

I, Daniel A. Torrisi, City Clerk of the City of New Brunswick, N.J., do hereby certify that this is a true and correct copy of a resolution adopted at the regular meeting of the Council of the City of New Brunswick on August 19, 1998.

Councilmember	Y	N	NV	Ab	Councilmember	Y	N	NV	Ab
Cook	x				Recine	x			
Egan		x			Valenti		x		
Schrump									

M= Moved S= Second

Rosemarie A Dutka - Deputy
Daniel A. Torrisi, City Clerk

R-089883

BY THE MUNICIPAL COUNCIL:

WHEREAS, Midco Waste Systems, TS/MRF, 5 Industrial Drive, New Brunswick, New Jersey, operates a transfer station as defined in the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. and as such, is liable for the payment of host community benefits to the City of New Brunswick,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of New Brunswick, that the Mayor and City Clerk are authorized to execute and attest to an Agreement for the payment of host community benefits to the City, the form of said Agreement to be substantially in the form attached to this Resolution, the final form of such Agreement to be approved by the City Attorney; and

BE IT FURTHER RESOLVED, that Certified Copies of this Resolution are sent by the City Clerk to the following:

- City Administrator
- Director of Public Works
- Chief Financial Officer
- Midco Waste Systems, TS/MRF

ADOPTED: August 19, 1998

[Signature]
COUNCIL PRESIDENT

Rosemarie A Dutka - Deputy
CITY CLERK

APPROVALS:

Thomas A Loughlin 3rd
CITY ADMINISTRATOR

[Signature]
CITY ATTORNEY

[Signature]
CHIEF FINANCIAL OFFICER

WJH/tm

**AGREEMENT BETWEEN THE CITY OF NEW BRUNSWICK
AND MIDCO WASTE SYSTEMS, TS/MRF**

This is an Agreement between the **CITY OF NEW BRUNSWICK** (hereafter the "City"), a municipal corporation, having its principal office at 78 Bayard Street, New Brunswick, New Jersey 08901, and **MIDCO WASTE SYSTEMS, TS/MRF** (hereafter "Midco"), a corporation of New Jersey, having its principal office at 5 Industrial Drive in the City of New Brunswick, New Jersey (hereafter the "facility").

In consideration of **One (\$1.00) Dollar** and other good and valuable consideration, including the respective undertakings of the parties hereafter set forth, the parties agree as follows:

1. **Host Community Benefits**

(a) Midco is a transfer station and as such is liable for the payment of host community benefits to the City in accordance with N.J.S.A. 13:1E-28.1.

(b) Payment of Host Community Benefits are to be paid for the period beginning July 1, 1998

(c) Payment shall be in the amount of \$0.75 per ton of solid waste accepted by Midco as reported by Midco to the Middlesex County Division of Solid Waste beginning July 1, 1998. The amount of the host community benefit payment shall be increased to \$1.00 per ton effective from the date Midco first receives solid waste as a public facility. Midco agrees to notify City when approval as a public facility is received.

(d) Notwithstanding the provisions of subparagraph 1(c) above an increase in the rates set forth in subparagraph 1(c) shall

be negotiated to be effective at the expiration of three (3) years from the earlier of July 1, 1998 or the date Midco first receives solid waste as a public facility.

(e) Payments required hereunder shall be made monthly by check payable to Treasurer, City of New Brunswick on or before the last of the month following the month for which payment is made. Each bill shall be accompanied by a daily statement showing the quantity of solid waste received.

(f) Any payment not made in accordance with paragraph (e) above shall bear interest at the rate of twelve (12%) percent per annum from the date payment was due as provided in paragraph (e) above until the date payment is actually received by City.

2. The Facility, Records, Testing

(a) Midco's facility is located on Block 597.02, Lot 4 on the Tax Map of the City. Midco represents that its present use of the property complies with the Land Use Regulations of the City and that all future uses will be conducted in compliance with the Land Use Regulations of the City.

(b) All solid waste received at the facility shall be weighed and recorded in accordance with industry standards and a record made of the weight of each load.

(c) Midco shall retain the records described in paragraph (b) above for a period of one (1) year. Such records are to be made available to City during normal business hours of the facility. Midco agrees to retain records for longer than one (1) year upon written request of City.

(d) City shall be furnished with copies of monthly and annual tonnage reports filed with the Middlesex County Division of Solid Waste and the New Jersey Department of Environmental Protection.

(e) City upon request will be entitled to receive copies of all tests, certificates, similar records relating to the scales or other weighing equipment utilizing to weigh or otherwise measure solid waste whether performed by or on behalf of Midco or by or on behalf of any governmental entity or independent testing entity. City shall have the right to examine and/or test scales or other weighing equipment at reasonable times.

3. Traffic Control

(a) Midco agrees that all trucks owned, leased or otherwise controlled by Midco will utilize only designated truck traffic routes for the transportation of solid waste to or from the facility. The designated truck traffic routes are set forth in the permit document and associated traffic studies approved by the New Jersey Department of Environmental Protection.

(b) Midco agrees to instruct the owners and/or operators of all trucks not owned, leased or otherwise controlled by it that utilize the facility to utilize only designated truck traffic routes for the transportation of solid waste to or from the facility.

(c) All trucks transporting solid waste to or from the facility shall be self contained, enclosed or equipped with canvas or similar covers.

(d) City has the right to review and amend said traffic plan from time to time.

4. Miscellaneous Provisions

(a) Any notice required hereunder shall be considered valid if delivered by personal service or certified mail to the following:

For the City: City Clerk
City Hall
78 Bayard Street
New Brunswick, New Jersey 08901

For Midco: President
Midco Waste Systems, TS/MRF
5 Industrial Drive
New Brunswick, New Jersey 08901

(b) Midco agrees to indemnify and hold harmless City for any and all claims arising out of the use of Facility.

(c) This Agreement shall be binding on Midco, its successors and assigns.

ATTEST:

CITY OF NEW BRUNSWICK

DANIEL A. TORRISI, City Clerk

By: _____
JAMES M. CAHILL, Mayor

MIDCO WASTE SYSTEMS, TS/MRF

Secretary

By: _____
President