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EXECUTIVE ORDER NO. 89

WHEREAS, the scientific community has reached an overwhelming consensus that due to increasing atmospheric levels of carbon dioxide and other greenhouse gases from human activities, the Earth is warming, and temperature increases are contributing to an increase in the frequency and intensity of severe weather events, precipitation, and wind damage, as well as rising sea levels; and

WHEREAS, New Jersey is especially vulnerable to the impacts of sea level rise, increased flooding and other aspects of climate change, with potentially disastrous consequences for public health and safety; and

WHEREAS, minority and low-income communities are disproportionately affected by climate change, including by the health effects of higher temperatures and increased air pollution and by the displacement of coastal and low-lying neighborhoods from sea level rise and flooding; and

WHEREAS, the severity of future impacts of climate change on our State will directly depend on the willingness and ability of communities, businesses, industries, and government entities to integrate climate change considerations into planning and decision-making, and to become more resilient and adapt to the effects of climate change; and

WHEREAS, studies show that each dollar spent to mitigate hazards, including those associated with climate change impacts, results in a six-fold decrease in spending on recovery; and

WHEREAS, it is the policy of this State that Executive Branch departments and agencies shall take proactive and coordinated efforts, where appropriate, to protect public health and safety and to promote and protect the physical, economic, and social vitality and resilience of New Jersey's communities from the current and anticipated impacts of climate change;

NOW, THEREFORE, I, PHILIP D. MURPHY, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. State of New Jersey Chief Resilience Officer. The Commissioner of the Department of Environmental Protection ("DEP") shall appoint a Chief Resilience Officer of the State of New Jersey to lead development and implementation of the Statewide Climate Change Resilience Strategy. The Chief Resilience Officer shall direct and be supported by the Climate and Flood Resilience Program established herein and shall be an employee of the State.

2. Climate and Flood Resilience Program. There is hereby established the Climate and Flood Resilience Program within the DEP. The Climate and Flood Resilience Program, under the direction of the Chief Resilience Officer, shall:

a. Develop a Scientific Report on Climate Change based on existing data and the best available science regarding the current and anticipated environmental effects of climate change in New Jersey, including but not limited to increased temperatures, sea level rise, increased frequency or severity of rainfall, storms and flooding, increased forest fires, and increased frequency and severity of droughts, anticipated by scientists at least through 2050;

b. Deliver the Scientific Report on Climate Change to the Governor within 180 days of the effective date of this Order and update and supplement the report as necessary, but at least every two (2) years to reflect the latest available climate change science;

c. Develop, with the support of the Interagency Council on Climate Resilience, described fully herein, the Statewide Climate Change Resilience Strategy, also described fully herein;

d. Provide strategic direction and support to the Interagency Council on Climate Resilience and other cross-departmental climate change resilience initiatives, including facilitating stakeholder engagement and input into recommendations;

e. Coordinate DEP's policies, programs, and activities to plan for and address the current and anticipated impacts of climate change;

f. Compile and periodically update a directory of federal and State governmental grants and financing programs available to assist Executive Branch departments and agencies, counties, and municipalities to plan for, mitigate, and respond to the impacts of climate change; and

g. Provide technical guidance and support to counties and municipalities in their efforts to plan for and address the current and anticipated impacts of climate change in accordance with the Statewide Climate Change Resilience Strategy.

3. Interagency Council on Climate Resilience. An Interagency Council on Climate Resilience (the "Interagency Council") is hereby established to coordinate the efforts of Executive Branch departments and agencies to develop and implement the Statewide Climate Change Resilience Strategy. The Interagency Council shall develop consistent statewide policies and actions and establish both short- and long-term action plans by which Executive Branch departments and agencies will work both individually and collectively to accomplish the goals of this Order.

a. The Commissioners or other agency heads of the following Executive Branch departments and agencies, or their designees, shall serve as members of the Interagency Council:

- i. Department of Agriculture;
- ii. Department of Banking and Insurance;
- iii. Department of Community Affairs;
- iv. Department of Environmental Protection;
- v. Department of Health;
- vi. Department of Human Services;
- vii. Department of Law and Public Safety;
- viii. Department of State;
- ix. Department of Transportation;
- x. Department of the Treasury;
- xi. Board of Public Utilities;
- xii. Economic Development Authority;
- xiii. New Jersey Infrastructure Bank;
- xiv. New Jersey Transit;
- xv. New Jersey Turnpike Authority; and
- xvi. New Jersey Office of Emergency Management.

b. The Governor may, as determined to be appropriate, appoint additional members to the Interagency Council, who shall serve at the pleasure of the Governor.

c. The Governor shall designate a Chair of the Interagency Council. The Chief Resilience Officer shall also be a member and serve as the Council's Vice-Chair.

d. The Chair, Vice-Chair, and the members of the Interagency Council shall not be compensated in addition to the compensation received, if any, as an employee or officer of the State.

e. The Chair shall convene an initial meeting of the Interagency Council within 45 days of the Governor's appointment of the Chair. Subsequent meetings of the Interagency Council shall be held as necessary at the call of the Chair, but not less frequently than twice annually.



f. The Chief Resilience Officer shall be prepared to provide an initial, preliminary presentation on the best available science and preliminary recommendations and guidance to the Interagency Council at its first meeting to further the development of the Statewide Climate Change Resilience Strategy.

g. The Interagency Council is authorized to establish appropriate rules of procedure for its meetings, sub-committees, sharing of information, and development of work product, as consistent with State law.

h. The Interagency Council may establish, as necessary, subcommittees to execute tasks within this Order or other climate-related activities of the State that warrant interagency coordination.

i. The Interagency Council shall be purely advisory in nature, and shall periodically report to the Governor, outlining specific recommendations as directed in this Order.

4. Statewide Climate Change Resilience Strategy. By September 1, 2020, the Chief Resilience Officer, with the support of the Interagency Council, shall deliver to the Governor a Statewide Climate Change Resilience Strategy to promote the long-term mitigation, adaptation, and resilience of New Jersey's economy, communities, infrastructure, and natural resources throughout the State in a manner consistent with the Scientific Report on Climate Change.

a. Recommendations. The Statewide Climate Change Resilience Strategy shall include recommendations for actions the State should take to mitigate and adapt to the effects of climate change, including but not limited to the following measures:

i. Identify methods that can be used to strengthen the resilience of New Jersey's communities,

infrastructure, economic sectors, and natural resources to climate change impacts;

ii. Provide guidance and strategies for Executive Branch departments and agencies, municipalities, and regional planning agencies to implement resiliency measures, including through changes to plans, by-laws, regulations, policies, or land use standards;

iii. Promote long-term water and energy resource security;

iv. Reduce the risk of wildfires in State forests;

v. Reduce the risks to the health of New Jersey residents that may accompany climate change, such as increased vulnerability to extreme temperatures or increased incidence of mosquito-borne or other diseases;

vi. Support sustainable and resilient economic development;

vii. Identify financing mechanisms, strategies, and opportunities for coordination to support climate resilience measures, mitigation, and adaptation; and

viii. Any other measures the Chief Resilience Officer determines necessary to prepare for, mitigate, and adapt to the impacts of climate change.

b. Coastal Resilience Plan. The Statewide Climate Change Resilience Strategy shall include a Coastal Resilience Plan that recommends a specific long-term strategy for climate change resilience and adaptation in the coastal areas of the State, i.e., tidal and non-tidal waters, waterfronts, and inland areas along the coast. The Coastal Resilience Plan shall include, at a minimum:

i. An assessment of the vulnerabilities of communities located within the coastal areas to climate change effects such as rising sea levels, increased flooding, and tidal and storm

surge flooding anticipated by the year 2050, including physical, economic, and social vulnerabilities;

ii. A description of the investments that the State, along with the federal government, local governments, and other organizations, have already made or committed to make in building the resilience of coastal communities, including hard and nature-based resistance structures, planning guidance and assistance, and other resilience and adaptation measures;

iii. Recommended methodologies for decision-making for further investment of State or federal funds in constructing additional hard or nature-based resilience structures to prevent or mitigate impacts of climate change, or in adopting other resilience or adaptation strategies;

iv. Recommendations for further actions to be taken by the State to assist coastal communities in planning for, mitigating, and adapting to the anticipated impacts of climate change; and

v. Recommendations for financing strategies to fund the recommended resilience and adaptation measures.

c. The Statewide Climate Change Resilience Strategy shall be updated as necessary and shall be reviewed at least every two (2) years by the Chief Resilience Officer, with the support of the Interagency Council, to ensure consistency with the Scientific Report on Climate Change and with evolving scientific information.

5. Authority to Request Information or Assistance. The Chief Resilience Officer and the Interagency Council shall be authorized to call upon any State Agency to supply it with information or other assistance as the Chief Resilience Officer and the Interagency Council determines to be necessary to discharge their duties under this Order. Each Executive Branch department and agency is hereby required, to the extent not inconsistent with law and consistent with budgetary

constraints, to cooperate fully with the Chief Resilience Officer and the Interagency Council within the limits of its statutory authority and to furnish them with such assistance on as timely a basis as is necessary to accomplish the purpose of this Order.

6. Coordination with Academic or Research Institutions. The Chief Resilience Officer and the Interagency Council shall consult with, and may seek the assistance of, scientific experts at State universities, academic or research institutions, and other expert organizations, for the purpose of developing the Scientific Report on Climate Change and the Statewide Climate Change Resilience Strategy prepared pursuant to paragraphs two (2) and four (4) of this Order.

7. State Development and Redevelopment Plan. The State Planning Commission, based upon the Scientific Report on Climate Change and the Statewide Climate Change Resilience Strategy, shall incorporate climate change considerations, such as increasing temperatures, rising sea levels, increased flooding, and increased vulnerability to droughts and forest fires, as a mandatory requirement for State Development and Redevelopment Plan endorsement of the development and redevelopment plans of local units of government. The State Planning Commission shall, consistent with the Administrative Procedure Act and as necessary or appropriate, amend its regulations to incorporate these climate change considerations.

8. For purposes of this Order, "Executive Branch departments and agencies" shall mean any of the principal departments in the Executive Branch of State government and any agency, authority, board, bureau, commission, division, institution, office, or other instrumentality within or created by any such department, and any independent State authority, commission, instrumentality, or agency over which the Governor exercises executive authority, as determined by the Attorney General.

9. Nothing in this Order shall be construed to confer any legal rights upon entities whose activities are regulated by State entities, nothing shall be construed to create a private right of action on behalf of any such regulated entities, and nothing shall be used as a basis for legal challenges to rules, approvals, permits, licenses, or other actions or inaction by a State entity. Nothing in this Order shall be construed to supersede any federal, state, or local law.

10. This Order shall take effect immediately.

GIVEN, under my hand and seal this  
29<sup>th</sup> day of October,  
Two Thousand and Nineteen, and  
of the Independence of the  
United States, the Two Hundred  
and Forty-Fourth.

[seal]

/s/ Philip D. Murphy  
Governor

Attest:

/s/ Matthew J. Platkin  
Chief Counsel to the Governor



# **REDEVELOPMENT AGREEMENT**

**By and Between**

**EAST BRUNSWICK REDEVELOPMENT AGENCY**

**as Redevelopment Entity**

**AND**

**RIVER DEVELOPMENT EQUITIES, LLC**

**as Redeveloper**

**DATED as of December 17, 2019**

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and Governmental Approvals to complete the Project, without cost to or liability of the Agency (other than for actual services rendered to the Agency subsequent to the Event of Default by Redeveloper) and agrees to use commercially reasonable efforts to ensure that all agreements between Redeveloper and its contractors and consultants shall so provide. Redeveloper shall be compensated for such Plans and Specifications as provided in Section 12.09 hereof. In addition, all performance or completion bonds provided by Redeveloper's contractors shall name the Agency as an intended beneficiary thereof, as its interests may appear, unless Redeveloper's construction lender objects in writing and for good cause to the inclusion of the Agency.

### **Section 3.03. Project Description.**

(a) The Project shall consist of the construction of a multi-phase, mixed-use development, along with site improvements and including amenities such as a dog park, amphitheater, open space, water features, farmers market and walking and bicycle trails as contemplated and detailed on the Concept Plan attached hereto as **Exhibit B**. The Redeveloper will design, permit, finance and construct the Project at the Redeveloper's sole cost and expense (subject to Section 2.09). The Redeveloper will construct or cause to be constructed the Project in multiple phases, in substantial conformity with the Concept Plan, Project Schedule (which is attached hereto as **Exhibit D**), Governmental Approvals, and this Redevelopment Agreement, as described below. It is currently anticipated that four (4) Phases (and one sub-phase) will be included in the overall Project. Upon obtaining written approval of the Agency, which approval shall not be unreasonably withheld, conditioned or delayed, Redeveloper reserves the right to develop the Project in less Phases, add additional Phases or subphases, and to modify the Improvements included in any Subsequent Phase (as defined herein) based on external factors and then current market conditions. For the purposes of this Redevelopment Agreement, the term "Phase I" and "Phase 1A" shall refer to Phase 1 and Phase 1A, as described below, and the term "Subsequent Phases" shall refer to all Phases subsequent to Phase 1 and Phase 1A, including Phases 2, 3 and 4, as described below. For the avoidance of doubt, each Phase described below is sometimes referred to herein as a "Project Section". The Redeveloper and Agency agree that Phase 1A is not currently part of the Project Schedule and the Project Schedule will be updated when the Township and Redeveloper reach an agreement for Phase 1A as contemplated in Section 3.03(c) below. Each Phase is shown on the Concept Plan attached hereto as **Exhibit B** and is anticipated to include the following:

(1) Phase 1 is anticipated to consist of: (i) 440 market rate residential units; (ii) 60,000 SF of retail/commercial space; and (iii) 40,000 SF medical arts/professional space; and

(2) Phase 1A is anticipated to consist of the "Transportation Hub", as further defined below consisting of the municipal transportation center with availability for additional municipal space on upper floors of the transportation center; and

(3) Phase 2 is anticipated to consist of: (i) 420 market rate residential units; and (ii) 50,000 SF of retail/commercial space; and

(4) Phase 3 is anticipated to consist of 400 market rate residential units; and

(5) Phase 4 is anticipated to consist of a 100 plus room hotel and 20,000+/- SF tech center (the "Hotel and Tech Center").

(b) The Parties acknowledge and agree that Redeveloper will seek Governmental Approvals for each Project Section in accordance with the Project Schedule attached hereto as **Exhibit D**. In light of the foregoing, the Improvements contained in any Subsequent Phase remain subject to change based on then current market conditions and other external factors, and upon prior written approval of the Agency, which approval shall not be unreasonably withheld, conditioned or delayed. For the avoidance of doubt, the intent of the Parties is that each Phase must be completed by Redeveloper as described in this Redevelopment Agreement, but Subsequent Phases will be subject to future Governmental Approvals, including approvals from the Agency and Planning Board.

(c) The Agency and Redeveloper acknowledge and agree that the proposed transportation hub/municipal center as shown on the Concept Plan (the "Transportation Hub") may be developed as Phase IA or a later Phase, as mutually agreed upon by the Agency and the Redeveloper, and is intended to be developed for use by the Township. The Agency and Redeveloper agree to discuss and negotiate in good faith the terms of the potential sale of the Township Properties (as defined herein), including the parcels relating to the Transportation Hub, a possible lease or sale and leaseback of such facility. The Parties agree and acknowledge that, notwithstanding anything herein to the contrary, absent a mutually agreeable agreement between the Redeveloper and Agency or the Township, as the case may be, the cost of developing the Transportation Hub is not an obligation of the Redeveloper and is expressly subject to the Redeveloper and Agency reaching a mutually agreeable agreement to construct, develop and operate the Transportation Hub.

(d) To the extent permitted by Applicable Law, the Township requires that the construction of the Transportation Hub, Hotel and Tech Center and the Route 18 Public Road Work, as defined in Section 14.03 below (the Transportation Hub, Hotel and Tech Center and Route 18 Public Road Work shall be collectively referred to herein as the "Public Work"), be subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (the "Prevailing Wage Act"). Further, to the extent permitted by Applicable Law, the Township requires that the Redeveloper shall include as part of the Redeveloper's bid specifications for the Public Work that contractors agree to (i) use 100% union labor for the construction of the Public Work, and (ii) enroll in and verify the work eligibility status of all contractors and subcontractors retained for the Public Work through the "E-Verify" or similar program as authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as may be amended, and as currently administered by the United States Department of Homeland Security's U.S. Citizenship and Immigration Services. The Redeveloper agrees to participate in good faith negotiations with the Middlesex County Building & Construction Trades Council (the "Labor Council") in an effort to reach a mutually agreeable labor arrangement and agreement with regard to the Public Work. The Redeveloper agrees to proceed in good faith to meet with and begin discussions with the Labor Council for the Public Work within forty-five (45) days of the full execution of this Redevelopment Agreement. The Agency agrees that provided the Redeveloper is proceeding in good faith to meet with the Labor Council as provided in the preceding sentence, the failure to meet within the 45-day period shall not be an Event of Default hereunder. The Redeveloper further agrees that as

soon as reasonably practical after plans and specifications are substantially complete for the Public Work, the Redeveloper or Redeveloper's union designated general contractor, will use good faith and commercially reasonable efforts to enter into a mutually agreed upon agreement with the Labor Council governing the engagement of union labor during the construction of the Public Work. For the avoidance of doubt, the areas subject to the requirements of this Subsection 3.03(d) are expressly limited to the areas defined as the Transportation Hub and Hotel and Tech Center herein and as shown on the Concept Plan attached hereto as **Exhibit B** and the Route 18 Public Road Work as defined herein. The Parties acknowledge and understand that in the event that the Redeveloper and Township do not reach an agreement with regard to the Transportation Hub as contemplated in Section 3.03(c) above and the Township undertakes the construction of the Transportation Hub, the Township will in good faith negotiate and enter into a Project Labor Agreement with the Labor Council for the Transportation Hub. Notwithstanding anything herein to the contrary, except as otherwise required by Applicable Law, it is expressly agreed and understood that no other portion of the Project (including all residential, retail and commercial office areas and related parking areas, private roads and walkways and open space and amenity facilities/areas of the Project) shall be subject to (i) the Prevailing Wage Act, (ii) the foregoing agreement to meet with Labor Council, or (iii) the use of union labor.

(e) The Parties acknowledge and understand that the Project may give rise to an affordable housing obligation as provided under the Township's Housing Element and Fair Share Plan dated November 2, 2016, the New Jersey Constitution, the N.J. Fair Housing Act, N.J.S.A. 52:27D-301, et. seq., and the regulations of the Council on Affordable Housing ("COAH"). The Parties agree that the COAH obligation for the Project shall consist of (i) the Redeveloper constructing as part of the Project fifteen (15) affordable housing COAH units (the "Project COAH Units") and (ii) a developer fee payment in accordance with Applicable Law of one percent (1.00%) of the equalized assessed value for each market rate residential unit developed as part of the Project (the "COAH Developer Fee"). Provided, however, if the Township does not require and the Redeveloper does not construct the Project COAH Units, the Parties agree that the COAH Developer Fee shall be increased to one and one-half percent (1.5%) of the equalized assessed value for each market rate residential unit developed as part of the Project. The COAH Developer Fee shall be paid by the Redeveloper to the Township for each market rate residential unit for the Project with fifty percent (50%) due at the time of issuance of building permits for each market rate unit and the balance of fifty percent (50%) at the time of issuance of certificate of occupancy for the applicable market rate unit. Except for the COAH requirements set forth in this Section 3.03(e), the Parties agree that the Redeveloper and Project shall have no further affordable housing obligation including the development of any additional affordable housing or the payment of any other monetary contributions or fees relating to affordable housing including any non-residential development fee related to the commercial component of the Project as allowed under the MLUL. The Redeveloper agrees to develop the Project COAH Units in the phase of the Project as required by the Agency consistent with Applicable Law.

**Section 3.04. Amendment of Development and Design Concepts.** Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts physically





**NATURAL RESOURCE INVENTORY**

*FOR*

**THE TOWNSHIP OF EAST BRUNSWICK  
MIDDLESEX COUNTY, NEW JERSEY**

*Prepared For:*

**THE TOWNSHIP OF EAST BRUNSWICK  
ENVIRONMENTAL COMMISSION**

April 1996

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**NATURAL RESOURCE INVENTORY**

*FOR*

**THE TOWNSHIP OF EAST BRUNSWICK**  
**Middlesex County, New Jersey**

*Prepared For:*

THE TOWNSHIP OF EAST BRUNSWICK  
ENVIRONMENTAL COMMISSION

*This document was prepared with  
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Department of Environmental Protection and Energy,  
Office of Environmental Services*

*Prepared By:*

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*April 1996*

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## ENVIRONMENTALLY SENSITIVE AREAS

The Environmentally Sensitive Areas (ESA) map was derived as an analytical composite using wetlands, floodprone and soils characteristics data. ESAs were classified as Critical (Very High, or High Restrictions), Semi-Critical (Moderate Restrictions) or Other. The classification criteria used are summarized in Table 3.

CLASS A (CRITICAL) VERY HIGH RESTRICTIONS	CLASS B (CRITICAL) HIGH RESTRICTIONS	CLASS C (SEMI-CRITICAL) MODERATE RESTRICTIONS	CLASS D (OTHER)
WETLAND	SLOPE > 25%	SLOPE 15-25%	ALL OTHER
FLOODPRONE	HIGH AQUIFER RECHARGE POTENTIAL	MODERATE-HIGH AQUIFER RECHARGE POTENTIAL	
	HYDRIC SOILS *	DEPTH TO SEASONAL HIGH WATER < 6 FEET	
	SURFACE WATER	K (ERODIBILITY) ≥ 0.32	

\* Other than those occurring in mapped wetlands units

**TABLE 3 - ESA CLASSIFICATION CRITERIA**

Class A ESAs are areas of critical environmental sensitivity that are highly regulated by federal and state law. Development in Class A ESAs is undesirable, but may be allowed with regulatory approval. 16% (2,329 acres) of East Brunswick is classified as a Class A ESA.

Class B ESAs are areas of critical environmental sensitivity that may be regulated by local ordinance. These areas may be made developable if site-specific mitigation measures are used. 25% (3,647 acres) of East Brunswick (including 402 acres of surface water bodies) is classified as a Class B ESA.

Class C ESAs are areas of semi-critical environmental sensitivity. They may be regulated by local ordinance, and require appropriate mitigation measures to make them developable. 45% (6,241 acres) of East Brunswick is classified as a Class C ESA.

The remaining 2,081 acres of East Brunswick has been classified as a Class D ESA. Available mapped data does not indicate any environmental constraints to development in these areas, however, site-specific conditions should be field verified as part of any development planning process.

