

HOST FEE AGREEMENT

This HOST FEE AGREEMENT ("**Agreement**") is made this 30th day of December, 2021, by and between The City of New Brunswick, a municipality located in the State of New Jersey (the "**Host**"), Central Jersey Waste & Recycling d/b/a Solterra Recycling Solutions (and its successors and assigns), a New Jersey corporation with its principal place of business at 432 Stokes Avenue, Ewing, New Jersey 08638 (the "**Operator**"), and 986 Jersey Avenue LLC, a New Jersey limited liability company with its principal place of business at 100 Woodbridge Center Drive, Suite 301, Woodbridge, New Jersey 07095 (the "**Owner**"). Host, Operator and Owner may sometimes be referred to individually as a "party" or collectively as the "parties."

RECITALS

WHEREAS, 986 Jersey Avenue LLC owns the property located at Block 598, Lot 6 in the City of New Brunswick, New Jersey (also known as 986 Jersey Avenue, New Brunswick, NJ 08901) (the "**Property**");

WHEREAS, on April 14, 2009 the City of New Brunswick Planning Board granted preliminary and final site plan approval to 986 Jersey Avenue LLC to construct a waste transfer station on the Property;

WHEREAS, on March 04, 2010 the Middlesex County Solid Waste Advisory Council ("**SWAC**") visited the Property and found it to be a suitable location for a transfer station/materials recovery facility, and on March 10, 2010 voted to include a proposed transfer station/materials recovery facility at the Property in the Middlesex County District Solid Waste Management Plan ("**County Plan**");

WHEREAS, the Middlesex County Board of Chosen Freeholders unanimously adopted Resolution No. 09-2272 on December 17, 2009, approving the inclusion of the 986 Jersey Avenue LLC Transfer Station / Material Recovery Facility in the County Plan as Plan Amendment 2009-1, and recertified such inclusion on March 18, 2010 (the "**Plan Amendment**");

WHEREAS, the New Jersey Department of Environmental Protection ("**NJDEP**") approved the Plan Amendment on July 14, 2010;

WHEREAS, on April 25, 2011 the NJDEP Solid and Hazardous Waste Management Program approved Administrative Action 001-11 to the County Plan, which designated traffic routes for solid waste vehicles to and from the proposed transfer station/materials recovery facility at the Property;

WHEREAS, pursuant to NJDEP Solid Waste Permit Number TRP 1600001 (the "**NJDEP Permit**") dated May 27, 2011 and renewed July 26, 2017, 986 Jersey Avenue LLC is authorized by the New Jersey Department of Environmental Protection, Division of Solid & Hazardous Waste, Bureau of Solid Waste Permitting to operate a transfer station and material

recovery facility at the Property with an assigned Facility ID Number of 532911 (the "986 Transfer Station");

WHEREAS, on April 11, 2017 the SWAC approved Administrative Action 001-17 to the County Plan, which proposed plan provided for the inclusion of the acceptance of Type 10 waste that is not generated in Middlesex County at the 986 Transfer Station;

WHEREAS, on May 11, 2017 the NJDEP Division of Solid & Hazardous Waste approved the County Plan inclusion of Type 10 waste at the 986 Transfer Station as an administrative action pursuant to N.J.A.C. 7:26-6.11(f);

WHEREAS, 986 Jersey Avenue LLC has entered into an agreement with Operator, whereby Operator will operate the 986 Transfer Station in accordance with all NJDEP, Middlesex County, and City of New Brunswick regulations;

WHEREAS, pursuant to N.J.S.A. 13:1E-28.1, any municipality within which a transfer station is located shall be entitled to an annual economic benefit paid by the owner or operator of a transfer station, commonly referred to as a "host community benefit", subject to the provisions of N.J.A.C. 7:26H-7.2;

NOW, THEREFORE, Host, Operator and Owner hereby agree as follows:

1. Operator shall pay Host for all type 10 and type 13 waste received at the 986 Transfer Station for calendar years 2020 and 2021 as follows:

<u>Daily Tons</u>	<u>Rate Per Ton</u>
1-300	\$1.25
301-600	\$1.50
601-900	\$2.25
901-1,300	\$3.00
1,301-1,900	\$3.50

2. Commencing January 1, 2022, Operator shall pay the Host for all type 10 and type 13 waste received at the 986 Transfer Station as follows:

<u>Daily Tons</u>	<u>Rate Per Ton</u>
1-400	\$1.50
401-600	\$2.00
601-900	\$3.00
901-1,200	\$3.50
1,201-1,900	\$4.00

3. All payments as provided for in this Agreement shall be paid on a quarterly basis within 30 days from the closing of every quarter. The quarterly payment due dates shall be May 1, August 1, November 1, and February 1.
4. Commencing with Calendar Year 2022, Operator shall pay a Minimum Guaranteed Payment (MAG) of \$170,280.00 per year to Host.
5. Commencing January 1, 2024, the rate for each tier set forth in Paragraph 2 above shall increase by 0.25. On January 29, 2029, and every five years thereafter, each of these tiers shall increase by 10%.
6. Operator shall pay Host commencing from the first date of its operation in 2020, \$1.00 per ton for all recycling materials received at the 986 Transfer Station with the exception of those materials received in connection with the MCUA Program which Operator currently conducts. Commencing January 1, 2024, the fee shall be increased to \$1.25 per ton. Commencing January 1, 2025, the \$1.25 per ton fee shall also be applied to those materials received in connection with the MCUA Program and paid by Operator.
7. During the term of this Agreement, Operator shall provide monthly written reports to Host detailing all waste and recycling materials received at the 986 Transfer Station. Said reports shall include, at a minimum, a breakdown as to the source of the waste, tonnage, and type of waste.
8. Operator shall provide the Host with one 30-yard roll-off container per calendar quarter at the Host's Department of Public Works location at no cost to the Host for its use and disposal of waste collected. Additional 30-yard roll-off containers requested by Host shall be billed at \$600.00 each.
9. Operator agrees to accept the Host's Municipal Waste, estimated at 22,000 tons per year, and dispose of same at the Middlesex County Landfill, at no cost to Host. Operator shall bear the cost of the loading and transportation of Host's waste to the Middlesex County Landfill and will not be responsible for any payment of Host Community Fees on the Host's Municipal Waste. Host shall be responsible for all charges imposed by the Landfill in accordance with its agreement with the Landfill.
10. This Agreement shall remain in effect for the period of time that Operator maintains and operates a Transfer Station at 986 Jersey Avenue, New Brunswick, New Jersey and shall be binding upon Operator's purchasers, successors, lessees and/or assigns, and shall remain in full force and effect in the event of the sale, transfer, lease and/or assignment by Operator and/or Owner to a third party of the operation of the 986 Transfer Station. This Agreement shall terminate in the event the transfer station ceases to operate and there is a change in the use of the subject property.
11. The Operator and Owner agree to enter into an estoppel agreement which would provide for notice to Host of any default on or between Owner and Operator under their Lease and Royalty agreements.

12. The provisions of Paragraph 9 above are subject to approval by Middlesex County Solid Waste Committee/Middlesex County/MCUA and/or the NJDEP to permit Type 10 waste generated in the geographic boundaries of the City of New Brunswick to be accepted at 986 Transfer Station if delivered by or on behalf of the Host.

13. Owner and Operator shall file and diligently pursue any applications with any County or State Agency required to effectuate the provisions of Paragraph 9 above. All parties agree to cooperate fully in pursuit of any required approvals.

14. Host fully supports and approves Operator's application to SWAC and NJDEP to be permitted to conduct single stream recycling activities at the Operator's 986 Transfer Station location.

15. In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.

16. Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), addressed as follows:

If to Host:

Attn: City Administrator
The City of New Brunswick
78 Bayard Street
New Brunswick, NJ 08901

With copy to:

City Attorney for the City of New Brunswick
78 Bayard Street
New Brunswick, NJ 08901

If to Operator:

Attn: Ed Apuzzi
Solterra Recycling Solutions
432 Stokes Avenue
Ewing, New Jersey 08638

If to Owner:

Attn: Robert G. Paulus
986 Jersey Avenue LLC
100 Woodridge Center Drive, Suite 301
Woodbridge, New Jersey 07095

17. This Agreement contains the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

18. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflicts of law provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the Superior Court located in Middlesex County, New Jersey, and the parties hereby consent to such jurisdiction and venue for this purpose.

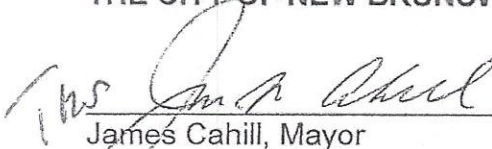
19. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

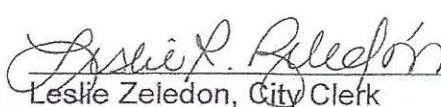
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Host:

THE CITY OF NEW BRUNSWICK

ATTEST:


James Cahill, Mayor


Leslie Zeledon, City Clerk

Date

12-30-2021

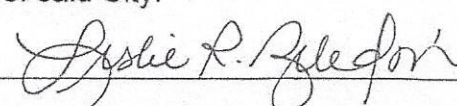
Date

12/30/2021

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

BE IT REMEMBERED, on the 30th day of December, 2021, before me personally came James Cahill to me known, who, being by me duly sworn, did depose and say that he is the Mayor of **THE CITY OF NEW BRUNSWICK**, a City of the State of New Jersey described in and which executed the foregoing instrument; and that he signed his name thereto as authorized Mayor of the City in accordance with the organizational documents of said City.



Notary Public

(signatures continue on the next page)

Operator:

CENTRAL JERSEY WASTE & RECYCLING,
INC. (d/b/a SOLTERRA RECYCLING
SOLUTIONS)

Edward Apuzzi, President

Date

12/30/21

ATTEST:

Signature

Name

Date

Anthony LATESA

12/30/21

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

BE IT REMEMBERED, on the 30th day of December 2021, before me personally came **EDWARD APUZZI**, to me known, who, being by me duly sworn, did depose and say that he is the President of **CENTRAL JERSEY WASTE & RECYCLING, INC. (d/b/a SOLTERRA RECYCLING SOLUTIONS)**, a New Jersey corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto as authorized President of the corporation in accordance with the certificate of incorporation and bylaws of said corporation.

Barbara J. Abdalla
Notary Public

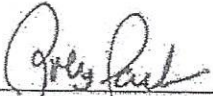
BARBARA J. ABDALLA
NOTARY PUBLIC OF NEW JERSEY
Commission # 50116361
My Commission Expires 10/23/2024

(signatures continue on the next page)

Owner:

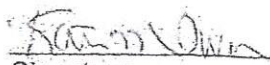
986 JERSEY AVENUE LLC

ATTEST:


Robert G. Paulus, Managing Member

Date

12/30/21


Signature

Name

Kathleen M Incayshyn

Date

12-30-2021

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

BE IT REMEMBERED, on the 30th day of December, 2021, before me personally came **ROBERT G. PAULUS**, to me known, who, being by me duly sworn, did depose and say that he is the Managing Member of **986 JERSEY AVENUE LLC**, a New Jersey limited liability company, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto as authorized Managing Member of the limited liability company in accordance with the certificate of formation and operating agreement of said limited liability company.


Notary Public

April Lanzet
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2448418
MY COMMISSION EXPIRES July 31, 2024