

**BOROUGH OF ALLENDALE
COUNTY OF BERGEN
STATE OF NEW JERSEY**

ORDINANCE 22-12

**ORDINANCE OF THE BOROUGH OF ALLENDALE, IN THE
COUNTY OF BERGEN, NEW JERSEY, APPROVING AN
AMENDMENT TO THE AGREEMENT OF SALE BETWEEN
THE BOROUGH AND VEOLIA WATER NEW JERSEY INC.
(FORMERLY SUEZ WATER NEW JERSEY INC.) FOR THE SALE OF
THE BOROUGH'S WATER SUPPLY, TREATMENT AND
DISTRIBUTION SYSTEM.**

WHEREAS, the Borough of Allendale, in the County of Bergen, New Jersey (the "Borough") currently owns and operates a water system servicing the residents and property owners (the "Customers") within the geographic boundaries of the Borough (the "System"); and

WHEREAS, the Borough prepared and distributed a Request for Bids for the Sale of the Water System (the "RFB") dated April 7, 2021 requesting bids for the purchase of the System pursuant to N.J.S.A. 40:62-1 et seq. (the "Public Utilities Law"); and

WHEREAS, on May 24, 2021 the Borough received two bids from two regulated water companies, Suez Water New Jersey Inc. and New Jersey American Water Company, Inc., to purchase the Borough's System; and

WHEREAS, based on the review of the above referenced bids, the Borough determined that the bid submitted by Suez Water New Jersey Inc. in the amount of \$18,000,000 was the highest responsible bid; and

WHEREAS, following approval of a ballot referendum, the Borough, via Ordinance 21-10, dated August 12, 2021, authorized the execution of an agreement to sell the System to Suez Water New Jersey Inc., dated as of March 24, 2022 (the "Agreement"); and

WHEREAS, subsequent to the execution and delivery of the Agreement, Suez Water New Jersey underwent a name change and is now known as Veolia Water New Jersey Inc.; and

WHEREAS, the Borough and Veolia desire to enter into an amendment to the Agreement to accurately reflect the name change from Suez Water New Jersey to Veolia Water New Jersey in a form substantially similar to the form attached hereto as **Exhibit A** (the "Amendment"); and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, as follows:

SECTION I

The recitals are hereby incorporated as if set forth in full herein.

SECTION II

The Borough hereby approves the Amendment to the Agreement of Sale between the Borough and Suez Water New Jersey Inc. entitled "Amendment to the Agreement of Sale" substantially in the form substantially similar to the form attached hereto as **Exhibit A**.

SECTION IV

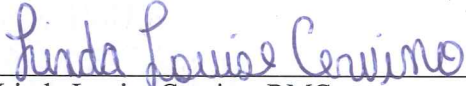
The Mayor and Council and all other appropriate officials of the Borough are hereby authorized and directed to execute the Amendment to the Agreement of Sale and any other documents deemed necessary to effectuate the terms of this Ordinance.

SECTION V

This Ordinance shall take effect as provided by law.

	Motion	Second	Yea	Nay	Absent	Abstain
Homan	✓		✓			
O'Connell			✓			
O'Toole			✓			
Sasso			✓			
Lovisollo		✓	✓			
Wilczynski			✓			
Bernstein						

I hereby certify the above to be a true copy of an ordinance adopted by the Governing Body of the Borough of Allendale on July 21, 2022.


Linda Louise Cervino, RMC
Municipal Clerk


Mayor Ari Bernstein

AMENDMENT TO AGREEMENT OF SALE

THIS AMENDMENT TO AGREEMENT OF SALE ("Amendment") dated as of June __, 2022, is made and entered into between the BOROUGH OF ALLENDALE, a public body corporate and politic in Bergen County in the State of New Jersey (the "Borough") and VEOLIA WATER NEW JERSEY INC., a New Jersey corporation, as successor-in-interest to SUEZ Water Jersey Inc. ("Buyer"). The Borough and Buyer are each referred to as a "Party" and collectively referred to as, the "Parties."

RECITALS:

WHEREAS, the Borough and Buyer's predecessor-in-interest. SUEZ Water New Jersey Inc., previously entered into that certain Agreement of Sale, dated as of March 24, 2022 (the "Agreement") for the purchase of the System (as such term is defined in the Agreement) from the Borough; and

WHEREAS, subsequent to the execution and delivery of the Agreement, Buyer underwent a name change and is now known as Veolia Water New Jersey Inc.;

WHEREAS, the Parties desire to amend the Agreement upon the terms set forth in this Amendment to effectuate such changes as the Parties have mutually agreed to.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be mutually bound, agree as follows:

1. Defined Terms. Unless otherwise indicated herein, capitalized terms used in this Amendment shall have the respective meanings specified in the Agreement.
2. Buyer Name Change. The definition of "Buyer" and all references thereto in the Agreement shall be deemed to be Veolia Water New Jersey Inc., which such entity shall be obligated and bound by the Agreement with the same force and effect as if it originally appeared thereunder. The rights and obligations of the Parties under the Agreement shall each continue to apply by its terms and conditions as set forth in the Agreement, and as amended by this Amendment.
3. Amendment to the Agreement
 - a) Section 13.6 shall be deleted in its entirety and the following substituted in its place and stead:

"Section 13.6 NOTICES. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim,

or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

If to Borough:

*Municipal Clerk
Allendale Borough Hall
500 West Crescent Avenue
Allendale, New Jersey 07401*

Copy to:

*Raymond R. Wiss, Esq.
Wiss & Bouregy PC
345 Kinderkamack Road
Westwood, NJ 07675*

and

*Ryan J. Scerbo, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
61 South Paramus Road, Suite 250
Paramus, New Jersey 07652*

If to Buyer:

*Veolia Water New Jersey Inc.
200 Lake Shore Drive
Haworth, New Jersey 07641
Attn: Alan Weland, General Manager*

Copy to:

*Veolia North America Inc.
461 From Road, Suite 400
Paramus, New Jersey 07652
Attn: Legal Department – Utility Operations*

Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it is actually received by the intended recipient. Any Party may


change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth."

4. Execution; Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The exchange of a fully executed Amendment (in counterparts or otherwise) by electronic transmission in .PDF or other equivalent format or by facsimile shall be sufficient to bind the Parties to the terms and conditions of this Agreement.
5. Ratification. Except as hereby amended, the Agreement is in all respects ratified and confirmed and remains unchanged.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment as of the year and date first above written.

BOROUGH OF ALLENDALE

By: 
Name: _____
Title: _____

VEOLIA WATER NEW JERSEY INC.

By: _____
Name: _____
Title: _____