

June 23, 2020

Public comments will be permitted for those specific resolutions to be removed from consent approval.

Please read the synopsis of the resolutions, which have been prepared by the Authority's Staff. Each is informative and self-explanatory. However, if you wish to address a specific resolution, the Board will entertain questions on it.

RESOLUTIONS

EXECUTIVE SESSION #03E-20

- #44-20** - Resolution adopting of Temporary Discharge Permit to JS Held for groundwater remediation project.
- #45-20** - Resolution authorizing the Grant of a Permanent Utility and Temporary Construction Easement to EWA Linden 4050, LLC and Consent Agreement with Public Service Electric and Gas Company for a Sewer Main Connection.
- #46-20** - Resolution authorizing a Fourth amendment to the Use and Occupancy Agreement with Aries Linden LLC to expand the area licensed to Aries Linden LLC.
- #47-20** - Resolution authorizing the Extension of Grace Period for 2020 Sewer Bills.
- #48-20** - Resolution awarding a one-year contract to Spectraserv Inc. for Removal, Barge, Transport and Disposal of Sludge in the amount of \$1,938,240.00 at a price \$40.38 per wet ton.

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #44-20

TO ISSUE A TEMPORARY DISCHARGE PERMIT TO:

JS HELD

Site: 1001 East Edgar Road
Linden, NJ 07036

WHEREAS, the above operator of a groundwater remediation project, which hereby proposes to discharge to the Linden Roselle Sewerage Authority's facilities, has applied for a temporary Discharge Permit renewal in accordance with the requirements of the Authority's Rules and Regulations; and

WHEREAS, the Authority has given proper public notice of the application for a temporary groundwater remediation site and for the proposed issuance of such permit by the Authority, in accordance with the applicable State and Federal regulations; and

WHEREAS, the Authority has addressed any comments from the public as a result of such notice; and

WHEREAS, the Authority's Staff has recommended the issuance of such permit as set forth in the attached memorandum dated June 19, 2020, attached hereto and made part of this Resolution.

NOW THEREFORE, BE IT RESOLVED that the Temporary Discharge Permit, as set forth in the attached memorandum, upon the terms and conditions contained in the permit be issued to JS Held effective July 01, 2020.

I certify the above to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on June 23, 2020.


Derek Armstead, Secretary



LRSA MEMORANDUM

To: LRSA Board Members

Cc: Urszula Luzny, Office Manager

From: Jeffrey A. Williams, Executive Director 
Edward Majeski, Environmental Compliance Manager 

Date: June 19, 2020

Re: 1001 E. Edgar Rd – Temporary Discharge Permit Recommendation

A request for a temporary wastewater discharge permit for a site adjacent to BJ's Wholesale Club in Linden was received February 26, 2020. The site at 1001 East Edgar Road will be conducting groundwater remediation beginning in late summer for approximately 13 weeks.

The permit application was received May 7, 2020 and reviewed. The remediation consultant company is JS Held, located at 19 Chatham Rd. in Summit, NJ. The facility contact is Jeff McCurdy at (908) 918-1702.

Detected Benzene at a concentration of 316 ug/L in MW-18 (worst case scenario). This would calculate to 1.76 ug/L in our influent. The LRSA Air compliance limit is 15.5 ug/L. Present LRSA Benzene concentrations in the influent are normally not detected, therefore the proposed discharge is acceptable.

The wastewater treatment system consists of two tanks in a series designed for sedimentation. A flow meter will be placed after the final tank.

In order to minimize volume during major rain events, the site will reduce the discharge. Self-monitoring will be conducted at start-up and every 30 days.

The site will connect to a nearby sanitary sewer manhole, approximately 75 feet north of the site operated by BJs Wholesale Club.

To be billed at the residential/small business discharge sewer rate.

The temporary draft permit was published for 30 days ending June 19, 2020. No comments were received.

I recommend authorization of this temporary groundwater remediation discharge permit to be granted to the site located at 1001 E. Edgar Road in Linden, New Jersey.

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #45-20

**RESOLUTION AUTHORIZING THE GRANT OF A PERMANENT UTILITY AND
TEMPORARY CONSTRUCTION EASEMENT TO EWA LINDEN 4050, LLC AND
CONSENT AGREEMENT WITH PUBLIC SERVICE ELECTRIC AND GAS COMPANY
FOR A SEWER MAIN CONNECTION**

WHEREAS, the LRSA is the owner of real property known and designated as Lot 21 in Block 587, as shown and designated on the official tax maps of the City of Linden (the “LRSA’s Property”); and

WHEREAS, EWA Linden 4050, LLC owns real property at 4050 Tremley Point Road, Linden, New Jersey 07036, more specifically on Lot 16.01 in Block 587, as shown and designated on the official tax maps of the City of Linden (hereinafter referred to as the “Project”) on which it intends to develop a warehouse and truck terminal; and

WHEREAS, EWA Linden 4050, LLC desires a private sewer connection whereby it would tie-in to LRSA’s Main Interceptor Sewer so that EWA Linden 4050, LLC will be able to discharge its wastewater into LRSA’s Manhole No. 1 on the Main Interceptor Sewer; and

WHEREAS, due to the fact that there are already multiple connections to Manhole No. 1, the LRSA’s engineer recommended that a new manhole be constructed and a new line installed from the new manhole into the basement of EWA Linden 4050, LLC’s Project to facilitate EWA Linden 4050, LLC’s discharge of wastewater and to provide a tie-in for further dischargers via the new manhole (hereinafter referred to as the “Project”); and

WHEREAS, EWA Linden 4050, LLC deposited an escrow with the LRSA to pay all the costs and expenses of the LRSA and its professionals, including but not limited to legal, engineering, design, construction management and administrative costs; and

WHEREAS, the Project will require a permanent utility easement and temporary construction easement on the LRSA's Property; and

WHEREAS, the proposed location of the permanent utility easement and temporary construction easements will be partially located within an existing utility easement for the benefit of Public Service Electric and Gas Company ("PSE&G"), dated November 19, 1975 and recorded in the Union County Clerk's office in Deed Book 3059, Page 222; and

WHEREAS, PSE&G has consented to EWA Linden 4050's Project and co-location within their existing easement in accordance with the terms of a Consent Agreement in furtherance of the Project; and

WHEREAS PSE&G, LRSA. and EWA Linden 4050, LLC have negotiated a mutually acceptable form of Consent Agreement substantially similar to the form attached hereto; and

WHEREAS, LRSA and EWA Linden 4050, LLC have negotiated a mutually acceptable form of Permanent Utility and Temporary Construction Easement substantially similar to the form attached hereto; and

WHEREAS, EWA Linden 4050, LLC has agreed to pay compensation of \$5,500.00 for the Permanent Utility and Temporary Construction Easement in addition to the professional fees of the LRSA and the construction costs of the Project; and

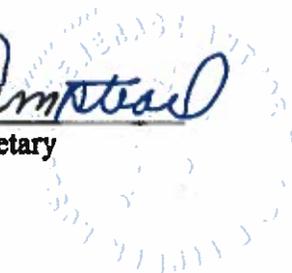
WHEREAS, the LRSA's Consulting Engineer shall certify to the Bond Trustee under the 1984 Refunding Bonds that such Consent Agreement and Permanent Utility and Construction Easement and the rights provided thereunder will not interfere with the operation of the treatment plant, which Certification shall be in accordance with Section 9.09 of the Bond Trust Agreement.

NOW, THEREFORE, BE IT RESOLVED, the Consent Agreement is approved in form and substance by the LRSA, and the Chairman of the LRSA is authorized to execute the Consent Agreement in substantially similar form and substance to the Consent Agreement annexed hereto.

BE IT FURTHER RESOLVED, the Permanent Utility and Temporary Construction Easement is approved in form and substance by the LRSA, and the Chairman of the LRSA is authorized to execute the Permanent Utility and Temporary Construction in substantially similar form and substance to the Permanent Utility and Temporary Construction annexed hereto.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on June 23, 2020.


Derek Armstead, Secretary



THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #46-20

**RESOLUTION AUTHORIZING THE EXECUTION OF A FOURTH ADDENDUM TO
USE AND OCCUPANCY AGREEMENT BETWEEN THE LINDEN ROSELLE
SEWERAGE AUTHORITY AND ARIES LINDEN LLC**

WHEREAS, the Linden Roselle Sewerage Authority (“LRSA” or “Authority”) and Aries Linden, LLC (“Aries”) entered into an Option Agreement for the Licensing of Real Property, dated December 4, 2018 (“the Option Agreement”), through which LRSA granted to Aries Linden, LLC (“Aries”) an option to enter into a Use and Occupancy Agreement (the “U&O Agreement”) with the LRSA, pursuant to which the LRSA would convey to Aries an irrevocable license to use the licensed property to process biosolids in an environmentally efficient manner in connection at a new facility planned for the licensed property; and

WHEREAS, the Option Agreement was approved by the Authority pursuant to Resolution #49-18; and

WHEREAS, on October 23, 2019, Aries provided notice to the LRSA that it was exercising its option to execute the U&O Agreement; and

WHEREAS, on October 30, 2019, Aries and the LRSA executed the U&O Agreement;

WHEREAS, the LRSA and Aries have amended the U&O Agreement through an Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the “First Addendum”) that provides that Aries shall establish an internship program at the Licensed Property and requires that certain Annual Fees be remitted to the LRSA; and

WHEREAS, the parties hereto have amended the U&O Agreement through a Second Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the “Second Addendum”) that amended the area to be used and occupied by Aries and provided that

Aries is to construct a new permanent break room for use by the employees and personnel of the LRSA; and

WHEREAS, the parties hereto have amended the U&O Agreement through a Third Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the "Third Addendum") that amended the term of the U&O Agreement and its extensions to be in accordance with the laws, rules and regulations of the State of New Jersey and the New Jersey Department of Consumer Affairs; and

WHEREAS, the LRSA and Aries would like to further amend the definition of Licensed Property as stated in the U&O Agreement to include additional property at the LRSA facility by way of a Fourth Addendum to Use and Occupancy Agreement for the Licensing of Real Property (the "Fourth Addendum"), which is annexed hereto as Exhibit A, in order to allow Aries to construct a storage tank and pump, and a dewatering module as components to their gasification system on the LRSA property; and

WHEREAS, Aries has agreed to refurbish the Pump 1, Pump 2 and Pump 3 owned and operated by the LRSA contained in the Sludge Pumping Station located on the LRSA's property; and

WHEREAS, the Fourth Addendum has been reviewed by the Authority's management and professionals to insure that the Authority's interests are protected; and

WHEREAS, the LRSA's Consulting Engineer shall certify to the Bond Trustee under the 1984 Refunding Bonds that expansion of the Licensed Area and the license rights provided thereunder will not interfere with the operation of the treatment plant, which Certification shall be in accordance with Section 9.09 of the Bond Trust Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Fourth Addendum to the U&O Agreement is hereby approved substantially in the form attached hereto as **Exhibit A**, and the Chairman and Secretary are authorized to execute the same if and when Aries exercises its option in accordance with the Option Agreement.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on June 23, 2020.


Derek Armstead, Secretary

EXHIBIT A

Fourth Addendum to Use and Occupancy Agreement for the Licensing of Real Property

**FOURTH ADDENDUM TO USE AND OCCUPANCY AGREEMENT FOR THE
LICENSING OF REAL PROPERTY**

This Fourth Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (this "Fourth Addendum"), dated as of June ____, 2020 (the "Effective Date"), is entered into by and between Aries Linden, LLC ("Aries"), and the Linden Roselle Sewerage Authority ("LRSA"). Aries and LRSA hereinafter may each be referred to as a "Party," and, collectively, as the "Parties."

WHEREAS, the LRSA is a body corporate and politic organized pursuant to the New Jersey Sewerage Authorities Law, *N.J.S.A. 40:14A-1, et seq.*, to, among other things, acquire, construct, maintain, operate and improve works for the collection, treatment, purification or disposal of sewerage or other wastes, and to provide for sewerage services designed to relieve pollution of the waters at the expense of the users of such services; and

WHEREAS, the LRSA operates a sewerage disposal treatment plant at its property located at 5005 South Wood Avenue, Linden, New Jersey (the "Property"); and

WHEREAS, Aries intends to finance, construct, operate, and maintain a gasification facility (the "Facility") at the Property of the LRSA as above identified, including, in furtherance thereof, among other things its exclusive use of a long currently unused LRSA building on the Property, and the surrounding area (together the "Licensed Property"); and

WHEREAS, the Parties hereto have entered into a Use and Occupancy Agreement (the "U&O Agreement") dated October 30, 2019, that conveys to Aries an irrevocable license to use the Licensed Property to process biosolids in an efficient and environmentally sustainable manner in connection with the Facility contemplated on the Property; and

WHEREAS, the parties hereto have amended the U&O Agreement through an Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the "First Addendum") that provides that Aries shall establish an internship program at the Licensed Property and requires that certain Annual Fees be remitted to the LRSA; and

WHEREAS, the parties hereto have amended the U&O Agreement through a Second Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the "Second Addendum") that amended the area to be used and occupied by Aries and provided that Aries is to construct a new permanent break room for use by the employees and personnel of the LRSA; and

WHEREAS, the parties hereto have amended the U&O Agreement through a Third Addendum to a certain Use and Occupancy Agreement for the Licensing of Real Property (the "Third Addendum") that amended the term of the U&O Agreement and its extensions to be in accordance with the laws, rules and regulations of the State of New Jersey and the New Jersey Department of Consumer Affairs; and

WHEREAS, now the parties hereto would like to further amend the definition of Licensed Property in the U&O Agreement by way of this Fourth Addendum; and

NOW, THEREFORE, for good and valuable consideration, including without limit that provided for pursuant to the New Jersey Sewerage Authorities Law, *N.J.S.A. 40:14A-1, et seq.* (*N.J.S.A. 40:14A-8.1 and N.J.S.A. 40:14A-31.1 to -31.3*), the sufficiency of which the Parties acknowledge, the Parties, intending to be bound hereby, agree as follows:

1. **Area Licensed to Aries.** Subject to all easements and rights-of-way, the Licensed Property shall be amended to include the following areas owned by LRSA.

The area depicted and labeled as the Area of the Land to be Leased¹ in Detail "1" and Detail "2" (the "Detail 1 Area" and "Detail 2 Area," respectively) as shown in Exhibit A annexed hereto to this Fourth Addendum and described in the legal description annexed hereto as Exhibit B to this Fourth Addendum. Detail 1 Area shall be used by Aries to construct and operate a Storage Tank and Pump. Detail 2 Area shall be used by Aries to construct a Dewatering Module.

The terms and obligations applying to the Licensed Property as set forth in the U&O Agreement shall apply to all Licensed Property including the areas added to the Licensed Property herein this Second Addendum.

2. **Piping to be Installed by Aries.** Subject to all existing easements and rights-of-way, Aries shall be permitted to install piping through the LRSA facility as indicated on Exhibit A, annexed hereto, pursuant to the Easement provided to Aries in the U&O Agreement.
3. **Refurbishment of LRSA Pumps.** Aries hereby agrees to and shall have the obligation to refurbish the Pump 1, Pump 2 and Pump 3 owned and operated by the LRSA contained in the Sludge Pumping Station as shown on Exhibit A.
4. **No Additional Lease Payments.** The additional areas to be Licensed to Aries shall be included in the compensation to be paid to the LRSA as set forth in the U&O Agreement and the First, Second and Third Addendums.
5. **Miscellaneous.**
 - a. **Assignment: Successors.** No Party may assign its rights under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

¹ Exhibit A refers to the Area of the Land to be Leased, however, the U&O Agreement provides Aries with a license to use the LRSA property, and not a lease. This Addendum does not alter the license structure, and the term "Leased" is used in this Addendum solely as a reference to the area shown on Exhibit A.

- b. **Termination.** This Addendum shall terminate upon the termination of the U&O Agreement.
- c. **Amendments.** This Addendum shall not be modified or amended except by a written document executed by the Parties and approved by formal action as required by applicable law.
- d. **Waiver of Provisions.** Any waiver of any terms and conditions hereof must be expressly made in writing, and signed by the Parties. The waiver of any of the terms and conditions of this Addendum shall not be construed as a waiver of any other terms and conditions hereof.
- e. **Further Assurances.** Each of the Parties will make, execute, acknowledge and deliver such other instruments and documents, and take all other actions, as such other Party may reasonably request and as may reasonably be required to effectuate the purposes of this Addendum and to carry out the terms hereof.
- f. **Parties In Interest.** Except for the City of Linden, neither this Addendum nor any other agreement contemplated hereby, shall be deemed to confer upon any person not a Party hereto or thereto, any rights or remedies hereunder or thereunder.
- g. **Entire Agreement.** The agreement reflected in this Addendum constitutes the entire agreement of the Parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- h. **Severability.** If any provision of this Addendum is held to be illegal, invalid or unenforceable under present or future laws effective during the Term hereof, such provision shall be fully severable and this Addendum, and the Option Agreement and/or the U&O Agreement, as the case may be, shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision, or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added as part of this Addendum, following formal action of the Parties thereon as required by applicable law, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- i. **Captions.** The captions in the agreement reflected in this Addendum are for convenience of reference only, and shall not limit or otherwise affect the interpretation, construction or meaning of any of the terms or provisions hereof.
- j. **Governing Law.** The agreement reflected in this Addendum and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of law that would require the application of the laws of another jurisdiction.

- k. **Counterparts.** The agreement reflected in this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each Party hereto agrees to be bound by its facsimile or PDF signature.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Addendum to a certain Option Agreement for the Licensing of Real Property as of the day and year first above written.

LINDEN ROSELLE SEWERAGE AUTHORITY

By: Ralph Strano

Name: Ralph Strano

Title: Chairman

Date:

By: Derek Armstead

Name: Derek Armstead

Title: Secretary

Date:

ARIES LINDEN, LLC

By: _____

Name: Gregory Bafalis

Title: CEO

Date:

EXHIBIT A

Site Plan showing Area of the Land to be Leased to Aries

EXHIBIT B

Legal Description of the Areas of the Land to be Leased to Aries

LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #47-20

EXTENDING THE GRACE PERIOD FOR 2020 SEWER BILLS

WHEREAS, by Resolution #32-20, June 30, 2020 and September 30, 2020 were adopted as the dates for Sewer Bill payments by all non-major users in the City of Linden; and

WHEREAS, in an effort to mitigate financial hardship and to alleviate some of the financial burden caused as a result of the COVID-19 pandemic and the State and Federal declarations of a major disaster throughout New Jersey, the Linden Roselle Sewerage Authority desires to extend the grace period for payment of sewer bills for the City of Linden non-major users; and

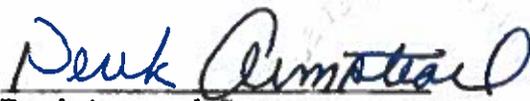
NOW THEREFORE BE IT RESOLVED, by the Linden Roselle Sewerage Authority, that the established grace period of 10 days for the payment due dates of June 30, 2020 and September 30, 2020 are hereby extended as follows for the 2020 Sewer Bills:

- For the first payment due date of June 30, 2020 the grace period is extended to Friday, July 31, 2020.
- For the second payment due date of September 30, 2020, the grace period is extended to Friday, October 30, 2020.

BE IT FURTHER RESOLVED, it is the grace period that is extended, therefore payments received after July 31st and October 30th will be subject to interest back to June 30th and September 30th.

BE IT FURTHER RESOLVED, this Resolution shall be published in the official newspaper of the Linden Roselle Sewerage Authority and a copy of the adopted Resolution shall be forwarded to the Division of Local Government Services in the Department of Community Affairs.

I certify that the foregoing is a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on June 23, 2020.


Derek Armstead, Secretary



LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #48-20

**AWARDING A CONTRACT FOR REMOVAL, BARGE TRANSPORT AND
DISPOSAL OF SLUDGE**

WHEREAS, by Resolution #36-18, the Authority awarded a one year contract to Spectraserv, Inc., that commenced July 1, 2018, for the removal, barge transport and disposal of sludge, in the amount of \$1,826,880.00 at a price of \$38.06 per wet ton, with the option to renew at the Authority's discretion for two additional one year periods, for a maximum contract term of three years; and

WHEREAS, by Resolution # 65-19, the Authority exercised the option to renew the contract for a second year in the amount of \$1,881,600.00 at a price of \$39.20 per wet ton; and

WHEREAS, the Acting Executive Director is recommending that the renewal of said contract for a final one year period (Year 3 of 3) in the amount of \$1,938,240.00 at a price of \$40.38 per wet ton commencing July 1, 2020 is in the best interest of the Authority; and

WHEREAS, the Certifying Finance Officer has certified that sufficient funds are available for the Contract in the Authority's 2020 Budget in Account No. 01- 215-6660 (Sludge Barging) and will be made available in the Authority's 2021 Budget as evidenced by the attached Certification of Funds.

NOW THEREFORE, BE IT RESOLVED, by the Linden Roselle Sewerage Authority that a one-year contract for Removal, Barge Transport and Disposal of Sludge, be awarded to Spectraserv, Inc. in the amount of \$1,938,240.00 at a price of \$40.38 per wet ton; and

BE IT FURTHER RESOLVED that the Chairman and Secretary are authorized and directed to execute the Contract.

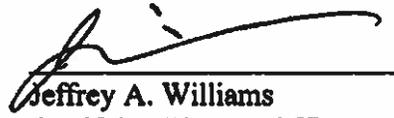
I certify that the foregoing is a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on June 23, 2020.


Derek Armstead, Secretary

LINDEN ROSELLE SEWERAGE AUTHORITY
CERTIFICATION OF FUNDS

I certify that sufficient funds are available in the Linden Roselle Sewerage Authority's 2020 Budget in Account No. 01-215-6660 entitled "Sludge Barging" for a contract with Spectraserv, Inc. in the sum of \$1,938,240.00 now pending approval.

DATED: June 23, 2020



Jeffrey A. Williams
Certifying Finance Officer