day Capacity:	0.000 mgd
Maximum Monthly Capacity:	0.000 mgm
Annual Capacity:	0.000 mgy

**Effective Date of Nominated Demand:** \_\_\_\_\_

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**ADDENDUM NO. 1 TO COMMODITY DEMAND REGIONAL  
WATER SALES AGREEMENT**

This Addendum No. 1 to Commodity Demand Regional Water Sales Agreement ("Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between New Jersey American Water Company, Inc., a public utility corporation of the State of New Jersey with its principal office at 1 Water Street, Camden, New Jersey 08102 ("Company") and the \_\_\_\_\_ with its principal address at \_\_\_\_\_ ("Purchaser").

WHEREAS, Company and Purchaser have executed the Agreement providing for the supply and purchase of water; and,

WHEREAS, Company is willing to make available to Purchaser the option to select a Fixed Rate of Delivery, stated in thousand gallons per day ("TGD"), in addition to the Nominated Demand selected by Purchaser on Schedule A to the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below and in the Agreement, the parties hereby agree as follows:

1. Purchaser shall have the option to select a Fixed Rate of Delivery to be set at or below Purchaser's Nominated Demand. Such option may be exercised by Purchaser notifying the Company in writing of the Fixed Rate of Delivery selected by Purchaser. Company shall be responsible for delivery of water to Purchaser at the fixed rate selected by Purchaser. Thereafter, once the Fixed Rate of Delivery is set by Company as requested by Purchaser, Purchaser's Nominated Demand shall not be increased automatically pursuant to Paragraph 4.C of the Agreement for delivery of water in excess of Purchaser's Nominated Demand, unless Purchaser requests in writing an increase in its Nominated Demand or an increase in its Fixed Rate of Delivery so that Purchaser's Nominated Demand is exceeded.
2. Purchaser acknowledges that the Fixed Rate of Delivery shall be set equal to, or lower than, Purchaser's Nominated Demand. Once Purchaser has selected a Fixed Rate of Delivery, Purchaser may revise its Fixed Rate of Delivery by notifying the Company in writing and Company shall revise the Fixed Rate of Delivery as soon as reasonably possible after Company receives such notification. However, if Purchaser increases its Fixed Rate of Delivery in excess of its Nominated Demand, Purchaser is at risk that its Nominated Demand may be exceeded and the automatic increase provisions of Paragraph 4.C may be applicable to it.
3. Notwithstanding the provisions of this Addendum No. 1, Purchaser may elect at any time during the term of the Agreement to assume responsibility for management of its rate of delivery of water from the Company. If Purchaser chooses to assume the responsibility, such election shall be made known to the Company in writing with the effective date of the assumption of such responsibility clearly set forth in such writing.

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~~IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their authorized representatives the year and day first written above.~~

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\_\_\_\_\_

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Attest:

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

\_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

NEW JERSEY-AMERICAN WATER

COMPANY, INC. \_\_\_\_\_ Attest:

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

\_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_