



BOROUGH OF WATCHUNG

15 MOUNTAIN BOULEVARD
WATCHUNG, NEW JERSEY 07069

MAYOR & COUNCIL MEETING AGENDA

THURSDAY, APRIL 18, 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**

APRIL 18, 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

❖ Volpe Day

SPECIAL RESOLUTION

R1: Authorizing the Appointment of Patrol Officer Gianmarco Acevdeo

ADMINISTRATION OF OATH

SPECIAL PRESENTATION

- ❖ Mayor’s Achievement Award Presented to Daniel Marko and William Lee
- ❖ Watchung Hills Regional High School Budget 2024/2025
Elizabeth C. Jewitt, Ph.D., Superintendent
Timothy M. Stys, Business Administrator

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

R2: Determining that the 2024 Budget be Read by Title

Public Hearing and Adoption of 2024 Municipal Budget

[Link to 2024 Budget](#)

R3: Adoption of 2024 Municipal Budget

NEW BUSINESS

REPORTS & CORRESPONDENCE:

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

APRIL 18, 2024 - 7:30 P.M.

Acknowledging Receipt of the following Borough Reports:

Animal Control Solutions Monthly Report	March 2024
Board of Adjustment Meeting Minutes	March 14, 2024 April 11, 2024
Board of Health Meeting Minutes	March 6, 2024
Construction Monthly Report	March 2024
Police Activity Report	March 2024
Rescue Squad Monthly Report	April 2024

CONSENT ITEMS

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

R4: Authorizing Purchases over Allowed Threshold - A & K Equipment Co Inc., (*DPW – Truck Bodies & Equipment*)

NON- CONSENT ITEMS

R5: Authorizing Insurance Coverage through Suburban Municipal Joint Insurance Fund for Friends of the Watchung Library, Inc.

R6: Authorizing a Use and Occupancy Agreement for the Provision of Temporary Library Space

ORDINANCE ON FIRST READING

OR 24/05: ORDINANCE ESTABLISHING REGULATIONS ON THE PRIVATE STORAGE OF SALT THROUGHOUT THE BOROUGH IN COMPLIANCE WITH NJDEP STORMWATER REGULATIONS.

OR 24/06: ORDINANCE ESTABLISHING AN ADVISORY COMMITTEE ON SUSTAINABLE PRACTICES TO BE KNOWN AS THE GREEN TEAM

OR 24/07: ORDINANCE AMENDING APPENDIX A OF THE BOROUGH CODE TO UPDATE AND AMEND THE RULES OF THE COUNCIL WITH REGARD TO COUNCIL MEETINGS.

OR 24/08: ORDINANCE AMENDING THE RECREATION COMMISSION FEES FOR THE BOROUGH'S SUMMER CAMP PROGRAM.

OR 24/09: ORDINANCE ESTABLISHING REGULATIONS ON ILLEGAL DUMPING THROUGHOUT THE BOROUGH.

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

APRIL 18, 2024 - 7:30 P.M.

OR 24/10: ORDINANCE AMENDING THE BOROUGH'S REGULATIONS AND PERMITTING REQUIREMENTS FOR THE IMPORTING AND REMOVAL OF SOIL AND FILL IN THE BOROUGH.

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, May 2, 2024 at 7:30 P.M.

**BOROUGH OF WATCHUNG
RESOLUTION: R1**

WHEREAS, the Borough of Watchung (“Watchung” or “Borough”) has determined, after consultation with the Chief of Police, that there is a need to hire additional patrol officers for the Borough’s Police Department (“PD”); and

WHEREAS, the Borough has conducted interviews and reviews of interested applicants for the position of Patrol Officer; and

WHEREAS, as authorized by Borough Code, Section 3-2.5, the Police Committee Chair has submitted to the Mayor, his recommendation for the appointment of **Gianmarco Acevdeo** to the position of Patrol Officer for the Police Department; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Watchung, County of Somerset, State of New Jersey that:

1. The Mayor and Council hereby authorize a conditional offer of employment to **Gianmarco Acevdeo** as a Patrol Officer with the Borough Police Department effective July 1, 2024.
2. The appointment to a full-time patrol officer is contingent and conditioned upon the successful completion and approval of a background check, successful completion of the Police Academy, along with physical and psychological evaluations.
3. Gianmarco Acevdeo shall be compensated in accordance with the terms and conditions set forth in the Collective Bargaining Agreement between the Borough and PBA Local 193.

Paolo Marano, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: APRIL 18, 2024
INDEX: POLICE, PERSONNEL
C: FINANCE, POLICE DEPT.

**BOROUGH OF WATCHUNG
RESOLUTION: R2**

WHEREAS, the Mayor and Council of the Borough of Watchung, County of Somerset hereby declare that the conditions concerning the public hearing of the municipal budget set forth in subsection 1a and 1b of N.J.S.A. 40A:4-8 have been met.

NOW, THEREFORE, BE IT RESOLVED by not less than a majority of the full membership of the Governing Body, that the 2024 Municipal Budget shall be read by title at the public hearing on April 18, 2024.

Paul Fischer, Council Member

Ronald Jubin, Mayor

ADOPTED: APRIL 18, 2024
INDEX: FINANCE-BUDGET
C: B. HANCE

RESOLUTION: R3

SECTION 2 - UPON ADOPTION FOR YEAR 2024

RESOLUTION

COUNCIL MEMBERS of the

BOROUGH

Be it Resolved by the WATCHUNG, County of SOMERSET that the budget hereinbefore set forth is hereby adopted and shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriations, and authorization of the amount of:

- (a) \$ 12,923,116.84 (Item 2 below) for municipal purposes, and
- (b) \$ - (Item 3 below) for school purposes in Type I School Districts only (N.J.S.A. 18A:9-2) to be raised by taxation and,
- (c) \$ - (Item 4 below) to be added to the certificate of amount to be raised by taxation for local school purposes in Type II School Districts only (N.J.S.A. 18A:9-3) and certification to the County Board of Taxation of the following summary of general revenues and appropriations.

- (d) \$ 431,269.24 (Sheet 43) Open Space, Recreation, Farmland and Historic Preservation Trust Fund Levy
- (e) \$ - (Sheet 44) Arts and Culture Trust Fund Levy
- (f) \$ - (Item 5 Below) Minimum Library Tax

RECORDED VOTE
(Insert last name)

Ayes	Nays	Abstained
Absent		

SUMMARY OF REVENUES

1. General Revenues			
Surplus Anticipated	08-100	\$	4,800,000.00
Miscellaneous Revenues Anticipated	13-099	\$	3,406,883.16
Receipts from Delinquent Taxes	15-499	\$	168,000.00
2. AMOUNT TO BE RAISED BY TAXATION FOR MUNICIPAL PURPOSES (Item 6(a), Sheet 11)	07-190	\$	12,923,116.84
3. AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY:			
Item 6, Sheet 42	07-195	\$	-
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
TOTAL AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE I SCHOOL DISTRICTS ONLY		\$	-
4. To Be Added TO THE CERTIFICATE FOR THE AMOUNT TO BE RAISED BY TAXATION FOR SCHOOLS IN TYPE II SCHOOL DISTRICTS ONLY:			
Item 6(b), Sheet 11 (N.J.S.A. 40A:4-14)	07-191	\$	-
5. AMOUNT TO BE RAISED BY TAXATION MINIMUM LIBRARY TAX	07-192	\$	-
Total Revenues	13-299	\$	21,298,000.00

**BOROUGH OF WATCHUNG
RESOLUTION: R4**

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: A & K Equipment Co Inc, 221 Wescott Drive, Rahway, NJ 07065
Item: Truck Bodies & Equipment - DPW
Total Price: \$109,642.34
Charged to: C-02-244-A12

Curt Dahl, Acting Council President

Ronald Jubin, Ph.D., Mayor

ADOPTED: APRIL 18, 2024
INDEX: PURCHASING
C: B. HANCE

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

S H I P T O	WATCHUNG MUNICIPAL BUILDING Attn: D.Gray 15 MOUNTAIN BLVD. WATCHUNG, NJ 07069
	VENDOR # : AKEQUIPM A & K Equipment Co Inc 221 Wescott Drive Rahway, NJ 07065 Phone: (732)388-5333 Fax: (732)388-1937

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	24-00476

ORDER DATE: 04/10/24
 REQUISITION NO:
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

PAYMENT RECORD	
CHECK NO.	
DATE PAID	

NOTICE: TAX ID #22-6002382 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00/EA	11' Stainless Steel Body Spreader, Snow Plow, and Miscellaneous Equipment Per quote #63 Per Contract: ESCNJ 23/24-04	C-02- -244-A12	54,821.1700	109,642.34
			TOTAL	109,642.34

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>_____</p> <p>VENDOR SIGN HERE</p> <p>_____</p> <p>OFFICIAL POSITION DATE</p> <p>_____</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>_____</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO:</p> <p>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. Hance</i></p> <p>_____</p> <p>CFO/QPA</p> <p>_____</p> <p>COUNCIL APPROVAL CAN BE SEEN</p> <p>_____</p> <p>ON BILL LIST RESOLUTION</p>

**BOROUGH OF WATCHUNG
RESOLUTION: R5**

WHEREAS, The Borough of Watchung was advised by Franklin Mutual Insurance Company that the insurance policy would be cancelled for the "Friends of Watchung Public Library, Inc." effective July 14, 2024, and

WHEREAS, Upon notification from Franklin Mutual, the Borough of Watchung sought an alternative for coverage from the Suburban Municipal Joint Insurance Fund, and

WHEREAS, the Borough of Watchung has received confirmation from the Suburban Municipal Joint Insurance Fund that the Friends of the Watchung Public Library qualifies and is approved as a qualifying Class III Quasi Municipal Entity, and

WHEREAS, the Governing Body of the Borough of Watchung, County of Somerset, State of New Jersey wishes to authorize the inclusion of Friends of the Watchung Public Library, Inc., as a Class III Quasi Municipal Entity under the Borough of Watchung's insurance program with the Suburban Municipal JIF effective July 14, 2024, and

WHEREAS, the Governing Body agrees to provide an extension of \$5M in its Limits of Insurance for General Liability (including Hired & Non-Owned Auto Liability), as well as \$100k in its Limit for Crime insurance coverage to the Friends of the Watchung Public Library, Inc.,

NOW THEREFORE BE IT HEREBY RESOLVED, by the Mayor and Council of the Borough of Watchung that the Borough agrees to extend its existing insurance coverage as described herein and declare the Friends of the Watchung Public Library, Inc. as a Class III Quasi Municipal Entity under its insurance program with the Suburban Municipal JIF



Paul Fischer, Council Member

Ronald Jubin, Ph.D., Mayor

ADOPTED: APRIL 18, 2024
INDEX: MISC,
C: J.D., B.H., JIF

**BOROUGH OF WATCHUNG
RESOLUTION: R6**

WHEREAS, the Borough is renovating the building which houses the Watchung Public Library, a branch of the Somerset County Library Commission (the "Library"), which will require the Borough to close the current Library building for a period of time; and

WHEREAS, the Borough needs to find a temporary location for the Library to operate during the renovation; and

WHEREAS, Maha owns the property adjacent to the Library, identified as Block 44.01, Lot 6, 20 Stirling Road (the "Property"); and

WHEREAS, Maha offered to provide the Borough with approximately 1,500± square feet of building space at the Property for the temporary location of the Library facilities during the renovation of the new library building; and

WHEREAS, the Borough wishes to use and occupy the approximate 1,500± square foot portion of the building space at the Property for the temporary location of the Library facilities.

WHEREAS, the Borough Council finds it in the best interest of the Borough to authorize the Borough to enter into and execute the Temporary Use and Occupancy Agreement with Maha for the use and occupy the approximate 1,500± square foot portion of the building space at the Property for the temporary location of the Library facilities.

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 the Temporary Use and Occupancy Agreement with Maha for the use and occupy the approximate 1,500± square foot portion of the building space at the Property for the temporary location of the Library facilities, pursuant to the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are hereby authorized and directed to sign the Temporary Use and Occupancy Agreement on behalf of the Borough, in the form substantially attached hereto.

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 Temporary Use and Occupancy Agreement.

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

Paul Fischer, Council Member

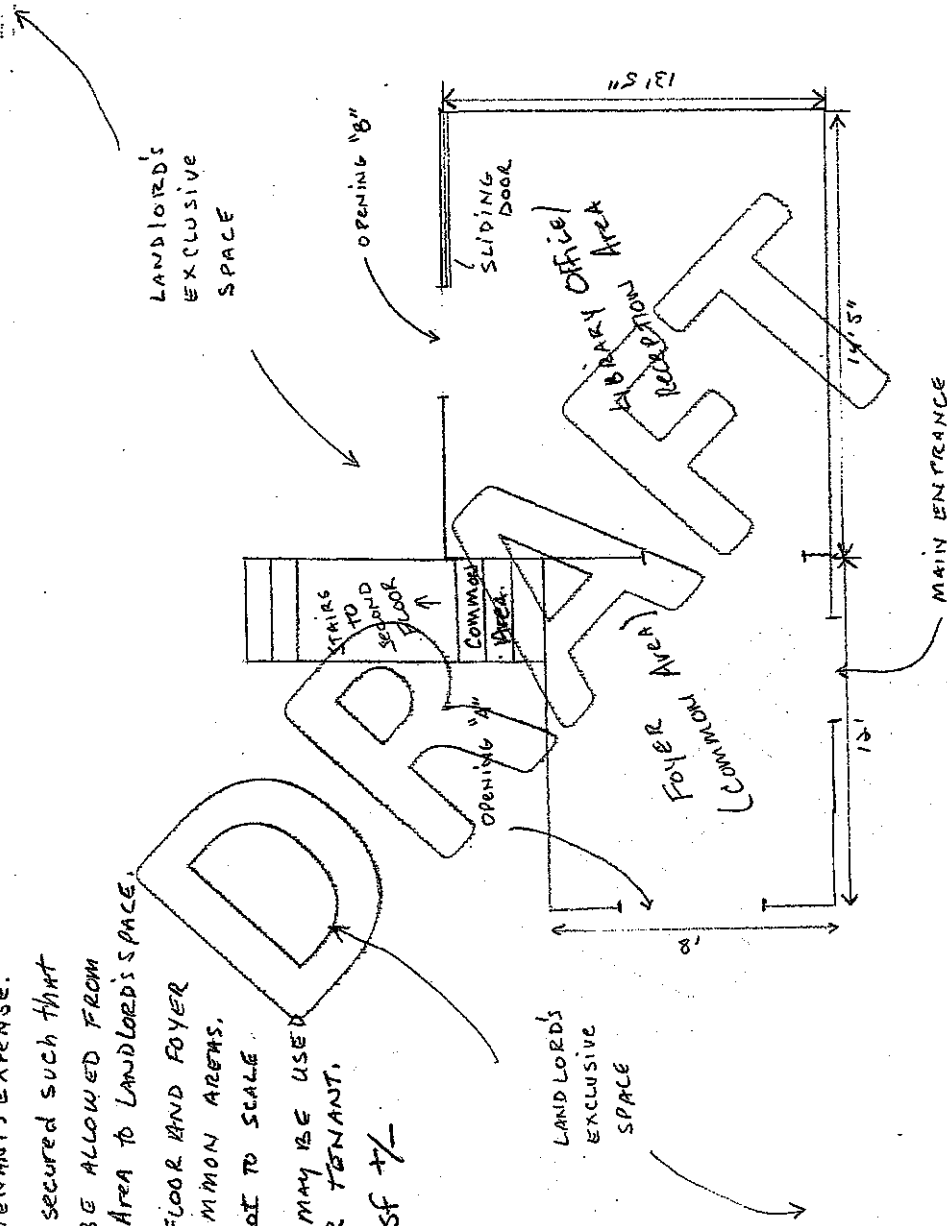
Ronald Jubin, Ph.D., Mayor

ADOPTED: APRIL 18, 2024
INDEX: BOROUGH PROP.
C: J.D., B. HANCE

FIRST FLOOR PLAN
COMMON AREA / RECEPTION AREA

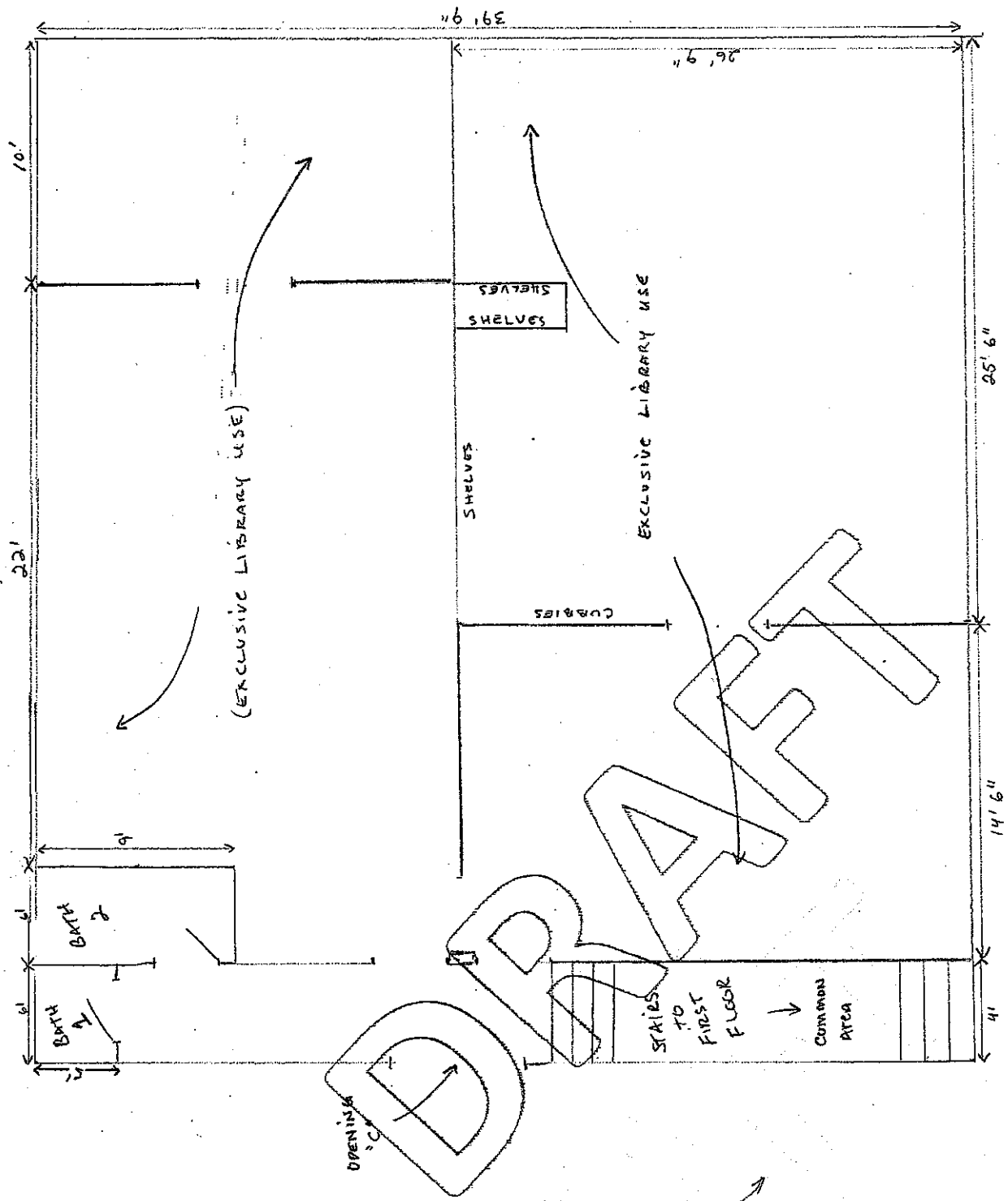
NOTES:

- 1) OPENING "A" - GLASS DOORS TO BE INSTALLED AT TENANT'S EXPENSE.
- 2) OPENING "B" TO BE SECURED SUCH THAT NO ACCESS WILL BE ALLOWED FROM LIBRARY RECEPTION AREA TO LANDLORD'S SPACE.
- 3) STAIRS TO SECOND FLOOR AND FOYER CONSIDERED AS COMMON AREAS.
- 4) THIS DRAWING IS NOT TO SCALE.
- 5) COMMON AREAS MAY BE USED BY LANDLORD OR TENANT.
- 6) Approx 291.75 sf +/-



SECOND FLOOR PLAN

- 1) STAIRS ARE A COMMON AREA
- 2) BATHROOMS ARE COMMON AREAS.
- 3) OPENING "C" - SOLID DOORS TO BE INSTALLED AT TENANT'S EXPENSE.
- 4) THIS DRAWING IS NOT TO SCALE
- 5) COMMON AREAS MAY BE USED BY LANDLORD OR TENANT
- 6) APPROX. 1936 SF. +/-



TEMPORARY USE AND OCCUPANCY AGREEMENT

THIS TEMPORARY USE AND OCCUPANCY AGREEMENT ("Agreement") made as of the _____ day of _____ 2024, by and between:

MAHA AT WATCHUNG, LLC, a limited liability corporation of the State of New Jersey, having its principal offices at 20 Stirling Road, Watchung, New Jersey 07069 ("Maha"), 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 ("Watchung" or "Borough").

Maha and Watchung may be hereinafter referred to collectively or individually as "Party" or "Parties."

WITNESSETH:

WHEREAS, the Borough is renovating the building which houses the Watchung Public Library, a branch of the Somerset County Library Commission (the "Library"), which will require the Borough to close the current Library building for a period of time; and

WHEREAS, the Borough needs to find a temporary location for the Library to operate during the renovation; and

WHEREAS, Maha owns the property adjacent to the Library, identified as Block 44.01, Lot 6, 20 Stirling Road (the "Property"); and

WHEREAS, Maha offered to provide the Borough with approximately 2,227± square feet of building space at the Property for the temporary location of the Library facilities during the renovation of the new library building; and

WHEREAS, the Borough wishes to use and occupy the approximate 2,227± square foot portion of the building space at the Property, as more specifically defined herein, for the temporary location of the Library facilities.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, and other good and valuable consideration, the parties agree:

1. **The Property.** Maha agrees to provide to the Borough and the Borough agrees to utilize and occupy approximately 2,227± square feet of building space for office, meeting and storage use in connection with the temporary location and operation of the Borough's Library at the property identified as Block 44.01, Lot 6, 20 Stirling Road (the "Premises") pursuant to the terms and conditions set forth herein. The final location of the Premises at the Property shall be mutually agreed upon by the Parties, with the proposed layout of the Premises to be utilized for the temporary Library identified in the floor plan attached hereto as **Schedule A**.

2. Use of the Premises. Maha is offering the use and occupancy of the Premises to the Borough, and the Borough is to utilize and occupy the Premises from Maha for the temporary location and operation of the public Library for the Term (as defined herein below) as follows:

a. The Borough shall have continuous exclusive use of the Premises during the Term.

b. The Borough's use of the Premises throughout the Term shall be exclusive for the temporary Library, including, without limitation, office space, storage, public meeting space, and

c. The regular hours of operation of the Library at the Premises shall be as follows: Mondays from 10:00 a.m. to 2:00 p.m.; Tuesday through Thursday from 2:00 p.m. to 6:00 p.m.; and Saturday 10:00 a.m. to 2:00 p.m. In the event the Borough needs access and use of the Premises outside of the regular hours of operation, the Borough shall provide prior notice to Maha of such need at least twenty-four (24) hours prior to such use, and is subject to Maha's approval, which approval shall not be unreasonable withheld.

d. The Borough's use of the foyer, stairs, bathrooms, driveway and parking facilities on the Property in connection with the use of the Premises as herein authorized shall be nonexclusive, and it is intended that the same will be utilized in compliance with the Reciprocal Overflow Parking Easement entered between the Parties.

e. The Parties hereby specifically acknowledge and agree that the Borough's use of the Premises as a temporary location of the Library involves the invitation of members of the public access to the Premises for the full operation of a public library, including the use as a meeting space, and the holding of library programs and events.

3. Public Purpose. The public purpose of this Agreement is for the Borough to utilize the Premises for the temporary location of the Library.

4. Term. The term of this Agreement shall be nineteen (19) months, commencing on May 1, 2024, and terminated on December 31, 2025 or upon the completion of the renovations of the Library building, whichever is sooner (the "Term"). The Term may be extended for a period being the shorter of six (6) months or upon the completion of the renovations of the Library building, whichever is sooner (the "Extension Term"). Any extension of this Agreement shall be governed by the same terms and conditions as set forth herein, unless otherwise agreed upon by the Parties, in writing, as duly authorized by such Party.

5. Consideration. The Borough covenants and agrees to pay Maha as rent and consideration for and during the Term, and the Extension Term if applicable, the amount of Two Thousand, Five Hundred and 00/100 (\$2,500.00) Dollars per month (which equates to a value of \$20.00 per square foot per year) ("Rent"). Maha herein specifically waives the receipt of the Rent for the entire Term, and the Extension Term if applicable, as a donation to the Borough.

6. Security Deposit. No security deposit is required to be deposited with Maha under this Agreement.

7. Construction of Improvements. No permanent alterations or improvements shall be constructed on the Premises by the Borough, unless prior approval is granted by Maha, in writing, and all such plans and drawings for the alterations or improvements have been reviewed and approved by the Maha, and any other required governmental body having jurisdiction over the work and the Property. This Section does not prohibit the Borough from erecting temporary structures for the storage and display of Library material, including books, magazines and other literary material; computers; and meeting space furniture.

8. Use of Property by Maha. The remaining portion of the Property not subject to this Agreement, may be sold, leased, or utilized in any manner whatsoever by Maha in its sole discretion, and the Borough shall not interfere with the use and quiet enjoyment of that portion of the Property. The Borough is aware of and in agreement with the Maha's intention to continue its current use of the remaining portion of the Property.

9. Repairs and Maintenance.

a. Premises. The Borough agrees, at its sole cost and expense, to maintain and repair the Premises pursuant to its use as a public library as set forth herein. If the Borough fails adequately to maintain the Premises, Maha reserves the right after prior written notice to the Borough to enter the Premises and make any and all required maintenance and repairs, upon its own discretion, and the Borough shall be responsible for the prompt reimbursement to Maha for the costs of such maintenance and repair within thirty (30) days from receipt of demand for same by Maha.

b. Driveway and general public parking facilities. Maha shall continue to be responsible for maintenance and repairs of the driveway and parking facilities, including snow removal. The Borough shall not be responsible for usual and customary maintenance and repairs to the driveway and parking facilities; however, it shall be responsible for costs of any damage other than normal wear and tear occasioned wholly or in part by or resulting from any acts or omissions by the Borough, its agents, employees, guests, licensees, invitees or assignees.

10. Signs. Other than signage in the parking lot area directing members of the public to the location of the temporary Library at the Premises, the Borough shall not maintain or display any permanent signs, letters, displays or lights on the Property, unless approved in writing by Maha. At its sole cost and expense, the Borough shall have the right to post and maintain directional or information signs within the Premises; and to post temporary directional or information signs in or within the immediate vicinity of the Premises, provided the posting of said signs does not damage or permanently alter the building or Premises. Maha shall have the right to remove any and all unapproved or unauthorized signs installed by the Borough in or upon the Premises at the Borough's expense.

11. Personnel and Security. The Borough, at its sole cost and expense, is responsible to provide adequate personnel required in conjunction with its use of the Premises as a public library as outlined herein. The Parties acknowledge and agree that no member of the public shall be permitted access to the Premises without Borough personnel being present at the Premises.

12. Equipment. The Borough is solely responsible to provide any desks, chairs or other furniture or equipment required by the Borough for the use of the Premises as a public library. The Borough shall have the right to retain ownership of all such furniture, equipment and other fixtures and furnishings not affixed to the Premises that may be placed or installed by the Borough within the Premises. The Borough shall be permitted, at no additional cost, to utilize any of Maha's tables, chairs or other furniture or equipment located in the Premises, but shall not have the right to retain or remove the same. Maha shall have no obligation to provide any additional furniture or equipment; should the Borough require any additional equipment or furniture in the Premises, the Borough may provide the same at its own cost and expense.

13. Utilities. The Borough shall be solely responsible for any and all utility charges and costs (including, but not limited to, water, sewer, gas, electricity, telephone and internet) relating to its pro rata use of the Premises throughout the Term. The parties acknowledge and agree the Borough's pro rata charges and costs shall be treated as a donation from Maha to the Borough.

14. Compliance with Laws. Prior to, and throughout, the duration of the Term, or any extension thereof, the Borough shall be responsible for complying with all applicable laws, orders and regulations of Federal, State, County and municipal authorities and with any direction of any public officers pursuant to law which shall impose any duty with respect to the Premises.

15. Representations and Warranties of the Borough. The Borough represents and warrants that:

- a. The Borough is a municipal corporation of the State of New Jersey;
- b. The Borough has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement;
- c. The execution, delivery and performance of this Agreement have been duly authorized by the governing body of the Borough;
- d. The Borough shall not cause or permit any waste, damage, disfigurement or injury to the Premises or the improvements thereon during the Term;
- e. The Borough shall maintain the Premises in a clean, neat sanitary condition;
- f. The Borough shall not permit or cause any dumping, disposal, incineration or other burning of any trash, refuse or other material in or about the Premises;
- g. The Borough shall not bring or keep or permit to be brought or kept any inflammable, combustible, explosive or otherwise dangerous or hazardous substance in or about the Premises; and
- h. The Borough shall only conduct lawful use of the Premises

16. Representations and Warranties of Maha. Maha represents and warrants that:

- a. Maha is a limited liability company of the State of New Jersey;

- b. Maha has all requisite power and authority to execute, deliver and perform its obligations under this Agreement; and
- c. The execution, delivery and performance of this Agreement have been duly authorized by members of Maha.

17. Insurance. The Borough agrees to carry Comprehensive General Liability insurance for Bodily Injury and Property Damage in an amount not less than Five Million and 00/100 (\$5,000,000) Dollars per occurrence for the entire Term hereof. The Borough agrees to provide the Maha with Additional Insured status on the aforementioned Comprehensive General Liability policy. A Certificate of Insurance shall be provided by the Borough to Maha with evidence of Additional Insured status, together with a copy of an endorsement or equivalent insurance policy language evidencing the same. The policy shall further provide that Maha will be notified at least thirty (30) days in advance of cancellation or material change in the policy.

18. Indemnification.

a. The Borough shall indemnify and hold harmless Maha from any and all payments, expenses, costs, attorneys' fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occurring in or about the Premises occasioned wholly or in part by or resulting from any acts or omissions by the Borough, its agents, employees, guests, licensees, invitees or assignees, or for any cause or reason whatsoever arising out of by reason of the Borough's use of the Premises, or such injury or damage caused as a result of the failure of the Borough to perform any covenant required to be performed herein; except for claims or injuries caused, in whole or in part, by the willful acts or omissions or negligence of Maha or any of its respective employees or agents.

b. Maha shall indemnify and hold harmless the Borough from any and all payments, expenses, costs, attorneys' fees, and from and for any and all claims and liability for losses or damage to property or injuries to persons occurring in or about the Premises occasioned wholly or in part by or resulting from any acts or omissions by Maha, its agents, employees, guests, licensees, invitees or assignees, or such injury or damage caused as a result of the failure of Maha to perform any covenant required to be performed herein; except for claims or injuries caused; in whole or in part, by the willful acts or omissions or negligence of the Borough or any of its respective employees or agents.

c. The indemnities in this Section shall survive the expiration or earlier termination of this Agreement.

19. Default: The following shall constitute events of default by the Borough under this Agreement (each an "Event of Default"):

- a. Failure to use the Premises as permitted under this Agreement, with such failure continuing for a continuous period of ninety (90) days shall constitute an abandonment or vacancy; or

- b. Failure to timely perform any other material obligations under this Agreement, such as the failure to pay the consideration, or continued existence of any condition which is a violation of the terms and conditions of this Agreement, with such failure continuing for a period of thirty (30) days after the Borough receives written notice from Maha; or
- c. Any assignment, sublet or license of the interests, or any portion thereof, without the express written consent of the Maha; or
- d. In the event the Borough shall be adjudicated as bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Borough for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors, or should the property interests hereunder pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, and same is not cured within thirty (30) days.

20. Remedies for Default: Upon the happening of an Event of Default by either Party, the other Party shall have the right to terminate this Agreement upon written notice to the defaulting Party; along with the right to pursue all other remedies available at law or in equity. In the event that the Agreement is terminated, all rights and interest of the Borough in the Premises, and any alterations or improvements thereon shall cease and expire in the same manner and with the same force and effect as if the date specified in such notice of default was the date originally specified herein for the expiration of this Agreement.

The rights and remedies of each Party set forth herein shall be in addition to any other right and remedy now and hereafter provided by law or in equity. All rights and remedies shall be cumulative and not exclusive of each other, and each Party may exercise its rights and remedies at any time, in any order, and as often as such Party deems advisable without regard to whether the exercise of one right or remedy precedes, concurs with, or succeeds the exercise of another. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or the exercise of other right or remedy from time to time. No delay or omission by either Party in exercising a right or remedy shall waive, exhaust or impair same.

21. Voluntary Termination. Either Party may terminate this Agreement without cause upon at least sixty (60) days prior written notice to the other Party.

22. Right to Enter. At all times Maha, its representatives, contractors, agents, officers or employees, shall have the right after prior written notice to the Borough to enter the Premises at any reasonable time to inspect the Premises as Maha may deem necessary to assure compliance with this Agreement, and to perform any work which Maha undertakes, whether jointly undertaken with the Borough, or made necessary by reason of the Borough's default under the terms and conditions of this Agreement. Prior to conducting any work on the Premises, Maha shall attempt to coordinate with the Borough in order to inspect the Premises to determine the nature, scope and timing of any work that may be required.

23. Quiet Enjoyment. Maha covenants and promises that if the Borough shall duly keep and perform all of the conditions hereof, the Borough shall peacefully and quietly use and enjoy the Premises for the Term in accordance with terms and provisions set forth herein.

24. Surrender of Premises. At the expiration of the Term, or any extension thereof, or upon sooner termination of this Agreement in accordance with the terms herein, the Borough shall surrender the Premises to Maha in at least as good condition as it was at the beginning of the Term, reasonable wear and tear excepted.

25. Assignment. The Borough shall not (1) assign this Agreement, (2) sublet any portion of the Premises, or any interest therein, in whole or in part, (3) license or permit any portion of the Premises, or any interest therein, or (4) mortgage or encumber the Borough's interest in the Premises.

26. Notices. All notices, requests, demands or other communications under or with respect to this Agreement shall be in writing and shall be given by hand delivery, or by fax and regular mail with request for acknowledgment or confirmation of receipt, or by Federal Express or other nationally recognized overnight delivery service providing for receipt against delivery (delivery charges prepaid), or by certified or registered U.S. Mail, postage prepaid, return receipt requested, to the addresses set forth in the preamble hereto and shall be deemed to have been duly given and effective upon the earlier of (i) its actual receipt (or acknowledgment or confirmation of receipt), (ii) the next business day after having been sent by Federal Express or similar nationally recognized overnight delivery service providing for receipt against delivery, delivery charges prepaid, or (iii) three (3) days after having been sent by certified or registered U.S. Mail, return receipt requested, postage prepaid. Any party by written notice to the other party may change the address to which notices may be directed, but such notice shall be deemed duly given and effective only upon actual receipt thereof.

27. Incident Reporting. All accidents or injuries to persons, or any damage to property; occurring as a result of the Borough's use of the Premises pursuant to this Agreement must be reported promptly to Maha. Maha's designated representative to receive the required notice pursuant to this Section shall be:

28. Waiver. The failure of either Party to insist on the strict performance by the other Party of any covenant, term or condition of this Agreement or the failure of any Party to exercise any right or remedy under this Agreement shall not constitute a waiver by such Party of such performance, right or remedy. The acceptance of rent by Maha shall not constitute a waiver of any default, breach or failure to perform the covenants, terms and conditions of this Agreement. All waivers, alterations or modifications of any covenants, terms or conditions of this Agreement must be in writing and signed by both Parties to be valid. A valid waiver shall be strictly construed and shall have no effect on the remainder of this Agreement. A waiver by any Party of a breach or default by the other Party of any provision of this Agreement shall not be deemed to be a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

29. Amendment. This Agreement may not be amended except upon the written consent of both the Borough and Maha.

30. Severability. If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, then such provision and this Agreement shall be deemed and constructed to be modified, or restricted to the extent, and in the manner, that is necessary to render such provision valid and enforceable, or shall be deemed excised from this Agreement, as the case may require.

31. Entire Agreement. This Agreement and the documents referred to herein set forth all of the promises, agreements, conditions and understandings between the Borough and Maha relating to the use and occupancy of the Property described herein, and there is no promise, agreement, condition, or understanding, either oral or written, between the parties relating to the use and occupancy of such Property other than as is herein set forth.

32. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Township and the Borough and their respective successors and assigns.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same document. The transmission by facsimile or scan of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

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:

MAHA AT WATCHUNG, LLC

Name:
Title:

By: _____
Name:
Title:

Dated: _____, 2024

ATTEST:

BOROUGH OF WATCHUNG

Name: Edith Gil
Title: Township Clerk

By: _____
Name: Ronald Jubin
Title: Mayor

Dated: _____, 2024

STATE OF NEW JERSEY)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2024, _____ (name of attesting witness) personally came before me acknowledged under oath, to my satisfaction, that:

- a) this person is the _____ (title of attesting witness) of **MAHA AT WATCHUNG, LLC**, the entity named in this document;
- b) this person is the attesting witness to the signing of this document by the proper officer who is _____ (name), the _____ (title) of the entity;
- c) this document was signed and delivered by the entity as its voluntary act duly authorized by a proper resolution;
- d) this person signed this proof to attest to the truth of these facts.

Name: _____
Title: _____

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

Name:
Title:

STATE OF NEW JERSEY
COUNTY OF SOMERSET

I CERTIFY that on _____, 2024, Edith Gil personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **BOROUGH OF WATCHUNG**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Ronald Jubin, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name: Edith Gil
Title: Borough Clerk

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

Name:
Title:

DRAFT

SCHEDULE A

FLOOR PLAN OF THE PREMISES

DRAFT

**BOROUGH OF WATCHUNG
ORDINANCE: 24/05**

**ORDINANCE ESTABLISHING REGULATIONS ON THE PRIVATE
STORAGE OF SALT THROUGHOUT THE BOROUGH IN COMPLIANCE
WITH NJDEP STORMWATER REGULATIONS.**

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. The Code of the Borough of Watchung is hereby supplemented and amended to establish and create new Chapter 23B to be entitled "Privately-Owned Salt Storage – Stormwater Protection" to read as follows:

Chapter 23B, Privately-Owned Salt Storage – Stormwater Protection.

§23B-1. Purpose.

The purpose of this Chapter is to prevent stored salt and other solid de-icing materials from being exposed to stormwater. This Chapter establishes requirements for the storage of salt and other solid de-icing materials on properties not owned or operated by the municipality (privately-owned), including residences, in the Borough of Watchung to protect the environment, public health, safety and welfare, and to prescribe penalties for failure to comply.

§23B-2. Definitions:

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "De-icing materials" means any granular or solid material such as melting salt or any other granular solid that assists in the melting of snow.
- B. "Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.
- C. "Storm drain inlet" means the point of entry into the storm sewer system.

D. "Permanent structure" means a permanent building or permanent structure that is anchored to a permanent foundation with an impermeable floor, and that is completely roofed and walled (new structures require a door or other means of sealing the access way from wind driven rainfall).

A fabric frame structure is a permanent structure if it meets the following specifications:

- (1) Concrete blocks, jersey barriers or other similar material shall be placed around the interior of the structure to protect the side walls during loading and unloading of de-icing materials;
- (2) The design shall prevent stormwater run-on and run through, and the fabric cannot leak;
- (3) The structure shall be erected on an impermeable slab;
- (4) The structure cannot be open sided; and
- (5) The structure shall have a roll up door or other means of sealing the access way from wind driven rainfall.

E. "Person" means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

F. "Resident" means a person who resides on a residential property where de-icing material is stored.

§23B-3. Deicing Material Storage Requirements:

A. Temporary outdoor storage of de-icing materials in accordance with the requirements below is allowed between October 15th and April 15th:

- (1) Loose materials shall be placed on a flat, impervious surface in a manner that prevents stormwater run-through;
- (2) Loose materials shall be placed at least 50 feet from surface water bodies, storm drain inlets, ditches and/or other stormwater conveyance channels;
- (3) Loose materials shall be maintained in a cone-shaped storage pile. If loading or unloading activities alter the cone-shape during daily activities, tracked materials shall be swept back into the storage pile, and the storage pile shall be reshaped into a cone after use;
- (4) Loose materials shall be covered as follows:

- a. The cover shall be waterproof, impermeable, and flexible;
 - b. The cover shall extend to the base of the pile(s);
 - c. The cover shall be free from holes or tears;
 - d. The cover shall be secured and weighed down around the perimeter to prevent removal by wind; and
 - e. Weight shall be placed on the cover(s) in such a way that minimizes the potential of exposure as materials shift and runoff flows down to the base of the pile.
 1. Sandbags lashed together with rope or cable and placed uniformly over the flexible cover, or poly-cord nets provide a suitable method. Items that can potentially hold water (e.g., old tires) shall not be used;
 - f. Containers must be sealed when not in use; and
 - g. The site shall be free of all de-icing materials between April 16th and October 14th.
- B. De-icing materials should be stored in a permanent structure if a suitable storage structure is available. For storage of loose de-icing materials in a permanent structure, such storage may be permanent, and thus not restricted to October 15 - April 15.
- C. All temporary or permanent structures for the storage of de-icing materials must meet the required setbacks for the zone in which the facility is located.
- D. The property owner, or owner of the de-icing materials if different, shall designate a person(s) responsible for operations at the site where these materials are stored outdoors, and who shall document that weekly inspections are conducted to ensure that the conditions of this ordinance are met. Inspection records shall be kept on site and made available to the municipality upon request.
- (1) Residents who operate businesses from their homes that utilize de-icing materials are required to perform weekly inspections.

§23B-4. Exemptions:

Residents may store de-icing materials outside in a solid-walled, closed container that prevents precipitation from entering and exiting the container, and which prevents the de-icing materials from leaking or spilling out. Under these circumstances, weekly inspections are not necessary, but repair or replacement of damaged or inadequate containers shall occur within 2 weeks.

If containerized (in bags or buckets) de-icing materials are stored within a permanent structure, they are not subject to the storage and inspection requirements in Section 400-28 above. Piles of de-icing materials are not exempt, even if stored in a permanent structure.

This ordinance does not apply to facilities where the stormwater discharges from de-icing material storage activities are regulated under another NJPDES permit.

§23B-5 Enforcement:

This Chapter shall be enforced by the Zoning Officer during the course of ordinary enforcement duties.

§23B-6 Violations and Penalties:

Any person(s) who is found to be in violation of the provisions of this Chapter shall have seventy-two (72) hours to complete corrective action. Repeat violations and/or failure to complete corrective action shall result in fines as outlined in Section 1-5.

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:
Published:
Adopted:

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor

DRAFT

**BOROUGH OF WATCHUNG
ORDINANCE: 24/06**

**ORDINANCE ESTABLISHING AN ADVISORY COMMITTEE ON
SUSTAINABLE PRACTICES TO BE KNOWN AS THE GREEN TEAM.**

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 2-44 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 advisory committee on sustainable practices known as the “Green Team” to read as follows:

Chapter 2. Administration.

Article V. Boards, Committees, and Commissions

§2-44. ~~(Reserved)~~ Green Team Advisory Committee

§2-44.1. Purpose; Established.

In order to assist the Borough of Watchung to be more environmentally and “green” friendly, and preserve and promote the Borough’s sustainable and “green” practices, economically, socially and environmentally, there is hereby established and created an advisory committee on sustainable and “green” practices to be known as the “Green Team Advisory Committee” of the Borough of Watchung.

§2-44.2. Appointments; Membership; and Qualifications.

- A. The Green Team Advisory Committee so created shall consist of seven (7) total members, who shall be employees and/or residents of the Borough. All members 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 sustainable practices and environmental preservation.
- B. The terms of membership shall be for a term of three (3) years. 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 Green Team Advisory Committee shall be staggered so that no more than 3 members are to be appointed/reappointed in any year.

- C. In January of each year, the Green Team Advisory Committee shall select from its members one member to serve as its Chairperson, one member to serve as its Vice Chairperson, and one person to serve as its Secretary, who shall all served for a period of one year.
- D. 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.
- E. All members and officers of the Green Team Advisory Committee shall serve without compensation.
- F. The Mayor may elect a liaison from the Borough Council, with the advice and consent of the Council, to the Green Team Advisory Committee.

§2-44.3. Powers and Duties.

- A. The Green Team Advisory Committee shall perform the following functions and duties:
 - 1. Review and advise the Mayor and Borough Council on green initiatives and environmental impacts to the community from ordinances, zoning, regulations and administrative functions of the Borough government;
 - 2. Make recommendations for changes to Borough ordinances and/or policies that would assist with the Borough's economic, social and environmental sustainability, and advise of the best practices that promote such activity;
 - 3. Conduct community and educational programs studies to promote sustainable energy and responsible waste management practices;
 - 4. Assist the Borough in achieving certifications from Sustainable Jersey, including any and all required registration with Sustainable Jersey or other similar State program;
 - 5. Advise the Mayor, Borough Council, and administration on the availability of grant programs and economic initiatives relating to sustainable practices; and
 - 6. Make recommendations to the Mayor and Borough Council with regard to any purchase or contract for the promotion of sustainable practices 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;
 - 7. Carry out other related duties as may be assigned from time to time by the Borough Council.

8. Make 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 Green Team Advisory Committee shall not have any powers or authorities other than those set forth herein. Specifically, the Committee shall not have the power or authority to expend public funds, pledge the credit of the Borough or enter into contracts on behalf of itself or the Borough.

§2-44.4. Meetings.

- A. As an advisory committee, meetings of the Green Team Advisory Committee is not subject to the Open Public Meetings Act; however, is encouraged to obtain input from the public in a manner as the Committee deems appropriate for the circumstances.
- B. The Green Team Advisory Committee shall keep accurate minutes of its meetings and activities; and approved minutes shall be filed with the Borough Clerk.
- C. A majority of the membership of the Committee shall constitute a quorum for the holding of a meeting of the Committee.

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: DAHL
Passed:
Published:
Adopted:

ATTEST:

Edith Gil, Borough Clerk

BOROUGH OF WATCHUNG

By: _____
Ronald Jubin, Mayor

DRAFT

**BOROUGH OF WATCHUNG
ORDINANCE NO: 24/07**

**ORDINANCE AMENDING APPENDIX A OF THE BOROUGH CODE TO
UPDATE AND AMEND THE RULES OF THE COUNCIL WITH REGARD
TO COUNCIL MEETINGS.**

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. Appendix A entitled "Rules of Council, Ordinances" of the Code of the Borough of Watchung, is hereby supplemented and amended to read as follows: [New language in **bold and underlined**; deleted language in ~~double strikethrough~~]

Appendix A. Rules of the Council, Ordinances

Part I. Rules of Order of the Mayor and Council

Rule 1. Location and Time of Annual and Regular Meetings.

Pursuant to N.J.S.A. 40:45A-1, the date and time of the annual organization or reorganization meeting is scheduled for any day during the first week in January. The date of the annual organization or reorganization meeting shall be set by Resolution of the Mayor and Council during the prior December and notice of that meeting shall be given pursuant to applicable law.

Regular meetings, with the exception of the months of July and August, shall be held on the first and third Thursday, and there shall be one (1) meeting during July and August as scheduled in the Annual Meeting Notice. All meetings shall commence at 7:30 p.m. at the Council chambers unless another time or place is fixed by Resolution of the Mayor and Council or in the call for the meeting. When the first or third Thursday falls on a holiday, the regular meeting for that month shall be held on the Monday before or the Monday following.

Rule 2. Annual Meeting: Adoption of Rules of Order; Election of President of the Council.

At the annual reorganization meeting of the Council, the Council shall elect, by majority vote of all its members, one (1) of its members to act as President of the Council for the ensuing year. The President of the Council shall, in the absence of the Mayor from the Borough and in accordance with law, perform the duties of the Mayor. If the President of the Council is unable to perform the

duties of the Acting Mayor, then the member of Council with the longest term of service may act temporarily for the President of the Council.

Rule 3. Call to Order.

The Council shall be called to order by the Mayor or, in his absence, by the President of the Council or, in the absence of both, by the member of the Council with the longest term of service.

Rule 4. Quorum.

A quorum shall consist of three (3) Councilmembers and the Mayor or, in the absence of the Mayor, four (4) Councilmembers shall constitute a quorum for transacting business.

Rule 5. Order of Business.

The regular order of business shall be as follows:

- a. Salute to the flag and a moment of silence for our service men and women serving at home and abroad.
- b. Roll call by the Clerk.
- c. Special presentations, if any.
- d. Reports of standing committees as follows:
 1. Administration and Finance
 2. Police
 3. Public Works/Buildings and Grounds
 4. Public Affairs
 - i. Environmental
 - ii. Recreation
 - iii. Historical
 - iv. Board of Health
 5. Fire
 6. Laws/Ordinances
- e. Reports of Borough officers and special committees
- f. Public portion, Agenda items only
- g. Unfinished Business
- h. New Business, Consent Agenda, Correspondence
- i. Consent Agenda Resolutions
- j. Non-Consent Agenda Items
- k. Public portion, general discussion
- l. Executive Session, if necessary
- m. Adjournment

Notwithstanding the foregoing, the Mayor or presiding officer may amend the Order of Business at a Council meeting to preserve order and decorum or to provide an accommodation to a Borough official or member of the public.

Rule 6. Calls for Special Meetings.

The Mayor shall, when necessary or advisable, call special meetings of the Council. In case of his neglect or refusal, any four (4) members of the Council may call such meeting by notice in writing addressed and delivered to the Borough Clerk. In all cases of special meetings, the call shall state the purpose for which such special meeting shall be called, and the time, which shall be not less than three (3) days after delivery to the Borough Clerk, and the place at which it shall be held. The Clerk shall give written notice of such special meeting to each member of the Council, specifying the time, place and purpose of such special meeting, and such notice shall be addressed and delivered to each member personally, or left at his/her residence at least two (2) days before the time fixed for such meeting, or provide same by way of e-mail. Presence of any member at such meeting without compliance with the requirements of this Rule as to notice shall constitute a waiver by such member of said requirements.

Rule 7. Standing Committees.

- a. The standing committees of the Council shall consist of three (3) members each, appointed by the Mayor, and the members shall serve at the discretion of the Mayor. The standing committees shall be as follows:
1. Administration and Finance
 2. Police
 3. Public Works/Buildings and Grounds
 4. Public Affairs
 5. Fire
 6. Laws/Ordinances
- b. Members of any committee shall rank in the order which they are named by the Mayor, and, in the absence of the Chairman, the ranking member present shall act as Chairman of the committee.
- c. The duties of the above committees shall in general be as follows:
1. Administration and Finance:
 - (a) Council
 - (b) Administrator
 - (c) Clerk
 - (d) Tax Collector
 - (e) Tax Assessor
 - (f) Library
 - (g) Welfare
 - (h) Finance
 - (i) Budget
 - (j) Audit
 - (k) Insurance
 - (l) Employees' bonds
 - (m) Contributions
 - (n) Miscellaneous clerical salaries
 2. Police:
 - (a) Police Department

- (b) Municipal Court
 - (c) Court Administrator
 - (d) Police salaries
 - (e) Pension fund
 - (f) Police equipment
 - (g) Recommendation of Rules and regulations of Police Department
 - (h) Traffic and Beautification Committee
 - (i) Community Service
3. Public Works Buildings and Grounds:
- (a) Maintenance of roads
 - (b) Snow removal
 - (c) Streetlights
 - (d) Sewer operation
 - (e) Engineering Department
 - (f) State aid roads
 - (g) Road Department salaries
 - (h) Road equipment
 - (i) Roads
 - (j) Recreation areas
 - (k) Sewers
 - (l) Buildings and grounds
 - (m) Solid Waste
4. Public Affairs:
- (a) Board of Health
 - (b) Zoning Official
 - (c) Board of Adjustment
 - (d) Environmental Commission
 - (e) Recreation Commission
 - (f) Historical Committee
5. Fire:
- (a) Fire hydrants
 - (b) Fire Department
 - (c) Fire equipment
 - (d) Fire inspection
 - (e) Fire Safety Official
 - (f) Construction Official
 - (g) Office of Emergency Management
6. Laws/Ordinances:
- (a) Legal
 - (b) Planning Board

Rule 8. Nonstanding and Special Committees.

The Mayor shall appoint such other nonstanding committees or special committees, comprised of members and/or citizens as he shall deem advisable; and all members of all committees shall be appointed by the Mayor, or, in his absence, by the presiding officer for the time being. The Council

may also establish a nonstanding committee or special committee by way of ordinance, with the term of membership and appointments to be set forth in said ordinance.

Rule 9. Preservation of Order and Decorum; Questions of Order.

The Mayor or presiding officer shall preserve order and decorum, and shall decide all questions of order, subject to an appeal to the Council.

Rule 10. Method of Speaking.

Every member shall address the Chair while speaking.

Rule 11 Divisions of the Question.

Any member may call for a division of the questions if two (2) or more distinct propositions be therein involved, either of which may stand on its own merits.

Rule 12. Motions When a Question is Under Consideration.

When a question is under consideration, no motion shall be entertained, except to adjourn, to lay on the table the previous question, to postpone indefinitely, to postpone to a stated time, to recommit, to refer to a committee or to amend, which motions shall have precedence in the order in which they are mentioned.

Rule 13. Reconsideration of a Question.

Any member having voted with the majority on any question may move for a reconsideration thereof at the same or any regular meeting; but no motion for a reconsideration shall be taken a second time on the same question, except by unanimous consent.

Rule 14. Speaking More Than Once on the Same Question.

No member shall speak more than twice on the same question without leave of the Mayor or Council, nor more than once until every member desiring to speak shall have spoken.

Rule 15. Introduction or Withdrawal of Motions and Resolutions.

All Resolutions, if required by the Mayor or presiding officer or a member, shall be reduced to writing. Oral motions shall be permitted provided the oral motion is reduced to writing and presented to the Council for memorialization at its next regularly scheduled meeting. All motions, when seconded and stated from the Chair, shall be open for discussion. No motion or Resolution can be withdrawn after it shall have been amended or decided.

Rule 16. Amendments Restricted to Subject Under Consideration.

No matter foreign to the subject under consideration shall be received under cover of an amendment of the same.

Rule 17. Members Present Required to Vote Unless Excused.

Every member who shall be present when the question is put shall vote for or against the same. Any member who desires to abstain must, prior to any discussion on the measure, seek to be excused from the vote by a vote of the Council. If the Council excuses that member, then the member shall step down and not participate in the discussion or vote.

Rule 18. Recording of Votes.

The yeas and nays may be called for by the Mayor or presiding officer or any member, in which case the names of the members voting shall be recorded on the minutes. On every Resolution appropriating money, the Resolution may be placed on the Consent Agenda and the yeas and nays on the Consent Agenda shall be called and recorded on the minutes.

Rule 19. Calling of Members to Order.

A member called to order shall immediately comply, unless permitted to explain, and the Council, if appealed to, shall decide on the case. If there be no appeal, the decision of the Chair shall be binding.

Rule 20. Departure From Regular Order of Business; Suspension of Rules.

No departure from the regular order of business and no suspension of any Rule shall be allowed, except at the discretion of the presiding officer.

Rule 21. Substitution When Presiding Officer Leaves the Chair.

Whenever the presiding officer may wish to leave the Chair, the presiding officer shall have power to substitute a member as the presiding officer, but no such substitution shall continue beyond the meeting at which it is made.

Rule 22. Recognition of Members for Speaking.

Whenever two (2) or more members wish to be recognized, the presiding officer shall name the member who is first to speak.

Rule 23. Committee Reports.

Committees appointed to report on any subject referred to them by the Mayor or the Council shall report the facts in writing or verbally, as directed by the Mayor, in relation to the subject referred, and shall attach to said report all resolutions, petitions, remonstrances and other papers relative to the subject of the report. A minority of any committee may submit a report. The Council standing

committees may report to the Mayor and Council in writing or orally, at the discretion of the Committee Chair.

Rule 24. Mayor Ex Officio Member of Committees.

The Mayor shall be ex officio a member of all committees, but a majority of the members of such committee, exclusive of the Mayor, shall be sufficient to agree upon a report.

Rule 25. Purchase Orders for Claims.

Purchase orders for claims against the Council shall be provided by and furnished to claimants on application at the office of the Chief Financial Officer, and no claims shall be received by the Council unless the same be made out on the appropriate purchase orders and verified under oath.

Rule 26. Robert's Rules of Order to Govern.

Robert's Rules of Order may provide guidance to the Council on all points not provided for herein.

Rule 27. Amendment of Rules; Breaking of Tied Votes.

These Rules shall not be altered, amended, repealed or added to except at a meeting of the Council and by a majority vote of the entire Council, except that if the entire Council shall divide evenly on the question of alteration, amendment, repeal or addition, the Mayor shall have a vote to break the tie.

Rule 28. Repeal of Previous Rules.

All and every previous Rule or Rules at any time heretofore adopted by this Council are hereby abrogated, and the Rules hereby adopted shall, until changed by subsequent action, be the only Rules of this Council.

Rule 29. Time Limit for Items for Agenda.

No communication, report, petition or matter of any nature may be considered by the Mayor and Council at its next regular meeting unless it was received by the Borough Clerk no later than noon (12:00 p.m.) of the Friday prior to the meeting, if it be a regular meeting date, unless such matter is of an emergent nature that requires immediate Council consideration, which emergent status shall be determined by the Mayor. Nothing herein shall prohibit a member of the Council from raising a discussion item or from making a motion on the dais during a meeting.

Rule 30. Filing Minutes and Reports of Boards and Committees.

The minutes and reports of all Borough boards, committees and officers are to be incorporated in the Borough Council minutes by reference thereto and are to be filed and indexed by the Borough Clerk for future reference.

Rule 31. Public Portion; Public Comment.

The public shall be provided an opportunity to address the Mayor and Council during public portions of all Borough Council meetings in compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq. The Mayor or presiding officer shall determine the method and order for public comment during each public portion of the agenda. During each public portion, members of the public shall be provided three (3) minutes to speak, with attorneys representing individual(s) or group(s) being provided five (5) minutes, unless otherwise extended by the Mayor or presiding officer. No member of the public shall speak more than twice during each public portion, nor more than once until every other member of the public desiring to speak had an opportunity to have spoken, unless otherwise permitted by leave of the Mayor or presiding officer. Members of the public are not permitted to yield their time to speak to any other person(s).

Part II. Procedures for Adoption of an Ordinance.

The adoption of all ordinances shall comply with the procedural requirements of N.J.S.A. 40:49-1, *et seq.*, and N.J.S.A. 40A:60-1, *et seq.*, including all additional requirements that may be applicable pursuant to New Jersey law, including, without limitation, the required Planning Board review and notice requirements of the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.* The general procedures for the adoption of an ordinance shall be as follows.

First Reading.	
Councilmember:	Mayor, I move the adoption of an ordinance concerning [subject matter or title of ordinance] on first reading and authorize and direct the Clerk to advertise a public hearing, in accordance with law.
	(Roll call on ordinance.)

Final Adoption.	
Councilmember:	Under Unfinished Business: Mayor, I call up for second reading an ordinance concerning [subject matter or title of ordinance] and move to open the public hearing on the ordinance.
	(Public hearing is held.)
	(Public hearing is closed.)
Councilmember:	Mayor, I move the public hearing be closed, this ordinance be adopted on second reading, and to authorize and direct the Clerk to advertise the adoption in accordance with law.
	(Roll call vote on ordinance.)

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: DAHL
Passed:
Published:
Adopted:

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor

**BOROUGH OF WATCHUNG
ORDINANCE: 24/08**

**ORDINANCE AMENDING THE RECREATION COMMISSION FEES
FOR THE BOROUGH'S SUMMER CAMP PROGRAM.**

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 2-44 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 advisory committee on sustainable practices known as the "Green Team" to read as follows: [New language **bold and underlined**; deleted language in ~~double strikethrough.~~]

Chapter 2. Administration.

Article VIII. Fees for Municipal Services

§2-63. Recreation Commission Fees.

§2-63.1. Recreational Field Use.

The Recreation Commission is authorized to collect a fee, ~~such fee to be set by resolution,~~ from each **individual, organization or entity** ~~group/company~~ requesting use of the fields in the Borough of Watchung, **which fee shall be set by resolution.** Such resolution shall be kept on file with the Borough Clerk.

§2-63.2. Summer Camp Program.

The Recreation Commission is authorized to collect a fee for the operation of the Summer Camp Program, which fee shall be set by resolution. Such resolution shall be kept on file with the Borough Clerk. When the Summer Camp Program utilizes an outside vendor, or the use of sites or facilities that are outside the control or ownership of the Borough, any additional costs associated with such sites, facilities or vendors shall be incorporated into the Summer Camp Program fee herein established.

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: FISCHER
Passed:
Published:
Adopted:

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor

**BOROUGH OF WATCHUNG
ORDINANCE: 24/09**

**ORDINANCE ESTABLISHING REGULATIONS ON ILLEGAL DUMPING
THROUGHOUT THE BOROUGH.**

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. Chapter 15 entitled "Garbage and Waste" of the Code of the Borough of Watchung is hereby supplemented and amended to establish new Section 15-3 to be entitled "Illegal Dumping" to read as follows:

§15-3. ILLEGAL DUMPING.

§15-3.1. Dumping Prohibited.

It shall be unlawful for any person to: dump, deposit, place or throw, or cause to permit to be dumped, deposited, placed or thrown, upon any property belonging to another person, without express permission of such owner, any barrels, boxes, cans, bottles, glasses, papers, or containers broken or otherwise susceptible of holding or containing liquids of any junk, garbage, rubbish, live or dead vegetation, grass, leaves, trees, branches, stumps, castoff building materials, soil, offal, or other offensive or unsightly matter.

§15-3.2. Owner of Land Where Material is Dumped.

It shall be unlawful for any owner, lessee or occupant of any lot or land to dump, deposit, place or throw, or permit to be dumped thereon, or allow to accumulate thereon, and fail to remove within five (5) days after the service of the notice hereinafter provided for in Section 15-3.5, any barrels, boxes, cans, bottles, glasses, papers or containers, broken or otherwise susceptible of holding or containing liquids; or any obnoxious growths, filth, junk, garbage, rubbish, dead vegetation, leaves, discarded building materials, sewerage, offal, trash, debris, or other offensive or unsightly matter.

§15-3.3. Brush, Weeds and Other Vegetation.

It shall be unlawful for any owner, lessee, or occupant of any lot or land to permit or maintain on such lot or land, within a distance of 200 feet of any building, sidewalk, public place or the curblineline of any street, any growth of weeds, grass or brush to a height of six inches or more, or any dead or dying trees, stumps, roots or other rank vegetation, and failure to remove such items within ten days after service of notice is hereinafter provided in Section 15-3.5.

§15-3.4. Accumulation of Water.

It shall be unlawful for any owner, lessee or occupant of any lot to maintain thereon any ingraded excavation, or any excavation in which water may become stagnant, and continue such condition in excess of ten (10) days after service of the notice hereinafter provided in Section 15-3.5.

§15-3.5. Notice; Removal by Borough; Costs.

- a. In the event that the owner, lessee or occupant of lands fails to remove the substance or correct the condition prescribed as unlawful in this Section 15-3 within five (5) days after the notice to remove or remedy the same, and the Code Official having determined that the same is necessary and expedient for the preservation of the public health, safety and general welfare, or to eliminate a fire hazard, the Code Official or his/her designee may cause the substance to be removed or the condition to be corrected and the cost thereof, plus an administrative fee of 15%, to be certified to the Council, which shall examine the certificate and if found to be correct adopt a resolution certifying the amount and authorizing said amount to be charged against said lands. The administrative fee shall be subject to a minimum amount of \$500.00. The amount charged shall thereupon become a lien upon said lands and shall be added to and become a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as unpaid taxes, and shall be collected and enforced by the same officer and in the same manner as real estate taxes. The notice herein provided for shall be in writing and shall be served upon a resident of Watchung personally, or by leaving it at his or her usual place of abode, and shall be served upon a nonresident of Watchung by mailing the same to his or her last known address as shown on the tax records. This remedy shall be in addition to the penalties hereinafter provided.
- b. Any and all administrative fee amounts collected as a result of this section shall be used exclusively for the replacement of materials and equipment utilized by the Code Official for the purposes of enforcement of this section and shall be held in trust by the Borough's Chief Financial Officer for that purpose.

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:
Published:
Adopted:

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor

**BOROUGH OF WATCHUNG
ORDINANCE: 24/10**

**ORDINANCE AMENDING THE BOROUGH'S REGULATIONS AND
PERMITTING REQUIREMENTS FOR THE IMPORTING AND
REMOVAL OF SOIL AND FILL IN THE BOROUGH.**

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. Chapter 23 entitled "Soil and Soil Removal" of the Code of the Borough of Watchung is hereby supplemented and amended to read as follows: [New language **bold and underlined** and deleted language ~~double strikethrough.~~]

CHAPTER 23. Soil Importing and Soil Removal.

§23-1. SOIL REMOVAL.

§23-1.1. Purpose for Regulations.

The purpose of this section is to regulate and control the relocation, filling, excavation and removal of soil in the Borough. The Mayor and Council hereby finds and determines that the unregulated and uncontrolled relocation, filling, excavation and removal of soil is detrimental to the public safety, health, general welfare and proper development of the Borough, and constitutes a deterrent to the general purposes of municipal planning of the Borough. The lack of control and regulation would result in serious and irreparable damage to the public welfare by reason of soil erosion, inadequate and improper surface water drainage, the impairment of the fertility of the soil, the removal of lateral support of abutting streets, lands and premises, the creation of dangerous depressions or pits, the deterioration of property values and the rendering of land unfit or unsuitable to its most appropriate uses.

§23-1.2. Definitions.

As used in this section:

MOVE

Shall mean to dig, excavate, remove, grade, regrade, level or otherwise alter or change the location or contour, to transport or to supply. This term shall not be construed to include plowing, spading, cultivating, harrowing or discing of soil, or any other operation usually and ordinarily associated with the tilling of soil for agricultural or horticultural purposes.

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SOIL

Shall mean any earth, topsoil, sand, clay, loam, gravel, humus or dirt, without regard to the presence or absence therein of organic matter.

§23-1.3. Permit Required.

No person, firm or corporation shall move, or cause, allow, permit or suffer to be moved or relocated, any soil in excess of 50 cubic yards from, in, or upon any land in the Borough, unless and until a soil permit shall first have been issued by the Mayor and Council.

§23-1.4. Certain Construction Projects Exempted.

No soil permit shall be required in connection with the construction, alteration, addition to or repairing of any building erected or hereafter to be erected on any land, or the excavation, filling, landscaping or grading incidental to the use of such building on the land, including the installation, repair or replacement of a sanitary system used in connection therewith, provided that the finished grade on such land after completion of the work shall not be lowered to a point more than six inches higher than the crown of the road abutting the property upon which such building shall be located. Further, any holes left as the result of excavation shall not be filled with stones, boulders, debris or stumps unless they are covered with at least three feet of soil. In no case shall any soil be moved under the provisions of this section prior to the issuance of a building permit.

§23-1.5. Issuance of Permits.

The Mayor and Council may, upon written application, grant permits for relocation, filling, excavation or removal of soil or other purposes, provided the granting of such application by the Mayor and Council does not create conditions inimical to the public health, welfare and safety and will not result in the creation of sharp declivities, pits or depressions and soil erosion and inadequate and improper surface water drainage, depressed land values, drainage or sewerage problems or other conditions or dangers.

§23-1.6. Applications for Permits.

The application shall be made in writing to the Mayor and Council and filed with the Borough Clerk. The application shall set forth in detail the nature of the proposed relocation, filling, excavating or removal of soil, describe the premises and define the purposes, and shall be accompanied by a contour map of the premises showing present contour lines, proposed contour lines and grades of abutting streets and lands. The applicant shall also submit such other pertinent data as the Mayor and Council may require.

§23-1.7. Hearings on Applications.

Upon written request of any applicant, the Mayor and Council shall grant the applicant a hearing prior to making a determination of the disposition of the application. At the hearing, which shall be held within two weeks from the date of the filing of the application with the Borough Clerk, the

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applicant may present such evidence as he desires in support of his application. In determining the disposition of each application, the Mayor and Council shall take into consideration soil erosion, drainage, soil fertility, lateral support slopes and grades of abutting streets, land values and uses, and such other factors as may bear upon or relate to the coordinated, adjusted and harmonious physical development of the Borough.

§23-1.8. Surety Bond Required.

Before any permit or permission for soil removal shall be granted or issued, the owner or applicant shall file with the Mayor and Council a bond in acceptable form and acceptable surety and in sufficient amount to ensure the faithful performance of the work to be undertaken pursuant to the permission granted in accordance with the provisions of this section.

§23-1.9. Application and Removal Fees.

- a. Applicants for permits shall submit, together with their applications, an application fee of \$50 to cover the costs of reviewing and issuing the permit.
- b. Permittees shall, within 30 days after concluding work authorized by a particular permit, pay to the Borough the sum of three (\$0.03) cents for every cubic yard of soil removed. The total amount of soil removed shall be verified by the Borough Engineer or such other person who may be so authorized by the Mayor and Council.

§23-1.10. Violations and Penalties.

Any person who violates any provision of this section shall, upon conviction, be subject to a penalty as stated in Chapter 1 Section 1-5, General Penalty.

§23-2. IMPORTING OF SOIL/FILL.

§23-2.1. Purpose for Regulations.

The purpose of this section is to regulate and control the importation and deposition of soil and fill into the Borough. The Mayor and Council hereby finds and determines that the unregulated and uncontrolled importation of soil and fill into the Borough is detrimental to the public safety, health, general welfare and proper development of the Borough. The lack of control and regulation could result in serious and irreparable damage to the public welfare by reason of the importation of contaminated soil or fill into the Borough. The adoption and enforcement of this Section does not exempt an applicant from other required local, State or Federal approvals or local Soil Conservation District requirements regarding the acceptability and placement of soil/fill materials.

This Section does not apply to soil/fill imported for the purposes of remediation pursuant to the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS, N.J.A.C. 7:26C) and Technical Requirements for Site Remediation (N.J.A.C. 7:26E).

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ORDINANCE: 24/10

operation and/or closure of sanitary landfills (N.J.A.C. 7:26), or dredge repository sites approved by State or Federal agencies.

§23-2.2. Definitions.

For purposes of this Section, the terms used herein are defined as follows:

ACCEPTABLE SOIL/FILL

Non-water-soluble, non-decomposable, inert solids such as soil, subsoil, topsoil, sand, clay, loam, gravel, humus, rock, free of construction/demolition debris, garbage, refuse, or sludge and not containing concentrations of one or more contaminants that exceed the DEP's Residential Direct Contact Soil Remediation Standards or Non-Residential Direct Contact Soil Remediation Standards, whichever is more stringent, as set forth in N.J.A.C. 7:26D, Remediation Standards.

APPLICANT

The property owner requesting a soil importation permit as provided for in this Section.

CONSTRUCTION/DEMOLITION DEBRIS

Mixed waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures that includes, but is not limited to, treated and untreated wood scrap; tree parts, tree stumps and brush; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and nonferrous metal; non-asbestos building insulation; plastic scrap; carpets and padding; and other miscellaneous materials.

CONTAMINATED SOIL/FILL

Any soil/fill containing contaminants exceeding the current requirements for the most stringent concentrations between the Non-residential and Residential Direct Contact Soil Remediation Standards pursuant to N.J.A.C. 7:26D, Remediation Standards.

CONTAMINATED PROPERTY

Any property, including but not limited to structures, sediment, soil and water, that contains a contaminant which is present at such levels or concentration as to require action pursuant to any federal or state statutes or regulations.

FILL

Material placed at a location for the purpose of filling low areas, changing the contours of an area, stabilizing existing grades and/or raising the grade of an area. Fill usually

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consists of soil, but may also include non-water-soluble, non-decomposable, inert solids, such as rock, gravel, brick, block, concrete, glass, and/or clay or ceramic products or any combination thereof.

PERMIT

The official document issued by the Municipality approving the Soil Importation Application.

PERSON

Includes an individual, firm, corporation, association, society or partnership, or other business entity and their agents or employees.

DREDGED MATERIAL

Sediments removed from under a body of water such as, but not limited to, a bay, harbor, lake, stream and river, removed during a dredging operation that are displaced or removed to another location.

REMEDIAL ACTION

As defined in the Technical Requirements for Site Remediation (Technical Requirements) at N.J.A.C. 7:26E-1.8, those actions taken at a contaminated site as may be required by the Department, including, without limitation, removal, treatment measures, containment, transportation, securing, or other engineering or institutional controls, whether to an unrestricted use or otherwise, designed to ensure that any contaminant is remediated in compliance with the applicable remediation standards. A remedial action continues as long as an engineering control or an institutional control is needed to protect the public health and safety and the environment, and until all unrestricted use remediation standards are met.

REMEDIATION

“Remediation” or “remediate” means all actions to investigate, clean up, or respond to any known, suspected, or threatened discharge of contaminants, including the preliminary assessment, site investigation, remedial investigation, and remedial action, or any portion thereof, provided, however, that “remediation” or “remediate” shall not include the payment of compensation for damage to, or loss of, natural resources.

§23-2.3. Permit Required for Deposit of Acceptable Soil/Fill Material.

- A. No person shall deposit or place soil/fill material, or cause, allow, or permit soil/fill to be placed on any property in the Borough of Watchung unless a permit is issued by the Borough, along with any other applicable County, State or Federal

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approval(s) or permit(s). No permit under this Section shall be required for any development that requires a land use approval from the Borough Planning Board or Zoning Board of Adjustment provided the approval contains a condition(s) that meet the standards of this Section.

- B. Unless otherwise exempt, no permit shall be issued unless: (1) the applicant submits proof that the soil/fill material has been tested consistent with any applicable requirements set forth herein; (2) the soil/fill meets the definition of acceptable soil/fill; and (3) the application otherwise conforms with the standards of this Section.**

§23-2.4. Permit Exemptions.

A person is not required to obtain a permit under this Section for the following:

- A. Minor filling associated with landscaping activities at any property where up to 15 cubic yards, or as otherwise allowed by the New Jersey Department of Environmental Protection under applicable regulations, per year of acceptable soil/fill material is being deposited.**
- B. Placement of landscape material, such as top soil, mulch, decorative stone and wood chips, up to a maximum of twenty-five (25) cubic yards, provided such material is not to be utilized as fill.**
- C. Fill for septic installation and/or repair certified to be such by a licensed New Jersey engineer; or approved by the local health agency.**
- D. Virgin quarry products including, but not limited to, rock, stone, gravel, sand, clay and other mined natural products.**
- E. Acceptable soil/fill material being moved from one section of an owner's property to another section of the same property.**
- F. Soil/fill imported to or moved within a properly licensed Class B recycling facility.**
- G. Acceptable soil/fill moved from a properly licensed Class B recycling facility.**
- H. Public works projects conducted or contracted for by a public entity or utility regulated by the Board of Public Utilities provided the soil/fill material meets the definition of acceptable soil/fill.**

§23-2.5. Responsibility for Obtaining Permit.

The property owner receiving the soil/fill material is responsible for obtaining the permit.

§23-2.6. Duration of Permit.

**BOROUGH OF WATCHUNG
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Each permit issued under the terms of this Section shall be valid only for the location(s) and soil/fill material described therein and shall be valid for the duration of the project specified in the permit application.

§23-2.7. Permit Application Requirements.

The procedure to apply for a Soil/Fill Importation Permit shall be as follows:

- A. All applications for Soil/Fill Importation Permits shall be filed with the Borough Engineer who shall administer the applications and permits.**
- B. A fee, in the amount of \$150.00 shall be remitted at the time of application. The fee shall address the costs associated with the review of the application and for any field monitoring inspections, as applicable.**
- C. The application shall include FORM SI-1 ACCEPTABLE SOIL/FILL MATERIAL CERTIFICATION FORM to be completed as follows:**

By the soil/fill material supplier

Part 1: The date the form is completed, the soil/fill supplier's name, title, company name, address, telephone number, and email contact information.

Part 2: The site name(s), address(es), and block/lot of the property(ies) supplying the soil/fill material.

Brief history of the source property(ies), including current or past use of the property.

If applicable, the date soil/fill material was subject to analytical testing in accordance with applicable requirements of the New Jersey Department of Environmental Protection's guidance entitled "Understanding Requirements for Soil and Fill Materials." If analytical testing was not conducted, justification for making a determination that the soil/fill is acceptable without having analytical results.

Certification (signature) from the soil/fill supplier that the soil/fill being imported meets the definition of acceptable soil/fill.

By the person receiving or placing acceptable soil/fill material

Part 3: The date the form is completed, the name, title, company name, address, telephone number, and email contact information.

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The address of the location where soil/fill placement will be placed.

Certification (signature) from the person receiving or placing the soil/fill material.

§23-2.8. Review of Application.

Within thirty (30) days after receipt of a complete application, the Borough shall review the application and either approve, conditionally approve or deny the application.

§23-2.9. Appeals.

Whenever an application for a permit is denied, the applicant may appeal the denial to the municipal governing body by filing a written notice of appeal with the Borough Clerk within thirty (30) days after receiving written notice of the denial of such application. The municipal governing body shall thereafter hold a public hearing within sixty (60) days on the matter in accordance with rules or procedures to be established by the municipal governing authority and may modify, affirm or reverse the decision.

§23-2.10. Violations and penalties.

Any person who violates any provision of this section shall, upon conviction, be subject to a penalty as stated in Chapter 1 Section 1-5, General Penalty. Every day in which such violation continues after due notice has been served shall constitute a separate violation or offense. Upon order of the Court, the violator shall pay all costs associated with analytical testing, remediation, removal and proper disposal of soil/fill material determined to not to comply with the definition of acceptable soil/fill.

§23-2.11. Permit Suspension or Revocation.

The person receiving a permit pursuant to this Section shall comply with all conditions set forth in the permit. Submitting false information or noncompliance with a permit may subject the person receiving a permit to a penalty pursuant to Section 23-2.10 above and/or suspension or revocation of such a permit.

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

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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:
Published:
Adopted:

ATTEST:

BOROUGH OF WATCHUNG

Edith Gil, Borough Clerk

By: _____
Ronald Jubin, Mayor