



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA

THURSDAY, SEPTEMBER 5, 2024

7:30 P.M.

MAYOR

Ronald Jubin, Ph.D.

COUNCIL

Christine B. Ead, President

Curt S. Dahl

Paul Fischer

Paolo Marano

Sonia Abi-Habib

Robert Gibbs

James J. Damato
Business Administrator

Edith G. Gil
Borough Clerk

Joseph Sordillo, Esq.
Borough Attorney

THIS MEETING AND ALL BUSINESS SHALL BE CONDUCTED IN-PERSON, INCLUDING THE ACCEPTANCE OF PUBLIC COMMENT. No public comment shall be allowed to be made virtually or accepted in writing and read into the record. All writings received shall be acknowledged and accepted by the Council as regular correspondence. The Borough may broadcast its meetings virtually for public viewing as a courtesy.

VIEWING INSTRUCTIONS: To listen to the meeting via phone, dial 1 (646) 558-8656. It will prompt you for a meeting ID. Type **99501390087#**. You do not need a participating ID, just press # | To view the meeting using a smart phone or computer, download the free **ZOOM** app. Type in the **meeting ID 99501390087** or click on <https://zoom.us/j/99501390087>. **Agenda items can also be requested by emailing egil@watchungnj.gov**

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

SEPTEMBER 5, 2024 - 7:30 P.M.

MAYOR’S STATEMENT: This meeting is being held in compliance with the Open Public Meetings Act. Under the provisions of N.J.S.A.10:4-6 et seq., notice of the time and place of this meeting was given by way of the Annual Meeting Notice to the Courier News, Echoes Sentinel, the Star Ledger, posted at Borough Hall and on the Borough’s website.

**SALUTE TO THE FLAG and MOMENT OF SILENCE FOR OUR SERVICE MEN AND WOMEN,
SERVING HOME AND ABROAD**

ROLL CALL

PROCLAMATION

- ❖ Sickle Cell Awareness Month

SPECIAL PRESENTATION

- ❖ Grant Writing Proposal by Millennium Strategies

REPORTS OF COUNCIL COMMITTEES

1. Administration & Finance
2. Police
3. Public Works / Buildings and Grounds
4. Public Affairs:
 - Environmental
 - Recreation
 - Historical
 - Board of Health
 - Green Team
5. Fire
6. Laws/Ordinances

REPORTS OF BOROUGH OFFICERS

7. Engineer
8. Police Chief
9. Fire Official
10. Emergency Management
11. Rescue Squad
12. Attorney
13. Finance
14. Clerk
15. Administrator
16. Planning Board
17. Municipal Alliance
18. Library Advisory Committee
19. Traffic and Beautification

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

SEPTEMBER 5, 2024 - 7:30 P.M.

PUBLIC PORTION / AGENDA ITEMS ONLY

*A public portion is held prior to Council action **for comments of agenda items only**. Individuals commenting are limited to **3 minutes** per person, and will not be permitted to speak again until everyone has had an opportunity to speak. If a group is represented by an attorney, the attorney will be given 5 minutes to make the presentation for the group.*

UNFINISHED BUSINESS

ORDINANCE ON SECOND READING / PUBLIC HEARING

OR #24/14: ORDINANCE REVISING CHAPTER 2, ADMINISTRATION, OF THE CODE OF THE BOROUGH OF WATCHUNG TO ESTABLISH THE WATCHUNG YOUTH SERVICES COMMISSION

NEW BUSINESS

REPORTS & CORRESPONDENCE:

Acknowledging Receipt of the following Borough Reports:

Fire Prevention Bureau Monthly Report	August 2024
Mayor and Council Executive Session Meeting Minutes	August 15, 2024
Planning Board Executive Session Meeting Minutes	July 16, 2024
Planning Board Meeting Minutes	July 16, 2024
Recreation Commission Meeting Minutes	February 7, 2024
	May 1, 2024

#18: Letter from SC Planning Board Seeking Municipal Input re LSAP, recv'd 8/26/24, cc: M&C, JD, PB, JC,

#19: Planning Bd Review of OR 24-12, Stormwater Control, Memo's from Planner & PB Engineer, recv'd 8/22/24, cc: M&C, JD, JS, JC

CONSENT ITEMS

The resolutions listed below were submitted to the Governing Body for review and will be adopted by one motion.

R1: Authorizing Purchase Orders over Allowed Threshold – Motorola Solutions, Inc. (*FD-band radios*)

R2: Authorizing Volunteer Appointment to Youth Services Commission

R3: Authorizing Field and Facility Permit for Somerset County Library System of New Jersey

NON-CONSENT ITEMS

R4: Authorizing Sewer Connection Agreement with Levin Properties, L.P.

**BOROUGH OF WATCHUNG
MAYOR & COUNCIL MEETING AGENDA**

SEPTEMBER 5, 2024 - 7:30 P.M.

R5: Authorizing Sewer Connection Agreement with Bonnie Burn Redevelopers Urban Renewal, LLC

INTRODUCTION OF ORDINANCE

**OR# 24/15 ORDINANCE AUTHORIZING THE AMENDED SANITARY SEWER
EASEMENT WITH LEVIN PROPERTIES AT THE BLUE STAR SHOPPING CENTER**

PUBLIC PORTION - GENERAL DISCUSSION

Individuals commenting are limited to 3 minutes per person. An Attorney will be given 5 minutes to present on behalf of a group.

ADJOURNMENT

The next meeting of the Mayor and Council will be Thursday, September 19, 2024 at 7:30 P.M.

**BOROUGH OF WATCHUNG
ORDINANCE 24/14**

**ORDINANCE REVISING CHAPTER 2, ADMINISTRATION, OF THE
CODE OF THE BOROUGH OF WATCHUNG TO ESTABLISH THE
WATCHUNG YOUTH SERVICES COMMISSION**

WHEREAS, the Borough of Watchung has previously established The Watchung Borough Youth Services Commission by Resolution adopted December 18, 2003, pursuant to N.J.S.A. 9:22-1, to assist in determining the needs of the community and provide a vision to coordinate activities of the Borough's youth; and

WHEREAS, the Commission also serves as a conduit between the Borough and the County of Somerset with regard to the receipt of grants for recreational and school activities; and

WHEREAS, the Mayor and Borough Council now desire to establish the Commission more formally by Ordinance and codify same in the Borough Code.

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

Section 1. Section 2-48 entitled "(Reserved)" of Article V entitled "Boards, Committees, and Commissions" of Chapter 2 entitled "Administration" of The Code of the Borough of Watchung is hereby supplemented and amended to establish and codify the Borough's youth services commission to read as follows:

Chapter 2. Administration.

Article V. Boards, Committees, and Commissions

§2-48. (Reserved) Watchung Borough Youth Services Commission

§2-48.1. Purpose; Established.

A. Pursuant to the authority granted to local municipalities by resolution of the County of Somerset, State of New Jersey, and consistent with N.J.S.A. 52:17B-169, *et seq.*, and N.J.A.C. 13:90-2.1, *et seq.*, the Borough of Watchung hereby establishes a Youth Services Commission to be known as “The Watchung Borough Youth Services Commission.”

B. Purpose and responsibilities.

1. It shall be the purpose of the Watchung Borough Youth Services Commission to encourage, coordinate and integrate existing services for youth at risk of or already involved in the juvenile justice system by determining the needs of at-risk youth in their community, developing and proposing new innovative programs to meet the identified needs and informing the public of the availability of service to meet those needs.
2. The Commission shall work collaboratively with the Somerset County Youth Services Commission in their responsibility of assessing the needs of youth within the Borough of Watchung in order to develop appropriate prevention and intervention strategies that address those issues.
3. In carrying out this purpose, the Commission shall fulfill the following responsibilities:
 - (a) Provide an open forum to foster communication, education and information concerning problems and opportunities that exist within the community for youth;
 - (b) Assess the needs of the community’s youth;
 - (c) Advise on and recommend planning, policy and programs for the community’s youth;
 - (d) Explore various resources to meet the local community needs; and
 - (e) Assist in the development of a plan of action to implement recommended programs to the Borough.

C. Guiding principles of the Commission should include:

- Valuing youth
- Empowering youth
- Strengthening families
- Promoting healthy alternatives
- Supporting diversity
- Encouraging community based services
- Networking
- Youth / Adult Partnerships

- Access to services
- Community based youth development programs

§2-48.2. Appointments; Membership; and Qualifications.

- A. The Youth Services Commission shall consist of a minimum of seven (7) members, with a maximum of fifteen (15) members. The Commission shall consist of, but not limited to:
1. A member of the Watchung Borough Council;
 2. A representative of the Watchung Borough School District;
 3. A representative of the Recreation Committee;
 4. A Police Officer;
 5. A member of the Parent-Teacher Organization (PTO);
 6. Other members-at-large who are residents and/or employees of the Borough of Watchung and the Watchung Borough School District having an interest in youth.
- B. All members of the Commission shall be appointed by the Mayor, with the advice and consent of the Borough Council. Each member shall be chosen with consideration to their qualifications and fitness for service with regard to the purposes and responsibilities of the Commission as defined in this Section. In order to achieve the goals of the Commission, the direct involvement of a cross-section of local government, education, law enforcement and community leaders who live and/or work in the Borough is of preference.
- C. Members of the Commission shall be appointed to serve for a term of three (3) years or until their successors be appointed, with the exception that the terms of a member of the Borough Council and School District shall be annual and consistent with their respective terms of office. All terms shall begin as of January 1 of the year of their appointment and expire on December 31 of the last year of their term. Initially appointments to the Commission shall be staggered so that no more than 3 members are to be appointed/reappointed in any year, with the exception of the members of the Borough Council and School District.
- D. The Officers of the Commission shall consist of a Chairperson, Vice-Chairperson, Secretary and Treasurer, who shall be elected by the general membership at the annual reorganization meeting, and shall serve for a period of one (1) year.
1. Chairperson. This member shall preside at all meetings, prepare the meeting agenda, appoint special committees to address specific issues and serve as an ex-officio member of all committees.
 2. Vice-Chairperson. This member shall, in the absence of the Chairperson, assume the responsibilities of the Chairperson.
 3. Secretary. This member shall take minutes of the proceedings at all meetings, sent the minutes to the membership, and send the approved minutes to the Borough

Clerk for acknowledgment and acceptance by the Borough Council. This member shall also provide for adequate notice of all meetings in accordance with the Open Public Meetings Act.

4. Treasurer. This member shall periodically file with the Borough Council a report giving a complete account of all financial transactions and a statement of activities showing the expenditure of public funds and the receipts, expenditure of fees, and charges collected. A separate budget account shall be maintained to record money and tangible personal property donated for current use. The Treasurer shall keep adequate records of all funds for long term projects handled by the Commission. The Commission shall approve all vouchers for the expenditure of funds of any character. The Treasurer shall report on the status of the funds at each meeting. In lieu of the need for a Treasurer, the Borough Chief Financial Officer will assume these duties.
- E. Vacancy. Any vacancy occurring other than by expiration of the term shall be filled for the unexpired term in the same manner as the original appointment for such member.
- F. All members and officers of the Youth Services Commission shall serve without compensation.

§2-48.3. Powers and Duties.

- A. The Youth Services Commission shall perform the following functions and duties:
 1. Provide an open forum to foster communication, education and information concerning problems and opportunities that exist within the community for youth;
 2. Advise on and recommend the planning and development of programs for youth;
 3. Serve as the functioning body in the development of plans in the areas of youth services;
 4. Assess the needs of the community's youth throughout the calendar year;
 5. Identify service gaps and priorities;
 6. Explore various means and resources to meet the local community needs;
 7. Assist in the development of a plan of action to implement recommended programs;
 8. Advise the Mayor, Borough Council, and administration on the availability of grant programs and economic initiatives relating to youth services;

9. Make recommendations to the Mayor and Borough Council with regard to any purchase or contract for the promotion of youth services within the Borough, with the final decision whether to enter or award such purchase or contract being at the sole discretion of the governing body;
 10. Carry out other related duties as may be assigned from time to time by the Borough Council; and
 11. Prepare and provide an annual report to the Mayor and Borough Council during December of each year setting forth, in detail, its operations and recommendations covering the preceding twelve (12) months.
- B. The Youth Services Commission shall coordinate its efforts with the Somerset County Youth Services Commission and shall be guided by the rules and regulations adopted thereby, including but not limited to the procurement of grants consistent with this Section and in furtherance of the purpose and mission of the Commission.
- C. By-laws; Subcommittees.
1. The Youth Services Commission shall adopt and establish By-laws to govern the Commission, within the parameters and authorities granted in this Section. The By-laws shall be reviewed and updated, if necessary, on an annual basis, and shall be subject to approval by the Borough Council. At a minimum, the By-laws shall include the following (consistent with the terms of this Section):
 - a. Name of Commission
 - b. Purpose and Function
 - c. Objectives
 - d. Organization, including Commission descriptions
 - e. Membership and Terms of Office
 - f. Officers
 - g. Duties of Officers
 - h. Nomination and Election of Officers
 - i. Meetings (Conduct, Cancellation or Addition of Meetings)
 - j. Other considerations of Members.
 2. The Youth Services Commission shall have the power to establish standing and ad hoc subcommittees as needed, including, but not limited to, an adjustment subcommittee consisting of persons qualified by experience and training to assist in and coordinate the efforts of police, school and other agencies to provide guidance and counsel to youth with incipient behavior and to cooperate with the Superior Court, Chancery Division, Family Part, having jurisdiction when cases arise in which official adjudication of delinquency seems indicated.
- D. Budget; Funding; Expenditures.

1. The Youth Services Commission shall have a budget as authorized by the Borough Council.
2. The Youth Services Commission is authorized to submit applications for grant funding, subject to the approval of the Borough Council.
3. On a periodic basis, but at least quarterly, the Youth Services Commission shall submit a detailed accounting of all anticipated expenditures to the Borough Council for review and approval. Goods and services cannot be procured by the Commission without approval from the Borough Council.
4. The Youth Services Commission shall not have any powers or authorities other than those set forth herein. Specifically, the Commission shall not have the power or authority to expend public funds outside of its budget, pledge the credit of the Borough or otherwise incur indebtedness, or enter into contracts on behalf of itself or the Borough, without the approval of the Borough Council.

§2-48.4. Meetings.

- A. Meetings of the Youth Services Commission shall comply with the requirements of Open Public Meetings Act, N.J.S.A. 40:4-6, *et seq.*; and shall follow the Roberts Rules of Order.
- B. The Youth Services Commission shall hold a re-organization meeting each calendar year, to be held on or before January 10th of each year, at which time the Commission shall establish its regularly scheduled meeting dates, and elect its officers. The Commission shall schedule a minimum of six (6) meetings in a calendar year.
- C. The Youth Services Commission shall keep accurate minutes of its meetings and activities; and approved minutes shall be filed with the Borough Clerk.
- D. A majority of the current appointed members of the Commission shall constitute a quorum for the holding of a meeting of the Commission.
- E. All decisions of the Commission shall be decided by a simple majority vote of those present at a meeting

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to that end the provisions of this Ordinance are hereby declared to be severable; and

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that in the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Watchung, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Borough of Watchung are hereby ratified and confirmed, except where inconsistent with the terms hereof; and

BE IT FURTHER ORDAINED by the County of the Borough of Watchung that within five (5) days after its adoption by the Council, this Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40A:60-5(d). If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved; and

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that this Ordinance shall take effect upon final passage and publication according to law; and approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d).

INTRODUCED BY: GIBBS
PASSED: AUGUST 15, 2024
PUBLISHED: AUGUST 22, 2024
ADOPTED:
CC: GEN.CODE,

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor



COUNTY OF SOMERSET PLANNING BOARD

#18
9/5/24



County Administration Building
20 Grove Street, P.O. Box 3000
Somerville, New Jersey 08876-1262
(908) 231-7021 • Fax (908) 707-1749
PlanningBd@co.somerset.nj.us
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MEMBERS

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Chairman

Michael Giordano, Jr.
Vice Chairman

Albert Ellis

Christopher Kelly

Erika Inocencio

Sami Shaban

Shanel Y. Robinson
Commissioner Director

Paul Drake
Commissioner / Liaison

Matthew D. Loper
County Engineer / Director
Department of
Engineering & Planning
Board Secretary

ALTERNATE MEMBERS

Ashok Rakhit
1st Alternate

Vacant
2nd Alternate

Adam Slutsky
County Engineer Alternate

STAFF

Walter C. Lane, PP, AICP
Director of Planning

Joseph DeMarco, Esq.
County Counsel

MEMORANDUM

TO: Somerset County Mayors
Somerset County Municipal Administrators/Managers
Somerset County Municipal Planning Board Chairs
Somerset County Municipal Engineers
Somerset County Municipal Police Chiefs

FROM: Walter C. Lane, PP, AICP, Director of Planning

DATE: August 26, 2024

SUBJECT: Somerset County Local Safety Action Plan - Request for Municipal Information

Each County in New Jersey needs to Adopt a Local Safety Action Plan (LSAP) to qualify for new federal funding resources to reduce the number of fatal and severe crashes through implementation of safety improvements. Somerset County is one of 8 North Jersey Transportation Planning Authority (NJTPA) counties that has joined a North Jersey Transportation Planning Authority (NJTPA) funded consultant led study to develop eight individualized County LSAP's. The study has gotten underway and soon a study web site will be launched that hosts background information on the importance of having adopted LSAP Plan along with an online survey, online map and data dashboard that shows locations of crashes on local and county roads.

Somerset County and the NJTPA are asking each municipality to provide the name, and copy of any municipal plans, and studies that highlight road safety issues that you would like the study consultant to review as they create the Somerset County Local Safety Action Plan (LSAP). Please note that high priority transportation issues, deficiencies, needs or potential projects may be included in the Somerset County LSAP. Once the plan is adopted municipalities can adopt the county plan as their own and then indicate what the municipal high priority transportation needs are and request funding to undertake planning and supplemental planning work to address existing road safety issues. New SS4A Federal funding for the safety improvements is dependent on either a municipality or county having an adopted Local Safety Action Plan (LSAP) that meets federal requirements for municipalities and or counties to be eligible to apply for planning and implementation grants.

Somerset County will be asking our municipalities and planning partners to promote public engagement through the Local Safety Action Plan web site. The web site will have an online survey and online mapping tool that residents, businesses and organizations can submit public feedback on what are there to traffic safety issues including specific locations and travel corridors. If you have any questions, please contact me at lane@co.somerset.nj.us or at (908) 231-7178.

Cc: Somerset County Municipal Clerks
Somerset County Planning Board

- Mission Statement -

The County of Somerset is committed to excellence and innovation in public service, promoting the well-being of all residents and communities by providing effective, efficient and responsive leadership.

Somerset County Is An Equal Opportunity Employer

MARK HEALEY, PP/ AICP
Professional Planner

MEMORANDUM

To: Borough of Watchung Planning Board
From: Mark Healey, PP, AICP
Date: August 12, 2024
RE: *Ordinance 24/12 – Amending Chapter 21, Stormwater Control*

Ordinance 24/12, amending the Borough's Code, Chapter 21, Stormwater Control, has been referred from the Borough Governing Body to the Planning Board pursuant to NJSA 40:55D-26, Referral Powers.

Upon referral of a proposed development regulation from the Governing Body, NJSA 40:55D-26 indicates:

- The Planning Board shall make and transmit to the Governing Body a report including identification of any provisions in the proposed development regulation which are inconsistent with the master plan and recommendations concerning these inconsistencies and any other matters as the board deems appropriate.
- The Governing Body shall there after the report of the Planning Board and may disapprove or change any recommendation by a vote of a majority of its full authorized membership and shall record in its minutes the reasons for not following such recommendation.

Section 1 of the proposed ordinance indicates:

- It would replace existing Chapter 21 in its entirety
- The Borough's existing stormwater ordinance would be replaced with new stormwater control regulations in compliance with the updated NJDEP requirements

The Policy Statement in the proposed ordinance states the following:

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

Consistency with the Borough Master Plan

As stated above, the proposed ordinance is intended to update the Borough ordinance to be in compliance with updated NJDEP requirements. It addresses the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies to address flood control, groundwater recharge and pollutant removal.

In my opinion, the proposed ordinance is not inconsistent with the Borough Master Plan. In fact, since the ordinance is intended to address flood control, groundwater recharge and pollutant removal, it is my opinion that the ordinance would advance goal #4 of the Master Plan (which in part addresses environmental protection and flood control):

4. Conservation of the environment and existing natural resources within the Borough of Watchung should be an integral part of the planning process, with special attention to the constraints of environmentally critical and sensitive areas, including wetlands, 100 year floodplains and lands with a topographic slope of fifteen percent (15%) and greater.

Recommendations

I respectfully defer to the Board engineer with respect to any recommendations.

DRAFT



Bright View Engineering
Moving you forward

MEMORANDUM

To: Catherine Furlan
Board Clerk
Borough of Watchung Planning Board

From: Richard Calbi Jr. PE, PP, CME
Director of Engineering
Bright View Engineering, LLC

Date: August 20, 2024

Re: Consistency Review
Stormwater Control Ordinance
Borough of Watchung, Somerset County, NJ
241172

Bright View Engineering, LLC (*BVE here-in*) was tasked with performing a Consistency Review of the Stormwater Control Ordinance passed on July 18, 2024, and published on July 25, 2024. We reviewed the Ordinance against the Borough Master Plan as well as the NJDEP Model Stormwater Ordinance. Our findings are as follows:

1. We find the Stormwater Control Ordinance consistent with the intent of the Borough Master Plan and recommend the Borough Stormwater Management Plan be updated to incorporate the Stormwater Control Ordinance updates being proposed.
2. We find the Ordinance to be generally consistent, except for updates outlined under #4 below, with Appendix D: NJDEP Model Stormwater Control Ordinance for Municipalities of the NJ Stormwater Best Management Practices Manual “(NJDEP Model Ordinance)”, provided by the NJDEP.
3. We recommend enhancements be added to the Stormwater Control Ordinance per NJ Futures recommendations, as summarized under #5 below.
4. The following updates shall be made prior final adoption for consistency with the NJDEP Model Ordinance:
 - a. §21-1.C.3 (page 2 of 36) - “of this Chapter” on the second line should be updated to read “of the amendments to the is Chapter in 2024”.
 - b. §21-1.C.4 (page 2 of 36) – “this the” at the end of the third line should be updated to read “the”.
 - c. §21-4.F.Table 1 (page 11 of 36) – “D-14” in the last sentences in parentheses should be updated to read “13 of 36”.



- d. §21-4.F.Table 2 & Table 3 (page 12 of 36) – “D-14” in the sentences in parentheses under both Table 2 and Table 3 should be updated to read “13 of 36”.
- e. §21-4.F.Notes to Tables 1,2, and 3:(a) (page 13 of 36) – “IV.O.2” should be updated to read “21-4.O.2”.
- f. §21-4.G. (page 13 of 36) – “21-4.B” at the end of the second sentence should be updated to read “21-6.B”.
- g. §21-4.G. (page 13 of 36) – “O.2” at the two locations within the fourth sentence should be updated to read “21-4.O.2”.
- h. §21-4.K. (page 14 of 36) – “II” within the first sentence should be updated to read “21-2”.
- i. §21-4.M. (page 15 of 36) – “other ” on the third line in the first sentence should be deleted.
- j. §21-4.N. (page 15 of 36) – “other ” on the eighth line in the second sentence should be deleted.
- k. §21-4.O.2. (page 16 of 36) – “Device” should be added after “Manufactured Treatment” in the Best Management Practice table.
- l. §21-4.O.2. (page 16 of 36) – “Systems” should be added after “Small Scale Bioretention” in the Best Management Practice table.
- m. §21-4.P.4.I. (page 17 of 36) – “areas” should be updated to have black text.
- n. §21-4.R.2.iv (page 21 of 36) – “2.i, ii and iii” should be updated to read “21-4.R.2i, ii and iii”.
- o. §21-5.C.2 Table 5 (page 24) – table should be updated delete all counties except Somerset County.
- p. §21-5.C.2 Table 6 (page 25) – table should be updated delete all counties except Somerset County.
- q. Page 30 has no content and should be deleted.
- r. §21-10.B.8. (page 34) – The following should be added at the end of this section “Maintenance and inspection guidance can be found on the department's website at: [https://dep.nj.gov/stormwater/maintenance-guidance/.](https://dep.nj.gov/stormwater/maintenance-guidance/)”
- s. §21-11.B.8 (page 34) – We recommend the wordage be updated and the penalties be listed in this section as follows: “Any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation, or who violates any part of this section or who fails to comply with any of its requirements shall be subject to the penalties set forth in Chapter 1, §1-5, General Penalty.”
- t. §21-11.B.10-14 (page 34) – We recommend sections 10-14 below be added to this section as follows:
 - 10. As per the requirements of NJDEP MS4 Permit Section F-4(a), Inspection and Maintenance of all Stormwater Facilities (including all existing and newly constructed facilities) Not Owned or Operated by the Borough of Watchung must, on an annual basis prior to June 30 of each year, be inspected, and the property owner must submit to the Municipal Engineering Division a maintenance and inspection report and certification on a form approved by the



Department with all required maintenance logs. The annual inspection report must be prepared by a Professional Engineer licensed in New Jersey or a New Jersey Certified Stormwater Inspector. The inspection report and log shall include and not be limited to:

- a. Detention basin outflow structures, escape provisions as outlined in N.J.A.C. 7:8-6.2 and all its components
 - b. Vegetation;
 - c. Trash Racks and overflow grates;
 - d. Embankment erosion; and
 - e. Sediment removal and pond maintenance
11. Each act or violation, and every day upon which any violation shall occur or continues to occur, shall constitute a separate offense.
 12. Failure to provide annual inspection report as stated in this section shall be subjected to an initial fine of \$10,000 plus \$1,000 for each day after that such inspection report is delinquent, or 90 days in jail, or both, plus the cost of prosecution.
 13. Notwithstanding the penalties set forth in §1-5, any person who has not complied with this section and who, after notice, refuses to implement and maintain soil erosion control and stormwater runoff control measures and facilities in conformance with these regulations shall be subject to a fine of \$10,000 plus \$1,000 for each day after that such inspection report is delinquent, or 90 days in jail, or both, plus the cost of prosecution.
 14. The requirements of §21-10.B.3 and 4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency. In all other cases where the Borough does not take responsibility for repair and maintenance of any stormwater management resources, the applicant shall post a two (2) year maintenance guarantee in accordance with N.J.S.A. 40:55D-53 as maybe amended.
5. Please note that the proposed ordinance does not include any enhancements recommended by NJ Futures, which enhancements are more environmentally friendly and being incorporated by other municipalities throughout the State. For guidance purposes, NJ Futures has provided an Enhanced Model Stormwater Ordinance which offers guidance on the following enhancements to achieve effective stormwater management:
- Reducing the threshold for “Major Development”. This may allow a municipality with dense and smaller developments implement effective stormwater management and its associated benefits of flood reduction and improved water quality.



- Providing a definition, stormwater management requirements, and maintenance for “Minor Development”. This may capture very small projects that collectively contribute an increase of stormwater runoff to a vulnerable area.
- Modifying the definition of “Regulated impervious surface” to include all impervious surface within the project area, instead of net increase of impervious surface, thereby capturing redevelopment projects. A more holistic enhancement that addresses all impervious, not just the net increase of impervious, may allow impaired waterways to benefit from stormwater management of not only new impervious, but those existing impervious surfaces that have been a contribution to the poor integrity of stream channels including biological, ecological, and recreational functions.
- Reducing the contributory drainage areas for green infrastructure best management practices (BMPs). Addressing contributory drainage areas leads to a distributed approach that enhances the reliability and effectiveness of a stormwater management design to function as intended and address all the goals of stormwater management planning.
- Modifying the Groundwater Recharge Standard to include an “onsite retention” requirement. Promoting volume management through infiltration aims to directly address flooding, stormwater runoff, and groundwater recharge.
- Modifying the Stormwater Runoff Quality Standard to include regulated impervious areas. Providing water quality treatment for all impervious areas, not just motor vehicular surfaces, will minimize non-point source pollution and those pollutants in stormwater runoff leading to waters of the State.

It is recommended that these enhancements be incorporated into the Stormwater Control Ordinance with this amendment to ensure that enhanced stormwater management measures are reviewed by Planning staff and Planning/Zoning Board of Adjustment Commissioners.

BVE recommends the following Ordinance enhancements as follows:

- a. §21-1.A (page 1 of 36) – Add the following paragraph as the first paragraph:
As municipalities throughout New Jersey are developed, impervious surfaces create increased amounts and rates of stormwater runoff during precipitation events. This runoff picks up large amounts of pollutants that collect on parking lots, roadways, rooftops, and other paved or hardened surfaces, and then flows through stormwater conveyances to our streams, rivers, and beaches. The increase runoff rate and volume also lead to erosion and flooding in and downstream of developed areas.



- b. §21-1.A (page 1 of 36) – Add the following paragraph as the last paragraph:
GI BMPs and LID practices not only address stormwater runoff but may also result in multiple benefits, including providing open space and beautifying neighborhoods, cooling and cleansing the air, reducing asthma and heat-related illnesses, and saving on heating and cooling energy costs.
- c. §21-1.B (page 1 of 36) – Update “major development” to read “major development” and “minor development”.
- d. §21-1.C.1, 1.a, 1.b. and 2. (pages 1&2 of 36) – Update “major” to read “major and minor”.
- e. §21-1.C.3. (page 2 of 36) – Insert the following as 3 and renumber the remainder of the section:
“This ordinance shall also be applicable to all major and minor developments as applicable under 21-1.C1 and C.2., whether public or private.
- f. §21-2 (page 5 of 36) – Add the definition of “Low impact development” as follows:
“Low impact development” means a development approach that uses practices to manage stormwater close to its source that results in or mimics that of natural hydrologic processes in order to preserve hydrologic and ecologic functions of receiving waters, such as preservation of natural landscape features, minimizing impervious surfaces, infiltration, evapotranspiration, or other use of stormwater.
- g. §21-2 (page 5 of 36) – Update the parameters that define a major development to be:
 - 1. The disturbance of ½ acre (21,780 square feet) of land since February 2, 2004;
 - 2. The creation of 5,000 square feet or more of "regulated impervious surface" since February 2, 2004;
 - 3. The creation of 5,000 square feet or more of “regulated motor vehicle surface” since March 2, 2021 or the effective date of this ordinance, whichever is earlier; or
 - 4. A combination of 2 and 3 above that totals an area of 5,000 square feet or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.
- h. §21-2 (page 5 of 36) – Add the definition of “Minor development” as follows:
“Minor Development” means an individual “development,” as well as multiple developments that individually or collectively result in 500 or more square feet of new impervious surface, or 2,500 square feet or more of disturbance, but do not meet the definition for “Major Development.”
- i. §21-2 (page 6 of 36) – Update No. 1 under “Regulated Impervious Surface” to read:
“All impervious surface within the project area limit of disturbance;”
- j. §21-2 (page 7 of 36) – Update “major” to read “major or minor”.



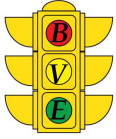
- k. §21-3.B (page 9 of 36) – Replace Paragraph B with B and C as follows:
- B. Stormwater management measures for minor development shall be designed to provide erosion control and stormwater runoff quantity control, as follows:
 - 1. The minimum standards for erosion control are those established under the Soil and Sediment control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 - 2. The minimum standards for stormwater runoff quantity shall be met by incorporating green infrastructure.
 - C. The standards in the ordinance codified in this section apply only to new major developments and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards in this ordinance that apply to minor development are intended to minimize the impact of stormwater runoff by retaining the first 1-inch or precipitation on impervious surfaces on site. The standards do not apply to new major development or minor development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or water quality management plan adopted in accordance with department rules.
- l. §21-4.O.2 (page 16 of 36) – Change the Maximum Contributory Drainage Areas to be 0.75 acres for dry wells, 1.5 acres for Manufactured Treatment Devices, additional inflow of two times the BMP area for pervious pavement systems, 1.5 acres for Small Scale Bioretention Systems, 1.5 acres for Small Scale Infiltration Basins, and 1.5 acres for Small Scale Sand Filters.
- m. §21-4.P.1 (page 17 of 36) – Add “for major developments” after “recharge”.
- n. §21-4.P.2 (page 17 of 36) – Add “ onsite retention,” after “stormwater runoff,”.
- o. §21-4.Q.1 (page 18 of 36) – Replace “an increase in one-quarter or more regulated motor vehicle surface” with the following:
 - a. Creation of 5,000 square feet or more of regulated motor vehicle surface, and/or
 - b. Creation of 5,000 square feet or more of regulated impervious surface.
- p. §21-4.Q.1 (page 18 of 36) – Replace “motor vehicle surface” with “regulated motor vehicle surfaces and regulated impervious surfaces”
- q. §21-4.R. (page 20 of 36) – Change heading to read “Onsite Retention and Stormwater Runoff Quantity Standards”
- r. §21-4.R. (page 21 of 36) – Insert the following as 2 and renumber the remainder of the section:
 - 2. The design engineer shall, using the assumptions and factors for stormwater runoff, onsite retention and groundwater recharge calculations at Section VI, meet the following criteria:



- a. Demonstrate through hydrologic and hydraulic analysis that the onsite retention volume is infiltrated or retained onsite using green infrastructure. Onsite retention volume for Major developments shall equal the rainfall on all impervious surfaces within the limit of disturbance during the projected 2-year storm event.
 - b. Where the onsite retention volume cannot be infiltrated, reused, or evapotranspired, the onsite retention volume shall be slow released at a rate of not more than 0.02 cfs per acre of drainage area to mimic receiving water groundwater discharge flow. The retention volume shall be released within 72 hours.
- s. §21-4.R. (page 21 of 36) – Insert the following as Subsection 5:
5. Regardless of the method used for compliance with Section 21-4.R. (Onsite Retention and Quantity), the stormwater design shall not cause; contribute to; or exacerbate flooding upstream or downstream of the site.
- t. §21-5. (page 21 of 36) – Insert the following as Section 21-5 and update all Section numbers and references after if affected:
- Section 5. Stormwater Management Requirements for Minor Development:
- A. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of Minor Developments as follows:
 - B. The design engineer shall, using the assumptions and factors for stormwater runoff, onsite retention and groundwater recharge calculations at Section VI, meet the following criteria:
 - a. For each square foot of increased impervious surface, three inches per square foot of stormwater shall be managed using green infrastructure practices or such other measures as may be required by the municipal engineer of which retention storm must be retained on site using green infrastructure.
 - C. The use of a BMP is subject to soil suitability and approval of the Borough Engineer. Soil testing shall be performed to confirm the permeability of the soils and the depth of the water table and seasonal high-water table.
 - D. The stormwater management feature shall be protected from future development by conservation easement, deed restriction, or other acceptable legal measures.
 - E. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a minor development in accordance with Section XI.
 - F. All such development shall be subject to review by the municipal engineer to determine that all stormwater runoff created by the development is adequately controlled, does not cause impacts on the adjoining property owners, and does not exacerbate flooding upstream or downstream of the site.




- G. A waiver from strict compliance with the requirement of Section V may be granted by the Municipal Engineer for those projects where an applicant has demonstrated the inability or impracticability of strict compliance with the stormwater management requirements in that section.
- u. §21-6 (page 25 of 36) – Add Section E as follows:
- E. Onsite Retention Volume:
1. Onsite retention volume for major development shall be calculated as the prescribed depth of precipitation over all impervious surfaces on the site, both existing and proposed.
 2. Onsite retention volume for minor development shall be calculated as the prescribed depth of precipitation over all proposed impervious surfaces on the site within the limit of disturbance.
 3. Onsite retention volume (ft³) = Precipitation Depth (in) x (1 ft/12 in) x Impervious Area (ft²)
- v. §21-9.C.1. (page 31 of 36) – Insert “if present” after “following” on the fifth line.
- w. §21-9.C.1. (page 31 of 36) – Add the following to the end of this section:
Incorporation of nonstructural strategies demonstrates adherence to a low impact development (LID) approach. The written description should include a list of the following nonstructural strategies (X.C.2.i-ix), with a clear yes/no indication of if the strategy was included in the plan and brief description:
- i. Protect areas that provide water quality benefits or areas particularly susceptible to erosion and sediment loss;
 - ii. Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces;
 - iii. Maximize the protection of natural drainage features and vegetation;
 - iv. Minimize the decrease in “time of concentration” from pre-construction to post-construction. “Time of concentration” is defined as the time it takes for runoff to travel from the hydraulically most distant point of the drainage area to the point of interest within a watershed;
 - v. Minimize land disturbance including clearing and grading;
 - vi. Minimize soil compaction;
 - vii. Provide low-maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers, and pesticides;
 - viii. Provide vegetated open-channel conveyance systems discharging into a through stable vegetated areas; and
 - ix. Provide other source controls to prevent or minimize the use or exposure of pollutants at the site in order to prevent or minimize the release of those pollutants into stormwater runoff. These source controls include but are not limited to:



1. Site design features that help to prevent accumulation of trash and debris in drainage systems;
 2. Site design features that help to prevent discharge of trash and debris in drainage systems;
 3. Site design features that help to prevent and/or contain spills or other harmful accumulations of pollutants at industrial or commercial development; and
 4. When establishing vegetation after land disturbance, applying fertilizer in accordance with the requirements established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules.
- x. §21-10.B.1. (page 33 of 36) – Update “major” to read “major or minor”.
- y. §21-10.C. (page 34 of 36) – Update “major development” to read “major development” or “minor development”.

Should you have any questions or require additional information please do not hesitate to contact me at (201) 704-6040.

Respectfully,
BRIGHT VIEW ENGINEERING



Richard Calbi Jr., PE, PP, CME
Director of Engineering

CC: Watchung Borough Engineer
RC/gr/as

https://bvengr.sharepoint.com/sites/bvengr/proj/241172-WPB-SCO_ConsistencyReview/7-Reports-Analysis/Watchung-StormCO-ConsistencyReview-8-20-24.docx

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

WHEREAS, Section 2-25.13 of the Code of the Borough of Watchung requires that contracts for purchases or services involving more than the authorized bid threshold be awarded by a resolution of the Mayor and Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Purchasing Agent be authorized to issue Purchase Orders as follows:

Vendor: Motorola Solutions, Inc., c/o Wireless C&E, Chester, NJ 07930
Item: FD-Apx 8000xe all band radios
Total Price: \$30,313.50
Charged to: 3-01-610-205 and 4-01-610-205

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 5, 2024
INDEX: PURCHASING
C: B. HANCE

BOROUGH OF WATCHUNG
 15 Mountain Boulevard
 Watchung, NJ 07069
 TEL (908)756-0080 FAX (908)757-7027

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	24-00941

SHIP TO	WATCHUNG MUNICIPAL BUILDING 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069-6399
	VENDOR #: MOTOR MOTOROLA SOLUTIONS, INC. c/o wireless C & E P.O. BOX 29 CHESTER, NJ 07930 USA Phone: (908)879-8556 Fax: (908)879-8323

ORDER DATE: 08/21/24
 REQUISITION NO:
 DELIVERY DATE:
 STATE CONTRACT: A74534
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	APX 8000XE All Band radios 68.26 % 31.74 % per quote dated 8/14/24 State Contract # 83909	3-01- -610-205 4-01- -610-205	30,313.5000	30,313.50
			TOTAL	30,313.50

DRAFT

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>_____ VENDOR SIGN HERE</p> <p>_____ OFFICIAL POSITION DATE</p> <p>_____ TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____ DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO: BOROUGH OF WATCHUNG 15 Mountain Boulevard Watchung, NJ 07069</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.</p> <p style="text-align: center;"><i>William J. Annce</i></p> <p>_____ CFO/QPA</p> <p>_____ COUNCIL APPROVAL CAN BE SEEN</p> <p>_____ ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG
RESOLUTION: R2**

WHEREAS, Mayor Ronald Jubin has recommended the appointment of the individual for the term as listed below.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Watchung, County of Somerset, State of New Jersey that the following appointment is hereby confirmed:

YOUTH SERVICES COMMISSION

TERM

Officer Michael Dolinski

Ending on December 31, 2024
Filling Unexpired Term

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 5, 2024
INDEX: APPOINTMENTS
C:

**BOROUGH OF WATCHUNG
RESOLUTION: R3**

WHEREAS, the Borough has received a Field and Facility Permit application and the Borough's Recreation Coordinator has reviewed the completed application as submitted and hereby recommends its approval; and

WHEREAS, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize the request to use Phillips Field.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Watchung, County of Somerset that the use of the Watchung Lake Gazebo is hereby authorized for the intended use as noted below:

1. Somerset County Library System of NJ, use of Phillips Field for a Drones 101 Program for Teens, from 4:00 PM to 6:00 PM, on Thursday, October 10, 2024.

Christine B. Ead, Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: SEPTEMBER 5, 2024
INDEX: RECREATION
C: DG, PD



FIELD AND FACILITY PERMIT APPLICATION

GOVERNMENT BODY APPROVAL REQUIRED - PLEASE SUBMIT ONE MONTH BEFORE EVENT

Applicant Name: Lauren Reilly

Address: 1 Vogt Drive Bridgewater NJ 08807

Phone: [Redacted] Email: [Redacted]

Name of Organization, Team, Club, etc. Somerset County Library System of NJ

Profit Entity Non-Profit Entity

FACILITY USE

FEES

***Pavilion Rental at Mobus Field**

- Resident \$50.00 Per Event
- Non-Resident / Commercial \$100.00 Per Event

* Port-A-John Rental \$150.00 (Includes Delivery)

- * Mobus Field Phillips Field Best Lake Watchung Lake
- Sport and Organized Programs \$15.00 Per Person/Week
- Events - Resident \$50.00 Per Event
- Events - Non-Resident \$150.00 Per Event

***Gazebo at Watchung Lake**

- Resident \$50.00 Per Event
- Non-Resident \$100.00 Per Event

***Seniors Room**

- Residents/Non-Profit No Charge
- Profit Organizations \$25.00 Per Hour / \$100.00 Minimum

* Police Security \$107/hour per Officer

All Watchung Based Non-Profit Sports Programs, Government or School Based Events and Non-Profit Fund-Raising Events: Free of Charge **except** as required by the Borough Administrator to cover out-of-pocket costs for any applicable expenses. All fees include removal of bagged garbage and access to electricity, if needed.

Location Requested and Detailed Description of Event: Library program for Teens : Drones 101 presented by iCode Bridgewater Attendees will learn how to code and fly drones

Dates: 10/10/24 Start Time: 4pm End Time: 6pm

Rain Date: — Start Time: — End Time: —



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER New Jersey Risk Managers & Consultants 750 US Highway 202, Suite 210 Bridgewater, NJ 08807	CONTACT NAME: Cindy Villagran PHONE (A/C. No. Ext): [REDACTED] FAX (A/C. No): [REDACTED] E-MAIL ADDRESS: [REDACTED]
INSURER(S) AFFORDING COVERAGE	
INSURER A: Somerset County Joint Insurance Fund	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SCJIF2024	1/1/2024	12/31/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Use of facilities by the Somerset County Library Commission to hold a library program at Phillips Field on October 10, 2024 from 4:00 PM - 6:00 PM.
 Borough of Watchung included as Additional Insured if such status is required via written contract or agreement, but only with respect to liability caused in whole or in part by the acts or omissions of the Named Insured.

CERTIFICATE HOLDER Borough of Watchung 15 Mountain Boulevard Watchung, NJ 07069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: center;"><i>Cindy Villagran</i></p>
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**BOROUGH OF WATCHUNG
RESOLUTION: R4**

WHEREAS, Levin Properties, L.P. (“Levin”), is the owner of the property identified as Block 64.04, Lots 2.03 and 2.04, as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, with an address of 1701 U.S. Highway 22, also known as the Blue Star Shopping Center (the “Property”); and

WHEREAS, there exists a private sanitary sewer line traversing the Property, under U.S. Route 22, and proceeding parallel along U.S. Route 22 until it reaches its terminus point at Terrill Road; and

WHEREAS, this private sanitary sewer line services the tenants located on the Property, along with off-site properties; and

WHEREAS, in 1959 the Borough and Levin entered into an Agreement with regard to the installation of this private sanitary sewer line, which Agreement authorized the construction and connection of the sewer line into the existing main sewer line located at Terrill Road (the “1959 Agreement”); and

WHEREAS, the construction of the private sewer line was authorized by Ordinance authorizing the construction of the collector sewer system on the Property, adopted by the Borough on July 23, 1959; and

WHEREAS, the sanitary sewer system was to flow into and be treated by the Joint Meeting of the City of Plainfield sewer treatment facility, which is currently known and operated as the Plainfield Area Regional Sewerage Authority (“PARSA”); and

WHEREAS, in 2013 the Borough and Levin entered into a subsequent Agreement concerning the private sanitary sewer line on the Property, which Agreement allowed the Borough to connect additional residential properties along Johnston Drive into the private sewer line on the Property, and providing for the Borough to take over the sewer billings for certain off-site properties being serviced by the private sewer line (the “2013 Agreement”); and

WHEREAS, the 2013 Agreement further set forth the terms of Levin’s grant of a twenty five (25’) foot sanitary sewer easement to the Borough, for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of an eight (8”) inch gravity sanitary sewer line on the Property, including the limitation of same to serve a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry; and

WHEREAS, Levin granted a Sanitary Sewer Easement to the Borough, dated June 10, 2014, and recorded with the Somerset County Clerk’s office on June 18, 2014, in Book 6723, Pages 455-468, Instrument No.: 2014021605 (the “Sanitary Sewer Easement”); and

WHEREAS, the terms of the 2013 Agreement and Sanitary Sewer Easement provided for the Borough to assume responsibility for the sanitary sewer main line traversing the Property, and to integrate such line into the Borough’s sanitary sewer system; and

WHEREAS, in connection with the Borough’s compliance with its third round affordable housing obligation, as included in the matter captioned In the Matter of the Borough

**BOROUGH OF WATCHUNG
RESOLUTION: R4**

of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, Bonnie Burn Redevelopers Urban Renewal, LLC (“Redeveloper”) is the contract purchaser and designated redeveloper of the property identified as Block 7403, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02, known as 291 Bonnie Burn Road (the “Redevelopment Property”), for the inclusionary development consisting of 230 rental units, of which 184 will be market-rate units and 46 will be affordable housing units (the “Project”); and

WHEREAS, the Redevelopment Property is included in the identified properties proposed for connection to the private sewer line in the Sanitary Sewer Easement; however, the number of connections for the Project exceed the maximum permitted therein; and

WHEREAS, the Project seeks to utilize Levin’s private sewer line to be serviced by PARSA by way of its meter chamber at the intersection of Terrill Road and U.S. Highway Route 22 (“Terrill Road Meter Chamber”); and

WHEREAS, the Redeveloper has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project, but requires an amendment to the Sanitary Sewer Easement to allow the additional flow through Levin’s private sewer line on the Property; and

WHEREAS, Levin is willing to accept the additional sanitary sewer flow through the private sewer line on the Property for the Project, including entering into an amendment to the Sanitary Sewer Easement, subject to the Borough assuming ownership and maintenance of the sanitary sewer lines, as well as assuming responsibility for the sewer billing for all off-site properties utilizing these sewer lines; and

WHEREAS, the Borough and Levin negotiated an agreement to allow for Redeveloper’s use of the sanitary sewer lines on the Levin Property to allow for the proposed connection for the Project, along with the Borough’s taking ownership of same, which agreement is attached hereto; and

WHEREAS, simultaneously upon entering into the Agreement with Levin, the Borough shall enter into a separate agreement with Redeveloper that will provide for the Redeveloper’s contributions towards the required cleaning and maintenance of the sanitary sewer lines located on the Levin Property; and

WHEREAS, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Sanitary Sewer Agreement with Levin memorializing the agreed upon terms and conditions for the Borough’s acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough hereby authorizes the Borough to enter into and execute the Sanitary Sewer Agreement with Levin, in the substantial form attached hereto, memorializing the agreed upon terms and conditions for the Borough’s acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

**BOROUGH OF WATCHUNG
RESOLUTION: R4**

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign the Sanitary Sewer Agreement with Levin, in the substantial form attached hereto, on behalf of the Borough.

BE IT FURTHER RESOLVED that the appropriate Borough officials and professionals are authorized to take all required actions to effectuate the authorizations in this Resolution and comply with the terms of the Sanitary Sewer Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Christine Ead, Council President

Ronald Jubin, Mayor

ADOPTED: SEPTEMBER 5, 2024
INDEX: SEWERS-SANITARY
C: FINANCE, ENG.,

DRAFT

SANITARY SEWER AGREEMENT

THIS SANITARY SEWER AGREEMENT (“Agreement”) is made this ___ day of September, 2024, by **LEVIN PROPERTIES, L.P.**, a limited partnership of the State of New Jersey, with a principal place of business located at 975 Route 22 West, North Plainfield, New Jersey 07060, and a mailing address of P.O. Box 326, Plainfield, New Jersey 07061 (“Levin”); and **THE BOROUGH OF WATCHUNG**, a municipal corporation of the State of New Jersey, having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069 (“Borough” or “Watchung”). Levin and the Borough are sometimes hereinafter referred to individually as a “Party,” and collectively as the “Parties”;

WHEREAS, Levin is the owner of the property identified as Block 64.04, Lots 2.03 and 2.04, as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, with an address of 1701 U.S. Highway 22, also known as the Blue Star Shopping Center (the “Property”); and

WHEREAS, there exists a private sanitary sewer line traversing the Property, under U.S. Route 22, and proceeding parallel along U.S. Route 22 until it reaches its terminus point at Terrill Road; and

WHEREAS, this private sanitary sewer line services the tenants located on the Property, along with off-site properties; and

WHEREAS, in 1959 the Borough and Levin entered into an Agreement with regard to the installation of this private sanitary sewer line, which Agreement authorized the construction and connection of the sewer line into the existing main sewer line located at Terrill Road (the “1959 Agreement”); and

WHEREAS, the construction of the private sewer line was authorized by Ordinance authorizing the construction of the collector sewer system on the Property, adopted by the Borough on July 23, 1959; and

WHEREAS, the sanitary sewer system was to flow into and be treated by the Joint Meeting of the City of Plainfield sewer treatment facility, which is currently known and operated as the Plainfield Area Regional Sewerage Authority (“PARSA”); and

WHEREAS, in 2013 the Borough and Levin entered into a subsequent Agreement concerning the private sanitary sewer line on the Property, which Agreement allowed the Borough to connect additional residential properties along Johnston Drive into the private sewer line on the Property, and providing for the Borough to take over the sewer billings for certain off-site properties being serviced by the private sewer line (the “2013 Agreement”); and

WHEREAS, the 2013 Agreement further set forth the terms of Levin’s grant of a twenty five (25’) foot sanitary sewer easement to the Borough, for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of an eight (8”) inch gravity sanitary sewer line on the Property, including the limitation of same to serve a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry; and

WHEREAS, Levin granted a Sanitary Sewer Easement to the Borough, dated June 10, 2014, and recorded with the Somerset County Clerk’s office on June 18, 2014, in Book 6723, Pages 455-468, Instrument No.: 2014021605 (the “Sanitary Sewer Easement”); and

WHEREAS, the terms of the 2013 Agreement and Sanitary Sewer Easement provided for the Borough to assume responsibility for the sanitary sewer main line traversing the Property, and to integrate such line into the Borough’s sanitary sewer system; and

WHEREAS, in connection with the Borough’s compliance with its third round affordable housing obligation, as included in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, Bonnie Burn Redevelopers Urban Renewal, LLC (“Redeveloper”) is the contract purchaser and designated redeveloper of the property identified as Block 7403, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02, known as 291 Bonnie Burn Road (the “Redevelopment Property”), for the inclusionary development consisting of 230 rental units, of which 184 will be market-rate units and 46 will be affordable housing units (the “Project”); and

WHEREAS, the Redevelopment Property is included in the identified properties proposed for connection to the private sewer line in the Sanitary Sewer Easement; however, the number of connections for the Project exceed the maximum permitted therein; and

WHEREAS, the Project seeks to utilize Levin’s private sewer line to be serviced by PARSA by way of its meter chamber at the intersection of Terrill Road and U.S. Highway Route 22 (“Terrill Road Meter Chamber”); and

WHEREAS, the Redeveloper has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project, but requires an amendment to the Sanitary Sewer Easement to allow the additional flow through Levin's private sewer line on the Property; and

WHEREAS, Levin is willing to accept the additional sanitary sewer flow through the private sewer line on the Property for the Project, including entering into an amendment to the Sanitary Sewer Easement, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borough and Levin, the Parties hereby agree as follows:

1. Recitals. The recitals set forth hereinabove constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein.

2. Sanitary Sewer Line Traversing the Levin Property. The Parties hereby acknowledge and confirm that the existing sanitary sewer line located on the Property, beginning at the Property line along U.S. Route 22 and terminating at the sewer line in Terrill Road, as identified in the attached **Exhibit A**, which is made a part hereof, shall be hereinafter owned by the Borough. Levin hereby transfers any ownership interest in the sanitary sewer lines to the Borough. The Borough's responsibility with regard to the ownership and maintenance of the sanitary sewer line is limited to the main sanitary sewer line and does not include any responsibility for the laterals or individual connections from the existing or future tenants, occupants or other structures on the Property; which responsibility solely remains with Levin, its successors and/or assigns.

The Borough's taking ownership of the sanitary sewer line is contingent upon the satisfactory repairs to certain portions of the line as identified in a separate agreement between the Borough and the Redeveloper. Levin hereby agrees to allow representatives and contractors of the Borough and/or the Redeveloper to enter upon the Property to perform and complete such repairs, which shall not be unreasonably disruptive to Levin or its tenants or damage the Levin Property provided that (a) all such facilities shall be constructed and installed under the Easement, (b) all such facilities shall be kept in good repair and operating condition, (c) any plants, shrubs, trees and other growth located on the Easement shall either not be disturbed by such construction and

installation or, if disturbed, shall promptly be replaced in like kind within sixty (60) days, (d) any structures located on or near the Easement shall not be disturbed by such construction and installation or, and (e) the Easement shall in all other respects be restored to the condition existing immediately prior to such construction and installation.

3. Amendment to the Sanitary Sewer Easement to the Borough. Levin shall grant unto the Borough an Amendment to the Sanitary Sewer Easement, in the substantial form attached hereto as **Exhibit B**, and made a part hereof. The Amendment to the Sanitary Sewer Easement shall continue the grant of (a) the twenty-five (25') foot wide, non-exclusive sanitary sewer easement for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of the existing eight (8") inch gravity sanitary sewer line (which may sewer line may be increased in size as determined by the Borough), along with the necessary appurtenances, through, over, upon, in across and under the Property; (b) the ten (10') foot wide temporary construction easement adjacent to the aforementioned sanitary sewer easement for temporary periods only during the construction, maintenance, repair, reconstruction and replacement of the sanitary sewer line and appurtenances thereto; and (c) the right to cross over Levin's Property in order to gain access to the aforementioned easements and sanitary sewer line following reasonable notice to Levin. The Parties acknowledge that changing circumstances and ground conditions may require relocation of the easement prior to or during any work performed to the sanitary sewer line. The Amendment shall allow for an increase in the maximum number of residential units to be serviced by the sanitary sewer line from the forty (40) single family homes to include the Project.

4. Off-Site Sanitary Sewer Line and Customers. Effective January 1, 2025, having taking ownership of the sewer line on the Property, the Borough will become responsible for the billing the properties for sanitary sewer fees being serviced by this sanitary sewer line, which properties are identified in **Exhibit C**, attached hereto and made a part hereof.

5. Sanitary Sewer Rates to Levin. The sanitary sewer rates charged by the Borough to Levin shall be as follows:

The Borough will bill for sanitary sewer fees in accordance with the Borough Sewer Ordinance the properties identified in Exhibit A. Commencing with the PARSA bill to Watchung for the 2013 Watchung flows, the method for computing the Levin annual sewer bill, and the resultant charge, shall be substantially in accordance with the analysis entitled METHOD FOR COMPUTING BLUE STAR ANNUAL

SEWER BILL consisting of four (4) pages annexed hereto as Exhibit B. The bill for 2013 flows shall be adjusted as necessary to reflect the Borough's billing of the properties identified on Exhibit A as of July 1, 2013.

6. Remaining Sewer Capacity. The Parties acknowledge and agree that at the time of the execution of this Agreement there exists additional capacity of the sanitary sewer lines on the Property, after deducting the existing sewer flow, along with the addition of the sewer flow from the Project. The Parties further acknowledge and agree that the remaining capacity of the sanitary sewer lines on the Property shall be apportioned between the Parties pursuant to the following percentages: thirty-five (35%) percent to the Borough; and sixty-five (65%) percent to Levin, the calculations for same is set forth in the attached **Exhibit D**. The Parties specifically acknowledge that "capacity" referred to in this Section 6 refers to the capacity of the sanitary sewer line on the Property as calculated pursuant to applicable New Jersey Department of Environmental Protection Regulations; and not the sanitary sewer capacity of the treating facility (PARSA) or otherwise assigned to the Property.

7. Operational Contracts and Related Documents. Within ten (10) days of the execution of this Agreement, Levin will provide the Borough with copies of all existing contracts and related documents pertaining to the operation and maintenance of the sewer line, including, without limitation, contracts or related documents with suppliers, vendors, employees, or other service organizations.

8. Benefit. All the terms, covenants and conditions herein contained shall be for, and shall inure to the benefit of, and shall bind, the respective parties hereto and their legal representatives, successors and permitted assigns, respectively.

9. Parties. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, County of Somerset.

11. Assignment. This Agreement may not be assigned by either Party without the other Party's consent which consent may not be unreasonably withheld.

12. Mutual Cooperation. The Parties agree to use their reasonable best efforts to take all actions necessary to consummate the promises, covenants and agreements contemplated in this Agreement.

13. Amendments to Agreement. This Agreement contains the entire understanding of the Parties. This Agreement may only be amended or modified in writing, signed on behalf of both Parties.

14. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

15. Severability. If any provision, agreement or covenant set forth in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall, to the fullest extent permitted by applicable law, rule or regulation, not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

16. Authority to Enter into Agreement. The Parties hereby represent to the other that each has taken the necessary action to approve this Agreement and authorized its signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

ATTEST:

BOROUGH OF WATCHUNG

Edith G. Gil, Borough Clerk

By: _____
Ronald Jubin, Ph.D., Mayor

ATTEST:

LEVIN PROPERTIES, L.P.

Name:
Title:

By: _____
Name:
Title:

EXHIBIT A



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

~~EXHIBIT B~~

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**DESCRIPTION OF PROPERTY
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY**

**SANITARY SEWER EASEMENT
PART OF LOTS 2.03 & 2.04
BLOCK 64.04
PROJECT NO. WAT-191
AUGUST 1, 2012
REVISED: APRIL 3, 2014**

All that certain lot, tract or parcel of land situate, lying and being in the Borough of Watchung, in the County of Somerset and the State of New Jersey, and being all of a 25.00 foot wide Sanitary Sewer Easement dedicated to the Borough of Watchung, the same being a part of Lots 2.03 and 2.04, Block 64.04, as shown on a map entitled "Borough of Watchung, Sanitary Sewer Easement, for Lots 2.03 & 2.04, in Block 64.04, Borough of Watchung, Somerset County, New Jersey", dated July 31, 2012 and revised through to April 3, 2014, the same also being a part of Lot 14, Block 64.03, as shown on Sheet Number 17 of the Official Tax Map of the Borough of Watchung, and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the southeasterly line of Lot 14, Block 64.03, being the point of intersection of the northeasterly line of Lot 13.02, Block 64.03, said lots as shown on the aforesaid Official Tax Map of the Borough of Watchung, and running, thence –

1. N 36°40'20" E, 27.78 feet along the aforesaid southeasterly line of Lot 14, Block 64.03, to a point in the same, thence –
2. S 27°27'40" E, 12.08 feet running through the aforesaid Lot 2.04, Block 64.04, to an angle point in the same, thence –
3. S 27°38'55" E, 45.41 feet still running through the aforesaid Lot 2.04, Block 64.04, to an angle point in the same, thence –
4. S 26°06'56" W, 310.72 feet still running through the same, and beyond, running through the aforesaid Lot 2.03, Block 64.04, to an angle point in the same, thence –
5. S 24°25'01" W, 162.35 feet still running through the aforesaid Lot 2.03, Block 64.04, to an angle point in the same, said point also being in the northeasterly line of an existing 20.00 foot wide Sanitary Sewer Easement as shown on a map entitled, "Sanitary Sewer As-built Plan prepared for Lots 13.01 & 13.03, Block 64.03, running through Lots 2.01, & 2.03, Block 64.04, Borough of Watchung, Somerset County, New Jersey" dated March 18, 1998 and revised through to March 24, 1998, prepared by Control Point Associates, Inc., Gregory S. Gallas, P.L.S., thence –

Customer Loyalty through Client Satisfaction



DESCRIPTION OF PROPERTY
BOROUGH OF WATCHUNG
SOMERSET COUNTY, NEW JERSEY

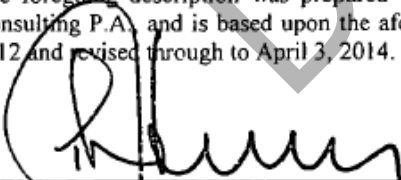
SANITARY SEWER EASEMENT
PART OF LOTS 2.03 & 2.04
BLOCK 64.04
PROJECT NO. WAT-191
AUGUST 1, 2012
REVISED: APRIL 3, 2014
PAGE 2

6. N 38°35'30" W, 7.85 feet still running through the same and along the aforesaid northeasterly line of an existing 20.00 foot wide Sanitary Sewer Easement, to an angle point in the same, thence –
7. N 31°12'46" W, 21.81 feet still running through the same and along the same, to an angle point in the same, thence –
8. N 24°25'01" E, 146.85 feet still running through the same, to an angle point in the same, thence –
9. N 26°06'56" E, 298.42 feet still running through the same, to a point in the aforesaid northeasterly line of Lot 13.02, Block 64.03, thence –
10. N 27°38'55" W, 32.78 feet along the aforesaid northeasterly line of Lot 13.02, Block 64.03, to the Point and Place of **BEGINNING**.

CONTAINING: 12,618.6 square feet of land more or less/or 0.290 acres of land more or less.

The bearings cited hereon as contained in Deed Book 2168 Page 752 & c and are based on a map entitled, "Boundary Survey, Blue Star Shopping Center, Lots 2.01, 2.02, 2.03, 2.04 & 2.05, Block 64.04, Borough of Watchung, Somerset County, New Jersey" dated October 9, 1995 and revised through to June 26, 1999, prepared by Control Point Associates, Inc., Gregory S. Gallas, P.L.S.

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based upon the aforesaid Sanitary Sewer Easement Plan dated July 31, 2012 and revised through to April 3, 2014.



THOMAS J. HERITS, P.E. & P.L.S.
New Jersey Professional Engineer & Land Surveyor License No. 23762



DATE

\\njfas\general\projects\wat\wat-191\descriptions\2014\use lot 2.03-2.04 block 64.04 r1.docx

EXHIBIT B

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EXHIBIT C

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EXHIBIT D

Point of Analysis 2 (Limiting section of sewer with low slope in center of Levin Site)

Calculated Total Existing Flow	-	66,045 GPD (Peak x 2 = 132,090 GPD)
Capacity of Sewer Flowing Half Full	-	202,505 GPD
Availability Capacity ((Capacity – Ex. Peak)/2)	=	35,207 GPD

Point of Analysis 3 (Leaving Levin Site)

Calculated Total Existing Flow	-	132,616 GPD (Peak x 2 = 265,232 GPD)
Capacity of Sewer Flowing Half Full	-	464,500 GPD
Availability Capacity ((Capacity – Ex. Peak)/2)	=	99,634 GPD

Utilizing Point of Analysis 3 (Leaving Levin Site):

Total Available Capacity	-	99,634 GPD
Levin to retain approximately	-	64,000 GPD (65%)
Borough to retain approximately	-	35,000 GPD (35%)

Please see the site plan showing the Easement Area attached hereto as Exhibit D(1)

**BOROUGH OF WATCHUNG
RESOLUTION: R5**

WHEREAS, Bonnie Burn Redevelopers Urban Renewal, LLC (“Redeveloper”), is the contract purchaser and designated redeveloper of the property known as 291 Bonnie Burn Road, Watchung, New Jersey, and identified as Block 7403 Lots 5 and 10 and Block 7402 Lots 19.01 and 19.02 on the tax map of the Borough of Watchung (collectively referred to as “the Property”); and

WHEREAS, the Property has been designated as a site for affordable housing pursuant to a settlement agreement that the Borough entered into with Fair Share Housing Center, Inc. in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, to confirm Watchung’s compliance with its affordable housing obligations, which designated the Property as the Borough’s primary affordable housing compliance mechanism; and

WHEREAS, on October 4, 2018, pursuant to Resolution No. R11:10/04/18, the Council designated the Property as an Area in Need of Non-Condensation Redevelopment (the “Redevelopment Area”); and

WHEREAS, on December 6, 2018 via Ordinance No. OR:18/20 the Council adopted a redevelopment plan (the “Redevelopment Plan”), as thereafter amended, providing for the redevelopment of the Redevelopment Area with an inclusionary development consisting of 230 total rental units, of which 184 will be market-rate units and 46 will be affordable housing units (“Project”); and

WHEREAS, on October 28, 2021 the Borough of Watchung Planning Board (“Planning Board”) adopted a resolution that granted Redeveloper’s application for preliminary site plan approval for the Project and on January 18, 2022 the Planning Board adopted a resolution that granted Redeveloper’s application for final site plan approval, authorizing the development of the Project as an inclusionary housing project on the Property; and

WHEREAS, in connection with the site plan application to the Planning Board, the Redeveloper submitted engineering plans to obtain sewer service for the Project from the Plainfield Area Regional Sewer Authority (“PARSA”) by way of PARSA’s meter chamber at the intersection of Terril Road and U.S. Highway Route 22 (“Terrill Road Meter Chamber”); and

WHEREAS, Condition 42 of the Planning Board’s October 28, 2021 resolution for the Project requires Redeveloper to obtain sewer service from PARSA to secure sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, Redeveloper has diligently made various efforts towards obtaining all necessary approvals to construct the Project; and has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, the Borough of Watchung is also a party to a Sanitary Sewer Easement, dated June 10, 2014 and recorded on June 18, 2014 as Instrument No. 2014021605 in OPR 6723 P 455-468, and the related agreement entered into between the Borough and Levin Properties, L.P. in or about 2013 (collectively “Sanitary Sewer Easement”) between the Borough and Levin Properties, L.P. (“Levin”), which Sanitary Sewer Easement authorized the Borough to construct an eight (8) inch gravity sanitary sewer line and necessary appurtenances and connect to sanitary sewer lines that Levin constructed and maintains on its property located at 1701 U.S. Highway Route 22,

BOROUGH OF WATCHUNG
RESOLUTION: R5

Watchung, New Jersey 07069, and identified as Block 64.04 Lots 2.03 and 2.04 on the tax maps of the Borough of Watchung, and known as the Blue Star Shopping Center (“Levin Property”); and

WHEREAS, the Sanitary Sewer Easement also included a limitation on the number of sewer connections served by the sanitary sewer line on the Levin Property to a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry, which properties were specifically identified in the Sanitary Sewer Easement; and

WHEREAS, on November 9, 2021 Redeveloper submitted to the Borough Engineer a Treatment Works Approval Permit Application (“TWA Application”) to obtain sewer service for the Project and requested that the Borough execute and authorize the TWA Application so that Redeveloper could submit same to PARSA and the New Jersey Department of Environmental Protection; and

WHEREAS, in order to obtain sanitary sewer service for the Project from PARSA and connect to the Terrill Road Meter Chamber, Redeveloper is required to connect to sewer lines on Johnston Drive that connect to the sewer lines located on the Levin Property; and

WHEREAS, in order to obtain sanitary sewer service for the Project, the Borough is required to amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, the Borough and Redeveloper negotiated an agreement to provide for the Redeveloper’s contribution towards the acquisition and maintenance of the sanitary sewer lines on the Levin Property to allow for the proposed connection for the Project, which agreement is attached hereto; and

WHEREAS, simultaneously upon entering into the Agreement with Redeveloper, the Borough shall enter into a separate agreement with Levin (“Levin Agreement”) that will provide for Levin to dedicate or otherwise transfer ownership of the sanitary sewer lines located on the Levin Property to the Borough and amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Sewer Connection Agreement with Redeveloper memorializing the agreed upon terms and conditions for the Borough’s acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Watchung, County of Somerset, State of New Jersey, that the Borough hereby authorizes the Borough to enter into and execute the Sewer Connection Agreement with Redeveloper, in the substantial form attached hereto, memorializing the agreed upon terms and conditions for the Borough’s acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

**BOROUGH OF WATCHUNG
RESOLUTION: R5**

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign the Sewer Connection Agreement with Redeveloper, in the substantial form attached hereto, on behalf of the Borough.

BE IT FURTHER RESOLVED that the appropriate Borough officials and professionals are authorized to take all required actions to effectuate the authorizations in this Resolution and comply with the terms of the Sewer Connection Agreement.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Christine Ead, Council President

Ronald Jubin, Mayor

ADOPTED: SEPTEMBER 5, 2024
INDEX: SEWERS-SANITARY
C: ENG, FINANCE,

DRAFT

SEWER CONNECTION AGREEMENT

THIS SEWER CONNECTION AGREEMENT (this “Agreement”) is entered this ____ day of _____, 2024 by and between the **BOROUGH OF WATCHUNG** (the “Borough” or “Watchung”), a municipal corporation and body politic of the State of New Jersey, having its principal office at 15 Mountain Boulevard, Watchung, New Jersey 07069, and **BONNIE BURN REDEVELOPERS URBAN RENEWAL, LLC** (“Redeveloper”), a New Jersey limited liability company established, operated and authorized to do business within the State of New Jersey, having a business office located at c/o Sterling Properties, 50 East Mount Pleasant Avenue, Livingston, New Jersey 07039 (hereinafter collectively referred to as the “Parties”, with each a “Party”).

RECITALS

WHEREAS, Redeveloper is the contract purchaser and designated redeveloper of the property known as 291 Bonnie Burn Road, Watchung, New Jersey, and identified as Block 7403 Lots 5 and 10 and Block 7402 Lots 19.01 and 19.02 on the tax map of the Borough of Watchung (collectively referred to as “the Property”); and

WHEREAS, the Property has been designated as a site for affordable housing pursuant to a settlement agreement that the Borough entered into with Fair Share Housing Center, Inc. in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, to confirm Watchung’s compliance with its affordable housing obligations, which designated the Property as the Borough’s primary affordable housing compliance mechanism; and

WHEREAS, on October 4, 2018, pursuant to Resolution No. R11:10/04/18, the Council designated the Property as an Area in Need of Non-Condensation Redevelopment (the “Redevelopment Area”); and

WHEREAS, on December 6, 2018 via Ordinance No. OR:18/20 the Council adopted a redevelopment plan (the “Redevelopment Plan”), as thereafter amended, providing for the redevelopment of the Redevelopment Area with an inclusionary development consisting of 230 total rental units, of which 184 will be market-rate units and 46 will be affordable housing units (“Project”); and

WHEREAS, on October 28, 2021 the Borough of Watchung Planning Board (“Planning Board”) adopted a resolution that granted Redeveloper’s application for preliminary site plan approval for the Project and on January 18, 2022 the Planning Board adopted a resolution that granted Redeveloper’s application for final site plan approval, and as amended by resolution adopted by the Planning Board on January 31, 2024, authorizing the development of the Project as an inclusionary housing project on the Property; and

WHEREAS, in connection with the site plan application to the Planning Board, the Redeveloper submitted engineering plans to obtain sewer service for the Project from the Plainfield Area Regional Sewer Authority (“PARSA”) by way of PARSA’s meter chamber at the intersection of Terril Road and U.S. Highway Route 22 (“Terrill Road Meter Chamber”); and

WHEREAS, Condition 42 of the Planning Board’s October 28, 2021 resolution for the Project requires Redeveloper to obtain sewer service from PARSA to secure sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, Redeveloper has diligently made various efforts towards obtaining all necessary approvals to construct the Project; and

WHEREAS, Redeveloper has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project; and

WHEREAS, Chapter 18 of the Borough Ordinances provides that that the Borough controls and manages “all main, lateral and intercepting sanitary sewers, storm sewers, underground drains, systems of sewers and drains, sewer and drain outlets, filtration beds, sewage disposal works, sewage receptacles, pumping stations or any or all such improvements and such other erections, works, establishments and fixtures as may be required to provide proper sewerage and drainage within the Borough, and owned or controlled by it”; and

WHEREAS, the Borough is also a party to a Sanitary Sewer Easement, dated June 10, 2014 and recorded on June 18, 2014 as Instrument No. 2014021605 in OPR 6723 P 455-468, and the related agreement entered into between the Borough and Levin Properties, L.P. in or about 2013 (collectively “Sanitary Sewer Easement”) between the Borough and Levin Properties, L.P. (“Levin”), which Sanitary Sewer Easement authorized the Borough to construct an eight (8) inch gravity sanitary sewer line and necessary appurtenances and connect to sanitary sewer lines that Levin constructed and maintains on its property located at 1701 U.S. Highway Route 22, Watchung, New Jersey 07069, and identified as Block 64.04 Lots 2.03 and 2.04 on the tax maps of the Borough of Watchung, and known as the Blue Star Shopping Center (“Levin Property”); and

WHEREAS, the Sanitary Sewer Easement also included a limitation on the number of sewer connections served by the sanitary sewer line on the Levin Property to a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry, which properties were specifically identified in the Sanitary Sewer Easement; and

WHEREAS, on November 9, 2021 Redeveloper submitted to the Borough Engineer a Treatment Works Approval Permit Application (“TWA Application”) to obtain sewer service for the Project and requested that the Borough execute and authorize the TWA Application so that Redeveloper could submit same to PARSA and the New Jersey Department of Environmental Protection; and

WHEREAS, in order to obtain sanitary sewer service for the Project from PARSA and connect to the Terrill Road Meter Chamber, Redeveloper is required to connect to sewer lines on Johnston Drive that connect to the sewer lines located on the Levin Property; and

WHEREAS, in order to obtain sanitary sewer service for the Project, the Borough is required to amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, simultaneously upon entering into this Agreement, the Borough shall enter into a separate agreement with Levin (“Levin Agreement”) that will provide for Levin to dedicate or otherwise transfer ownership of the sanitary sewer lines located on the Levin Property to the Borough and amend the Sanitary Sewer Easement to allow for sewer service for the Project to flow through the sanitary sewer lines on the Levin Property; and

WHEREAS, the Borough and Redeveloper desire to enter into this Agreement to allow for Redeveloper to obtain sanitary sewer service for the Project.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

1. Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein.
2. Survey/Cleaning of Sanitary Sewer Lines. Redeveloper performed a video camera survey of the sanitary sewer lines located on the Levin Property for purposes of documenting the condition of the sanitary sewer lines located on the Levin Property and provided copies of the report, dated July 25, 2022, with the results of the survey to the Borough Attorney with a copy to the attorney for Levin. In consideration of the Borough entering into this Agreement to provide sanitary sewer service for the Project, at least thirty (30) days prior to commencement of construction of the Project, Redeveloper shall conduct an industrial cleaning of the sanitary sewer manholes and pipes that the Borough will acquire on the Levin Property. Such cleaning shall be conducted to the satisfaction of the Borough Engineer, and may require grease removal/cutting where determined to be necessary. After completion of the cleaning, Redeveloper shall conduct a video camera survey of the sanitary sewer lines located on the Levin Property for purposes of documenting the condition of the sanitary sewer lines and shall furnish a report documenting same to the Borough Attorney.
3. Lining of Cast Iron Sewer Main. Upon review and recommendation by the Borough Engineer, Redeveloper agrees to provide a financial contribution in the amount of forty-six thousand one hundred fifty-three (\$46,153.00) dollars towards the work to line certain unlined cast iron sewer main on the Levin Property, as identified in the section entitled “Lining of Unlined Cast Iron Sewer Main” in the Borough Engineer’s itemization of repair and maintenance costs for this Agreement that is attached hereto as Exhibit A.
4. Future Maintenance of Sanitary Sewer Line. In connection with the future repair and maintenance obligations being assumed by the Borough in its separate agreement with Levin in exchange for Levin’s agreement to amend the Sanitary Sewer Easement to allow for the sanitary

sewer flow for the Project, Redeveloper shall make a payment of one hundred ninety-seven thousand five hundred (\$197,500.00) dollars to the Borough to contribute to the work identified in the section entitled “Future Maintenance Sanitary Sewer Main - 25 Year Period” in Exhibit A.

5. Execution of TWA Application. Within five (5) business days of the adoption of a resolution that authorizes the execution of this Agreement by the Borough, the Borough shall cause the Borough Engineer to sign the TWA Application on behalf of the Borough and provide a copy of the signed TWA Application to Redeveloper.

6. Redeveloper’s Contribution Toward Repair. In further consideration of the Borough’s execution of this Agreement, Redeveloper shall contribute the amount of sixty thousand (\$60,000) dollars to the Borough towards the required repair and/or replacement of the sanitary sewer line located along the bridge crossing U.S. Highway Route 22 that was damaged by Hurricane Ida, which is identified as “Stream Bank Stabilization - Sanitary Sewer Location” in Exhibit A. The Parties acknowledge that this damaged sewer line services sewer flows emanating from the Project to be serviced by PARSA.

7. Escrow Fees. Within ten (10) days from the full execution of this Agreement, Redeveloper shall pay Seven Thousand Five Hundred Dollars (\$7,500.00) to the Borough and Fourteen Thousand Nine Hundred eighteen Dollars and Sixty Center (\$14,918.60) to Levin to reimburse the Borough and Levin for their attorneys and/or engineering fees associated with the negotiation and preparation of this Agreement and the Levin Agreement. Redeveloper shall also agree to pay Levin up to Five Thousand Dollars (\$5,000.00) upon Levin’s submission of engineering invoices to Redeveloper for necessary engineering work incurred by Levin related to this Agreement and the Levin Agreement. Redeveloper shall also agree to pay Levin for necessary additional legal work incurred by Levin’s counsel to finalize and obtain fully executed copies of this Agreement and the Levin Agreement.

8. Timing of Contributions. Within thirty (30) days prior to commencement of construction and receipt of all non-appealable permits and approvals for the Project, Redeveloper shall deposit with the Borough the funds identified in paragraphs 3, 4 and 6 hereof. The Borough shall hold these funds in a separate account dedicated to required repairs and maintenance for the sanitary sewer line on the Levin Property that serves the Project.

9. Connection Fee and Credit. Redeveloper shall pay any required connection fee for sewer service for the Project in accordance with Chapter 18 of the Borough’s Ordinances. Redeveloper shall be entitled to a credit of the connection fees imposed for the forty-six (46) affordable housing proposed for the inclusionary development Project pursuant to N.J.S.A. 40:14B-22.3 and Redeveloper’s contribution to the professional fees pursuant to paragraph 7 hereof.

10. Compliance with Laws. Upon connection to the sanitary sewer system for the Project, Redeveloper shall comply with all applicable federal, state, county and local statutes, regulations, ordinances, rules, orders, or requirements, including environmental protection statutes and regulations (collectively, the “Laws”) regarding the discharge of sewage.

11. Representations.

(a) Each Party hereby represents and warrants to the other Party:

(i) it is duly constituted or organized, validly existing and in good standing under the laws of the jurisdiction of its formation, is duly qualified to act or do business in those jurisdictions in which it is necessary for the conduct of its business or affairs and has all requisite corporate or administrative authority to conduct its business or affairs as currently conducted;

(ii) except as provided herein, the execution, delivery, and performance by it of this Agreement does not require any consent, license, approval or authorization of, or other action by, or any notice or filing with, any governmental entity or any other person;

(iii) the execution, delivery and performance by it of this Agreement are within its organizational powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents or any government rule applicable to it or result in the breach, default or termination of any agreement to which it is a party;

(iv) this Agreement has been duly executed and delivered on its behalf and constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, except where enforceability may be limited or otherwise impacted by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and except where enforceability is subject to the application of equitable principles or remedies; and

(v) no petition or notice has been presented, no order has been presented, no order has been made and no resolution has been passed for its bankruptcy, liquidation, winding-up or dissolution, and no receiver, trustee, custodian or similar fiduciary has been appointed over the whole or any part of any of its assets or income, and it has not received any notice that any other person has any plan or intention of, filing, making or obtaining any such petition, notice, order or resolution or of seeking the appointment of a receiver, trustee, custodian or similar fiduciary.

12. Further Assurances. Each Party further agrees from time to time and at all times hereafter, upon request of the other Party, its successors and assigns, to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements and assurances as may be reasonably required by the other Party, its successors and assigns in order to effectuate the connection of the Project to PARSA's facilities.

13. Entire Agreement; Conflict Among Agreements. This Agreement and the exhibits hereto and thereto, represent the full and complete understanding and agreement of the Parties and

their affiliates with respect to the subject matter hereof and supersedes all prior agreements (whether written or oral) between the Parties with respect to the subject matter hereof.

14. Captions and Headings. The captions and headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

15. Successors and Assigns. This Agreement shall bind and benefit the respective successors and permitted assigns of the Parties; provided that neither Party shall assign this Agreement or any of its rights hereunder unless it first shall have obtained the consent thereto in writing of the other Party.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic copies hereof or signatures hereon shall, for all purposes, be deemed originals.

17. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without regard to the conflict of laws principles thereof).

(b) Any Party bringing an administrative proceeding or legal action against any other Party arising out of or relating to this Agreement only may bring the administrative proceeding or legal action in the State of New Jersey; or in the federal courts located in New Jersey; or in any court of the State of New Jersey.

18. Amendments. The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

19. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

20. Severability. If any provision, agreement or covenant set forth in this Agreement, the Levin Agreement or the Sanitary Sewer Easement, as amended, is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall, to the fullest extent permitted by applicable law, rule or regulation, not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date first written above.

BOROUGH OF WATCHUNG

By: _____
Name: Hon. Ronald Jubin, Ph.D.
Title: Mayor

**BONNIE BURN REDEVELOPERS
URBAN RENEWAL, LLC**

By: _____
Name:
Title:

DRAFT

EXHIBIT A

Watchung Sanitary Sewer - Bonnie Burn Developers Agreement

Stream Bank Stabilization - Sanitary Sewer Location

Item	Unit	Unit Cost	Total Estimated Cost
Rip Rap Stabilization - CY	200	\$150.00	\$30,000.00
Soil Supplement - CY	30	\$100.00	\$3,000.00
Soil Stabilization Matting - UN	1	\$500.00	\$500.00
Sanitary Main Joint Repair / Restraint	1	\$8,500.00	\$8,500.00
Engineering, Permitting & Inspection	1	\$18,000.00	\$18,000.00
Total Stream Bank Stabilization			\$60,000.00

Future Maintenance Sanitary Sewer Main - 25 Year Period

CCTV Sanitary Main - every 3 years	8	\$5,000.00	\$40,000.00
Routine Jetting & Cleaning - Annual	25	\$2,500.00	\$62,500.00
Repairs in future for potential I&I, age related issues, etc - 1 /25 years - estimated	1	\$45,000.00	\$45,000.00
Engineering, Permitting & Inspection	1	\$50,000.00	\$50,000.00
Total 25 Year Maintenance & Repair			\$197,500.00

Lining of Unlined Cast Iron Sewer Main

Mobilization	1	3%	\$1,053.00
Traffic Coordination	1	\$2,000.00	\$2,000.00
By-Pass Pumping	132	\$25.00	\$3,300.00
Lining of 8" Cast Iron Sanitary Sewer (LF)	132	\$150.00	\$19,800.00
Manhole Lining (VF)	4	\$2,500.00	\$10,000.00
Engineering, Permitting & Inspection	1	\$10,000.00	\$10,000.00
Total Lining of Unlined Cast Iron Sewer Main			\$46,153.00

Grand Total	\$303,653.00
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**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

**ORDINANCE AUTHORIZING THE AMENDED SANITARY SEWER
EASEMENT WITH LEVIN PROPERTIES AT THE BLUE STAR
SHOPPING CENTER.**

WHEREAS, Levin Properties, L.P. (“Levin”), is the owner of the property identified as Block 64.04, Lots 2.03 and 2.04, as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, with an address of 1701 U.S. Highway 22, also known as the Blue Star Shopping Center (the “Property”); and

WHEREAS, there exists a private sanitary sewer line traversing the Property, under U.S. Route 22, and proceeding parallel along U.S. Route 22 until it reaches its terminus point at Terrill Road; and

WHEREAS, this private sanitary sewer line services the tenants located on the Property, along with off-site properties; and

WHEREAS, in 1959 the Borough and Levin entered into an Agreement with regard to the installation of this private sanitary sewer line, which Agreement authorized the construction and connection of the sewer line into the existing main sewer line located at Terrill Road (the “1959 Agreement”); and

WHEREAS, the construction of the private sewer line was authorized by Ordinance authorizing the construction of the collector sewer system on the Property, adopted by the Borough on July 23, 1959; and

WHEREAS, the sanitary sewer system was to flow into and be treated by the Joint Meeting of the City of Plainfield sewer treatment facility, which is currently known and operated as the Plainfield Area Regional Sewerage Authority (“PARSA”); and

WHEREAS, in 2013 the Borough and Levin entered into a subsequent Agreement concerning the private sanitary sewer line on the Property, which Agreement allowed the Borough to connect additional residential properties along Johnston Drive into the private sewer line on the Property, and providing for the Borough to take over the sewer billings for certain off-site properties being serviced by the private sewer line (the “2013 Agreement”); and

WHEREAS, the 2013 Agreement further set forth the terms of Levin’s grant of a twenty five (25’) foot sanitary sewer easement to the Borough, for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of an eight (8”) inch gravity sanitary sewer line on the Property, including the limitation of same to serve a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry; and

WHEREAS, Levin granted a Sanitary Sewer Easement to the Borough, dated June 10, 2014, and recorded with the Somerset County Clerk’s office on June 18, 2014, in Book 6723, Pages 455-468, Instrument No.: 2014021605 (the “Sanitary Sewer Easement”); and

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

WHEREAS, the terms of the 2013 Agreement and Sanitary Sewer Easement provided for the Borough to assume responsibility for the sanitary sewer main line traversing the Property, and to integrate such line into the Borough's sanitary sewer system; and

WHEREAS, in connection with the Borough's compliance with its third round affordable housing obligation, as included in the matter captioned In the Matter of the Borough of Watchung (Mt. Laurel), Docket No. SOM-L-902-15, Bonnie Burn Redevelopers Urban Renewal, LLC ("Redeveloper") is the contract purchaser and designated redeveloper of the property identified as Block 7403, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02, known as 291 Bonnie Burn Road (the "Redevelopment Property"), for the inclusionary development consisting of 230 rental units, of which 184 will be market-rate units and 46 will be affordable housing units (the "Project"); and

WHEREAS, the Redevelopment Property is included in the identified properties proposed for connection to the private sewer line in the Sanitary Sewer Easement; however, the number of connections for the Project exceed the maximum permitted therein; and

WHEREAS, the Project seeks to utilize Levin's private sewer line to be serviced by PARSA by way of its meter chamber at the intersection of Terrill Road and U.S. Highway Route 22 ("Terrill Road Meter Chamber"); and

WHEREAS, the Redeveloper has confirmed that PARSA has available sanitary sewer capacity and sewer connections for the Project, but requires an amendment to the Sanitary Sewer Easement to allow the additional flow through Levin's private sewer line on the Property; and

WHEREAS, Levin is willing to accept the additional sanitary sewer flow through the private sewer line on the Property for the Project, including entering into an amendment to the Sanitary Sewer Easement, subject to the Borough assuming ownership and maintenance of the sanitary sewer lines, as well as assuming responsibility for the sewer billing for all off-site properties utilizing these sewer lines; and

WHEREAS, the Borough and Levin negotiated an agreement to allow for Redeveloper's use of the sanitary sewer lines on the Levin Property to allow for the proposed connection for the Project, along with the Borough's taking ownership of same; and

WHEREAS, simultaneously upon entering into the Agreement with Levin, the Borough entered into a separate agreement with Redeveloper that will provide for the Redeveloper's contributions towards the required cleaning and maintenance of the sanitary sewer lines located on the Levin Property; and

WHEREAS, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Amended Sanitary Sewer Easement with Levin memorializing the agreed upon terms and conditions for the Borough's acquisition of the sanitary sewer lines on the Levin Property to allow for sewer service for the Project.

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

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

1. The Borough of Watchung hereby accepts the Amended Sanitary Sewer Easement from Levin on portions of the Property.
2. The Mayor and Borough Clerk are hereby authorized to sign the Amended Sanitary Sewer Easement, in the substantial form attached hereto.
3. The Borough Clerk, Administrator, Attorney and other appropriate Borough officials are hereby authorized and directed to take all required actions to complete the Borough's acceptance of the Amended Sanitary Sewer Easement, along with the recording thereof.

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that should any section, paragraph, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to that end the provisions of this Ordinance are hereby declared to be severable; and

BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that in the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Watchung, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Borough of Watchung are hereby ratified and confirmed, except where inconsistent with the terms hereof; and

BE IT FURTHER ORDAINED by the County of the Borough of Watchung that within five (5) days after its adoption by the Council, this Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40A:60-5(d). If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved; and

**BOROUGH OF WATCHUNG
ORDINANCE NO. 24/15**

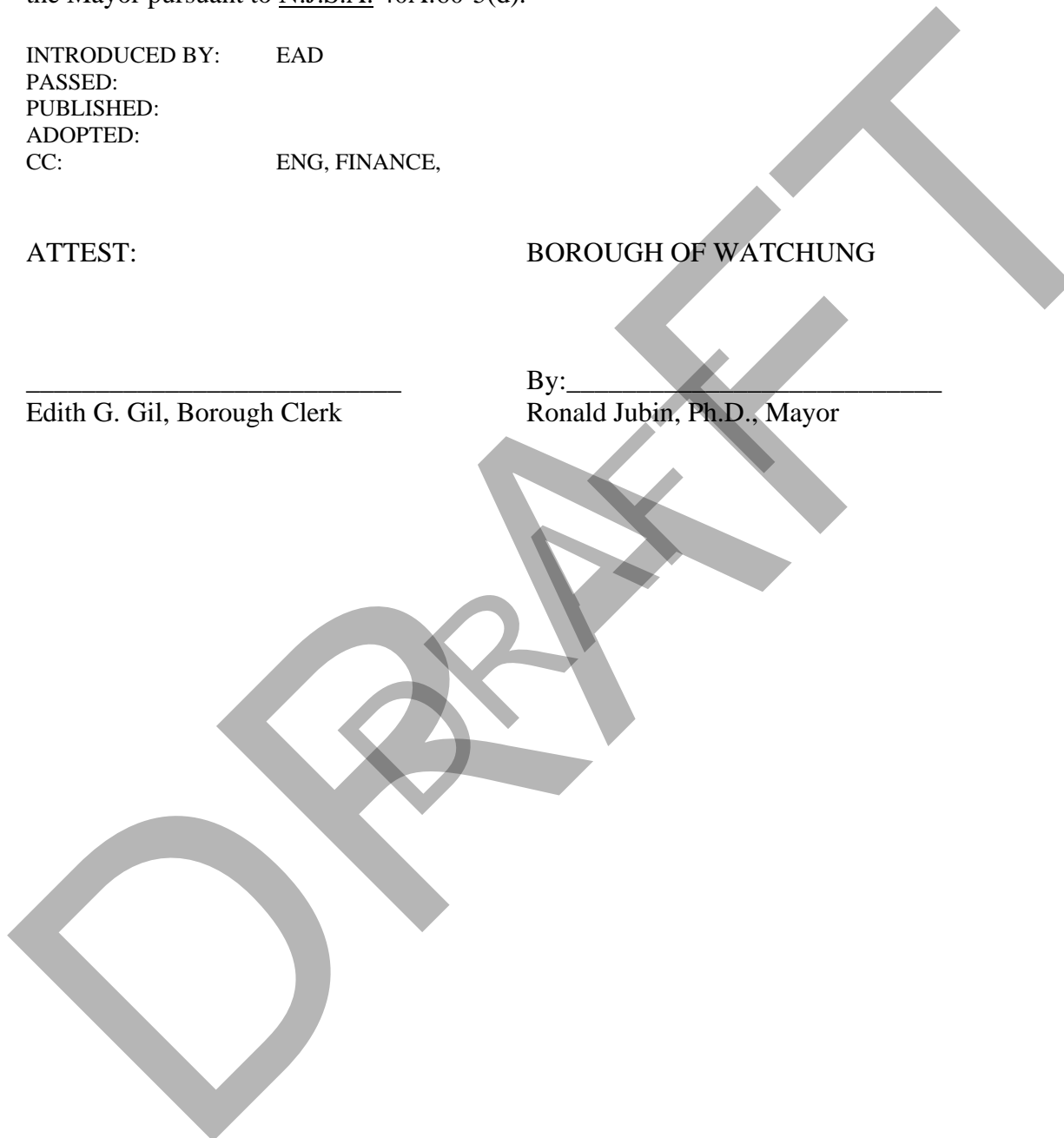
BE IT FURTHER ORDAINED by the Council of the Borough of Watchung that this Ordinance shall take effect upon final passage and publication according to law; and approval by the Mayor pursuant to N.J.S.A. 40A:60-5(d).

INTRODUCED BY: EAD
PASSED:
PUBLISHED:
ADOPTED:
CC: ENG, FINANCE,

ATTEST: **BOROUGH OF WATCHUNG**

Edith G. Gil, Borough Clerk

By: _____
Ronald Jubin, Ph.D., Mayor



Prepared by:
Joseph V. Sordillo, Esq.
Watchung Borough Attorney

AMENDED SANITARY SEWER EASEMENT
(Block 64.04, Lots 2.03 & 2.04)

THIS EASEMENT is made as of the _____ day of _____, 2024, between:

LEVIN PROPERTIES, L.P. a limited partnership of the State of New Jersey, having its principal offices at 975 Route 22 West, North Plainfield, New Jersey 07060, and a mailing address of P.O. Box 326, Plainfield, New Jersey 07061, hereinafter called the “Grantor,” or “Levin,” and

THE BOROUGH OF WATCHUNG, a Municipal Corporation of the State of New Jersey, having its principal offices at 15 Mountain Boulevard, Watchung, New Jersey 07069, hereinafter called “Grantee,” “Borough,” or “Watchung.”

The Grantor and Grantee may be hereinafter referred to collectively or individually as “Party” or “Parties.”

WITNESSETH:

WHEREAS, Levin is the owner of the property identified as Block 64.04, Lots 2.03 and 2.04, as shown on the Official Tax Map of the Borough of Watchung, County of Somerset, State of New Jersey, with an address of 1701 U.S. Highway 22, also known as the Blue Star Shopping Center (the “Property”); and

WHEREAS, there exists a private sanitary sewer line traversing the Property, under U.S. Route 22, and proceeding parallel along U.S. Route 22 until it reaches its terminus point at Terrill Road; and

WHEREAS, this private sanitary sewer line services the tenants located on the Property, along with off-site properties; and

WHEREAS, in 1959 the Borough and Levin entered into an Agreement with regard to the installation of this private sanitary sewer line, which Agreement authorized the construction and connection of the sewer line into the existing main sewer line located at Terrill Road (the “1959 Agreement”); and

WHEREAS, the construction of the private sewer line was authorized by Ordinance authorizing the construction of the collector sewer system on the Property, adopted by the Borough on July 23, 1959; and

WHEREAS, the sanitary sewer system was to flow into and be treated by the Joint Meeting of the City of Plainfield sewer treatment facility, which is currently known and operated as the Plainfield Area Regional Sewerage Authority (“PARSA”); and

WHEREAS, in 2013 the Borough and Levin entered into a subsequent Agreement concerning the private sanitary sewer line on the Property, which Agreement allowed the Borough to connect additional residential properties along Johnston Drive into the private sewer line on the Property, and providing for the Borough to take over the sewer billings for certain off-site properties being serviced by the private sewer line (the “2013 Agreement”); and

WHEREAS, the 2013 Agreement further set forth the terms of Levin’s grant of a twenty five (25’) foot sanitary sewer easement to the Borough, for the construction, operation, maintenance, inspection, repair, reconstruction, alteration and replacement of an eight (8”) inch gravity sanitary sewer line on the Property, including the limitation of same to serve a maximum of forty (40) single family homes in the area of Johnston Drive, explicitly excluding any development relating to the Weldon Quarry; and

WHEREAS, Levin granted a Sanitary Sewer Easement to the Borough, dated June 10, 2014, and recorded with the Somerset County Clerk’s office on June 18, 2014, in Book 6723, Pages 455-468, Instrument No.: 2014021605 (the “Sanitary Sewer Easement”); and

WHEREAS, the Levin and the Borough negotiated an agreement whereby the Parties agree to amend the Sanitary Sewer Easement to provide for the Borough’s assumption of ownership of the sanitary sewer lines on the Levin Property, including the assumption of the sewer billing for the off-site properties services by the sewer line; and

WHEREAS, the Amended Sanitary Sewer Easement is further to allow for the sewer flow emanating from Bonnie Burn Redevelopers Urban Renewal, LLC’s (“Redeveloper”) redevelopment of the property identified as Block 7403, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02, known as 291 Bonnie Burn Road (the “Redevelopment Property”), for the inclusionary development consisting of 230 rental units, of which 184 will be market-rate units and 46 will be affordable housing units (the “Project”); and

WHEREAS, the Redevelopment Property is included in the identified properties proposed for connection to the private sewer line in the Sanitary Sewer Easement; however, the number of connections for the Project exceed the maximum permitted therein.

NOW, THEREFORE, Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey and dedicate unto Grantee, its successors and assigns, the following easements:

- (a) a non-exclusive 25 foot wide easement to construct, maintain, inspect, operate, repair, reconstruct, alter and replace, an eight (8) inch gravity sanitary sewer line and necessary appurtenances through, over, upon, in, across and under that portion of Grantor's Property as shown on the attached **Exhibit A**, more particularly described by metes and bounds in **Exhibit B**, to serve a maximum of forty (40) single family homes in the area of Johnston Drive (but not including any development related to the Weldon Quarry), which properties to be served are identified on the list annexed hereto as **Exhibit C**, and to serve the Project to be developed on the Redevelopment Property; and
- (b) a non-exclusive ten (10') foot wide temporary construction easement adjacent to the aforementioned sanitary sewer easement for temporary periods only during the construction of said sanitary sewer line and for the maintenance, repair, reconstruction, and replacement of said sanitary sewer line and appurtenances thereto, as necessary; and
- (c) the right to cross over the Grantor's Property in order to gain access to the aforementioned easements and sanitary sewer line following reasonable notice to Grantor over such reasonable route as Grantor may, from time to time, designate or approve for the purpose of Grantee exercising the rights herein granted.

As a condition for the within grant in addition to the consideration hereinabove set forth, Grantee by its acceptance of this grant hereby consents and agrees with respect to the easement herein granted that:

1. All costs and expense regarding the construction of the sanitary sewer line and appurtenances will be the responsibility of Grantee.

2. Grantee shall maintain and keep the sanitary sewer line and appurtenances in good repair in accordance with standard engineering practices at its own expense.
3. Grantee shall defend, indemnify and save harmless Grantor from and against any and all claims or demands for or in connection with any occurrence, accident, injury to person(s) or property, damage or dispute arising out of Grantee's exercise of its rights hereunder and from and against any and all costs and expenses relating thereto including, but not limited to, reasonable attorney's fees. Each party shall give prompt notice to the other of any claims or demands received.
4. Grantee shall maintain or cause to be maintained by its agents, contractors, subcontractors and professionals Commercial General Liability Insurance in the amount of \$2,000,000 with Grantor and Levin Management Corporation listed as additional insureds, insuring against damage for bodily injury and to property. All such policies shall contain a provision whereby the same cannot be canceled unless Grantor and any additional insured(s) are given at least thirty (30) days prior written notice of such cancellation. Certificates of Insurance shall be provided for all policies.
5. Upon completion of any work or activity as provided herein, the disturbed area including any utilities on, above or below ground shall be restored, at the cost and expense of Grantee to the condition that existed prior to Grantee entering upon the property.
6. The within easement is a nonexclusive easement and the Grantor is authorized to install a road and parking lot and driveway over the easement and/or to install and run utilities in, under, across or above the easement and otherwise retain use of the easement area for all purposes. However, Grantor shall not otherwise use the easement area in any manner which would unreasonably prevent, obstruct or hinder Grantee's rights hereunder. In the event Grantor subsequent to the recording of this instrument installs impervious surface in the area of the easement currently pervious, then Grantor shall be responsible for the additional cost of restoring the area as an impervious surface.
7. Grantee shall only use and enter upon the easement in a manner that will not unreasonably interfere with or disrupt the use and operation of Grantor's property including, but not limited to, the free and unobstructed use of the driveways, walkways, parking areas and areas immediately adjacent to and over the easement.

8. At least ten (10) days prior to the commencement of construction, Grantee shall notify Grantor of its intention to commence work and provide Grantor with the Certificates of Insurance required by this easement. Said notice shall contain an anticipated construction schedule. If required by Grantor, the parties shall meet to coordinate their activities so as not to interfere with Grantor's use of Grantor's property, or use of Grantor's property by the public.
9. After construction, Grantor shall have the right to relocate the sanitary sewer line easement, sewer line and appurtenant facilities or any part thereof, at Grantor's own cost and expense. No relocation shall take place unless and until the relocated sewer line is constructed and in service. Upon relocation of the sewer line, the parties shall execute a written modification of this Amended Sanitary Sewer Easement to memorialize the new location of the Sanitary Sewer Easement.
10. Grantee shall be responsible to obtain all the necessary approvals associated with the construction and operation of the sewer line encompassed by the within easements. Grantee shall be responsible for payment of any required fees.
11. The terms, provisions and covenants contained in this Amended Sanitary Sewer Easement shall be deemed covenants running with the land.
12. This Amended Sanitary Sewer Easement may not be amended, modified or rescinded in any fashion except by a writing signed by the Grantor and the Grantee in recordable form.
13. This easement and the rights and obligations hereunder shall be binding upon the Parties hereto, their successors, heirs, transferees and assigns.
14. The within grant is subject to easements, agreements, mortgages, covenants, leases and restrictions, recorded and unrecorded, and such state of facts as an accurate survey may disclose.
15. All notices, requests, demands and other communications which are required or may be given under this Easement must be in writing and sent to the intended recipient at the address set forth above or at such other address within the United States as the intended recipient previously designated by written notice to the other party. Notices will be deemed to have been duly given (i) when received, if personally delivered, (ii) the day after being sent, if sent for next day delivery to an address within the United

States by nationally recognized overnight delivery service (*e.g.*, UPS, Federal Express), and (iii) the third day after being sent, if sent by certified or registered mail, return receipt requested.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Easement, that they each have the power and authority to enter into this Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

The Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Property subject to this Easement provided, however, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the Property. It is understood and agreed that this easement confers upon the Grantee no rights of title to the Easement Area nor does it require the Grantee to maintain the Easement Area.

The Grantor and the Grantee agree that the mere lack of use or interruption of use of the Easement Area by the Grantee for an indefinite period of time shall not constitute or be construed as an abandonment or other extinguishment of the Easement, except as may be subsequently agreed in a separate Easement extinguishment agreement which may be entered into between the Grantor (or its successors and assigns) and the Grantee (or its successors and assigns).

In the event of any violation of the covenants and conditions contained in this Easement, the Parties shall be entitled to exercise all remedies provided at law or in equity and further shall be entitled to recover, in any action to enforce the terms hereof, reasonable attorney's fees.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding

upon successive owners of the Property; it being intended that a full transfer of title or ownership to the Property shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

The provisions of the Agreement may not be amended, modified, or terminated without the express written consent of the parties hereto, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the parties hereto, which written instrument must then be recorded.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be signed by their proper corporate or municipal officers and their corporate or municipal seal to be set hereto.

ATTEST:

**GRANTOR:
LEVIN PROPERTIES, L.P.**

Name:
Title:

By: _____
Name
Title:

Dated: _____, 2024

ATTEST:

**GRANTEE:
BOROUGH OF WATCHUNG**

Name: Edith G. Gil
Title: Borough Clerk

By: _____
Name: Ronald Jubin, Ph.D.,
Title: Mayor

Dated: _____, 2024

(e) this person signed this proof to attest to the truth of these facts.

Name: Edith G. Gil
Title: Borough Clerk

Signed and sworn to before me on
this ____ day of _____, 2024.

Name:
Title:

DRAFT

EXHIBIT A

DRAFT

EXHIBIT B

DRAFT

DRAFT

EXHIBIT C

EXHIBIT C

PROPERTIES PROPOSED FOR CONNECTION TO THE BLUE STAR SANITARY SEWER

Block	Lot	Notes
64.03	3	(a)
64.03	4	(a)
64.03	5	(a)
64.03	6	(a)
64.03	7	(a)
64.03	8	(a)
64.03	9	(a)
64.03	10	(a)
64.03	11	(a)
64.03	12	(a)
64.03	14	(a)
64.03	15.01	(a)
64.03	15.03	(a)
64.03	18	(a)
74.02	19.01	
74.02	19.02	
74.03	2	(a)
74.03	3	(a)
74.03	4	(a)
74.03	5	
74.03	6	(a)
74.03	7	(a)
74.03	8	(a)
74.03	9	(a)
74.03	9.01	(a)
74.03	10	
74.03	11	(a)
74.03	12	(a)
74.03	13	(a)
74.03	14	(a)
74.03	15	(a)
74.03	16	(a)
74.03	17	(a)
74.03	18	(a)

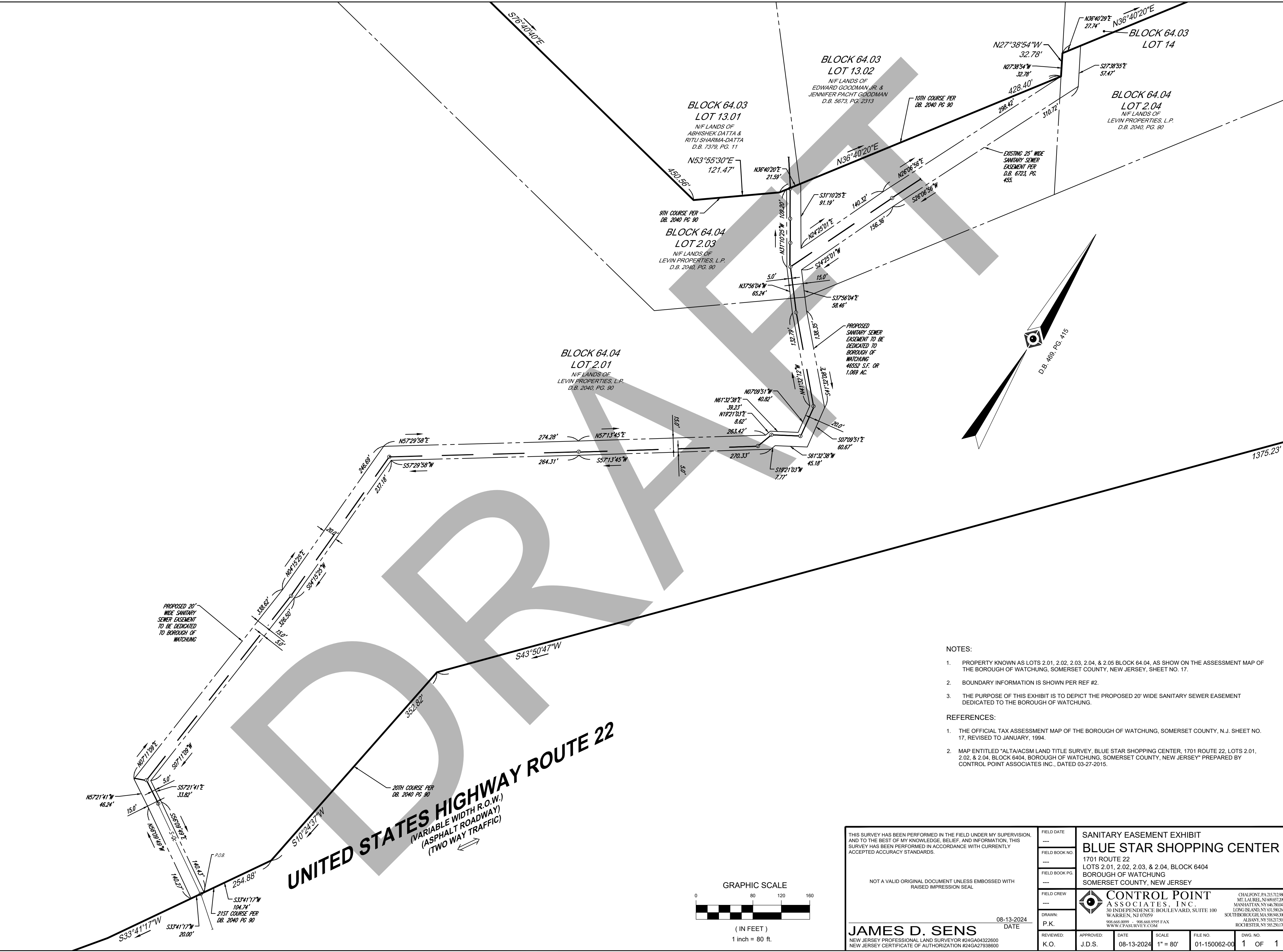
Notes:

- (a) 30 Properties to be sewered by Borough.
Contract 2-08 Sanitary Sewer Extension

(b) Connections limited to 40 single family homes

(c) Including the redevelopment of the property identified as Block 7402, Lots 5 & 10, and Block 7402, Lots 19.01 and 19.02 for a total of 230 residential rental units.

CONTROL POINT ASSOCIATES, INC. - ALL RIGHTS RESERVED. NO PART OF THIS SURVEY OR THE INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC. IS PROHIBITED.

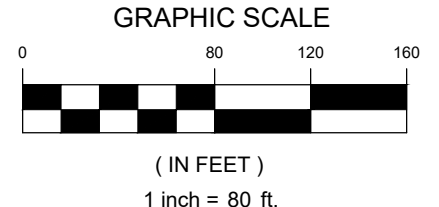


NOTES:

1. PROPERTY KNOWN AS LOTS 2.01, 2.02, 2.03, 2.04, & 2.05 BLOCK 64.04, AS SHOWN ON THE ASSESSMENT MAP OF THE BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY, SHEET NO. 17.
2. BOUNDARY INFORMATION IS SHOWN PER REF #2.
3. THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE PROPOSED 20' WIDE SANITARY SEWER EASEMENT DEDICATED TO THE BOROUGH OF WATCHUNG.

REFERENCES:

1. THE OFFICIAL TAX ASSESSMENT MAP OF THE BOROUGH OF WATCHUNG, SOMERSET COUNTY, N.J. SHEET NO. 17, REVISED TO JANUARY, 1994.
2. MAP ENTITLED "ALTA/ACSM LAND TITLE SURVEY, BLUE STAR SHOPPING CENTER, 1701 ROUTE 22, LOTS 2.01, 2.02, & 2.04, BLOCK 6404, BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY" PREPARED BY CONTROL POINT ASSOCIATES, INC., DATED 03-27-2015.



THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.		FIELD DATE ---	SANITARY EASEMENT EXHIBIT	
NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH RAISED IMPRESSION SEAL.		FIELD BOOK NO. ---	BLUE STAR SHOPPING CENTER	
		FIELD BOOK PG. ---	1701 ROUTE 22	
		FIELD CREW ---	LOTS 2.01, 2.02, 2.03, & 2.04, BLOCK 6404	
		DRAWN: P.K.	BOROUGH OF WATCHUNG	
		REVIEWED: K.O.	SOMERSET COUNTY, NEW JERSEY	
DATE 08-13-2024		APPROVED: J.D.S.	SCALE 1" = 80'	FILE NO. 01-150062-00
DATE		DATE 08-13-2024	SCALE	DWG. NO. 1 OF 1
JAMES D. SENS NEW JERSEY PROFESSIONAL LAND SURVEYOR #24GA04322800 NEW JERSEY CERTIFICATE OF AUTHORIZATION #24GA27938600		CONTROL POINT ASSOCIATES, INC. 30 INDEPENDENCE BOULEVARD, SUITE 100 WARREN, NJ 07059 908.668.0090 • 908.668.9595 FAX WWW.CPASURVEY.COM <small>CHALFONT, PA 215712800 MT. LAUREL, NJ 609872399 MANHATTAN, NY 646780411 LONG ISLAND, NY 631303665 SOUTH BOROUGHLMA, MA 98983000 ALBANY, NY 5182175010 ROCHESTER, NY 585261074</small>		



AUGUST 13, 2024
01-150062-00

METES AND BOUNDS DESCRIPTION
PROPOSED SANITARY SEWER EASEMENT
ACROSS BLOCK 64.04, LOTS 2.01, 2.03 AND 2.04
BOROUGH OF WATCHUNG, UNION COUNTY
STATE OF NEW JERSEY

BEGINNING AT A POINT IN THE TWENTY-FIRST COURSE OF THE FIRST TRACT IN A DEED FORM JANICE H. LEVIN, CATHERINE M. LEVIN, ADAM LEVIN AND THE ESTATE OF SUSAN TEPPER TO LEVIN PROPERTIES, L.P. RECORDED IN THE UNION COUNTY CLERK'S OFFICE IN DEED BOOK 2040 PAGE 90, SAID TWENTY-FIRST COURSE BEING THE WESTERLY LINE OF UNITED STATES HIGHWAY ROUTE 22 (VARIABLE WIDTH, PUBLIC RIGHT OF WAY), SAID POINT BEING SOUTH 33 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 104.74 FEET FROM THE TERMINUS OF THE TWENTIETH COURSE IN SAID DEED, AND RUNNING THENCE;

1. ALONG THE TWENTY-FIRST COURSE IN SAID DEED BEING THE WESTERLY LINE OF UNITED STATES HIGHWAY ROUTE 22, SOUTH 33 DEGREES 41 MINUTES 17 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT IN THE SAME, THENCE;

ACROSS LOT 2.01, BY A LINE BEING 15.00 FEET SOUTHERLY AND WESTERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING SIX (6) COURSES:

2. NORTH 56 DEGREES 09 MINUTES 49 SECONDS WEST, A DISTANCE OF 140.27 FEET TO A POINT, THENCE;

3. NORTH 57 DEGREES 21 MINUTES 41 SECONDS WEST, A DISTANCE OF 46.24 FEET TO A POINT, THENCE;

4. NORTH 07 DEGREES 11 MINUTES 09 SECONDS EAST, A DISTANCE OF 338.62 FEET TO A POINT, THENCE;

5. NORTH 04 DEGREES 15 MINUTES 25 SECONDS EAST, A DISTANCE OF 246.69 FEET TO A POINT, THENCE;

6. NORTH 57 DEGREES 29 MINUTES 58 SECONDS EAST, A DISTANCE OF 274.28 FEET TO A POINT, THENCE;

7. NORTH 57 DEGREES 13 MINUTES 45 SECONDS EAST, A DISTANCE OF 263.62 FEET TO A POINT, THENCE;

ACROSS LOTS 2.01 AND 2.03, BLOCK 64.04 BY A LINE 5.00 FEET SOUTHWESTERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING SIX (6) COURSES:

8. NORTH 19 DEGREES 21 MINUTES 03 SECONDS EAST, A DISTANCE OF 8.62 FEET TO A POINT, THENCE;

9. NORTH 61 DEGREES 32 MINUTES 38 SECONDS EAST, A DISTANCE OF 39.23 FEET TO A POINT, THENCE;

10. NORTH 07 DEGREES 09 MINUTES 51 SECONDS WEST, A DISTANCE OF 40.82 FEET TO A POINT, THENCE



11. NORTH 41 DEGREES 32 MINUTES 12 SECONDS WEST, A DISTANCE OF 132.79 FEET TO A POINT, THENCE;
12. NORTH 37 DEGREES 56 MINUTES 04 SECONDS WEST, A DISTANCE OF 65.24 FEET TO A POINT, THENCE;
13. NORTH 31 DEGREES 10 MINUTES 25 SECONDS WEST, A DISTANCE OF 109.20 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF LOT 13.01, BLOCK 64.03 FEET TO A POINT, THENCE
14. ALONG THE SOUTHEASTERLY LINE OF SAID LOT 13.01 AND ALONG THE SOUTHEASTERLY LINE OF LOT 13.02, BLOCK 64.03, ALSO BEING THE NINTH COURSE OF SAID DEED BOOK 2040 PAGE 90, NORTH 36 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 21.59 FEET TO A POINT, THENCE
15. ACROSS LOT 2.03 BY A LINE BEING 15.00 FEET FROM THE EXISTING SANITARY SEWER LINE, SOUTH 31 DEGREES 10 MINUTES 25 SECONDS EAST, A DISTANCE OF 91.19 FEET TO A POINT, THENCE;
16. ACROSS LOT 2.03, NORTH 24 DEGREES 25 MINUTES 01 SECONDS EAST, A DISTANCE OF 140.32 FEET TO A POINT, THENCE;
17. CONTINUING ACROSS LOT 2.03, NORTH 26 DEGREES 06 MINUTES 56 SECONDS EAST, A DISTANCE OF 298.42 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 13.02, THENCE;
18. ALONG THE EASTERLY LINE OF SAID LOT 13.02, BEING THE TENTH COURSE IN SAID DEED BOOK 2040 PAGE 90, NORTH 27 DEGREES 38 MINUTES 54 SECONDS WEST, A DISTANCE OF 32.78 FEET TO A POINT, THENCE
19. ALONG THE SOUTHEASTERLY LINE OF LOT 14, BLOCK 64.03, BEING THE ELEVENTH COURSE IN SAID DEED BOOK 2040 PAGE 90, NORTH 36 DEGREES 40 MINUTES 20 SECONDS EAST, A DISTANCE OF 27.74 FEET TO A POINT, THENCE;

ACROSS LOTS 2.03 AND 2.04, BLOCK 64.04 THE FOLLOWING THREE (3) COURSES:

20. SOUTH 27 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.47 FEET TO A POINT, THENCE;
21. SOUTH 26 DEGREES 06 MINUTES 56 SECONDS WEST, A DISTANCE OF 310.72 FEET TO A POINT, THENCE;
22. SOUTH 24 DEGREES 25 MINUTES 01 SECONDS WEST, A DISTANCE OF 156.36 FEET TO A POINT, THENCE

ACROSS LOTS 2.01 AND 2.03, BLOCK 64.04 BY A LINE BEING 15.00 FEET EASTERLY AND SOUTHERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING FIVE (5) COURSES:

23. SOUTH 37 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 58.46 FEET TO A POINT, THENCE
24. SOUTH 41 DEGREES 32 MINUTES 08 SECONDS EAST, A DISTANCE OF 138.35 FEET TO A POINT, THENCE
25. SOUTH 07 DEGREES 09 MINUTES 51 SECONDS EAST, A DISTANCE OF 60.67 FEET TO A POINT, THENCE;
26. SOUTH 61 DEGREES 32 MINUTES 38 SECONDS WEST, A DISTANCE OF 45.18 FEET TO A POINT, THENCE;



27. SOUTH 19 DEGREES 21 MINUTES 03 SECONDS WEST, A DISTANCE OF 7.77 FEET TO A POINT, THENCE

ACROSS SAID LOT 2.01 BY A LINE BEING 5.00 FEET SOUTHERLY AND EASTERLY OF THE EXISTING SANITARY SEWER LINE THE FOLLOWING SIX (6) COURSES:

28. SOUTH 57 DEGREES 13 MINUTES 45 SECONDS WEST, A DISTANCE OF 270.33 FEET TO A POINT, THENCE;

29. SOUTH 57 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF 264.31 FEET TO A POINT, THENCE;

30. SOUTH 04 DEGREES 15 MINUTES 25 SECONDS WEST, A DISTANCE OF 237.18 FEET TO A POINT, THENCE;

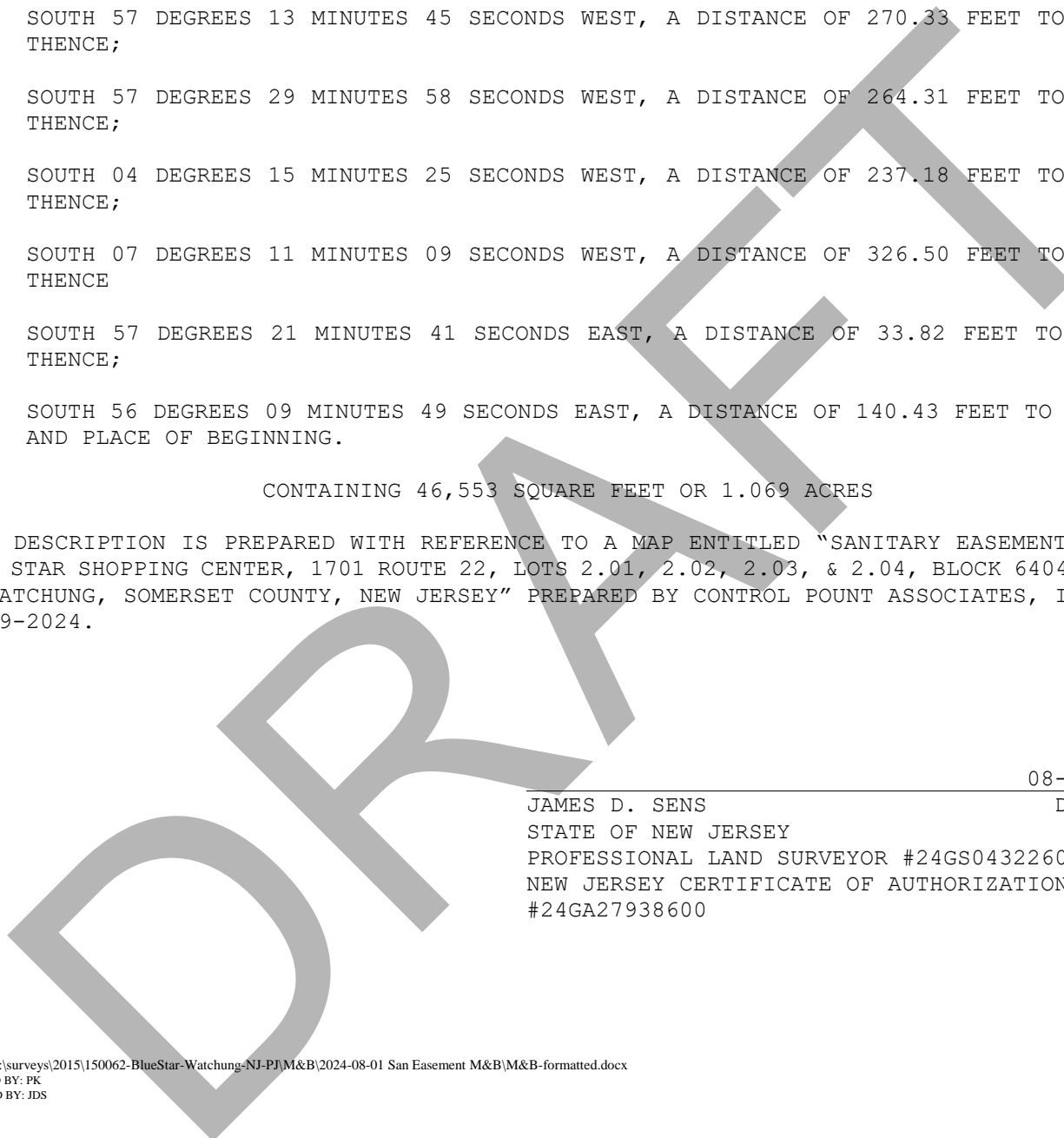
31. SOUTH 07 DEGREES 11 MINUTES 09 SECONDS WEST, A DISTANCE OF 326.50 FEET TO A POINT, THENCE

32. SOUTH 57 DEGREES 21 MINUTES 41 SECONDS EAST, A DISTANCE OF 33.82 FEET TO A POINT, THENCE;

33. SOUTH 56 DEGREES 09 MINUTES 49 SECONDS EAST, A DISTANCE OF 140.43 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 46,553 SQUARE FEET OR 1.069 ACRES

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A MAP ENTITLED "SANITARY EASEMENT EXHIBIT, BLUE STAR SHOPPING CENTER, 1701 ROUTE 22, LOTS 2.01, 2.02, 2.03, & 2.04, BLOCK 6404, BOROUGH OF WATCHUNG, SOMERSET COUNTY, NEW JERSEY" PREPARED BY CONTROL POINT ASSOCIATES, INC, DATED 08-09-2024.



08-13-2024

JAMES D. SENS
 STATE OF NEW JERSEY
 PROFESSIONAL LAND SURVEYOR #24GS04322600
 NEW JERSEY CERTIFICATE OF AUTHORIZATION
 #24GA27938600

JDS/PK(P:\surveys\2015\150062-BlueStar-Watchung-NJ-PJ\M&B\2024-08-01 San Easement M&B\M&B-formatted.docx
 PREPARED BY: PK
 REVIEWED BY: JDS