

**AGREEMENT FOR THE PROVISION OF  
YARD WASTE RECYCLING AND MARKETING SERVICES**

THIS AGREEMENT, made this 1st day of September, 2018, by and between the **MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "Authority") and the Borough of Dunellen, a municipal corporation in the State of New Jersey (the "Municipality").

**WITNESSETH:**

**WHEREAS**, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq., each county within the State of New Jersey is deemed a solid waste management district; and

**WHEREAS**, each solid waste management district is responsible for developing a solid waste management plan that sets forth the strategy for disposing and/or recycling of solid waste generated within the geographic boundaries of the respective county; and

**WHEREAS**, the Board of Chosen Freeholders (the "Board") of the County of Middlesex (the "County") has adopted the Middlesex County Solid Waste Management Plan, as the same has been amended from time to time (the "County Plan"); and

**WHEREAS**, as part of the County Plan, the County has adopted a mandatory recycling plan ("Recycling Plan"), which, among other things, establishes a strategy for recycling at least sixty percent (60%) of the County's total solid waste stream and mandates the recycling of the following recyclable materials; specifically: newspaper, aluminum, food and beverage containers, glass food and beverage containers, high grade office paper, corrugated cardboard, leaves, and motor oil, steel cans, plastic containers, mixed paper, textiles and brush; and

**WHEREAS**, the County Plan designates the Authority as the sole implementing agency responsible for the implementation of the County's recycling plan; and

**WHEREAS**, in order to ensure uniform recycling collection and marketing services of recyclables and thereby increase the percentage of those materials recycled and marketed, the Authority sponsors a County-wide waste recycling collection and marketing program, which may be utilized by the municipalities in the County on a voluntary basis; and

**WHEREAS**, in order to ensure uniform recycling and marketing services for yard waste materials in the County and thereby increase the percentage of yard waste materials recycled and marketed, the June 2, 1994 Amendment to the County Plan provided for the development and implementation of a County-wide yard waste recycling and marketing program, pursuant to which the Authority will provide services to participating municipalities for leaf composting and brush chipping and/or processing and for a program for composting or processing grass clippings; and

**WHEREAS**, such yard waste recycling and marketing services will be provided by the Authority by a private contractor, who has been selected by the Authority pursuant to a bidding process undertaken by the Authority; and

**WHEREAS**, the Municipality provides, on its own or by contract, for the collection and/or composting of leaves generated within the geographic boundaries of the Municipality and the collection and processing of brush and leaves; and

**WHEREAS**, in order to enhance the development of a uniform, county-wide recycling program and increase the recycling and marketing of yard waste materials in the County, the Municipality has included in its recycling ordinance or will amend its recycling ordinance to provide for the source separation by municipal residents of, among other things, brush, leaves, Christmas trees and grass clippings; and

**WHEREAS**, the Municipality desires to permit the Authority to assume responsibility for the recycling and marketing of yard waste under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other as set forth in this Agreement, and for other good and valuable consideration, the parties hereby agree as follows:

## **ARTICLE I - GENERAL**

### **Section 1.1 DEFINITIONS.**

The following definitions shall apply to and are used in this Agreement:

“Acceptable Yard Materials” - means Yard Materials that have been source separated at the point of generation and are not commingled at any time. Yard Materials may consist of vegetative or organic materials produced from the care and maintenance of landscape areas, gardens and lawns.

“Agreement” - means this “Agreement for the Provision of Yard Waste Recycling and Marketing Services.”

“Authority” - means the Middlesex County Improvement Authority, a public body corporate and politic of the State of New Jersey, organized by the County pursuant to the County Improvement Authorities Law (N.J.S.A. 40:37A - 44 et seq.).

“Board” - means the Board of Chosen Freeholders of the County of Middlesex, New Jersey.

“Brush” - means branches, woody plants, and other like vegetative material that do not exceed five (5) inches in diameter, and Christmas trees. “Brush” does not include leaves and grass clippings.

“Commencement Date” - means the date upon which the Authority and the Municipality agree that the Authority, through its Contractor, will commence the provision of the Yard Waste Recycling and Marketing Services.

“Compost” - means decomposed, humidified, organic matter produced as a result of accelerated decomposition of Acceptable Yard Materials based on microbial self-heating.

“Contractor” - means the contractor selected by the Authority from time to time to provide Yard Waste Recycling and Marketing Services pursuant to the Yard Waste Contract.

“Contractor Sites” - means the New Jersey Department of Environmental Protection or other regulatory agency approved and permitted sites operated by the Contractor where the Contractor composts a portion of the leaves, Brush and/or grass generated by the Municipalities.

"County" - means the County of Middlesex, New Jersey.

"County Plan" - means the Middlesex County district solid waste management plan, adopted by the Board pursuant to the Solid Waste Management Act, which provides for the collection, disposal and/or recycling of solid waste generated within the geographic boundaries of the County, as the same may be amended from time to time.

"DEP" - means the New Jersey Department of Environmental Protection or any successor agency.

"Designated Sites" - means the Municipal Composting Site, Regional Site and the Grass Site.

"Grass Site" - means the site provided by the Contractor to compost, process or transfer grass clippings.

"Local Public Contracts Law" - means N.J.S.A. 40A:11 - 1 et seq.

"Municipality" - means the Borough of Dunellen, a municipal corporation of the State of New Jersey.

"Municipal Site" - means the site or sites designated by the Authority where the Municipality will deliver leaves and Brush collected by the Municipality.

"Program" - means the Yard Waste Recycling and Marketing Program, adopted by the Board on September 2, 1993 (County Plan Amendment Nos. 1993-4 and 1993-5) and modified by the Board on June 2, 1994 (County Plan Amendments Nos. 1994-2 and 1994-3), as an integral

component of the county-wide mandatory recycling program, pursuant to which the Authority shall provide, on behalf of all participating municipalities in the County, for the composting of leaves and grass clippings and the chipping or other processing of Brush.

"Recycling Ordinance" - means \_\_\_\_\_, the ordinance enacted by the Municipality establishing the mandatory municipal recycling program implemented in accordance with the Solid Waste Management Act and the County Plan, as the same includes leaves, Brush and, if applicable, grass clippings as the same may be amended in the future from time to time for other purposes.

"Regional Site" - means the Middlesex County Improvement Authority Transfer Site at the Middlesex County Landfill in East Brunswick where a Municipality will deliver Acceptable Yard Materials for trans-shipment to the Contractor's processing facility.

"Residents" - means private and institutional residents of the Municipality that are required to source separate leaves, Brush and, if applicable, grass clippings, pursuant to the Recycling Ordinance.

"Term" - means the period of time during which the Agreement shall be in full force and effect as provided in Section 2.1 herein.

"Yard Materials" - means leaves, Brush, and grass clippings (if applicable).

"Yard Waste Contract" - means the contract executed by and between the Contractor and the Authority, pursuant to which the Contractor shall provide Yard Waste Recycling and Marketing Services for the Program.

"Yard Waste Recycling and Marketing Services" - means all of the duties, obligations, and services to be provided by the Contractor that are related to the composting, processing, transfer, storage, sale or distribution, or any combination thereof, of Acceptable Yard Materials and the return of Compost or other processed materials to the economic mainstream in the form of raw materials or products.

## **Section 1.2 GENERAL RESPONSIBILITIES**

### **1.2.1 Conforming Recycling Ordinance.**

(A) Recycling Ordinance. The Municipality represents and warrants that its Recycling Ordinance is, and shall at all times be, consistent with the County Plan. The Municipality further represents and warrants that such Recycling Ordinance prohibits the scavenging of Acceptable Yard Materials.

(B) The Municipality shall not amend or change the Recycling Ordinance without the prior written approval of the Authority.

**1.2.2 Designated Sites.** The Municipality will deliver leaves, Brush and, if applicable, grass clippings to a Municipal Site, the Regional Site or a Contractor Site. If the Authority changes the location of the Designated Site, the Authority will identify a Designated Site where the Municipality's leaves, Brush, and if applicable, grass clippings will be delivered by the Municipality for composting or transfer. The Authority and the Contractor shall use their best efforts to designate, to the extent possible and subject to regulatory restrictions relating to, among other things, size and capacity, a Municipal Site that either is the same site to which the Municipality currently delivers its leaves or to a site that is within a reasonable distance from the Municipality. The Authority will notify the Municipality of the location of the Municipal Site in writing. The Authority may change the Designated Site from time to time upon fourteen (14) days prior written notice to the Municipality.

(A) The Municipality shall be responsible for ensuring that it delivers to the Designated Sites only source separated Acceptable Yard Materials, which means that the leaves, Brush, and if applicable, grass clippings must be collected and stored in segregated containers and may not be commingled together or with any other material or solid waste. Leaves and grass clippings shall be clean with no plastic bags, household trash or other inorganic materials. The Municipality shall be responsible for any cost or expense incurred by the Authority or the Contractor resulting from the Municipality's failure to deliver Acceptable Yard Materials, including but not limited to, payment of transportation and disposal costs associated with the Municipality's contaminated Yard Materials. The Municipality will be responsible for the removal, or the cost of disposal, of any trash, stumps, or brush material in excess of five inches in diameter commingled with any yard waste delivered to the Designated Site. The Municipality shall be responsible to separate any brush material in excess of five inches in diameter. The Municipality shall be responsible for the disposal of larger branches or stumps through a separate agreement between them and Nature's Choice or another Contractor of their choosing.

(B) The Municipality shall notify all Residents of the Yard Materials that must be source-separated, the schedule for collection, and manner in which the Yard Materials are to be prepared for collection. Such notices shall be posted or published at a minimum, not less than twice yearly and may include one of the following forms of notice: (1) place an advertisement in a newspaper circulating in the Municipality; (2) post a notice in public places where public notices are customarily posted; or (3) include a notice with other official notifications periodically mailed to Residents, such as, for example, tax notices. The Municipality shall pay the costs and expenses associated with the preparation, posting, advertisement and distribution of all such notices.

(C) The Municipality may prepare and distribute literature and other educational materials describing, among other things, (i) the municipal recycling program established pursuant to the Recycling Ordinance, (ii) the Program and the Yard Waste Recycling and Marketing Services to be provided within the geographic boundaries of the Municipality, (iii) the Yard Materials to be source-separated, (iv) the manner or method of preparing source-separated material for collection, and (v) the location and schedules for collection. All such literature and other educational materials shall be prepared in accordance with written guidelines established by the Authority and shall be approved by the Authority prior to distribution.

**1.2.3. Enforcement of Ordinance.** The Municipality shall be primarily responsible for the development of an enforcement program and enforcement of the Recycling Ordinance, including the provisions thereof relating to the Program.

**1.2.4 Compliance with Authority.** This Agreement shall cover the disposal of stumps and brush material that is a maximum of 5 inches in diameter **only**. Stumps and brush material in excess of 5 inches in diameter **shall not** be co-mingled with material when delivered to a designated site. If it is determined the load is over the 5 inch in diameter limit, the entire load shall be considered outside the terms and conditions of this Agreement. In that case, the entire load shall become the responsibility of the Municipality to dispose of at their sole cost and expense either with the County Contractor or with a contractor of their choosing with whom they shall contract directly.

### **Section 1.3 AUTHORITY'S RESPONSIBILITY**

**1.3.1 Provision of Recycling and Marketing Services.** The Authority shall cause the Contractor to provide Recycling and Marketing Services to the Municipality for Acceptable Yard Materials. In particular, the Contractor shall transport leaves, Brush and grass clippings from the Municipal Site and Regional Site. The Contractor shall be responsible for the preparation, transportation and marketing of the Compost, Brush chips and/or any other end product resulting from the processing of Acceptable Yard Materials and for the disposal of any Compost or end product materials.

**1.3.2 Transportation Route(s) and Schedules.** The Authority and the Municipality shall establish reasonable transportation routes to each Designated Site, giving due regard to federal, state and local traffic laws and regulations, and a delivery schedule for each material collected by the Municipality and to be delivered to such Site.

**1.3.3 Preparation of Guidelines for Program Literature and Educational Materials.** The Authority shall prepare guidelines for the development of Program literature and other educational materials to be prepared and distributed by the Municipality.

**1.3.4 Public Education/Awareness.** At the request of the Municipality, the Authority shall assist the Municipality with the development of a public education/awareness campaign, consistent with the Authority's guidelines, to ensure that the Residents participate in the Program.

**1.3.5 Reports.** The Authority and the Contractor will develop an appropriate reporting program that will reasonably identify Acceptable Yard Materials delivered to or collected from the Designated Sites by or on behalf of the Municipality. The Authority shall use its best efforts to provide to the Municipality copies of the Contractor's monthly and annual reports that are related to the Municipality and that are submitted to the Authority in accordance with the Yard Waste Contract that relate to the Municipality's participation in the Program. At the request of the Municipality, the Authority shall make available, or cause the Contractor to make available, any

backup data or documentation related to the Program used in preparing such reports during regular business hours of the Authority or the Contractor, as the case may be.

**1.3.6 Contractor's Obligations.** The Authority will cause the Contractor to provide the Yard Waste Recycling and Marketing Services on the Designated Sites in accordance with all applicable federal, state and local laws and regulations. The Authority shall enforce its rights and obligations under the Yard Waste Contract to ensure that the Contractor provides the Yard Waste Recycling and Marketing Services on a timely basis in accordance with the terms thereof.

**1.3.7 Monitoring and Compliance.** The Authority and the Municipality will work with the County Department of Health to monitor compliance with applicable environmental laws and regulations at the Designated Sites.

## **ARTICLE II TERM AND TERMINATION**

### **Section 2.1 TERM**

(A) The Term of this Agreement shall commence on September 1, 2018 if the Municipality is currently participating in the yard waste program and shall end on August 31, 2019, unless this Agreement or the Yard Waste Contract is earlier terminated or extended as provided herein.

(B) The Authority shall have the option in its sole discretion, of extending the term of this Agreement for a period of two (2) one (1) year terms through August 31, 2021. If exercised, the Authority shall provide notice to the Municipality within sixty (60) days of the termination date.

(C) Notwithstanding anything contained herein to the contrary, the Authority shall be entitled to terminate its obligation herein to provide Yard Waste Recycling and Marketing Services under this Agreement at any time upon the provision of sixty (60) days prior written notice to the Municipality.

## **ARTICLE III - FINANCIAL TERMS**

### **Section 3.1 COST TO MUNICIPALITY**

The Authority shall provide Yard Waste Recycling and Marketing Services to the Municipality throughout the Term of this Agreement September 1, 2018 to August 31, 2019 as follows:

<u>September 1, 2018 through December 31, 2018</u>	<u>January 1, 2019 through August 31, 2019</u>
\$ 35.38 per ton for leaves	\$35.75 per ton for leaves
\$ 28.88 per ton for brush	\$29.86 per ton for brush
\$ 33.00 per ton for grass clippings	\$33.00 per ton for grass clippings

In the event the Municipality delivers Yard Waste directly to Contractor's Site, the cost to the Municipality shall be as follows:

<u>September 1, 2018 through December 31, 2018</u>	<u>January 1, 2019 through August 31, 2019</u>
\$ 35.38 per ton for leaves	\$35.75 per ton for leaves
\$ 28.88 per ton for brush	\$29.86 per ton for brush
\$ 33.00 per ton for grass clippings	\$33.00 per ton for grass clippings

**NOTE:** The subsidy for leaves and brush yard waste will be reduced beginning **January, 2019 to 9.5%**. The subsidy for leave and brush yard waste in **January 2020 will be reduced to 6.5%** and in **January, 2021 the subsidy will be reduced to 3.5%**.

The Authority shall submit to the Municipality a copy of the monthly invoice for Yard Waste Recycling and Marketing Services submitted to the Authority by the Contractor pursuant to the Recycling Contract. The Municipality shall pay its portion of such invoice within sixty (60) days of receipt thereof. Monthly payments to the Authority must clearly indicate the month and amount attributable to Yard Waste Recycling and Marketing Services.

In the event that the Authority or the Contractor incurs any cost or expenses as a result of the Municipality's failure to perform any of its obligations hereunder, the Authority shall submit to the Municipality a documented invoice for such cost and expense, and the Municipality shall pay such invoice within sixty (60) days following receipt thereof.

## **ARTICLE IV - LIMITATIONS OF LIABILITY**

### **Section 4.1 AUTHORITY LIMITATIONS**

(A) The Authority shall use best efforts to assure that the Contractor performs the Yard Waste Recycling and Marketing Services in accordance with all applicable federal, state and local laws and regulations and the terms and conditions of the Yard Waste Contract; however the Authority shall not be liable for any costs and expenses incurred by the Municipality as a result of the negligent acts or omissions of the Contractor or the Contractor's failure to perform the Yard Waste Recycling and Marketing Services.

(B) The remedies set forth in this Agreement shall be the sole remedies available to the parties, and neither party shall be entitled to recover consequential or incidental damages arising out of the other party's failure to perform their obligations hereunder.

### **Section 4.2 MUTUAL INDEMNIFICATION**

**4.2.1 Authority Indemnification.** To the extent permitted by law, the Authority shall indemnify, defend and hold harmless the Municipality, its officers, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, penalties, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including



death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Authority, its officers, members and employees arising in connection with the performance of its obligations hereunder; provided, however, that the Authority shall have no such obligation to indemnify or hold the Municipality harmless for any loss or damage resulting from the negligence or willful misconduct of the Municipality, the Contractor, or their respective officers, employees or agents.

**4.2.2 Municipality Indemnification.** To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the Authority, its officers, members, employees, contractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, costs and expenses, including reasonable attorney's fees resulting from injury (including death) to persons or damage to or loss of real or personal property resulting from the negligence or willful misconduct of the Municipality, its officers, members, employees or agents arising in connection with the performance of its obligations hereunder or in connection with any Designated Site owned and maintained by or on behalf of the Municipality; provided, however, the Municipality shall have no such obligation to indemnify or hold the Authority harmless for any loss or damage resulting from the negligence or willful misconduct of the Authority or its officers and employees.

## **ARTICLE V - TERMINATION**

### **Section 5.1 BY EITHER PARTY**

This Agreement may be terminated by either party upon the happening of either one or both of the following events; provided, however, that this Agreement may not be terminated by a party that is responsible for the occurrence of such event:

(A) In the event that any permit, license, consent, approval or authorization that either the Authority or the Municipality is required to possess in order to carry out its obligations under this Agreement is refused, revoked or withdrawn; or

(B) In the event that any litigation, whether judicial, administrative or otherwise, results in the entry of an order requiring that the Program cease or that the Authority cease to act as the implementing agency for the Program, this Agreement shall be terminated upon the date specified in such order without any responsibility or liability for such termination between the parties hereto, except as otherwise provided herein.

### **Section 5.2 BY THE AUTHORITY**

This Agreement may be terminated by the Authority upon the happening of any one of the following events:

(A) In the event that the Yard Waste Contract is terminated or expires in accordance with its terms;

(B) In the event that funds are unavailable to the Authority for use in funding the Program; or

(C) In the event that the Municipality fails to pay any amounts owed pursuant to this Agreement.

**Section 5.3 BY THE MUNICIPALITY**

This Agreement may be terminated by the Municipality upon the repeated and persistent failure by the Contractor to materially perform the Yard Waste Recycling and Marketing Services in accordance with the terms and conditions of this Agreement, which failures shall be documented by the Municipality. Prior to termination, the Municipality shall serve notice upon the Authority, which shall specify the Contractor's failure to perform the Yard Waste Recycling and Marketing Services and provide the Contractor with sixty (60) days in which to cure same or seek applicable remedies as set forth within the Yard Waste Contract. Failure of the Contractor to cure shall entitle the Municipality to terminate this Agreement thirty (30) days thereafter.

**ARTICLE VI - COVENANTS AND RESPONSIBILITIES**

**Section 6.1 ADDITIONAL COVENANTS OF MUNICIPALITY**

During the Term of this Agreement or any extension thereof, the Municipality warrants and covenants to the Authority as follows:

(A) The Municipality shall comply with applicable federal, state and local laws, approvals and regulations relating to the collection, transportation and storage of Acceptable Yard Materials.

(B) The execution, delivery and performance of this Agreement has been (1) authorized by the governing body of the Municipality; (2) does not require any consent, approval or referendum of voters; and (3) will not violate any judgment, order, law or regulation applicable to the Municipality.

(C) The Municipality shall not take any action which will impede the Authority's ability to use, obtain and/or maintain any Municipal Site.

**Section 6.2 ADDITIONAL COVENANTS OF THE AUTHORITY**

During the Term of this Agreement or any extension thereof, the Authority represents, warrants and covenants to the Municipality as follows that the execution, delivery and performance of this Agreement has been: (1) authorized by the governing body of the Authority; (2) does not require any consent, approval or referendum of voters; and (3) will not violate any judgment, order, law or regulation applicable to the Authority.

**ARTICLE VII - MISCELLANEOUS PROVISIONS**

**Section 7.1 MERGER CLAUSE**

This Agreement (including schedules hereto, if any) constitutes the entire agreement and understanding between the parties in relation to its subject matter, and supersedes all previous and contemporaneous agreements, understandings, representations and warranties between the parties.

## **Section 7.2 MODIFICATIONS**

The terms and conditions of this Agreement, including any schedules hereto may be modified at any time by mutual agreement of the parties in writing, duly signed by their authorized representatives.

## **Section 7.3 NOTICES**

Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by registered mail or certified mail, return receipt requested, overnight mail and addressed to the party as set out below, or to such other address as the said party may have specified by notice given in writing to the other party.

### **To the Authority:**

Middlesex County Improvement Authority  
101 Interchange Plaza  
Cranbury, New Jersey 08512  
Attention: Executive Director  
Telephone: 609-655-5141  
Telefax: 609-655-4748

### **To the Municipality:**

Borough of Dunellen  
355 North Avenue  
Dunellen, NJ 08812  
Attention: William Robins, RMC

Unless otherwise expressly agreed to by the parties, any such written notice or consent shall be deemed to be given on the date of receipt or rejection indicated on the certified mail return receipt card.

## **Section 7.4 SUCCESSORS AND ASSIGNS; ASSIGNABILITY**

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. Neither party hereto shall have the right to assign this Agreement without the express written consent of the other party, said consent shall not be unreasonably withheld.

**Section 7.5 SURVIVAL OF ALL INDEMNITIES**

All indemnities contained in this Agreement shall survive the termination of this Agreement.

**Section 7.6 FORCE MAJEURE**

The Authority and/or Municipality shall be excused from performing their respective obligations under this Agreement as a result of fire, natural disaster, catastrophe, casualty, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or any other causes beyond the reasonable control of the party relying thereon as justification for not performing any obligation hereunder but only to the extent such act, event or condition actually prevents such performance.

**Section 7.7 HEADINGS**

Captions and headings in this Agreement are intended for convenience of reference only and shall not be considered as having any bearing on this Agreement.

**Section 7.8 GOVERNING LAW**

This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of New Jersey.

**Section 7.9 RELATIONSHIP OF THE PARTIES**

Except as otherwise explicitly provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services that are to be provided or contractual obligations that are to be assumed by the other party, and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

**Section 7.10 NO WAIVER**

The failure of the Authority or the Municipality, as the case may be, to insist, in any one or more cases, upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, condition, provision, agreement or option. No waiver by the Authority or the Municipality of any term, covenant, condition, or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the other party.

**Section 7.11 SEVERABILITY**

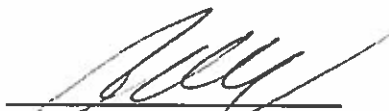
In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as so amended, shall remain in full force and effect.

**Section 7.12 COUNTERPARTS**

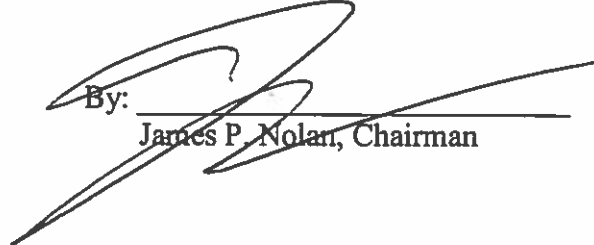
This Agreement may be executed in any number of counterparts with the same effect as if the signature and seals thereto and hereto were upon the same instrument.

**IN WITNESS WHEREOF**, the parties each represent to the other that the individuals executing this Agreement are fully authorized and empowered to sign on their behalf.

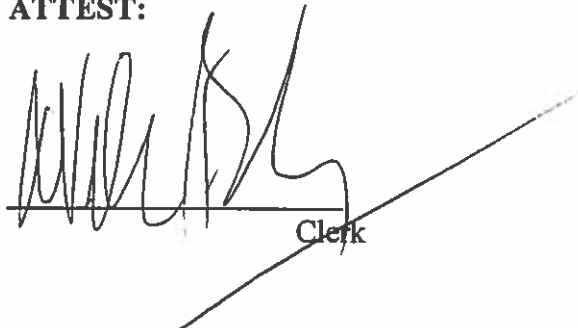
**ATTEST:**

  
\_\_\_\_\_  
Paul Abbey, Secretary

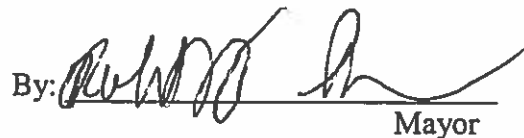
**MIDDLESEX COUNTY  
IMPROVEMENT AUTHORITY**

By:   
\_\_\_\_\_  
James P. Nolan, Chairman

**ATTEST:**

  
\_\_\_\_\_  
Clerk

**MUNICIPALITY:**

By:   
\_\_\_\_\_  
Mayor