

JANUARY 28, 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

NO - Executive Session Resolution

- #01-20** - Resolution setting Reorganization Meeting Date.
- #02-20** - Resolution appointing a Risk Management Consultant.
- #03-20** - Resolution adopting Industrial Permit Renewal for North East Linen Supply Company Inc.
- #04-20** - Resolution authorizing the Extension of an Easement with ST Linden Terminal, LLC (NuStar).
- #05-20** - Resolution authorizing the Execution of an Escrow Agreement with Linden Renewable Energy LLC.
- #06-20** - Resolution authorizing purchase of Pump Rotating Assembly from Municipal Maintenance Co., which is under the North Jersey Wastewater Cooperative Pricing System for an amount not to exceed \$29,140.00.
- #07-20** - Resolution authorizing award of Contract to provide HUD-CDBG Section 3 Compliance Support Services for Flood Resiliency Projects.

APPROVAL FOR PAYMENTS

- 1. By Motion and "O&M Resolution", there is an Operating Fund Payment in the total amount of \$979,376.01**
- 2. By Motion and "R&R Resolution", there are payments from the Authority's Renewal and Replacement Fund totaling of \$52,720.74**

LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #01-20

SETTING RE-ORGANIZATION MEETING DATE

WHEREAS, Article IV Section 1 of the By-Laws provides that the Annual Meeting of the Linden Roselle Sewerage Authority for the election of its officers and for transactions of such business as may properly come before it, shall be held the first day of February at 8:00 P.M. or at any time thereafter on or before the regular meeting in the month of February as may be fixed by resolution adopted at the regular meeting preceding the Annual Meeting.

NOW, THEREFORE BE IT RESOLVED, on the 28th day of January, 2020 that the Annual Meeting of the Authority for the purposes set forth in the By-Laws of the Linden Roselle Sewerage Authority, be fixed as February 25, 2020 at 12:00 P.M. at the principal offices of the Authority at 5005 South Wood Avenue, Linden, New Jersey; and that the regular meeting shall commence immediately thereafter.

I, Derek Armstead, Secretary of the Linden Roselle Sewerage Authority; do hereby certify that the foregoing Resolution is a true and exact copy of the Resolution adopted at the meeting held on January 28, 2020. In witness whereof I have hereunto set my hand and official seal of the Linden Roselle Sewerage Authority this 28th day of January, 2020.



Derek Armstead, Secretary

LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #02-20

APPOINTING A RISK MANAGEMENT CONSULTANT

WHEREAS, the Linden Roselle Sewerage Authority is a member of the New Jersey Utility Authorities Joint Insurance Fund (NJUA JIF); and

WHEREAS, the bylaws of the NJUA JIF require that each Authority appoint a Risk Management Consultant to perform various professional services as detailed in said bylaws; and

WHEREAS, pursuant to N.J.S.A.-20.4 et seq. and N.J.S.A. 40A:11-1 et seq., the Authority has received and reviewed sealed qualifications through a fair and open process for Risk Management Consultant services as detailed in the Request for Qualifications issued on January 2, 2020; and

WHEREAS, the Executive Director and Staff have recommended that the firm of Acrisure, LLC, be appointed as the Authority's Risk Management Consultant for a one-year term; and

WHEREAS, the fee for these services is 6% of the Authority's NJUA JIF assessment, which compensation is established by the NJUA JIF, and represents reasonable compensation for the services and was included in the cost considered by the Authority and is paid from the annual NJUA JIF premiums; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. requires that the resolution authorizing the award of the contract for "Professional Services" without competitive bids and the contract itself must be available for public inspection;

NOW THEREFORE, BE IT RESOLVED, by the Linden Roselle Sewerage Authority as follows:

1. Acrisure, LLC, is hereby appointed as Risk Management Consultant in accordance with the bylaws of the NJUA JIF and the Chairman and Secretary are authorized to execute the contract for these services.
2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A.40A:11-1(1)(a).
3. The notice of this action shall be printed once in The Local Source.
4. This contract is awarded pursuant to a fair and open process as set forth and in accordance with the provisions of N.J.S.A. 19:44A-20.4 et. seq.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on January 28, 2020.



Derek Armstead, Secretary

THE LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #03-20

TO ISSUE AN INDUSTRIAL DISCHARGE PERMIT RENEWAL TO:

North East Linen Supply Company, Inc.
2400 East Linden Avenue
Linden, NJ 07036

WHEREAS, the above industrial user of the Linden Roselle Sewerage Authority's facilities has applied for an Industrial 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 renewal 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 January 09, 2020, attached hereto and made part of this Resolution.



NOW THEREFORE, BE IT RESOLVED that the Industrial Discharge Permit, as set forth in the attached memorandum, upon the terms and conditions contained in the permit be issued to North East Linen effective February 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 January 28, 2020.


Derek Armstead, Secretary

LRSA MEMORANDUM

To: LRSA Board Members

From: David G. Brown II, Executive Director 
Edward Majeski, Environmental Compliance Manager 

Cc: Richard Guerra, Monitoring Supervisor

Date: January 09, 2020

Re: **Recommendation to Adopt the Discharge Permit #023 Renewal for North East Linen Supply Company Inc.**

Facility Name: North East Linen Supply Company, Inc.
Facility Address: 2400 East Linden Avenue, Linden, NJ 07036

North East Linen Supply Company., Inc. had applied for a renewal of their industrial discharge permit with LRSA.

North East Linen is a commercial launderer located at 2400 East Linden Avenue in Linden, NJ. They provide laundering of linens and uniforms for restaurants, cafeterias, and various food industries. The facility has previously been granted modifications to their discharge limits for BOD, COD, TSS, oil and grease, and flow.

The facility's current wastewater discharge limit is 170,000 gallons per day (GPD).

The draft permit was subject to public comment November 21, 2019 through December 20, 2019. No comments were received.

We hereby recommend adoption of the permit renewal for the North East Linen Supply Company facility at the January 28, 2020 Board Meeting. The permit will then be scheduled to take effect February 01, 2020.

THE LINDEN ROSELLE SEWERAGE AUTHORITY
RESOLUTION # 04-20

AUTHORIZING THE EXTENSION OF
AN EASEMENT WITH ST LINDEN TERMINAL, LLC (NUSTAR).

WHEREAS, the Linden Roselle Sewerage Authority ("LRSA" or "Authority") is the owner of real property located at Block 587, Lot 21 (the "LSRA Property") as shown and designated on the tax map of the City of Linden, County of Union, State of New Jersey; and

WHEREAS, on May 31, 2000, the LSRA signed an easement agreement (the "Easement Agreement") with ST Linden Terminal, LLC ("NuStar") that provided for a ten (10) foot wide easement for the benefit of NuStar on the LSRA Property allowing NuStar to install and maintain one (1) twenty (20) inch diameter pipeline and one (1) twelve (12) inch diameter pipeline for petroleum products. The Easement Agreement was for a duration of twenty years and contained two five-year options that could be exercised by NuStar. A copy of the Easement Agreement is annexed hereto as Exhibit A;

WHEREAS, on January 8, 2020, the LSRA received notice from NuStar Energy, the parent company of ST Linden Terminal, LLC, exercising its first option to extend the Easement Agreement from May 31, 2020 to May 30, 2025, and such notice is annexed hereto as Exhibit B; and

WHEREAS, the Easement Agreement requires that the holder of the Easement provide compensation to the LSRA in the amount of \$1,100 per year (the "Easement Fee(s)"), with increases to take effect every five years on the basis of the percentage change in the Producer Price Index ("PPI"). NuStar last received payment in 2019 in the amount of \$1,679.91.

NOW, THEREFORE, BE IT RESOLVED, the LSRA shall accept the extension of the Easement Agreement for the period beginning on May 31, 2020 and ending on May 30, 2025.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on January 28, 2020.


Derek Armstead, Secretary

EXHIBIT A
EASEMENT AGREEMENT

THE LINDEN ROSELLE SEWERAGE AUTHORITY


RESOLUTION

WHEREAS, ST Linden Terminal, LLC (hereinafter "ST") has requested a ten (10) foot wide Easement from the Linden Roselle Sewerage Authority (hereinafter the "Authority") for the purpose of constructing, maintaining and operating two (2) pipelines for petroleum products, in and across a portion of the Authority's property; and

WHEREAS, the Authority's Consulting Engineer has reviewed the proposed Easement, plan and specifications and has found no objections to the same; and the Authority's Legal Advisor has reviewed the proposed Easement Agreement and has recommended it to the Authority;

NOW THEREFORE, BE IT RESOLVED, by the Linden Roselle Sewerage Authority that the Authority hereby approves the said Grant of Easement and Easement Agreement to said ST for a term of twenty (20) years with two five (5) year extension options at a Annual Easement Fee of \$1,100, which fee shall be adjusted every five (5) years by reference to the U.S. Department of Labor, Producer Price Index, all as set forth in said Agreement attached hereto; and the Chairman and Secretary are hereby authorized and directed to execute said 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 April 26, 2000.


Malvin M. Eckel, Secretary

EASEMENT AGREEMENT

This EASEMENT AGREEMENT, made as of the 31st day of MAY 2000 by and between LINDEN-ROSELLE SEWERAGE AUTHORITY, a Sewer Authority duly organized and existing under the laws of the State of New Jersey, with its principal office at 5005 South Wood Avenue, Linden, New Jersey 07036 ("Grantor") and ST Linden Terminal, LLC, a Delaware corporation having an address at 4501 Tremley Point Road, Linden, New Jersey, 07036 ("Grantee").

WITNESSETH:

WHEREAS, Grantee is undertaking the improvement of property designated as Block 587, Lot 22 on the Tax Map of the City of Linden, New Jersey and in connection therewith requires an Easement, as described herein, from Grantor;

NOW, THEREFORE, in consideration of an annual Easement Fee in the sum of \$1,100.00 DOLLARS payable in advance by Grantee to Grantor and in further consideration of the performance by Grantee of all of its covenants and agreements herein contained, Grantor does hereby give, grant, convey and set over to Grantee an Easement for the purpose of constructing, repairing, maintaining and operating (1) twenty (20) inch diameter Pipeline and one (1) twelve (12) inch diameter Pipeline for petroleum products ("Pipelines") and related instrumentation and electrical conduit under and across a portion of a certain tract or parcel of land and premises situate, lying and being in the City of Linden, County of Union and State of New Jersey and more

particularly described in the metes and bounds description and the Topographic Survey for Proposed Pipeline Route, Lot 22, Block 587, R-1, dated January 14, 2000, annexed hereto and made a part hereof as Exhibit A ("Easement Area").

The term of this Agreement shall be for twenty (20) years commencing May 31, 2000. Grantee shall have the option of extending this Agreement for a total of two (2) successive periods of five (5) years each, upon the same terms and conditions which were in effect during the original term, by providing Grantor written notice at least ninety (90) days prior to the expiration of the then current period.

The annual Easement Fee shall be payable on or about the annual Anniversary Date. The initial annual Easement Fee of \$1,100.00 DOLLARS shall be adjusted up or down on the Anniversary date of this agreement at each five year interval during the term, or any extension thereof, on the basis of the percentage change in the Producer Price Index for all finished goods as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Grantee, upon notice to Grantor, shall have the right to enter the Easement Area for the purpose of constructing, repairing or maintaining the Pipelines or for any other purpose permitted hereunder. Grantee shall promptly make repairs to its Pipelines as may be required from time to time. If an emergency situation exists, Grantee shall have said right to enter without notice to Grantor.

Grantee, upon completion of the construction, repair or maintenance of the Pipelines, or any other activity permitted hereunder, will, at its sole cost and expense, restore the Easement Area and any other disturbed area to substantially the same state as presently in existence or in existence immediately prior to the commencement of any such activity by Grantee.

Grantee at its own cost and expense shall make such changes in the location of the Pipelines as may be necessary to avoid unreasonable interference with the use and enjoyment of the premises by the Grantor, its successors and assigns. When occasions therefore arise, the Grantor shall give at least (90) ninety days written notice to the Grantee at its office above mentioned and the Grantee shall at its own expense and cost relocate its Pipelines, not more than once in any five (5) year period, on a new route provided by Grantor on the land herein described, and repair such Pipelines as may be required. Grantor shall reimburse Grantee for all costs and expenses, if at Grantor's request Grantee moves the Pipelines more than once in any five (5) year period.

Grantee agrees to construct, repair, maintain and operate the Pipelines in accordance with established industry practice and in compliance with applicable federal, state and local Pipeline regulations.

Grantee covenants, promises and agrees to assume all liability for injuries including death, to all persons, including the personnel of the Grantor, and for damages to all property of the Grantor, and shall indemnify and hold harmless the Grantor from and against any such claims, damages, liabilities, and alleged liabilities,

Including the costs and expenses of suits in connection therewith, it being understood that the foregoing obligations of the Grantee are and shall be limited to events occurring as a result of the exercise of the Easement rights herein granted.

In the event of a discharge or threat of discharge of product from the Pipelines caused by any reason, Grantee shall promptly take such steps as are necessary to prevent further discharge or threat, to minimize damage and to clean up any spilled product. The cost of such steps shall be borne by Grantee.

The right of way and Easement herein granted is subject to all existing easements granted and structures of Grantor as presently located and shall be subject to existing easements granted and structures as located in the event Grantee's Pipelines shall be relocated under the terms of this agreement.

It is recognized and agreed that this Easement Agreement shall not in any way limit the right of the Grantor to use the surface of said lands and to grant other easements from time to time which, however, shall not displace or interfere with the Easement herein granted.

Grantor agrees not to build any structures within the Easement Area or otherwise interfere with the access by Grantee to the Easement Area without the prior written consent of Grantee.

All federal, state, county or local taxes, charges or assessments levied on the Pipelines shall be paid by Grantee. All other

taxes arising from Grantee's transportation of petroleum products through the Pipelines shall be paid by Grantee and Grantee shall reimburse Grantor for any such taxes, charges or assessments which Grantor may be required to pay.

Grantee, at its sole cost and expense, shall procure all permits, rights, easements and licenses as may be required from other persons and/or governmental agencies and shall comply with the restrictions, terms and conditions thereof.

In the event Grantee shall be unable to obtain from municipal or other public authorities any permits, rights, easements or licenses necessary for the installation of said Pipelines, on or before the 31st day of December 2001, then, and in such event, this agreement shall be null and void, and any sums theretofore paid by Grantee to Grantor in accordance with the terms of this agreement, shall be refunded to Grantee.

This Easement Agreement represents the entire agreement between the parties thereto and no verbal representations or statements have been or shall be made modifying, adding to or changing the terms of this Agreement.

This Agreement shall be conditioned upon performance of the obligations and requirements by the Grantee, its successors and assigns; and the agreements shall be binding upon the parties hereto and their respective successors and assigns.

Grantee shall, at the option of Grantor, within sixty (60) days after the termination of this Agreement, remove said Pipelines and restore the premises to its then grade and condition.

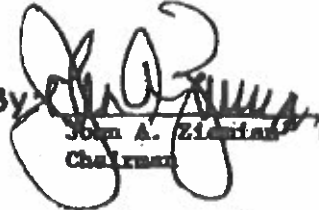
All notices given hereunder shall be in writing and shall be sent by certified mail or electronic communication or by personal delivery to each party at its respective place of business hereinabove set forth.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by their proper corporate offices and their corporate seals to be thereto affixed as of the day and year first above written.

ATTEST:


GRANTOR
LINDEN-ROSELLE SEWERAGE
AUTHORITY
LINDEN, NEW JERSEY



Malvin M. Eckel
Secretary

By: 
John A. Zimian
Chairman

ATTEST:

GRANTEE
ST LINDEN TERMINAL, LLC
LINDEN, NEW JERSEY by Support Terminals
Operating Partnership, L.P. as Managing
Member by Support Terminal Services, Inc. as
General Partner



Linda L. Cook
Asst Sec

By: 
Alan Barclay
Sr. Vice-President

STATE OF NEW JERSEY

COUNTY OF UNION

This 26th day of April 2000, personally came before me, Raymond G Tomaszewski; an Attorney at Law of New Jersey, duly authorized to take such proof, John A. Zimian, who, being duly sworn be me, says that he is the Chairman of the Linden Roselle Sewerage Authority, an Authority duly constituted by the State of New Jersey, and that the seal affixed to the foregoing instrument is the seal of the Authority and that said instrument was signed and sealed by him on behalf of said Authority by its authority duly given and he acknowledged the instrument to be an act and deed of said Authority.


RAYMOND G. TOMASZEWSKI
ATTORNEY AT LAW OF NEW JERSEY

STATE OF NEW JERSEY

COUNTY OF UNION

This 1st day of June, 2000, personally came before me, Kristine Dean, a Notary Public, duly authorized to take such proof, Alan Barclay, who, being duly sworn by me, says that he is the Senior Vice President of ST Linden Terminal, LLC, by Support Terminals Operating Partnership, L.P. as Managing Member by Support Terminal Services, Inc. as General Partner, a Delaware corporation, (the "Company"), and that the seal affixed to the foregoing instrument is the corporate seal of the Company and that said instrument was signed and sealed by him/her on behalf of said Company by its authority duly given and he/she acknowledged the instrument to be an act and deed of said Company.


NOTARY PUBLIC

My Commission Expires:

KRISTINE DEAN
Notary Public 2681047
Expires 10-22 2004

EXHIBIT A

All that certain tract or parcel of land and premises situate, lying and being in the City of Linden, County of Union and State of New Jersey and more particularly described as follows:

A ten (10) foot wide Easement through Lands of the Linden-Roselle Sewerage Authority, Lot 21, Block 587, tax map of the City of Linden, Union County, New Jersey.

BEGINNING at a point in the Right of Way Line of Tremley Point Road, the following three courses from a monument at the common corner of Lots 21 and 22 in Block 587,

- (A) On a course S 42 degrees 49 minutes 37 seconds E a distance of 83.42 feet to a point; thence
 - (B) On a course S 47 degrees 09 minutes 46 seconds W a distance of 15.08 feet to a point; thence
 - (C) On a course N 42 degrees 15 minutes 50 seconds W a distance of 83.99 feet to the place of beginning, running thence
- (1) On a course N 42 degrees 15 minutes 50 seconds W a distance of 99.02 feet to a point; thence
 - (2) On a course N 47 degrees 44 minutes 10 seconds W a distance of 11.57 feet to a point; thence
 - (3) On a course N 42 degrees 56 minutes 50 seconds W a distance of 10.00 feet to a point; thence
 - (4) On a course N 47 degrees 44 minutes 10 seconds E a distance of 21.69 feet to a point; thence

- (5) On a course S 42 degrees 15 minutes 50 seconds E a distance of 109.08 feet to a point; thence
 - (6) On a course S 48 degrees 06 minutes 09 seconds W a distance of 10.00 feet to the point and place of beginning
- Containing 1,206 Square Feet.

Upon completion of the installation of the Pipelines, the Topographic Survey for Proposed Pipeline Route, Lot 22, Block 587, R-1, dated January 14, 2000 will be modified to reflect the actual location of the Pipelines.

EXHIBIT B
REQUEST TO EXTEND EASEMENT AGREEMENT



Sent via UPS and E-mail

January 8, 2020

Mr. David G. Brown II, Executive Director
Linden Roselle Sewerage Authority
5005 South Wood Avenue
Linden, New Jersey 07036
dbrown@lrsanj.org

RE: Notice of Exercise of Option to Extend Easement Agreement SL819

Dear Mr. Brown:

On May 31, 2000, Linden Roselle Sewerage Authority and ST Linden Terminal, LLC signed a twenty-year Easement Agreement with two five-year options for one (1) twenty (20) inch diameter pipeline and one (1) twelve (12) inch diameter pipeline.

ST Linden Terminal, LLC by this letter gives written notice to Linden Roselle Sewerage Authority of its desire to exercise its option to extend the above-mentioned Easement Agreement another 5 years from May 31, 2020 to May 31, 2025.

I am enclosing a copy of the Easement Agreement. If you have any questions, please contact K.C. Purgason at (210) 918-2073 or kc.purgason@nustarenergy.com.

Thank you,

Kyle D. Oppliger
Vice President
ST Linden Terminal, LLC

cc: Sean R. McGowan, smegowan@bertonepiccini.com (LRSA counsel)
K.C. Purgason, NuStar

THE LINDEN ROSELLE SEWERAGE AUTHORITY
RESOLUTION #05-20

RESOLUTION AUTHORIZING THE EXECUTION OF
AN ESCROW AGREEMENT WITH LINDEN RENEWABLE ENERGY LLC.

WHEREAS, the Linden Roselle Sewerage Authority (the "LRSA" or "Authority") is the owner and operator of wastewater treatment and interceptor facilities to collect, treat and dispose of sewage and waste water generated by individuals and entities located in the municipalities of the City of Linden and the Borough of Roselle; and

WHEREAS, Linden Renewable Energy, LLC (hereinafter referred to as "LRE"), is a limited liability company, with offices at 4900 Tremley Point Rd, Linden, NJ 07036 (the "Linden Property") and a mailing address at 163 North Shore Road, Hampton, NH 03842; and

WHEREAS, LRE is proposing a use at the Linden Property that will produce up to 275,00 gallons of reverse osmosis (RO) water daily with the excess waste water discharged to the LRSA's publicly owned treatment works (POTW); and

WHEREAS, since LRE's discharge could potentially affect the LRSA's percent removals for BOD and TSS if introduced at the head of the LRSA's POTW, the LRSA is investigating introducing the RO stream further downstream in its treatment process; and

WHEREAS, LRE has agreed to deposit an escrow ("the 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, and administrative costs (hereinafter the "Escrow Costs"); and

WHEREAS, the parties have estimated that the initial Escrow Costs will be \$10,000.00, subject to replenishment as hereinafter described; and

WHEREAS the LSRA and LRE have negotiated a mutually acceptable form of escrow agreement (the "Escrow Agreement") substantially similar to the form attached hereto as Exhibit B; and

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

AND THAT IT IS FURTHER RESOLVED, that all of the Authority's Escrow Costs relating to legal, engineering, design, and administrative costs, including the professional fees, shall be paid out of the Escrow.

AND THAT IT IS FURTHER RESOLVED, that the Executive Director and other staff of the Authority are authorized to proceed in accordance with the provisions set forth in this Resolution and in the Escrow 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 January 28, 2020.


Derek Armstead, Secretary

EXHIBIT A

ESCROW AGREEMENT

This **ESCROW AGREEMENT** made this ____ day of _____, 2020 by and between the **LINDEN ROSELLE SEWERAGE AUTHORITY**, a body corporate and politic of the State of New Jersey, with offices at 5005 South Wood Avenue, Post Office Box 4118, Linden New Jersey 07036 (the “**LRSA**”) and **LINDEN RENEWABLE ENERGY, LLC** (hereinafter referred to as “**LRE**”), a limited liability company, with offices at 4900 Tremley Point Rd, Linden, NJ 07036 (the “**Linden Property**”) and a mailing address at 163 North Shore Road, Hampton, NH 03842.

W I T N E S S E T H

WHEREAS, the LRE is proposing a use at the Linden Property that will produce up to 275,00 gallons of reverse osmosis (RO) water daily with the excess wastewater discharged to the LRSA’s publicly owned treatment works (POTW); and

WHEREAS, since LRE’s discharge could potentially affect the LRSA’s percent removals for BOD and TSS if introduced at the head of the LRSA’s POTW, the LRSA is investigating introducing the RO stream further downstream in its treatment process; and

WHEREAS, LRE has agreed to deposit an escrow (“the 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, and administrative costs (hereinafter the “Escrow Costs”); and

WHEREAS, the parties have estimated that the initial Escrow Costs will be \$10,000.00, subject to replenishment as hereinafter described; and

NOW, THEREFORE, in consideration of the mutual promises and covenants, and other good and valuable consideration, the parties hereto agree as follows:

1. LRE, by wire transfer made in accordance with the wiring instructions set forth on **Exhibit A** attached hereto, shall deposit the sum of Ten Thousand (\$10,000.00) Dollars (the "Escrow Funds") in a separate interest-bearing account maintained by the LRSA at Northfield Bank. Interest earned shall accrue to the party entitled to the Escrow Funds. The Escrow Funds may be released by the LRSA solely for payment of its reasonable Escrow Costs in connection with due diligence, preparation, negotiation, implementation, design, construction management, administrative and related activities incurred by the LRSA in connection with the private sewer connection with the Project, and any other agreements necessitated thereby. The LRSA shall deliver a copy of each invoice to LRE not less than fourteen (14) days prior to remitting payment to the vendor for any such invoice.

2. Upon the delivery of the notice from LRE to LRSA or LRSA to LRE that the party has elected to terminate its activities related to this Agreement or related Agreements, the LRSA shall promptly render a written final accounting to LRE on the uses of the Escrowed Funds, and promptly return the unused portion of the escrow account to LRE.

3. This Escrow Agreement shall terminate on the delivery of notice from a party to the other party that the party has elected not to pursue the private sewer connection, provided that any Costs reasonably incurred by LRSA after the termination of this Escrow Agreement shall be paid from the Escrowed Funds. Upon termination of this Escrow Agreement and the payment of all Escrow Costs, any Escrowed Funds not expended shall be promptly returned to LRE by LRSA.

4. LRE shall replenish the Escrow Funds from time to time when the balance of the funds in the escrow account falls below \$2,000.00. The LRSA shall provide LRE with a notice of the need for replenishment together with documentation that the fund has fallen below

\$2,000.00. Within fourteen (14) days of receiving such notice, LRE shall wire the additional funds to Northfield Bank in accordance with the wiring instructions as more particularly described in Paragraph 1 above so that the Escrow Funds will be restored to \$2,000.00.

5. LRSA shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Escrow Agreement.

6. This Escrow Agreement shall be governed by and construed in accordance with the local substantive and procedural laws of the State of New Jersey. The parties agree that any action instituted regarding this Escrow Agreement shall be filed in Union County, New Jersey. Each party hereby consents to the jurisdiction and venue of any such court selected by the LRSA for an interpleader action or for other purposes. The parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Escrow Agreement. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto waive any objection to venue in such state and any objection to an action or proceeding in such state on the basis of forum non conveniens.

7. This Escrow Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns. This Escrow Agreement may be amended, modified, superseded, waived or cancelled only by a written instrument executed by all the parties hereto.

8. The failure of a party to insist upon strict adherence to any term of this Escrow Agreement on any occasion shall not be considered a waiver or deprive the party of the right

thereafter to insist upon strict adherence to that term or any other term of this Escrow Agreement. Any waiver must be in writing signed by the party to be charged.

9. This Escrow Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when taken together, shall be deemed one and the same instrument.

10. Any notices, demands and communications between the LRSA and LRE shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of deliver is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as any party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

LRSA:

Linden Roselle Sewerage Authority
5005 South Wood Avenue
Post Office Box 4118
Linden, New Jersey 07036
Attn: David G. Brown II, MPA, QPA
Executive Director

LRE:

Linden Renewable Energy, LLC
163 North Shore Road
Hampton, NH 03842
Attn: James S. Potter, President

Each party may change its address for notice hereunder by giving notice thereof to the other party in accordance with the terms of this section.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of the day and year first above written.

LINDEN RENEWABLE ENERGY, LLC

By: _____

Name: _____

LINDEN ROSELLE SEWERAGE AUTHORITY

By: _____
Ralph Strano, Chairman

EXHIBIT A

LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #06-20

**AUTHORIZING PURCHASE OF PUMP ROTATING ASSEMBLY UNDER THE
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM**

WHEREAS, it has been determined that the purchase of a rotating assembly is necessary in order to repair the B-3 wastewater pump; and

WHEREAS, the Authority's Plant Superintendent and Maintenance Manager have recommended that the purchase of an Allis Chalmers 16x16x20 pump rotating assembly from Municipal Maintenance Co., under the North Jersey Wastewater Cooperative Pricing System, Contract No. B-200-6, for an amount not to exceed \$29,140.00, is in the best interest of the Authority; and

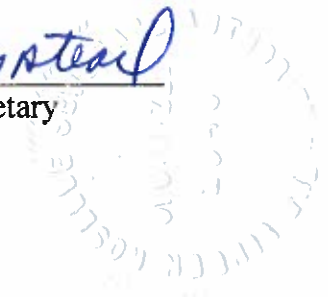
WHEREAS, the Certifying Finance Officer has certified that sufficient funds are available in the Renewal and Replacement Fund (A/C # 2574000681) as evidenced by the Certification of Funds attached; and

NOW THEREFORE BE IT RESOLVED, by the Linden Roselle Sewerage Authority that the Executive Director is authorized to issue a Purchase Order to effectuate the award of this 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 January 28, 2020.



Derek Armstead, Secretary



LINDEN ROSELLE SEWERAGE AUTHORITY
CERTIFICATION OF FUNDS

I hereby certify that sufficient funds are available in the Linden Roselle Sewerage Authority's Renewal and Replacement Fund (Account No. 2574000681) for the purchase of a pump rotating assembly from Municipal Maintenance Co., for an amount not to exceed \$29,140.00.



David G. Brown II
Certifying Finance Officer

DATED: January 28, 2020

LINDEN ROSELLE SEWERAGE AUTHORITY

RESOLUTION #07-20

AUTHORIZING AWARD OF CONTRACT TO PROVIDE HUD-CDBG SECTION 3 COMPLIANCE SUPPORT SERVICES FOR FLOOD RESILIENCY PROJECTS

WHEREAS, in accordance with N.J.S.A. 40A:11-2(6), the Linden Roselle Sewerage Authority, a body politic and corporate of the State of New Jersey, instituted a policy to negotiate agreements for Professional Services on the basis of demonstrated confidence and qualifications for types of Professional Services required by the Authority pursuant to a fair and open process in accordance with N.J.S.A. 19:44A-20; and

WHEREAS, pursuant to the fair and open process, the Authority solicited proposals and by resolution at its February 2019 Organizational Meeting qualified and approved engineering firms to provide consulting services by separate resolution approving each individual specific contract to be considered by the Members of the Authority; and

WHEREAS, there exists a need for the Authority to retain the services of a Consulting Engineer to provide Section 3 Compliance Support Services for the Department of Housing and Urban Development Community Development Block Grant (HUD-CDBG) for the Authority's Flood Resiliency Projects; and

WHEREAS, the Authority requested a proposal from CDM Smith for said services and the Executive Director recommends that the best interests of the Authority are served by the selection of CDM Smith to provide these services for a sum not to exceed \$89,590.00; and

WHEREAS, the Linden Roselle Authority has further resolved to pursue funding to cover all costs for these services, through application to the New Jersey Infrastructure Bank (NJIB); and

WHEREAS, sufficient funds are available in the Authority's Renewal and Replacement Fund (Account No. 2574000681), as evidenced by the Certification of Funds attached; and

WHEREAS, the Local Public Contract Law (N.J.S.A.11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" and the contract itself must be available for public inspection;

NOW THEREFORE, BE IT RESOLVED, by the Linden Roselle Sewerage Authority as follows:

1. The Linden Roselle Sewerage Authority authorizes the execution of an Agreement to retain CDM Smith as Consulting Engineers to provide Section 3 Compliance Support services in conformance with the requirements of the Department of Housing and Urban Development Community Development Block Grant; and

2. The Chairman is hereby authorized and directed to sign the Agreement.
3. This contract is awarded without competitive bidding as a "Professional Service"; in accordance with N.J.S.A. 40:11-5(1)(A) of the Local Public Contracts Law.
4. A Notice of this action shall be printed once in the Local Source.
5. This contract is awarded pursuant to a fair and open process as set forth and in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq. and a copy of a resolution of qualification is attached hereto.

I certify that the foregoing is a true and exact copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on January 28, 2020.



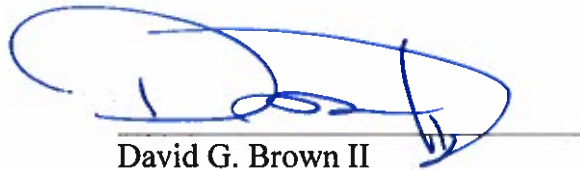
Derek Armstead, Secretary

LINDEN ROSELLE SEWERAGE AUTHORITY

CERTIFICATION OF FUNDS

I hereby certify that sufficient funds are available in the Linden Roselle Sewerage Authority's Renewal and Replacement Fund (Account No. 2574000681) for a contract award to CDM Smith in an amount not to exceed \$89,590.00 now pending approval to be reimbursed from the proceeds of a loan from the New Jersey Infrastructure Bank (NJIB).

Dated: January 28, 2020



David G. Brown II
Certifying Finance Officer