

**FIRST AMENDMENT TO
SOLID WASTE SERVICE AGREEMENT**

This First Amendment to Solid Waste Service Agreement dated April 9, 2020 (the "Amendment Agreement"), by and between the **Bergen County Utilities Authority**, a public body politic and corporate of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at the Foot of Mehrhof Road, Little Ferry, New Jersey 07643 (hereinafter referred to as the "Authority"), and the Borough of Midland Park, a municipal corporation of the State of New Jersey, having its principal offices for the performance of essential governmental functions and services located at 280 Godwin Avenue, Midland Park, New Jersey 07432 (hereinafter referred to as the "Municipality").

WHEREAS, by Resolution 18-6-005 adopted April 26, 2018, the Board of Commissioners of the Authority (hereinafter referred to as the "Board" or the "Commissioners") awarded Authority Contract No. 18-04, for the acceptance, processing and disposal of municipal solid waste, to Covanta Sustainable Solutions, LLC for a contract term of two (2) years and with the Authority being given the option of extending that contract term for an additional one year (1) period; and

WHEREAS, while the initial two (2) year contract term of Contract No. 18-04 expires May 31, 2020, the Authority has the option to extend the term of Contract No. 18-04 for an additional one (1) year period; and

WHEREAS, by Resolution 20-6-001 adopted at the January 23, 2020 Regular Meeting of the Board, the Commissioners of the Authority formally exercised the Authority's right to extend the contract term of Contract No. 18-04 for an initial one (1) year period (commencing June 1, 2020 and expiring May 31, 2021); and

WHEREAS, on May 18, 2018 the Authority and the Municipality entered into a Solid Waste Service Agreement (the "Service Agreement") for the processing, transportation and disposal of solid waste generated from within the Municipality; and

WHEREAS, the Service Agreement terminates on May 31, 2020, which date is also the expiration date of the initial two (2) year contract term of Authority Contract No. 18-04; and

WHEREAS, by Resolution 20-6-002 adopted at the January 23, 2020 Regular Meeting of the Board, the Commissioners of the Authority authorized the execution of this Amendment Agreement extending the term of the Service Agreement for an initial one (1) year period (commencing June 1, 2020 and expiring May 31, 2021), to run co-terminous with Authority Contract No. 18-04 as amended by Resolution 20-6-001; and

WHEREAS, both the Municipality and the Authority wish to extend the Service Agreement for an additional one (1) year term, at a revised rate, so that the term of the Service Agreement runs co-terminous with Authority Contract No. 18-04 with Covanta Sustainable Solutions, LLC; and

WHEREAS, this Amendment Agreement is now being entered into as authorized by Resolution 20-6-002 for the purpose of amending the Service Agreement previously entered into by and between the Authority and the Municipality.

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

1. Section III, Subsection 3.02 of the Service Agreement shall be amended, with the rate being increased from \$66.39 per ton to \$69.05 per ton, and Section III, Subsection 3.02 of the Service Agreement shall now provide as follows:

"3.02. During the term of this Service Agreement, the Municipality shall be billed by the BCUA on a monthly basis at the following rate for each ton of solid

waste delivered to the Transfer Station Facility by or on behalf of the Municipality:

June 1, 2020 through May 31, 2021 \$ 69.05 per ton

During the term of this Service Agreement, the Municipality shall pay the BCUA within thirty (30) days of the date of each invoice. A late fee equal to 1% of the unpaid balance shall be charged for every thirty (30) days the balance of the invoice or a portion thereof remains unpaid. The late fee shall be charged commencing five (5) days subsequent to the due date. Failure on the part of the Municipality to pay all or any amount required to be paid to the BCUA under this Service Agreement pursuant to this section 3.02 shall constitute and Event of Default."

2. Section VII, Subsection 7.01 of the Service Agreement shall be amended, with the term of the Service Agreement being extended for a one (1) year period, commencing June 1, 2020 and expiring May 31, 2021, which term represents a one (1) year extension of the Service Agreement causing the term of the Service Agreement to be co-terminous with the term of Authority Contract No. 18-04 as amended by Resolution 20-6-001, and Section VII, Subsection 7.01 of the Service Agreement shall now provide as follows:

*7.01 The term of this Service Agreement shall be for a **term of one (1) year, commencing June 1, 2020 and terminating May 31, 2021.***

3. All other terms and conditions of the Service Agreement shall remain in full force and effect except as amended herein.

4. This Amendment Agreement may not be amended or modified without the express written consent of the parties hereto.

5. This Amendment Agreement shall be construed in accordance with the laws of the State of New Jersey, without any consideration being given to any principle or choice or conflict of law.

IN WITNESS WHEREOF, the Authority and the Municipality have caused this Amendment Agreement to be executed in their respective names by representatives of each thereof there unto duly authorized, and have caused this Amendment Agreement to be dated as of the date and year first above written.

WITNESS:

BERGEN COUNTY UTILITIES AUTHORITY

By: _____
Robert E. Laux, Executive Director

ATTEST:

Borough of Midland Park

Wendy Martin
Borough Clerk

By: Harry Shurtz Jr
Mayor Midland Park