

RESOLUTION

OF THE

UNION COUNTY UTILITIES AUTHORITY

Resolution No.: 68-2025

Date: November 12, 2025

Approved as to form:

Bianka Vargas, Clerk

Approved as to sufficiency of funds:

John Cuiffo, Acting Comptroller

[] YES [] NO [X] NONE REQUIRED

APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH EXXON MOBIL CORPORATION PROVIDING FOR THE ALTERNATE DISPOSAL OF ID 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 Board of County Commissioners of the County of Union (the "County Commissioners", previously referred to as "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 County Commissioners 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 County Commissioners designated the 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, the 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 Reworld) 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 reaffirm the County’s exercise of regulatory flow control over all Non-Processible Waste generated within the County and on February 13, 2024, the UCUA awarded a contract to Waste Management of New Jersey, Inc. (“WM”) for the provision of solid waste disposal services at its Front Street transfer station and materials recovery facilities in Elizabeth, New Jersey (“WM Front Street facility”) for all Non-Processible Waste generated within the County over a term of three years, commencing on June 20, 2024, and an amendment to the County Plan has been certified by NJDEP to that effect; and

WHEREAS, ExxonMobil is performing environmental remediation activities on certain real property located in Linden, New Jersey, owned and operated by Bayway Refining Company and known commonly as the Bayway Refinery Complex (the “Site”), which remedial activities require the disposal of quantities of Solid Waste Type 27 (non-hazardous and contaminated soil) originating from a portion of the Site designated as the E-Unit Area Investigative Area of Concern (“IAOC E1”)(collectively, “the Work”) that the County Plan would otherwise require to be delivered to the County System for disposal; and

WHEREAS, based upon discussions by and among representatives of the UCUA, ExxonMobil, WM, and Waste Management of PA Inc. and due to the unique volume and industrial character of the subject solid waste material, the Parties agree that it is more environmentally secure and efficient to direct haul all of the Type 27 material originating from the Work at IAOC E1, with the exception of such Type 27 material that is removed for the purposes of beneficial reuse (the “Waste”) as to not mix residual wastes or to unduly delay the completion of the Work as a result of processing the Waste at the WM Front Street transfer facility; and

WHEREAS, UCUA and ExxonMobil representatives have negotiated the terms for a proposed agreement between the Parties (“Agreement”), allowing ExxonMobil to dispose of the Waste at an alternate Waste Management-owned permitted facility, ensuring that proper environmental controls and appropriate handling are in place at all times up to and including the final disposal of the Waste, and providing for payment to the UCUA of its current debt service and administrative fee component (commonly referred to as the “Approved Rate Component”) for every ton of solid waste from IAOC E1 delivered for disposal to the alternate disposal facility; and

WHEREAS, UCUA has determined that approval of the Agreement with ExxonMobil 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 includes, but is not limited to, solid waste Type 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. The Agreement with ExxonMobil is approved in substantially the form as is attached hereto and the UCUA's Chairman and Executive Director are hereby authorized and directed to execute the Agreement.
3. A copy of this Resolution and Agreement shall be available, upon execution by the parties, for public inspection at the offices of the UCUA at 1499 US Highway 1 North, Rahway, New Jersey.
4. This Resolution shall take effect immediately.

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Eastman</i>		✓					
<i>Figueiredo</i>	✓		✓				
<i>Holder</i>	✓		✓				✓
<i>Jackus</i>	✓		✓				
<i>Kahn</i>	✓		✓				
<i>McManus</i>	✓		✓				
<i>Rachlin</i>	✓		✓				
<i>Scutari</i>	✓		✓			✓	
<i>Szpond</i>	✓		✓				
<i>Alma, Alternate No. 1</i>	✓		✓				
<i>Scott-Bey, Alternate No. 2</i>	✓						

AGREEMENT

THIS AGREEMENT is made and entered into as of the 13th day of November 2025 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 **Exxon Mobil Corporation** (hereinafter “ExxonMobil”), with offices at 100 Walnut Avenue, Suite 210, Clark, NJ 07066 (collectively, the “Parties”).

WITNESSETH:

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 County Commissioners 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 February 13, 2024, the UCUA awarded a contract to Waste Management of New Jersey, Inc. (“Waste

Management” or “WM”) for the provision of solid waste disposal services at its Front Street transfer station and materials recovery facilities in Elizabeth, New Jersey (“WM Front Street facility”) for all Non-Processible Waste generated within the County over a term of three years, commencing on June 20, 2024, and an amendment to the County Plan has been certified by NJDEP to that effect; and

WHEREAS, ExxonMobil is performing environmental remediation activities on certain real property located in Linden, New Jersey, owned and operated by Bayway Refining Company (“BRC”) and known commonly as the Bayway Refinery Complex (the “Site”), which remedial activities require the disposal of quantities of Solid Waste Type 27 (non-hazardous and contaminated soil) originating from a portion of the Site designated as the E-Unit Area Investigative Area of Concern (“IAOC E1”)(collectively, “the Work”) that the County Plan would otherwise require to be delivered to the County System for disposal; and

WHEREAS, based upon discussions by and among representatives of the UCUA, ExxonMobil, WM, and Waste Management of PA Inc. and due to the unique volume and industrial character of the subject solid waste material, the Parties agree that it is more environmentally secure and efficient to direct haul all of the Type 27 material originating from the Work at IAOC E1, with the exception of such Type 27 material that is removed for the purposes of beneficial reuse (the “Waste”) as to not mix residual wastes or to unduly delay the completion of the Work as a result of processing the Waste at the WM Front Street transfer facility; and

WHEREAS, UCUA and ExxonMobil representatives have negotiated the terms for a proposed agreement between the Parties (“Agreement”), allowing ExxonMobil to dispose of the Waste at an alternate Waste Management-owned permitted facility, ensuring that proper environmental controls and appropriate handling are in place at all times up to and including the final disposal of the Waste, and providing for payment to the UCUA of its current debt service and administrative fee component (collectively the “Approved Rate Component”) for every ton of solid waste from IAOC E1 delivered for disposal to the alternate disposal facility; 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 27 Solid Waste.

- A. ExxonMobil may dispose of Waste at the alternate disposal facility set forth on Exhibit A attached hereto, which Waste may be delivered to such facility via the transporter(s) set forth on Exhibit B (Solid Waste Transporters) attached hereto. As set forth herein above, the Waste shall not include Type 27 material originating from the Work at IAOC E1 that is removed and transported for beneficial reuse as reflected in the records to be provided pursuant to Section 3 paragraph C.
- B. In the event that ExxonMobil seeks to utilize for the transportation and disposal of Waste, either (1) a disposal facility not set forth on Exhibit A, or (2) a transporter not set forth on Exhibit B, then ExxonMobil shall provide the UCUA with thirty (30) days advanced written notice of such proposed

change in disposal facility(ies) and/or transporter(s). ExxonMobil shall not direct Waste to any such newly identified facility or direct delivery of any Waste via any such newly identified transporter until after receiving the UCUA's written consent regarding same. UCUA shall have fifteen (15) days from receipt of ExxonMobil's written notice of proposed change to respond to the notice and shall not unreasonably withhold approval of such notice. Any denial of ExxonMobil's notice of proposed change shall list the basis for the denial. If UCUA fails to respond to ExxonMobil's notice within the fifteen (15) day window, ExxonMobil shall be entitled to initiate the proposed change.

- C. In addition to the requirements set forth in Section 1B above, ExxonMobil represents that, in the event that it endeavors to utilize a disposal facility other than as set forth on Exhibit A attached hereto (or any successor disposal facility duly identified under this Agreement) for such Waste, ExxonMobil 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 Waste associated with the Work has been removed from the Site and disposed of in accordance with this Agreement, or (2) June 30, 2026. This Agreement may be extended for an additional period, upon the mutual written agreement of the Parties.

Section 3. Records.

- A. ExxonMobil shall provide the UCUA with access to, and copies of, records and documents demonstrating the following:
- (1) The number of tons of Waste produced as part of its operations and related Work activities, and caused to be disposed of by ExxonMobil, at the facility set forth on Exhibit A attached hereto for the period commencing as of the date of this Agreement and continuing through completion of the Work. 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 origin of Type 27 Waste to be disposed of as part of the Work.
 - (3) At a minimum, ExxonMobil shall provide to the UCUA for each separate load of Waste removed from IAOC E1 the following information:
 1. Waste type
 2. Tonnage
 3. Transporter name
 4. Date of each shipment
 5. Disposal facility name and address
 6. Date of disposal

- B. The information set forth in Section 3, paragraph A(3) above shall be provided monthly by ExxonMobil via email to the UCUA (to the email addresses: comptroller@ucua.org and jhummel@ucua.org) 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 Waste is removed from IAOC E1.
- C. ExxonMobil shall provide to the UCUA on a monthly basis, to be received no later than the seventh (7th) day of the month following any month during which recyclable materials are removed from IAOC E1 (including Type 27 soil removed and transported to a facility for beneficial reuse), a written report detailing the source separation activities for recyclable materials related to the Work 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 related to the Work during the subject month:
 - (1) Material type
 - (2) Tonnage/weight
 - (3) Transporter name
 - (4) Date removed from IAOC E1
 - (5) Receiving facility name & address

Section 4. Payment of UCUA Rate Component

- A. Following UCUA's receipt of the monthly Waste information specified in Section 3 of this Agreement, UCUA shall submit to ExxonMobil an invoice reflecting UCUA's Approved Rate Component of \$35.52 per ton multiplied by the number of tons of Waste disposed of at a facility other than the WM Front Street facility during the subject month. ExxonMobil shall pay such invoice no later than forty-five (45) days after ExxonMobil's receipt of the invoice.
- B. Payment as set forth in paragraph A immediately above may be made via check or wire transfer on behalf of ExxonMobil to the UCUA for which wiring instructions are set forth in Exhibit C 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 change in the overall disposal rate for Type 27 Solid Waste in effect at that time.
- D. The UCUA shall provide written notice to ExxonMobil within fifteen (15) days of the effective date of any modification of its Approved Rate Component for ID 27 solid waste.

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 ExxonMobil, 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, ExxonMobil, 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 ExxonMobil, or the applicable regulatory or enforcement authority in that regard.

- B. In the event that ExxonMobil breaches a material provision of this Agreement, including a breach of its obligation to provide the records referred to in Section 3, and/or a breach of its obligation to pay the UCUA Approved Rate Component referred to in Section 4, , UCUA shall serve a written notice of the violation on ExxonMobil, and ExxonMobil shall have thirty (30) days from the date of receipt of the notice of violation, or such other reasonable period of time in excess of thirty (30) days that is acceptable to UCUA (in its sole judgment), to cure the violation. In the event the violation has not been cured within thirty (30) 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 ExxonMobil, and/or (2) file an action seeking damages or other relief against ExxonMobil.
- C. Except as set forth in this Agreement, ExxonMobil shall use due diligence and otherwise employ its best efforts to keep apprised of any Amendments to the County Plan that may affect the terms and conditions of this Agreement and ExxonMobil's obligations to comply with the County Plan. UCUA shall provide written notice to ExxonMobil of any Amendments to the County Plan relating to the disposal of Type 27 waste or otherwise impacting the terms of this Agreement within seven (7) days on the enactment of each Amendment.
- 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, ExxonMobil, shall only be responsible for payment of the new Approved Rate Component for all Type 27 waste delivered by or on behalf of ExxonMobil under the terms of this Agreement subsequent to its receipt of actual written notice of such change.
- E. ExxonMobil 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 ExxonMobil, its officers, agents, servants, or employees and/or any other person or persons. Notwithstanding that UCUA has approved the disposal facility and transporter(s) listed in Exhibits A and B hereto, ExxonMobil 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 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. This Agreement is not and shall not be construed as an admission of any issue of fact or law or as an admission or adjudication of any liability and shall not be admissible in any other suit or proceeding.
- I. All written notices to be provided under this Agreement by the UCUA to ExxonMobil, shall be addressed as follows:

Attn: Pierce Doubleday, Project Manager
Environmental & Property Solutions (E&PS) – Environmental Solutions
ExxonMobil Environmental and Property Solutions
1400 Park Avenue, Building 7
Linden, NJ 07036

- J. All written notices to be provided under this Agreement to the UCUA by ExxonMobil, shall be addressed as follows:

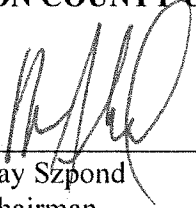
Attn: Linda D. Stender, Executive Director
Union County Utilities Authority
1499 Routes 1 & 9 North
Rahway, NJ 07065.

- K. ExxonMobil 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.
- L. This Agreement contains the entire agreement and understanding of the Parties with regard to the matters specifically described in this Agreement.
- M. This Agreement may be executed in any number of counterparts, each of which shall be executed by the UCUA and ExxonMobil and all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same.
- N. This Agreement shall be governed by the laws of the State of New Jersey. In the event of any claim or dispute between ExxonMobil 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: 11/13/25

By: 
Ray Szpond
Chairman

Dated: 11/13/25

By: 
Linda D. Stender
Executive Director

EXXON MOBIL CORPORATION

Dated: November 11, 2025

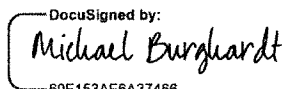
By: 
60E153AE6A37486
Michael J. Burghardt
Agent and Attorney-In-Fact

EXHIBIT A
DISPOSAL FACILITIES

WM Phoenix Resources Landfill
782 Antrim Road
Wellsboro, PA 16901

EXHIBIT B

SOLID WASTE TRANSPORTERS

Destination - Phoenix Resources Landfill:

Waste Management of PA
100 Brandywine Blvd STE 300
Newtown, PA 18940
NJDEP# 16411

DJM Transport LLC
655 Kearny Ave STE 203
Kearny, NJ 07032
NJDEP# 29681

Horwith Trucks Inc.
1449 Nor-Bath Blvd. Route 329
Northampton, PA 18067
NJDEP# 16227