

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY

Resolution No.: 48-2025 |
Date: August 20, 2025

Approved as to form:

Bianka Vargas, Clerk

Approved as to sufficiency of funds:

John Cuiffo, Acting Comptroller

[] YES [] NO [X] NONE REQUIRED

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY RECOMMENDING AN ADMINISTRATIVE ACTION PLAN AMENDMENT TO THE UNION COUNTY DISTRICT SOLID WASTE MANAGEMENT PLAN TO REVISE THE BLOCK AND LOT NUMBERS FOR A CLASS B RECYCLING FACILITY IN THE CITY OF ELIZABETH

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 Union County District Solid Waste Management Plan (the “County Plan”), developed in accordance with the SWMA, was initially adopted by the County of Union (the “County”) 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, the Union County Utilities Authority (“UCUA”) was created by the County, 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 has been designated by the County, pursuant to and in accordance with the SWMA, as the agency responsible for implementation of the County Plan; and

WHEREAS, on or about February 7, 2025, Rockrete Recycling Corporation (“Rockrete”) filed an application with the UCUA, requesting an amendment of the County Plan to revise the block and lot numbers for Rockrete’s Class B Recycling facility currently included in the County Plan and located at 341 Trumbull Street in the City of Elizabeth, New Jersey 07201 (referred to as the “Facility”), which is owned and operated by Rockrete; and

WHEREAS, on September 16, 2015, pursuant to UCUA Resolution No. 59-2015, the UCUA authorized the Facility to be included in the County Plan, which is permitted to accept up to 1,000 tons per day (“TPD”) of Class B materials, including asphalt, bricks, blocks (cinder/concrete), concrete and rocks, and operates five (5) days per week (Monday through Friday) from 8:00 a.m. to 4:30 p.m.; and

WHEREAS, on December 3, 2015, the County of Union adopted the amendment to incorporate the Facility into the County Plan which was approved by the New Jersey Department of Environmental Protection on or about April 1, 2016.

WHEREAS, the Facility is currently identified in the County Plan as being located on a portion of Block 951, Lot 1 at 341 Trumbull Street in the City of Elizabeth; and

WHEREAS, the City of Elizabeth has updated its tax maps, effective March 31, 2022, which identify the Facility as being located at Block 719, Lot 3 and a portion of Block 1010.01, Lot 1; and

WHEREAS, the Facility is not increasing or decreasing in size from what was previously approved, but has been split into multiple lots under the new tax map scheme; and

WHEREAS, Rockrete has requested an administrative amendment to the County Plan to update the Facility's Block and Lot numbers pursuant to the City of Elizabeth's revised tax map scheme to avoid confusion and maintain transparency; and

WHEREAS, UCUA received a letter report dated July 31, 2025 from UCUA's Engineers, CME Associates (the "CME Report"), confirming Rockrete's request and setting forth no engineering objections to the proposed administrative action; and

WHEREAS, except as set forth herein above, the application seeks no other changes and the other operational details for the Facility as currently specified in the County Plan (e.g., permitted waste types, hours of operation, recyclables classification) as well as the site-specific NJDEP-issued permit and/or recycling general approval, remain unchanged; and

WHEREAS, the NJDEP's solid waste regulations (N.J.A.C. 7:26-1.1 et seq.) provide certain actions to amend a county solid waste management plan may be taken by administrative action by the implementing agency without the necessity for a full plan amendment which would otherwise require notice and a public hearing before the governing body of the County; and

WHEREAS, UCUA has determined that the inclusion in the County Plan of the proposed Facility block and lot number revisions does not warrant a full plan amendment and may be amended via administrative action, as set forth at N.J.A.C. 7:26-6.11; and

WHEREAS, the approval of Rockrete's application to amend the County Plan as described above is consistent with the Statewide Solid Waste Management Plan and the State's recycling goals, is in the best interests of the County and its citizens, and is necessary for UCUA's continued effective operation as the agency responsible for implementation of the County Plan; and

WHEREAS, based on the foregoing, UCUA desires to amend the County Plan based on Rockrete's application.

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

Section 1. The aforesaid recitals are hereby incorporated by reference, as if set forth at length herein.

Section 2. UCUA hereby authorizes, by administrative action, an amendment to the County Plan to revise the Block and Lot numbers for the Rockrete Recycling Corporation Facility located at 341 Trumbull Street, Elizabeth, NJ to Block 719, Lot 3 and a portion of Block 1010.01, Lot 1, as shown in Attachment 1 of Rockrete's application, attached hereto and incorporated herein.

Section 3. This amendment to the County Plan is subject to NJDEP approval, as applicable.

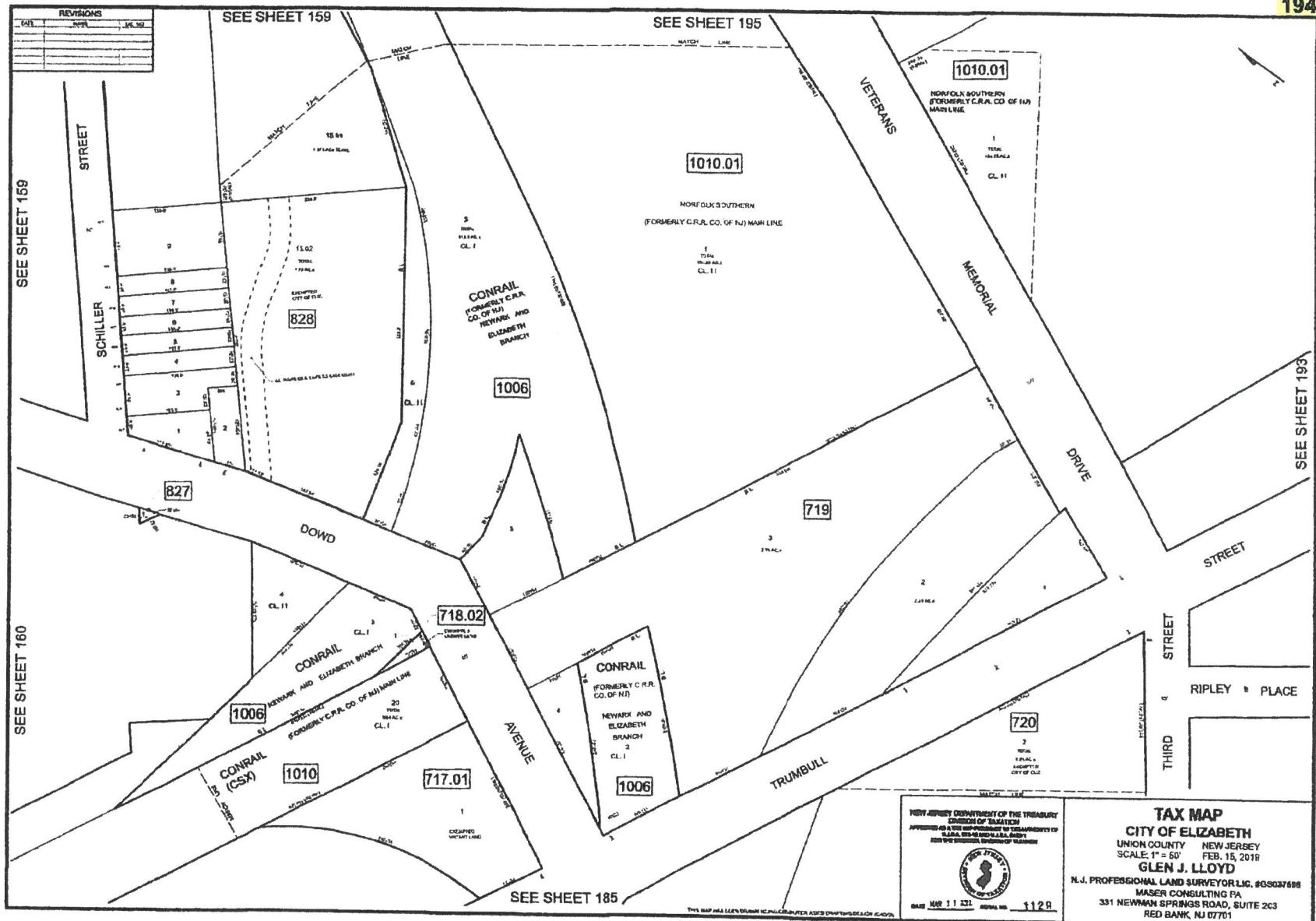
Section 4. The Executive Director of UCUA and Special Counsel are hereby authorized and directed to submit the application from Rockrete and this Resolution to NJDEP as an administrative action in order to obtain such approvals as may be necessary under law.

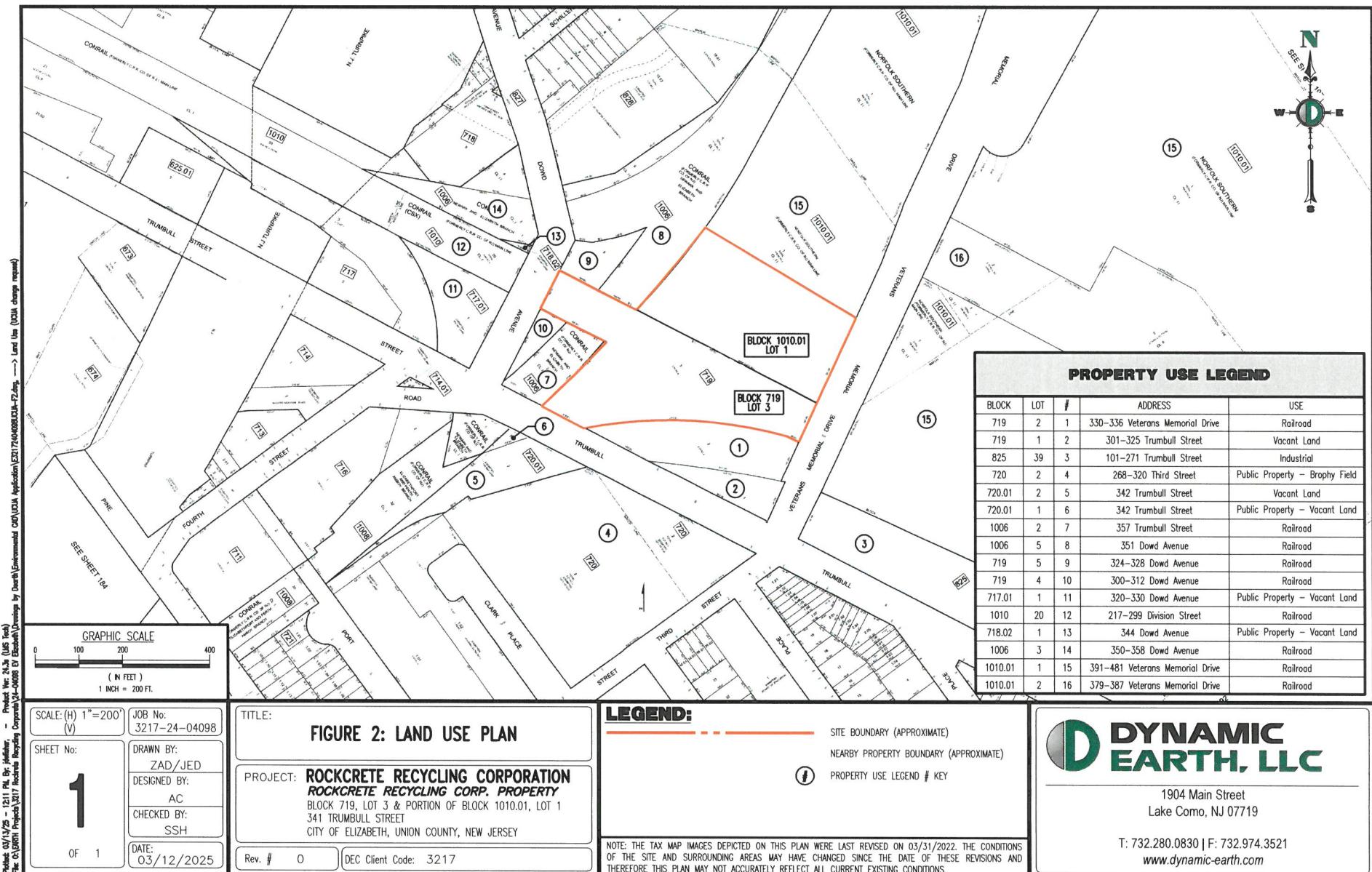
Section 5. A copy of this Resolution, together with a copy of Rockrete's application to amend the County Plan, shall be made available for public inspection at the UCUA's administrative offices located at 1499 Routes 1 & 9 North, Rahway, New Jersey.

Section 6. 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>	✓						

ATTACHMENT 1







**Consulting & Municipal
ENGINEERS**

3141 Bordentown Ave.
Parlin, NJ 08859
732.727.8000 ☎
www.cmeusa1.com 🌐

July 31, 2025

Ms. Linda D. Stender, Acting Executive Director
Union County Utilities Authority
1499 Routes 1 & 9 North
Rahway, New Jersey 07065

**Re: *Union County Utilities Authority*
Rockrete Recycling Corporation
Application for an Amendment to the Solid Waste Management Plan
341 Trumbull Street, Elizabeth, NJ 07201; Block 719, Lot 3
*CME File No. PUC00035.P63***

Dear Ms. Stender:

As per the Authority's request, CME has reviewed the application package submitted by Dynamic Earth on behalf of Rockrete Recycling Corporation ("Rockrete"), dated February 7, 2025, regarding the above referenced facility. Rockrete is requesting an amendment of the Union County Solid Waste Management Plan (the "Plan") to update the Block and Lot numbers of their Class B Recycling Center.

Rockrete currently operates its Class B Recycling Center at 341 Trumbull Street, Elizabeth, New Jersey (the "Facility").

The Facility accepts a maximum of one thousand tons per day (1,000 TPD) of Class B materials consisting of asphalt, bricks, blocks (cinder/concrete), concrete and rocks. The Facility operates five (5) days a week (Monday through Friday) from 8:00 am to 4:30 pm.

The Facility is currently identified in the Union County Solid Waste Management Plan as being located on a portion of Block 951, Lot 1; 341 Trumbull Street, City of Elizabeth, Union County, New Jersey. The City of Elizabeth has updated its tax maps, which were approved by the NJ Division of Taxation and became effective March 31, 2022. Attachment 1 contains the revised City of Elizabeth Tax Map Sheet 194, dated March 31, 2022, and Figure 2: Land Use Plan as prepared by Dynamic Earth L.L.C., showing the Facility is now sited on Block 719, Lot 3 and a portion of Block 1010.01, Lot 1. The area



Ms. Linda D. Stender
Union County Utilities Authority
Re: Rockrete Recycling Corporation
Application for an Amendment to the Solid Waste Management Plan

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of the Facility is not increasing as Block 951, Lot 1 has been split into multiple lots, including Block 719, Lot 3 and Block 1010.01, Lot 1.

A copy of the recently renewed Facility lease, provided by Dynamic Earth on July 21, 2025, is included in Attachment 2.

Recommendations:

Based on the review of the submitted application package and additional information provided by Dynamic Earth:

1. We have no engineering objections to the Authority approving via Administrative Action revisions to the Block and Lot number of the Rockrete Recycling Corporation Facility located at 341 Trumbull Street, Elizabeth, NJ to Block 719 Lot 3 and a portion of Block 1010.01, Lot 1 as shown on Figure 2: Land Use Plan as presented in Attachment 1, in accordance with Union County's Solid Waste Management Plan and subject to concurrence by the Authority's Attorney.

Should you have any questions on this matter, please do not hesitate to contact this office.

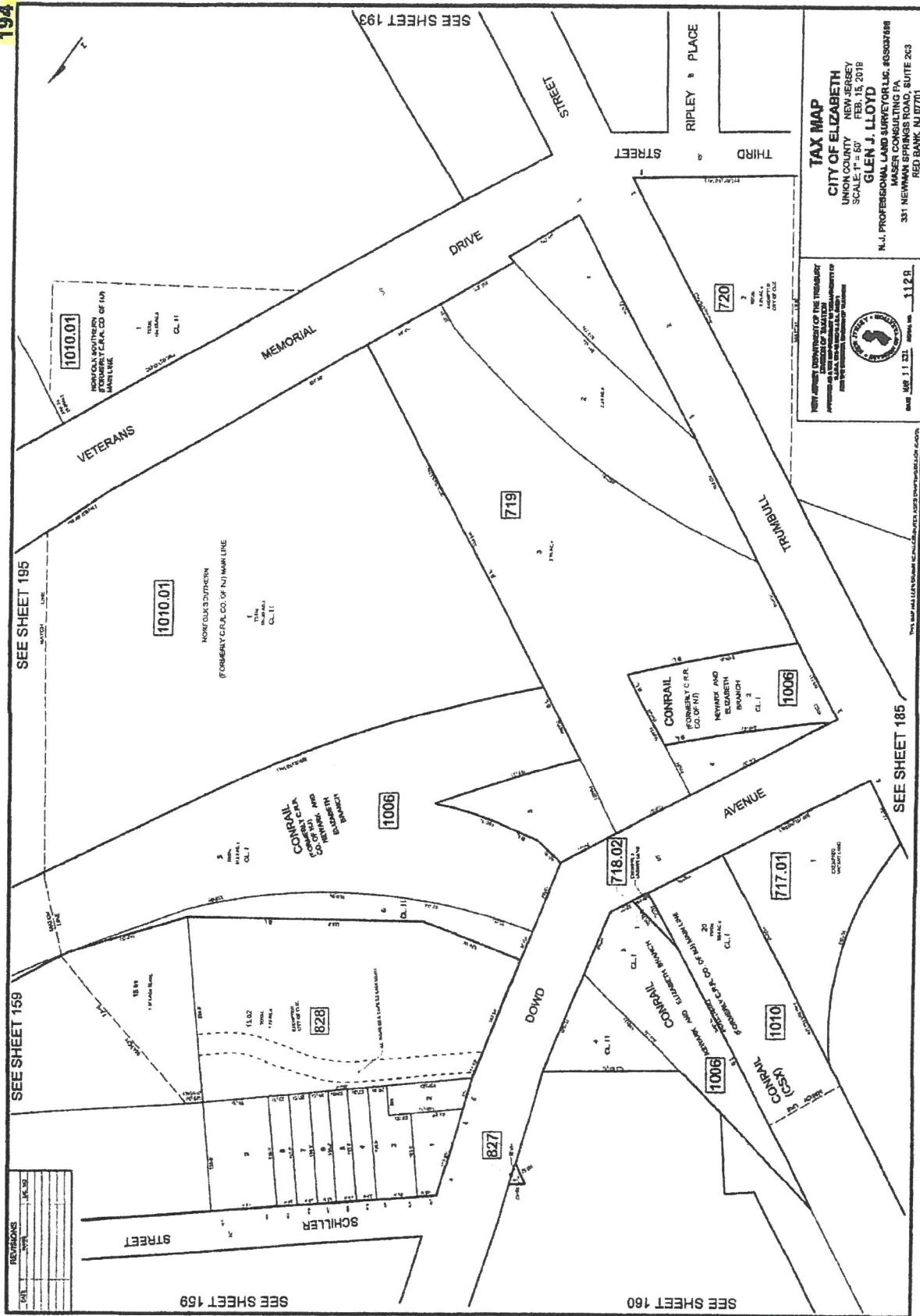
Very truly yours,
CME Associates

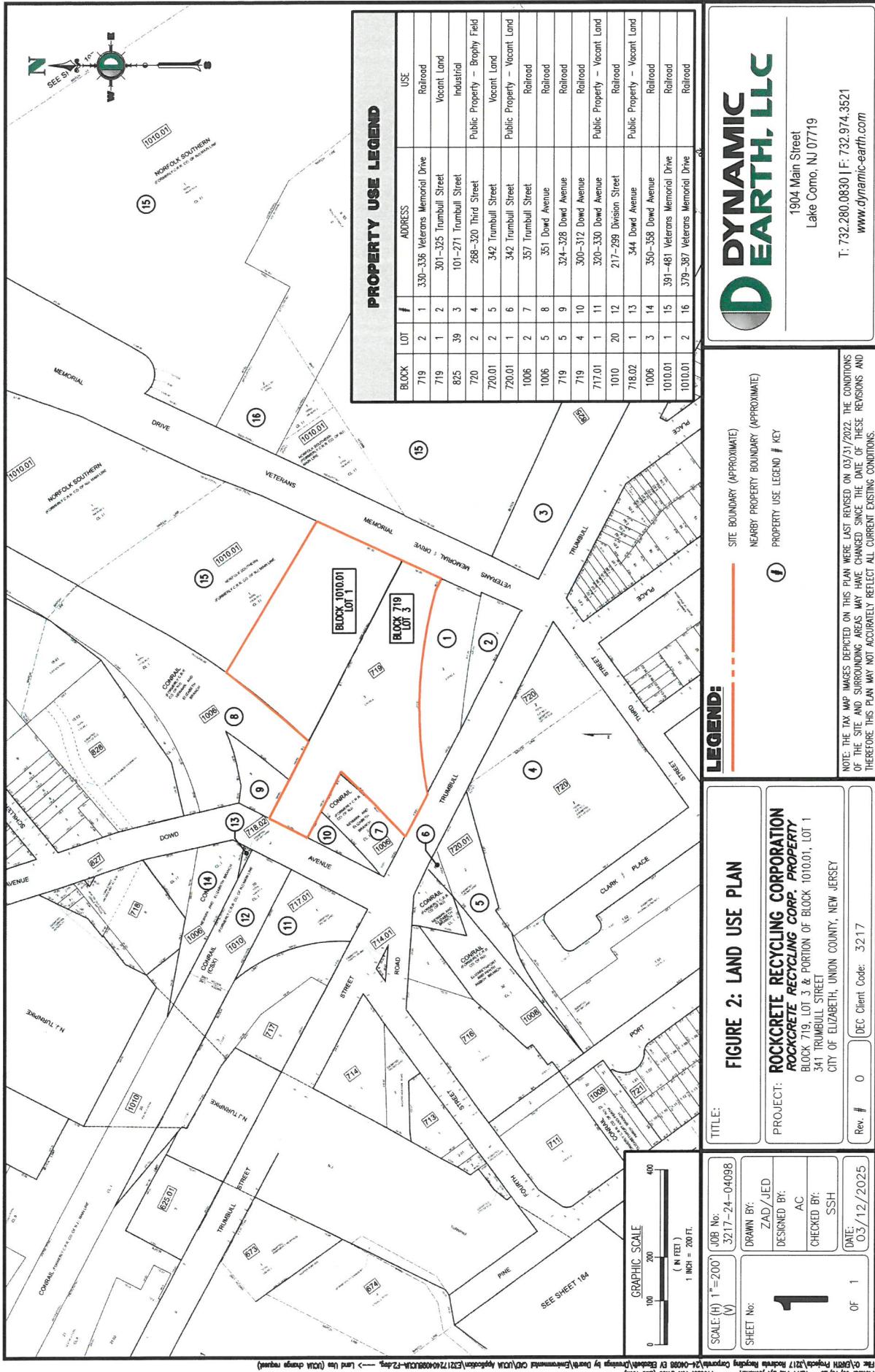
Mohammed Sidhoum, Ph.D., BCEEM
Office of the Authority Engineer

cc: Lisa M. da Silva
Kraig Dowd, Esq.
Jeffrey Paul Hummel,
John Napolitano, Esq.

ATTACHMENT 1

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NOTE: THE TAX MAP IMAGES DEPICTED ON THIS PLAN WERE LAST REVISED ON 03/31/2022. THE CONDITIONS OF THE SITE AND SURROUNDING AREAS MAY HAVE CHANGED SINCE THE DATE OF THESE REVISIONS AND THEREFORE THIS PLAN MAY NOT ACCURATELY REFLECT ALL CURRENT EXISTING CONDITIONS.

ATTACHMENT 2



Activity Number: 1329403

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this “Amendment”), effective date of which shall be the date last executed below, by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation (“Landlord”) and **ROCKCRETE RECYCLING CORPORATION**, a New Jersey corporation (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated April 21, 2015, as last amended on September 24, 2021, (as amended, the “Lease”) ;

WHEREAS, Landlord and Tenant desire to further amend the Lease as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Term. The Lease is hereby amended by deleting Section 2 in its entirety and inserting in its place the following:

“**2. Term.** To have and hold for a term of five (5) years beginning April 1, 2025, and ending at 11:59 p.m., local time, on March 31, 2030, except that Landlord shall have the right to terminate this Lease at any time by providing Tenant with not less than ninety (90) days’ prior written notice of termination. Any such termination of this Lease shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of this Lease, survives the termination or expiration of this Lease.”

Nothing in this Section 1 shall disturb, alter or otherwise modify the operation of the Lease or any monies paid thereunder prior to this Amendment.

2. Adjustment of Base Rental. The Lease is hereby further amended by deleting Section 3 in its entirety and inserting in its place the following:

“**3. Base Rental.** Commencing on April 1, 2025, Tenant shall pay unto Landlord, without offset, abatement or demand, base rental monthly in advance on or before the first business day of each calendar month in accordance with the following table:

<u>Period:</u>	<u>Rental:</u>
April 1, 2025 - March 31, 2026	\$53,538.00 per month
April 1, 2026 - March 31, 2027	\$55,144.00 per month
April 1, 2027 - March 31, 2028	\$56,798.00 per month
April 1, 2028 - March 31, 2029	\$58,502.00 per month
April 1, 2029 - March 31, 2030	\$60,257.00 per month”



Nothing in this Section 2 shall disturb, alter or otherwise modify the operation of the Lease or any monies paid thereunder prior to this Amendment.

3. **Insurance.** The Lease is hereby further amended by deleting Section 21 in its entirety and inserting in its place the following:

"21. Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment, and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, 650 W Peachtree St NW, Atlanta, GA 30308, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant."

4. **Notice.** Pursuant to Section 18 of the Lease, Landlord and Tenant hereby provide to each other the following addresses:

Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308.

Tenant: Rockcrete Recycling Corporation, 400 Veterans Memorial Drive, Elizabeth, New Jersey, 07206 .

5. **Ratification; Successors and Assigns.** Landlord and Tenant acknowledge and agree that the Lease, as amended by this Amendment, is hereby ratified and confirmed and in full force and effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. **Signature.** The parties agree that if an authorized officer of a party fully signs this Amendment in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Amendment, and, upon full execution of the Amendment by all parties, shall create a legally binding agreement.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment in duplicate, each part being an original, as of the date last executed below.

Witness As To Landlord:

Brandon Janeway

Name: Brandon Janeway

**Signed by:
Witness As To Landlord:**

David Williams

Name: David Williams

LANDLORD:

NORFOLK SOUTHERN RAILWAY

COMPANY

a VIRGINIA corporation

Signature:

Signed by:

Solomon Jackson

2697D5D5B1D04F0

Name:

Solomon Jackson

Title:

Real Estate Manager

Date of Landlord Signature: 7/17/2025

Witness As To Tenant:

Name:

Witness As To Tenant:

Name:

TENANT:

ROCKRETE RECYCLING CORPORATION

a New Jersey co. or corp

Signature:

Gabriel Tomae

Name:

Gabriel Tomae

Title:

President

Date of Tenant Signature: 7-16-2025

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