

UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400

FAX (732) 382-5862

RESOLUTION NO.: 24-2018

DATE: March 21, 2018

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY APPROVING AND AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH MERCK SHARP & DOHME CORP. PROVIDING FOR THE CONTINUED ALTERNATE DISPOSAL OF ID TYPE 13C AND TYPE 27 SOLID WASTE.

APPROVED AS TO FORM:
Joseph C. Bodek, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS
 YES NO NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By: Joseph C. Bodek

By: [Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Badri, Secretary</i>	✓		✓				
<i>Criscione</i>		✓					
<i>Eastman, Treasurer</i>	✓		✓			✓	
<i>Jackus</i>	✓		✓				✓
<i>Kahn</i>	✓		✓				
<i>Lombardo</i>	✓		✓				
<i>Rachlin</i>	✓		✓				
<i>Scutari, Vice Chairwoman</i>		✓					
<i>People, Chairman</i>	✓		✓				
<i>McManus, Alternate No. 1</i>	✓		✓				
<i>Szpond, Alternate No. 2</i>	✓		✓				

**RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
APPROVING AND AUTHORIZING AN AMENDMENT TO THE AGREEMENT
WITH MERCK SHARP & DOHME CORP. PROVIDING FOR THE CONTINUED
ALTERNATE DISPOSAL OF ID TYPE 13C AND TYPE 27 SOLID WASTE.**

WHEREAS, the Union County Utilities Authority (“UCUA”) is a public body corporate and politic of the State of New Jersey, created by the Union County Board of Chosen Freeholders (“Freeholders”) in accordance with the provisions of the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq., by an Ordinance adopted on June 5, 1986, as amended on December 11, 1986, and exercises essential governmental functions for the public health, benefit and welfare of the citizens of Union County (“County”); and

WHEREAS, the Union County District Solid Waste Management Plan (“County Plan”) was developed in accordance with the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (“SWMA”), and initially adopted by the Freeholders on June 7, 1979 and certified by the New Jersey Department of Environmental Protection (“NJDEP”) on August 13, 1980, and has since been amended from time to time; and

WHEREAS, on December 11, 1986, the Freeholders designated UCUA as the agency responsible for the implementation of the County Plan, pursuant to and in accordance with the SWMA, and UCUA has been charged with planning, acquiring, constructing, maintaining and operating facilities for the processing and disposal of County solid waste and/or the recovery of recyclable materials (“County System”); and

WHEREAS, UCUA has previously developed, implemented and financed (through the issuance of long-term revenue bonds) a solid waste management system that includes the construction and operation of the Union County Resource Recovery Facility (“UCRRF”) to provide for the processing and disposal of all processible solid waste generated within the geographic boundaries of the County; and

WHEREAS, in response to Atlantic Coast Demolition & Recycling, Inc. v. Board of Chosen Freeholders of Atlantic County, et al., 112 F.3d 652 (3d Cir. 1997), cert. den. 522 U.S. 966 (1997) (“Atlantic Coast”), the County Plan was amended on May 21, 1998 to, among other things, define the County’s new disposal strategy, based upon voluntary contracts, as to Solid Waste Types 10 and 25 for disposal at the UCRRF, and including the lease by the UCUA to Ogden Martin Systems of Union, Inc. (now known as Covanta Union, Inc.) of the UCRRF and the real property and improvements upon which the UCRRF is constructed; and

WHEREAS, the County also adopted a series of amendments to the County Plan, as supplemented by an administrative action adopted by the UCUA in response to Atlantic Coast, resulting in the issuance of two certifications by the NJDEP, dated July 20, 1998 and June 1, 1999, which were subsequently clarified by the NJDEP on June 29, 1999, re-establishing mandatory flow control over all Solid Waste Types 13, 13C, 23 and 27 (“Non-Processible Waste”) generated within the County and further directing all Non-Processible Waste to the County’s designated disposal facility at that time, the Hackensack Meadowlands Development Commission, following and pursuant to a non-discriminatory procurement consistent with Atlantic Coast; and

WHEREAS, the County subsequently adopted amendments to the County Plan to re-affirm the County's exercise of regulatory flow control over all Non-Processible Waste generated within the County and designate, most recently, the Waste Management of New Jersey Inc. ("Waste Management") transfer facilities at Julia Street, Elizabeth, New Jersey as the disposal facility to which all such Non-Processible Waste shall be directed and the amendments to the County Plan have been certified by NJDEP; and

WHEREAS, Merck Sharp & Dohme Corp. ("Merck"), a pharmaceutical corporation that maintains corporate offices at 2000 Galloping Hill Road, Kenilworth, New Jersey, continues to be engaged in large scale projects to demolish structures on its industrial properties in Kenilworth, New Jersey (the "Kenilworth Project") and Rahway, New Jersey (the "Rahway Project") (collectively the "Projects") that continue to generate significant quantities of Solid Waste Type 13C (construction and demolition debris) and Type 27 (non-hazardous, contaminated soil) that will be required to be delivered to the County System for disposal; and

WHEREAS, for the reasons set forth in UCUA Resolution No. 27-2017, UCUA authorized and entered into an agreement between the parties ("Agreement"), allowing Merck to dispose of the construction and demolition debris and soil from the Projects at alternate permitted facilities, subject to Merck paying to the UCUA its current debt service and administrative fee component (collectively the "rate component") for every ton of solid waste from the Projects delivered for disposal to the alternate disposal facilities; and

WHEREAS, although the term of the existing Agreement is set to expire on March 31, 2018, the above described demolition-related activity continues, the underlying bases upon which the Agreement was entered into still exist, and the parties wish to extend the agreement an additional twelve (12) months; and

WHEREAS, UCUA has determined that approval of the extension of the Agreement with Merck, by way of the attached Addendum 1, is in UCUA's best interests and those of the citizens of the County, and is necessary for its efficient operations, and will ensure the continued implementation of regulatory flow control over all Non-Processible Waste which include, but are not limited to, Types 13C and 27.

NOW, THEREFORE, BE IT RESOLVED by the Union County Utilities Authority as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. Addendum 1 to the Agreement is approved in substantially the form attached hereto and the UCUA's Chairman and Executive Director are hereby authorized and directed to execute the Addendum.
3. A copy of this Resolution and Addendum 1 shall be available, upon execution by the parties, for public inspection at the offices of the Authority at 1499 Routes 1 & 9 North, Rahway, New Jersey.
4. This Resolution shall take effect immediately.

ADDENDUM 1 TO AGREEMENT

It is on this 22nd day of March, 2018, agreed by and among the Union County Utilities Authority (“UCUA”) and Merck Sharp & Dohme Corp. (hereinafter “Merck”), as follows:

1. Section 2 of the Agreement (a copy of which is attached hereto) of which this Addendum shall hereby become a part, is modified and shall be replaced in its entirety as follows:

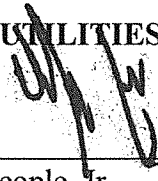
“Section 2. Term.

This Agreement shall be in effect for a period beginning on the date of full execution hereof by all Parties and shall end on the earlier of (1) the date upon which all Project Waste has been removed from the site and disposed of in accordance with this Agreement, or (2) March 31, 2019. This Agreement may be extended for an additional period, upon the mutual written agreement of the Parties.”

2. No other modifications to the terms of the Agreement are authorized by this Addendum 1, other than those set forth in paragraph 1 above. All other terms of the Agreement shall remain in full force and effect.
3. This Addendum shall become effective only upon execution by all parties hereto. It is understood, however, that the Agreement and this Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same Agreement and Addendum.

<<<<< SIGNATURE PAGE FOLLOWS >>>>>

UNION COUNTY UTILITIES AUTHORITY



Dated: 3-21-18

By: _____
Clifton People, Jr.
Chairman

Dated: 3-21-18

By: *Daniel P. Sullivan*
Daniel P. Sullivan
Executive Director

MERCK SHARP & DOHME CORP.
for Kenilworth Project

Dated: _____

By: _____
Signature

Name

Title

MERCK SHARP & DOHME CORP.
for Rahway Project

Dated: _____

By: _____
Signature

Name

Title

AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of May, 2017 by and between the **Union County Utilities Authority** (the "UCUA"), a public body corporate and politic of the State of New Jersey with principal offices at 1499 Routes 1 and 9 North, Rahway, New Jersey 07065, and **Merck Sharp & Dohme Corp.** with offices at 2015 Galloping Hill Road, Kenilworth, New Jersey 07033, and 126 East Lincoln Avenue, Rahway, New Jersey 07065 (collectively the "Parties").

WITNESSETH:

WHEREAS, Merck Sharp & Dohme Corp. (hereinafter "Merck"), a pharmaceutical corporation that maintains corporate offices at 2015 Galloping Hill Road, Kenilworth, New Jersey; and

WHEREAS, pursuant to the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq. (the "SWMA"), each county within the State of New Jersey is designated a solid waste management district with responsibility for the development of a solid waste management plan setting forth the solid waste disposal strategy to be applied in the district; and

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

WHEREAS, the County has designated the UCUA as the agency responsible for implementing the County Plan; and

WHEREAS, UCUA has previously developed, implemented and financed (through the issuance of long-term revenue bonds) a solid waste management system that includes the construction and operation of the Union County Resource Recovery Facility ("UCRRF") to provide for the processing and disposal of all processible solid waste generated within the geographic boundaries of the County; and

WHEREAS, in response to Atlantic Coast Demolition & Recycling, Inc. v. Board of Chosen Freeholders of Atlantic County, et al., 112 F.3d 652 (3d Cir. 1997), cert. den. 522 U.S. 966 (1997) ("Atlantic Coast"), the County Plan was amended on May 21, 1998 to, among other things, define the County's new disposal strategy, based upon voluntary contracts, as to Solid Waste Types 10 and 25 for disposal at the UCRRF, and including the lease by the UCUA to Ogden Martin Systems of Union, Inc. (now known as Covanta Union, Inc.) of the UCRRF and the real property and improvements upon which the UCRRF is constructed; and

WHEREAS, the County also adopted a series of amendments to the County Plan, as supplemented by an administrative action adopted by the UCUA in response to Atlantic Coast, resulting in the issuance of two certifications by the NJDEP, dated July 20, 1998 and June 1, 1999, which were subsequently clarified by the NJDEP on June 29, 1999, re-establishing mandatory flow control over all Solid Waste Types 13, 13C, 23 and 27 ("Non-Processible Waste") generated within the County and further directing all Non-Processible Waste to the County's designated disposal facility at that time, the Hackensack Meadowlands Development Commission, following and pursuant to a non-discriminatory procurement consistent with Atlantic Coast; and

WHEREAS, the County subsequently adopted amendments to the County Plan to re-affirm the County's exercise of regulatory flow control over all Non-Processible Waste generated within the County and on December 16, 2015, UCUA awarded a contract to Waste Management of New Jersey, Inc. for the provision of solid waste disposal services at its 864 Julia Street transfer station and materials recovery facilities in Elizabeth, New Jersey ("WMX Julia Street facility") for all Non-Processible Waste generated within the County over a term of three years, commencing on June 19, 2016, and an amendment to the County Plan has been certified by NJDEP to that effect; and

WHEREAS, Merck, a pharmaceutical corporation that maintains corporate offices at 2000 Galloping Hill Road, Kenilworth, New Jersey, continues to be engaged in large scale projects to demolish structures on its industrial properties in Kenilworth, New Jersey (the "Kenilworth Project") and Rahway, New Jersey (the "Rahway Project") (collectively referred to as the "Projects" and the "Project Sites") that continue to generate significant quantities of Solid Waste Type 13C (construction and demolition debris) and Type 27 (non-hazardous, contaminated soil) that will be required to be delivered to the County System for disposal; and

WHEREAS, based upon discussions by and among representatives of the UCUA, Merck, and Waste Management, and due the unique volume and industrial character of the subject solid waste material, it is apparent that Waste Management can not currently accept all of the construction and demolition debris and soil ("Project Waste") that will be generated by the Kenilworth Project and Rahway Project in a manner that will provide for the timely removal of solid waste materials from the respective project sites so as not to unduly delay the completion of the Projects; and

WHEREAS, UCUA and Merck representatives have negotiated the terms for a proposed agreement between the Parties ("Agreement"), allowing Merck to dispose of the construction and demolition debris and soil from the Projects at alternate permitted facilities, ensuring that proper environmental controls and appropriate handling are in place at all times up to and including the final disposal of the Project Wastes, and providing for payment to the UCUA of its current debt service and administrative fee component (collectively the "rate component") for every ton of solid waste from the Projects delivered for disposal to the alternate disposal facilities; and

NOW, THEREFORE, based upon these premises, and in consideration of the promises and mutual covenants set forth in this Agreement, and for other good and valuable consideration received by the Parties, each party intending to legally bind itself and its successors and assigns, the Parties do mutually covenant, promise and agree as follows:

Section 1. Disposal of ID 13C and ID 27 Solid Waste.

- A. Merck may dispose of Project Waste at the alternate disposal facilities set forth respectively on Exhibit A (Kenilworth Project waste) and Exhibit B (Rahway Project waste) attached hereto, which Project Waste may be delivered to such facilities via the transporters set forth respectively on Exhibit C (Kenilworth Project waste) and Exhibit D (Rahway Project waste) attached hereto.
- B. In the event that Merck seeks to utilize for the transportation and disposal of Project Waste, either (1) a disposal facility not set forth on Exhibits A or B, or (2) a transporter not set forth on Exhibit

C or D, then Merck shall provide the UCUA with fifteen (15) days advanced written notice of such proposed change in disposal facility(ies) and/or transporter(s). Merck shall not direct Project Waste to any such newly identified facility or direct delivery of any Project Waste via any such newly identified transporter until after receiving the UCUA's written consent regarding same.

- C. Merck represents that, in the event that it endeavors to utilize a disposal facility other than those set forth on Exhibit A attached hereto (or any successor disposal facility duly identified under this Agreement), or WMX Julia Street facility, for such Project Waste, Merck shall ensure that such facility and any successor facility(ies) meets or exceeds the minimum local, regional, State and Federal statutory and regulatory standards applicable to the facility type and waste types disposed of pursuant to this Agreement; and shall promptly provide documentation of a technical and permit nature to the UCUA, if requested, demonstrating that all such applicable standards have been met.

Section 2. Term.

This Agreement shall be in effect for a period beginning on the date of full execution hereof by all Parties and shall end on the earlier of (1) the date upon which all Project Waste has been removed from the project sites and disposed of in accordance with this Agreement, or (2) March 31, 2018. This Agreement may be extended for an additional period, upon the mutual written agreement of the Parties.

Section 3. Records.

- A. Merck, to provide the UCUA with access to, and copies of, records and documents demonstrating the following:
- (1) The number of tons of Project Waste produced as part of its operations and related Project activities, and caused to be disposed of by Merck, at WMX Julia Street facility and those facilities set forth on Exhibits A and B attached hereto for the period commencing as of the date of this Agreement and continuing through completion of the Projects. Such records may include, but are not limited to, Origin and Destination (O&D) Forms, Manifests, Invoices, Scale Receipts, Delivery Receipts, Dump Tickets, Pull Tickets, Purchase Orders, Bills of Lading, Log Books, and Proof of Delivery.
 - (2) The site of generation of ID 13C Waste or ID 27 Waste produced as part of its operations and related activities.
 - (3) At a minimum, Merck shall provide to the UCUA for each separate load of Project Waste removed from the Project Sites the following information: the date of each shipment, tonnage, waste type, name of the transporter, and site of disposal.
- B. The information set forth in Section 3, paragraph A(3) above shall be provided monthly by Merck to the UCUA in a form satisfactory to the UCUA, to be received no later than the seventh (7th) day of the month following any month during which Project Waste is removed from the site.
- C. Merck shall provide to the UCUA on a monthly basis, to be received no later than seventh (7th) day of the month following any month during which recyclable materials are removed from a Project

site, a written report detailing the source separation activities for recyclable materials at the Projects during the term of this agreement. The report required under this paragraph shall include, at a minimum, the following information for each load of recyclable material removed from the project site during the subject month:

- (1) Material type
- (2) Tonnage/weight
- (3) Transporter name
- (4) Date removed from site
- (5) Receiving facility name & address

Section 4. Payment of UCUA Rate Component

- A. Merck shall, by no later than 3:00 PM on the 15th day following the end of each Quarter during which Project Waste is removed from the site, pay the UCUA an amount equal to the UCUA's current Approved Rate Component of \$29.12 per ton multiplied by the number of tons of Project Waste disposed of at a facility other than WMX Julia Street facility during the subject week. (For example: rate component payment for Project Waste disposed of at a non-WMX Julia Street facility during the quarter ending June 30, 2017, will be due July 15, 2017).
- B. Payment as set forth in paragraph A immediately above shall be made via wire transfer from Merck to the UCUA for which wiring instructions are set forth in Exhibit E attached hereto.
- C. It is expressly understood by the Parties that the UCUA may, by virtue of applicable statutory and regulatory provisions known as the Peak Rate regulations, when necessary, modify its Approved Rate Component which would thereby result in a total increase in the overall disposal rate for ID 13C and/or 27 Solid Waste, as a component of Non-Processible Waste, in effect at that time.
- D. The UCUA shall, within fifteen (15) days of the effective date of any change, provide Merck, written notice, as set forth below, of changes in the rate for disposal for ID 13C and/or 27 Solid Waste and identify that portion attributable to the Approved Rate Component.
- E. At the option of Merck, the payments set forth in this Section 4, paragraph A, may be made separately on a Project Site basis (i.e. separate payments can be made for waste disposed of from the Kenilworth Project site than for waste disposed of from the Rahway Project site.).

Section 5. Miscellaneous

- A. This Agreement is expressly conditioned upon any approvals, which are currently or may prospectively be required by the NJDEP or any other regulatory or enforcement authority to render this Agreement valid and enforceable. To the extent that it is required to do so, the UCUA will exercise due diligence to obtain any and all such approvals to which it is subject and Merck, will cooperate to the extent required by the UCUA or the regulatory or enforcement authority in that regard. Concurrently, to the extent that it is required to do so, Merck, will exercise due diligence to obtain any and all such approvals to which it is subject and the UCUA will cooperate to the extent required of it by Merck, or the applicable regulatory or enforcement authority in that regard.

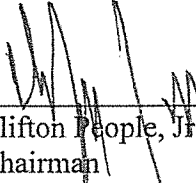
- B. In the event that Merck, breaches a material provision of this Agreement, including a breach of its obligation to provide the records referred to in Section 2, above; and/or a breach of its obligation to pay the UCUA Approved Rate Component referred to in Section 3, above, UCUA shall serve a written notice of the violation on Merck, and Merck shall have seven (7) days from the date of receipt of the notice of violation, or such other reasonable period of time in excess of seven (7) days that is acceptable to UCUA (in its sole judgment), to cure the violation. In the event the violation has not been cured within seven (7) days of receipt of the notice of violation or such other time period consented to by UCUA, in addition to all other rights afforded to it under this Agreement and available to it by law, UCUA may, in its sole discretion, (1) terminate this Agreement upon seven (7) days written notice to Merck, and/or (2) file an action seeking damages or other relief against Merck.
- C. Regardless of the level of compliance exercised by the UCUA as required hereinabove, Merck shall use due diligence and otherwise employ its best efforts to keep apprised of any Amendments to the County Plan, including, but not limited to, changes in the Approved Rate Component, that may affect the terms and conditions of this Agreement and Merck, other independent obligations to comply with the County Plan.
- D. In the event that the UCUA breaches its obligation to provide written notice of a change in the Approved Rate Component referred to in Section 3, above, Merck, shall only be responsible for payment of the new Approved Rate Component for all Type 13C and/or 27 waste delivered by or on behalf of Merck under the terms of this Agreement subsequent to its receipt of actual written notice of such change.
- E. Merck agrees to indemnify, defend, and hold harmless the UCUA, and its respective Commissioners, officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with this Agreement, due to the negligence or fault of the Merck, its officers, agents, servants, or employees and/or any other person or persons. Notwithstanding that UCUA has approved the disposal facilities listed in Exhibits A and B hereto, Merck agrees to indemnify and hold harmless UCUA, its Commissioners, officers, agents, contractors, subcontractors, servants and employees from any and all claims and liabilities pertaining to the transportation and disposal of such Project Waste.
- F. In the event that any provision of this Agreement shall be determined for any reason to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements of or 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. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

- G. Nothing in this Agreement is intended, meant, nor shall it be so interpreted by the Parties, to prevent or in any way limit, the UCUA's and County's ability to currently or prospectively regulate solid waste flow control over all Union County-generated Non-Processible Waste is the subject of this Agreement. The Parties hereby acknowledge that subsequent NJDEP-approved Amendments to the County Plan may impact, and possibly render impossible, either or both Parties' ability to perform and abide by the terms of this Agreement.
- H. All written notices to be provided under this Agreement by the UCUA to Merck, shall be addressed as follows:
1. for the Kenilworth Project, Attn: Stephen Rupprecht, Director S&E, Merck Sharp & Dohme Corp., 2015 Galloping Hill Road, Kenilworth, NJ 07033.
 2. for the Rahway Project, Attn: Patricia Johnson, Director S&E, Merck Sharp & Dohme Corp., 126 East Lincoln Avenue, Rahway, New Jersey 07065.
- I. All written notices to be provided under this Agreement to the UCUA by Merck, shall be addressed as follows: Attn: Daniel P. Sullivan, Executive Director, Union County Utilities Authority, 1499 Routes 1 & 9 North, Rahway, NJ 07065.
- J. Merck and the UCUA knowingly and voluntarily enter into this Agreement and each person executing this Agreement represents and warrants that he or she has been empowered and authorized by the respective party on whose behalf he or she is acting to so execute this Agreement.
- K. This Agreement contains the entire agreement and understanding of the Parties with regard to the matters specifically described in this Agreement.
- L. This Agreement may be executed in any number of counterparts, each of which shall be executed by the UCUA and Merck and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.
- M. This Agreement shall be governed by the laws of the State of New Jersey. In the event of any claim or dispute between Merck and UCUA, the parties agree to file such claim or dispute only to the Superior Court of New Jersey, Union County, and submit to its jurisdiction, and that the laws of the State of New Jersey will govern any such claim or dispute.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

UNION COUNTY UTILITIES AUTHORITY

Dated: 3/15/17

By: 
Clifton People, Jr.
Chairman

Dated: 3/15/17

By: 
Daniel P. Sullivan
Executive Director

MERCK SHARP & DOHME CORP.

Dated: _____

By: _____
Signature

Name

Title

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

UNION COUNTY UTILITIES AUTHORITY

Dated: _____

By: _____
Clifton People, Jr.
Chairman

Dated: _____

By: _____
Daniel P. Sullivan
Executive Director

MERCK SHARP & DOHME CORP.
for Kenilworth Project

Dated: 11-MAY-2017

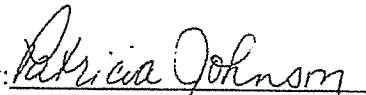
By: 
Signature

STEPHEN RUPPRECHT
Name

DIRECTOR, S+E
Title

MERCK SHARP & DOHME CORP.
for Rahway Project

Dated: 10-May-2017

By: 
Signature

Patricia Johnson
Name

Director, S+E
Title

EXHIBIT A

DISPOSAL FACILITIES KENILWORTH PROJECT

Grand Central Sanitary Landfill (GCS)
1963 Pen Argyl Road
Pen Argyl, PA 18072

Grows North Landfill
1400 Bordentown Road
Morrisville, PA 19067

Tullytown Resource Recovery Facility (TRRF)
200 Bordentown Road
Tullytown, PA 19007

Fairless Landfill
1000 New Ford Mill Road
Morrisville, PA 19067

Keegan Landfill
437 Bergen Ave
Kearny, NJ 07032

Lycoming County Resource Management Services
447 Alexander Drive / Route 15
Montgomery, PA 17752

EXHIBIT B

DISPOSAL FACILITIES RAHWAY PROJECT

Keegan Landfill
437 Bergen Ave
Kearny, NJ 07032

Lycoming County Resource Management Services
447 Alexander Drive / Route 15
Montgomery, PA 17752

Grand Central Sanitary Landfill (GCF)
1963 Pen Argyl Road
Pen Argyl, PA 18072

Grows North Landfill
1400 Bordentown Road
Morrisville, PA 19067

Tullytown Resource Recovery Facility (TRRF)
200 Bordentown Road
Tullytown, PA 19007

Fairless Landfill
1000 New Ford Mill Road
Morrisville, PA 19067

EXHIBIT C

SOLID WASTE TRANSPORTERS KENILWORTH PROJECT

Horwith Trucks Inc

PO Box 7 Northampton, PA 18067

PHONE # : 610-261-2220

LICENSE # : PA-AH 0176

EPA ID # : PAD146714878

Freehold Cartage Inc

PO Box 5010 Freehold, NJ 07728

PHONE # : 732-462-1001

LICENSE # : PA-AH 0067

EPA ID # : NJD054126164

Republic Services of NJ LLC

5 Industrial Dr, New Brunswick NJ 07090

732-545-8988

NJ DEP license # 02798

Northstar Contracting Group

32 Williams Parkway

East Hanover, NJ 07936

NJDEP Registration #: 658222

Rebco Contracting Corp

541 Stuyvesant Ave.

Lyndhurst NJ 07071

NJDEP # 21636

Waste Management

100 Avenue A

Newark, NJ 07114

NJDEP # 17273

EXHIBIT D

SOLID WASTE TRANSPORTERS RAHWAY PROJECT

Horwith Trucks Inc

PO Box 7 Northampton, PA 18067

PHONE # : 610-261-2220

LICENSE # : PA-AH 0176

EPA ID # : PAD146714878

Freehold Cartage Inc

PO Box 5010 Freehold, NJ 07728

PHONE # : 732-462-1001

LICENSE # : PA-AH 0067

EPA ID # : NJD054126164

Republic Services of NJ LLC

5 Industrial Dr, New Brunswick NJ 07090

732-545-8988

NJ DEP license # 02798

Northstar Contracting Group

32 Williams Parkway

East Hanover, NJ 07936

NJDEP Registration #: 658222

Rebco Contracting Corp

541 Stuyvesant Ave.

Lyndhurst NJ 07071

NJDEP # 21636

Waste Management

100 Avenue A

Newark, NJ 07114

NJDEP # 17273

EXHIBIT E

WIRE INSTRUCTIONS

Bank:	Wells Fargo Bank, N.A.
ABA Routing No.:	121000248
For Credit to Account Holder:	Union County Utilities Authority
Account Holder Address:	1499 Routes 1&9, Rahway, NJ
Account Reference:	Operating Checking Account
FFC:	Union County Utilities Authority
Account No.:	200200399459-1