

**MEETING TO BE BROADCAST ON COMCAST CHANNEL 27
AND VERIZON CHANNELS 41 AND 42**

**AGENDA FOR THE REGULAR BUSINESS MEETING
OF THE COUNCIL OF WEST WINDSOR TOWNSHIP
271 CLARKSVILLE ROAD
TO THE EXTENT KNOWN
October 29, 2018**

7:00 P.M.

1. Call to Order
2. Statement of Adequate Notice – January 5, 2018 to The Times and the Princeton Packet.
3. Salute to the Flag
4. Ceremonial Matters and/or Topic for Priority Consideration

2018 Best Practices Discussion

5. Public Comment: (30 minutes comment period; 3-minute limit per person)
6. Administration Comments
7. Council Member Comments
8. Chair/Clerk Comments

9. Public Hearings

2018-26 AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 82 "FEES" SECTION 82-3 "G" FEE FOR INSPECTION OF CONSTRUCTED IMPROVEMENTS, CHAPTER 200 "LAND USE" ARTICLE XVII IMPROVEMENT GUARANTEES SECTION 200-82 GUARANTIES REQUIRED; SURETY RELEASE AND CHAPTER 200 "LAND USE" ARTICLE XIX SECTION 200-92 INSPECTIONS AND FEES OF THE CODE OF THE TOWNSHIP OF WEST WINDSOR

10. Consent Agenda

- A. Resolutions
- B. Minutes
- C. Bills & Claims

11. Items Removed from Consent Agenda

12. Recommendations from Administration and Council/Clerk

2018-R245 Authorizing the Refund of the Municipal Portion of Property Taxes Billed for 2018 to PSE&G via a Credit in the 4th Quarter of 2018 - \$6,102.21

2018-R246 Authorizing the Mayor and Clerk to Execute a Professional Services Agreement with Remington & Vernick Engineers for Engineering Services for the Project Known as Village Road West-Baxter Place Intersection - \$14,500.00

- 2018-R247 Authorizing the Mayor and Clerk to Execute a Professional Services Agreement with ACT Engineers for Engineering Services for the Wastewater Flow Assessment for the Municipal Collection System Discharge to Stony Brook Regional Sewerage Authority - \$51,370.00
- 2018-R248 Authorizing the Business Administrator to Purchase Radio Equipment for Class III Officer Program from Wireless Communications & Electronics Through the State of New Jersey Cooperative Purchasing Program - \$58,882.05
- 2018-R249 Authorizing the Business Administrator to Purchase One (1) Power Lift Stretcher from Stryker EMS Equipment Through the Bergen County Coop - \$53,031.00
- 2018-R250 Authorizing the Business Administrator to Purchase One (1) 2019 Ford F450 Cab and Chassis Crew Cab 4x4 Mason Dump from Cherry Hill Winner Ford Through the State of New Jersey Cooperative Purchasing Program - \$56,245.00
- 2018-R251 Authorizing the Business Administrator to Purchase Six (6) Generation 6 iPad Tablets from CDW Government Through the MCESSCCPS #65 Co-op - \$3,278.52
- 2018-R252 Authorizing the Business Administrator to Purchase Three (3) 2019 Police Interceptor Utility AWD Vehicles and Additional Factory Options from Chas S. Winner, Inc., dba Winner Ford Through the State of New Jersey Cooperative Purchasing Program - \$91,117.80
- 2018-R253 Authorizing the Business Administrator to Purchase Personal Protective Clothing for Township Firefighters from FF1 Professional Safety Services Through the State of New Jersey Cooperative Purchasing Program - \$13,658.40

2018-R254 Authorizing the Mayor and Clerk to Execute a Professional Services Agreement with Burgis Associates for Affordable Housing Services - \$25,000.00

2018-R255 Authorizing the Mayor and Clerk to Execute the Settlement Agreement and Release with The Hamlet at Bear Creek LLC

13. Introduction of Ordinances
14. Additional Public Comment (three-minute limit per person)
15. Council Reports/Discussion/New Business

2019 Council Budget Discussion

16. Administration Updates
17. Closed Session
18. Adjournment

TOWNSHIP OF WEST WINDSOR

ORDINANCE 2018-26

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 82 “FEES”
SECTION 82-3 “G” “FEE FOR INSPECTION OF CONSTRUCTED
IMPROVEMENTS AND CHAPTER 200 “LAND USE” ARTICLE XVII
“IMPROVEMENT GUARANTEES SECTION 200-82 GUARANTIES
REQUIRED; SURETY RELEASE AND CHAPTER 200 “LAND USE” ARTICLE
XIX SECTION 200-92 INSPECTIONS AND FEES OF THE CODE OF THE
TOWNSHIP OF WEST WINDSOR**

WHEREAS, the State Legislature has recently amended provisions of the Municipal Land Use Law at *N.J.S.A. 40:55D-53* governing performance, maintenance and related bonds, as well as development inspection fees; and

WHEREAS, the Township Council desires to amend and update its existing Code provisions to be in accord with State statute and serve the best interests of the Township and its residents.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of West Windsor that the Township Code be and hereby is amended as follows:

Section 1. Chapter 82, Fees, § 82-3 Escrow deposits; application fees; inspection fees, Section G. Fee for inspection of constructed improvements, is amended as follows. Deleted language is bracketed and added language is underlined and in italics.

§ 82-3 Escrow deposits; application fees; inspection fees.

G. Fee for inspection of constructed improvements.

- (1) Each [applicant shall pay] *developer shall reimburse the Township for* all reasonable costs for the municipal inspection of the construction site and off-site improvements and shall execute an agreement in a form provided by the Township obligating itself to do so. An escrow fund will be established with the Township before construction begins, and such funds shall be used to pay the fee and costs of professional services employed by the Township to inspect the construction.
- (2) An initial fee, except for extraordinary circumstances, of the greater of \$500 or 5% of the cost of improvements, *both public and private*, shall be deposited prior to the issuance of any construction permit. The estimated cost of improvements shall be [calculated] *determined* by the Township Engineer *pursuant to N.J.S.A. 40:55D-53.4 based on a preliminary itemized cost estimate prepared by the*

developer [based on documented construction costs for public improvements prevailing in the general area of the Township].

(a) For those developments for which the reasonably anticipated fees are less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited by a developer shall be 50% of the reasonably anticipated fees. When the balance on deposit drops to 10% of the reasonably anticipated fees because the amount deposited by the developer has been reduced by the amount paid to the Township [Examiner] Engineer for inspections, the developer shall deposit the remaining 50% of the anticipated inspection fees.

(b) For those developments for which the reasonably anticipated fees are \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited by a developer shall be 25% of the reasonably anticipated fees. When the balance on deposit drops to 10% of the reasonably anticipated fees because the amount deposited by the developer has been reduced by the amount paid to the Township Engineer for inspections, the Township Treasurer shall provide the developer with a notice of insufficient deposit balance and the developer shall make additional deposits of 25% of the reasonably anticipated inspection fees.

(3) The Township Engineer shall not perform any inspection if sufficient funds [to pay for those inspections] are not on deposit, except that any required health and safety inspections shall be made and charged back against the replenishment of funds.

(4) If an inspection deposit contains insufficient funds to enable the Township to perform required improvement inspections, the Township [Treasurer shall provide the developer with a notice of insufficient deposit balance. In order for work to continue on the development, the developer shall within a reasonable time post a deposit to the account in an amount to be agreed upon by the Township and the developer.] shall require the developer to deposit additional funds in escrow, provided that the Township delivers to the developer a written inspection escrow deposit request, signed by the Township Engineer, which: informs the developer of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections, and estimates the cost of performing those inspections.

(5) The Township Treasurer shall provide the developer with an accounting of the deposit setting forth the information and in the intervals set forth in Subsection E. Upon the improvements being approved *and all guarantees required under Chapter 200, Land Use, Article XVII, Improvement Guaranties having been released*, the deposit shall be closed out in the same manner as is set forth for escrow accounts in Subsection F.

Section 2. Chapter 200, Land Use, Article XVII, Improvement Guaranties, § 200-82 Guarantees required; surety; release is hereby deleted in its entirety and replaced with the following new language.

§ 200-82 Guarantees required; surety; release.

A. For the purpose of assuring the installation and maintenance of on-tract improvements and buffer landscaping, as a condition of all final site plan, subdivision, and/or zoning permit approvals, the Board of jurisdiction and/ or Zoning Officer shall require, as appropriate, and the Township Council shall accept, in accordance with the standards adopted hereinafter:

(1) Performance Guarantee. The furnishing of a performance guarantee by the developer in favor of the Township in an amount not to exceed 120% of the cost of improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed. The performance guarantee shall also include, within an approved development, privately-owned perimeter buffer landscaping, as required by local ordinance or imposed as a condition of approval. At the developer's option, the value of the privately-owned perimeter buffer landscaping improvements may be posted as a separate performance guarantee.

(2) Method of Calculation. The cost of improvements shall be determined by the Township Engineer, based on an itemized cost estimate prepared by the developer for the review and approval of the Township Engineer, according to the method of calculation set forth in N.J.S.A. 40:55D-53.4, for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, sanitary sewers, community septic systems, drainage structures, public improvements of open space, the privately-owned perimeter buffer landscaping and any grading necessitated by the preceding improvements. The developer

shall prepare an itemized cost estimate of the improvements covered by the performance guarantee for the review and approval of the Township Engineer, which itemized cost estimate shall be appended to each performance guarantee posted by the developer.

(3) Performance guarantees shall be approved by the Township Attorney as to form, sufficiency and execution. The developer shall execute any agreement(s) with the Township required by the Township Attorney confirming the conditions set forth herein prior to the Township's acceptance of said performance guarantee. A letter of credit shall be an acceptable form of performance guarantee, if approved by the Township Council, and only under the following conditions:

(a) It is irrevocable for an initial period of at least one year with automatic one-year renewals, unless the bank notifies the Township, in writing, at least ninety (90) days before the initial date of expiration or each anniversary of such date that it will not be renewed.

(b) If the letter of credit is not renewed:

i. The Township shall have the right to immediately draw a draft on sight if the developer's performance is not satisfactory as of that date, or to draw a draft thirty (30) days after receipt of said notice if after notification by the municipality that the letter of credit will not be renewed the developer fails to submit a satisfactory replacement performance guarantee.

ii. The developer agrees to immediately cease and desist all such work, upon receipt of notification from the municipality that the letter of credit will not be renewed, and until such time as a satisfactory replacement performance guaranty is submitted.

(4) Maintenance Guarantee. As a condition precedent to the release of a performance guarantee, the developer shall furnish a maintenance guarantee in favor of the Township in an amount not to exceed 15% of the cost of the improvements which are being released, in addition to the following private site improvements: stormwater management basins, in-flow and water quality structures within the stormwater management system, and the out-flow pipes and structures of the stormwater management system, if any. Costs shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53.4 based on an itemized cost estimate prepared by the developer for the review and approval of the Township Engineer, for any and all bondable items as permitted therein. The term of the maintenance guarantee shall be for a period not

to exceed two (2) years, and shall automatically expire at the end of the established term.

B. Temporary Certificate of Occupancy Guarantee. In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall furnish in favor of the Township a Temporary Certificate of Occupancy Guarantee, in the amount of 120% of the cost of installing improvements which: remain to be completed or installed under the terms of the temporary certificate of occupancy; are required to be completed or installed as a precedent to the issuance of a permanent certificate of occupancy; and are not covered by an existing performance guarantee.

(1) Upon the posting of a temporary certificate of occupancy guarantee, all sums posted under a performance guarantee which relate to the improvements or items which remain to be completed or installed shall be released, so that a developer shall not be required to post more than one guarantee or bond of any type with respect to the same line item for the same unit, lot, building, or phase.

(2) Method of Calculation. The scope and amount of such a guarantee will be determined by the Township Engineer, based on a preliminary itemized cost estimate prepared by the developer for those items to be included in the temporary certificate of occupancy guarantee. The request for a temporary certificate of occupancy by the developer is to indicate those items which the developer believes to be eligible for release from the existing performance guarantee, if any.

(3) The temporary certificate of occupancy guarantee shall be released upon the issuance of a permanent certificate of occupancy as to those improvements to which it relates.

C. Safety and Stabilization Guarantee. The developer shall furnish a Safety and Stabilization Guarantee in favor of the Township to return the property to a safe and stable condition, or to otherwise implement measures to protect the public from access to an unsafe or unstable condition.

(1) A safety and stabilization guarantee shall be available to the Township only in the circumstance that:

- (a) Site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least sixty (60) consecutive days following such commencement for reasons other than force majeure, and
- (b) Work has not recommenced within thirty (30) days following the provision of a written notice by the Township to the developer of the Township's intent to claim payment under the guarantee.
- (c) The Township shall provide the written notice to a developer by certified mail or other form of delivery providing evidence of receipt. The Township shall not provide written notice of its intent to claim payment under this guarantee until the aforementioned sixty (60) day period has elapsed.

(2) Method of Calculation. The amount of such a guarantee shall be \$5,000 where the overall bonded improvements are \$100,000 or less. Where the overall bonded improvements are \$100,000 or more, then the Township Engineer shall calculate the bond amount as follows: \$5,000 for the first \$100,000 of bonded improvement costs, plus 2.5% of bonded improvement costs in excess of \$100,000 up to \$1 million, plus 1% of bonded improvement costs in excess of \$1 million.

(3) At the developer's option the safety and stabilization guarantee can be furnished as a line item in the performance guarantee in lieu of a separate guarantee.

(4) The Township shall release the safety and stabilization guarantee upon the Township Engineer's determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety.

D. Other governmental agencies. In the event that other governmental agencies or public utilities will automatically own the utilities to be installed or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the Township for such utilities or improvements.

E. The developer shall construct and install the improvements no more than three (3) years from the date of the recording of the subdivision plat or deed, if a subdivision is involved, or complete execution of the performance guarantee agreement with the Township,

whichever is earlier. The time allowed for installation of the bonded improvements for which the performance guarantee has been provided may be extended by the Township Council, by resolution upon recommendation of the Township Engineer. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the Township Engineer according to the method of calculation set forth in *N.J.S.A. 40:55D-53.4*, based on an itemized cost estimate prepared by the developer for the review and approval of the Township Engineer, as of the time of the request of passage of the resolution of extension.

F. Failure to perform; municipal completion. If the required improvements are not completed or corrected in accordance with the performance guarantee, the developer and surety, if any, shall be liable thereon to the Township for the reasonable cost of the improvements not completed or corrected, and the Township may either prior to or after the receipt of the proceeds thereof, complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the Local Public Contracts Law, *N.J.S.A. 40A:11-1*, et seq.

G. Conformance with municipal standards. All improvements shall be in accordance with the design standards of the Township Code or as authorized by a design exception granted by the reviewing board, and shall be subject to inspection and approval by the Township Engineer.

H. Release or reduction of performance guarantee.

(1) Upon substantial completion of all required improvements, the developer may request of the governing body, in writing, by certified mail addressed in care of the Township Clerk, that the Township Engineer prepare, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to this Chapter, a list of all uncompleted or unsatisfactorily completed improvements. If such a request is made, the developer shall send a copy of the request to the Township Engineer and, where applicable, to the homeowners' association and each member of its Board of Directors, by certified mail. The request shall indicate which improvements have been completed and which improvements remain uncompleted in the judgment of the developer. Thereupon the Township Engineer shall inspect all improvements covered by the developer's request and shall file a detailed list and report, in writing, with the Township Council, and shall simultaneously send a copy thereof

to the developer not later than forty five (45) days after receipt of the developer's request.

- (2) The list prepared by the Township Engineer shall state, in detail with respect to each improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the unsatisfactory state of each completed improvement determined to be unsatisfactory. The report prepared by the Township Engineer shall identify each improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory improvement, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to this Chapter.
- (3) The Township Council, by resolution, shall either approve the improvements determined to be complete and satisfactory by the Township Engineer, or reject any or all of these improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction or release to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to this Chapter. This resolution shall be adopted not later than forty five (45) days after receipt of the list and report prepared by the Township Engineer. Upon adoption of the resolution by the Township Council, the developer shall be released from all liability pursuant to its performance guarantee, with respect to those accepted improvements, except for that portion sufficient to secure completion or correction of the improvements not yet approved; provided that 30% of the amount of the performance guarantee posted and safety and stabilization guarantee posted, as applicable, may be retained to ensure completion and acceptability of all improvements.
- (4) For the purpose of releasing the developer from liability pursuant to its performance guarantee, the amount of the performance guarantee attributable to each approved bonded improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to subsection a. of this section, including any contingency factor applied to the cost of installation. If the sum of the approved bonded improvements would exceed 70% of the total amount of the performance guarantee, then the municipality may

retain 30% of the amount of the total performance guarantee and "safety and stabilization guarantee" to ensure completion and acceptability of bonded improvements, as provided above, except that any amount of the performance guarantee attributable to bonded improvements for which a "temporary certificate of occupancy guarantee" has been posted shall be released from the performance guarantee, even if such release would reduce the amount held by the municipality below 30 percent.

- (5) If any portion of the required improvements is rejected, the Township shall require the developer to complete or correct such improvements, and, upon completion or correction, the same procedure of notification, as set forth in this Chapter, shall be followed.
 - (6) Any partial reduction granted in the performance guarantee pursuant to this Chapter shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee. The Township shall retain the entire value of any remaining safety and stabilization guarantee as cash.
 - (7) Nothing herein, however, shall be construed to limit the right of the developer to contest by legal proceedings any determination of the governing body or the Township Engineer.
- I. Inspection Fees. The developer shall reimburse the Township for all reasonably anticipated inspection fees paid to the Township Engineer for the inspection of improvements, as provided in Chapter 82, Fees, provided that the developer shall deposit with the Township all or a portion of the reasonably anticipated inspection fees to be paid to the Township Engineer for such inspection as outlined therein.
 - J. Phasing in sections. In the event that final approval is by stages or sections of development pursuant to Subsection a. of *N.J.S.A. 40:55D-38*, the provisions of this section shall be applied by stage or section.
 - K. Dedication and acceptance. To the extent that any of the improvements have been dedicated to the Township on the subdivision plat, site plan and/or zoning permit, the Township shall be deemed, upon the release of any performance guarantee required hereunder, to accept dedication for public use any improvements made thereunder, provided that such improvements have been inspected and have received final approval by the Township Engineer. Similarly, maintenance responsibility shall remain with the developer, to be governed by any conditions of final approval of a development application, until the final release of any performance guarantee required hereunder.

§ 200-82.1 Successor developer guarantee

- A. If the property that is the subject of the approval and/or permit is sold or otherwise conveyed to a successor developer prior to the completion and acceptance of all improvements, an Assignment of Developer's Agreement and replacement guarantee(s) as required by this Chapter, shall be required from the successor developer. As a condition precedent to the release of a permit update under the State Uniform Construction Code, for the purpose of updating the name and address of the owner of property on a construction permit, and all other changes to information previously submitted to the Township Division of Code Enforcement, an Assignment of Developer's Agreement and replacement guarantee(s) and associated agreement as required by this Chapter, shall be required from the successor developer and accepted by Township Council.
- B. Within thirty (30) days of its acceptance of an Assignment of Developer's Agreement and replacement guarantee(s) and associated agreement as required by this Chapter, the Township Council, by resolution, shall release the predecessor developer from liability pursuant to its guarantee.

Section 3. Chapter 200, Land Use, Article XIX, Improvements, § 200-92 Inspection and fees is amended as follows. Deleted language is bracketed and added language is underlined and in italics.

§ 200-92 Inspection and fees.

- A. Prior to starting any construction of the required improvements, the developer must submit final detailed construction plans to the Township Engineer for the Township Engineer's review and approval, and shall pay to the Township Treasurer, by cash or certified check, the inspection fee as stated in Chapter 82, Fees, for both private and public improvements.
- B. *Prior to the proposed start of the various phases of the work, and after the submission of final constructions plans and posting of inspections fee, the developer shall request and the Township Engineer shall arrange a project preconstruction conference between the developer, contractors, and Township Engineer, and in the case of public sewer improvements, the Director of Public Works. The Township Engineer shall be notified by the developer in writing at least five (5) days in advance of the start of construction following the successful completion of the preconstruction conference.*
- C. All of the required public improvements for a development, during and upon completion of their construction, shall be subject to inspection and approval by the Township Engineer, who shall be notified by the developer *in writing* at least [24 hours] *five (5)*

days prior to the initial start of construction. On-site private improvements relating to stormwater management, drainage, landscaping and circulation as shown on an approved final development plan shall also be subject to inspection and approval by the Township Engineer.

- D. No underground installations shall be covered until inspected and approved by the Township Engineer. If such installation is covered prior to inspection, it shall be uncovered or another means of inspection acceptable to the Township Engineer, such as closed circuit television inspection, shall be used, and all costs for same are to be borne by the developer.
- E. At a minimum, the Township Engineer will make the following inspections:
- (1) Roadway subgrade prior to placing subbase material and/or bituminous stabilized base course material.
 - (2) The bituminous stabilized base course material [after complete] during installation and compaction and prior to applying bituminous material tack coat for the bituminous concrete surface course.
 - (3) Bituminous concrete surface course materials while it is being laid.
 - (4) Finished bituminous concrete surface course pavement.
 - (5) Concrete curb and sidewalks, when the forms are laid and the subgrade is leveled and [tamped] compacted prior to placing concrete, also during the placing and finishing of the concrete.
 - (6) Such inspections as the Township Engineer shall deem necessary of the pipe drains, inlets, municipal utilities lines and appurtenances, etc., while pipes, etc., are being laid and prior to backfilling trenches, inlets and manholes while being constructed.
 - (7) Stormwater management improvements provided to address development stormwater quantity control, stormwater quality control and groundwater recharge, both during their construction as well as post-construction and prior to release of performance guarantee.
 - (8) Landscape planting materials on-site, but before installation, and finished landscape plantings.
 - (9) Approval or reasons for withholding approval for either public or private improvements shall be given promptly, and in any event within 45 days after inspection. If work proceeds without such approval or not in compliance therewith, the Township Engineer, in addition to any other remedies available to

the Township, may issue an order requiring immediate cessation of the affected work and prohibiting resumption thereof until approval is obtained or noncompliance corrected.

- F. Inspection not to be deemed acceptance. Inspection of work by the Township Engineer shall not be considered to be final acceptance or rejection of an improvement, but shall only be considered to be a determination of whether or not the specific improvement work observed was performed in accordance with Township specifications, or other prevailing standards, at the time of inspection. Any subsequent damage to such improvement, or defect that makes itself apparent, or other unforeseen circumstances due to weather, other construction work, settlement, etc. between the time of observed installation and the time of request of release of performance guarantee shall be the full responsibility of the developer. No work shall be considered accepted until release of all guarantees required under Chapter 200, Land Use, Article XVII, Improvement Guaranties.

Section 4. Repealer, Severability, and Effective Date.

Repealer. § 200-82, together with any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.

Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Council hereby declares it's intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the ordinance.

Effective Date. This Ordinance shall take effect upon proper passage and approval in accordance with the law.

INTRODUCTION:

PUBLIC HEARING:

ADOPTION:

MAYOR APPROVAL:

EFFECTIVE DATE:

RESOLUTION

- WHEREAS, the Tax Collector has certified the information contained in the License Agreement attached states as follows; and
- WHEREAS, on November 8, 2004, the Township of West Windsor entered into a License Agreement with the Public Service Electric and Gas Company (“PSE&G”), Resolution 2004-R283; and amended on May 22, 2006 by Resolution 2006-R115; and
- WHEREAS, the agreement provides for a property easement for the attached list of properties owned by the PSE&G; and
- WHEREAS, in exchange for use of the land as a Bicycle, Hiking and Jogging Path, the Township Council has agreed to a 50-year License Agreement which includes the following provision; and
- WHEREAS, the Township of West Windsor, as noted in Section W of the License Agreement agrees to waive “the municipal portion all real estate taxes levied by the Township of West Windsor against the Licensed Premises”.

NOW, THEREFORE, BE IT RESOLVED the Township Council of the Township of West Windsor agrees to cancel the following municipal taxes totaling \$ 6,102.21 for the year 2018:

Block 16.11	Lot 19	\$ 780.51
Block 17.08	Lot 8	\$ 651.75
Block 17.14	Lot 24	\$ 278.12
Block 17.18	Lot 8	\$ 337.26
Block 19	Lot 5	\$2,049.84
Block 49	Lot 86	\$1,090.18
Block 61	Lot 78	<u>\$ 914.55</u>
	Total	<u>\$ 6,102.21</u>

Adopted: October 29, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor has a need to acquire professional surveying and engineering design services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Remington & Vernick Engineers has submitted a proposal dated October 1, 2018 indicating they will provide professional surveying and engineering design services for the Village Road West - Baxter Place Intersection for Fourteen Thousand Five Hundred Dollars (\$14,500.00); and

WHEREAS, Remington & Vernick Engineers has indicated a 60-day performance period for the contract; and

WHEREAS, the Township wishes to enter into an agreement with Remington & Vernick Engineers for the aforesaid services; and

WHEREAS, the total amount of the contract is Fourteen Thousand Five Hundred Dollars (\$14,500.00); and

WHEREAS, Certification of Funds has been received from the Chief Financial Officer and funds for said contract are available in the following line item appropriation accounts:

Village Rd W/New Village and North Post Roads 405-2018-21001 \$14,500.00

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor as follows:

- (1) The Mayor and Clerk are hereby authorized to execute, on behalf of the Township a professional services agreement with Remington & Vernick Engineers, with a 60-day performance period from the date of project initiation, for an amount not to exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00).
- (2) The Agreement so authorized shall require the Provider to provide professional engineering and surveying design services pursuant to its proposal dated October 1, 2018. The contract may be awarded without competitive bidding as authorized by the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(1)(a) because the services are professional in nature.
- (3) A notice of this action shall be published in the newspaper used by the Township for legal publications as required by law within ten (10) days of its passage.
- (4) An executed copy of the Contract between the Township and Remington & Vernick Engineers and a copy of this Resolution, shall be on file and available for public inspection in the office of the Township Clerk.

Adopted: October 29, 2108

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor has a need to acquire professional engineering services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, ACT Engineers has submitted a proposal dated October 17, 2018 indicating they will provide professional services for the metering and assessment of wastewater flows within the municipal collection system for Forty Six Thousand Seven Hundred Dollars (\$46,700.00), with the recommendation by the Township Engineer to include a 10% contingency in the amount Four Thousand Six Hundred Seventy Dollars (\$4,670.00) due to the nature of the work involved; and

WHEREAS, ACT Engineers has indicated a performance period of ninety (90) calendar days; and

WHEREAS, the Township wishes to enter into an agreement with ACT Engineers for the aforesaid services; and

WHEREAS, the total amount of the contract is Fifty One Thousand Three Hundred Seventy Dollars (\$51,370.00); and

WHEREAS, Certification of Funds has been received from the Chief Financial Officer and funds for said contract are available in the following line item appropriation accounts:

Sanitary Sewer Line Upgrades	405-2008-26-002	\$51,370.00
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NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor as follows:

- (1) The Mayor and Clerk are hereby authorized to execute, on behalf of the Township a professional services agreement with ACT Engineers, with a performance period of ninety (90) calendar days for professional services, for an amount not to exceed Fifty One Thousand Three Hundred Seventy Dollars (\$51,370.00).
- (2) The Agreement so authorized shall require the Provider to provide professional construction administration and observation services pursuant to its proposal dated September 27, 2018. The contract may be awarded without competitive bidding as authorized by the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(1)(a) because the services are professional in nature.
- (3) A notice of this action shall be published in the newspaper used by the Township for legal publications as required by law within ten (10) days of its passage.
- (4) An executed copy of the Contract between the Township and ACT Engineers and a copy of this Resolution, shall be on file and available for public inspection in the office of the Township Clerk.

Adopted: October 29th, 2018

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor wants to provide portable radios for Class III Officers that will service in the Police Division; and

WHEREAS, Motorola Solutions, Inc. c/o Wireless Communications & Electronics, 153 Cooper Road, West Berlin, New Jersey 08091 has been awarded under the State of New Jersey Cooperative Purchasing Program Contract #83909 for said equipment totaling \$55,282.05; and

WHEREAS, funding for acquisition of said equipment is available through the approved 2018 Class III Officers budget with approval and reimbursement provided by the West Windsor-Plainsboro School District; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said equipment in the following account:

Police-Class III Officers	105-18-599	\$55,282.05
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NOW, THEREFORE, BE IT RESOLVED, by the Township Council of West Windsor Township that the Business Administrator is authorized to purchase said equipment under the State of New Jersey Cooperative Purchasing Program Contract #83909 from Motorola Solutions, Inc. c/o Wireless Communications & Electronics.

Adopted: October 29, 2018

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on the 29th day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor wishes to purchase one (1) power lift stretcher to aid Township firefighters in moving patients during medical emergencies through the County of Bergen Cooperative Purchasing Program as authorized through the New Jersey Cooperative Purchasing Program N.J.S.A. 40A:11-11(5); and

WHEREAS, on September 4, 2018, the Township of West Windsor adopted Resolution 2018-R200 authorizing purchases through the County of Bergen Coop CK04; and

WHEREAS, Stryker EMS Equipment, 3800 East Central Ave., Portage, MI 49002, has been awarded the Bergen County Coop Resolution #603-18 for said power lift stretcher, and

WHEREAS, the purchase of the power lift stretcher was included in the 2018 capital budget, and the total cost for this purchase will not exceed \$53,031.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said equipment in the following account:

Emergency Services – Acquisition of Equipment 405-2018-15-019 \$53,031.00

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Township Business Administrator is hereby authorized to purchase one (1) power lift stretcher for \$46,656.00 and a five (5) year warranty for \$6,375.00 (not included in coop) from Stryker EMS Equipment through the Bergen County Coop #603-18 for a total not to exceed of \$53,031.00.

Adopted: October 29, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor needs to purchase One (1) 2019 Ford F450 Cab & Chassis Crew Cab 4x4 Mason Dump for the Department of Public Works; and

WHEREAS, Cherry Hill Winner Ford, 250 Berlin Road, Cherry Hill, NJ 08034 has been awarded New Jersey State Contract #A88215, T2102; and

Comm Code: 072-04-073538, Line # 00023	
2019 Ford F450 Cab & Chassis Crew Cab 4x4 Mason Dump	\$34,569.00
Comm Code: 072-04-73541, Line # 00026	
9' 3-4CU YD Dump	\$ 6,109.00
Comm Code: 072-04-073542, line # 00027	
Boss 9' Plow	\$ 4,475.00

WHEREAS, Factory Options that are not part of the State Contract totaling \$7,987.00 and need to be built into the vehicle are as follows:

Discounted Items

LT225/70Rx19.5G BSW Max Traction (4x4)	\$ 215.00
Spare Tire & Jack	\$ 350.00
Limited Slip Rear Axle	\$ 360.00
Tow Command Package	\$ 270.00
Snow Plow Prep Package	\$ 185.00
XL Decor Package	\$ 220.00
Cap Steps (Crew Cab)	\$ 445.00
Power Equipment Group (Crew Cab)	\$ 1,125.00
PTO Provision	\$ 280.00
DISCOUNT (10%)	\$ (345.00)
Total	\$ 3,105.00

Non Discounted Items

Boss Deflector	\$ 295.00
Upgrade Hoist to 10 ton Capacity	\$ 995.00
Manual Tarp	\$ 395.00
PTO Powered Hoist	\$ 2,495.00
Steel Stone Shields in front of Rear Wheels	\$ 175.00
18"x18"x36" Aluminum Tool Box Mounted Under Dump Body	\$ 675.00
Full Plate Combo Hitch w/2" Ball	\$ 595.00
Grille Mounted Jump Start Kit	\$ 475.00
DOT 6, 4 LED Strobes in Cab Shield, 2 at Rear of Body	\$ 1,695.00
Backup Alarm	\$ 97.00
Molded HD Vinyl Floor Mats, Front	\$ 95.00

WHEREAS, Alexander Drummond, Director of Public Works recommends the Township purchase

One (1) 2019 Ford F450 Cab & Chassis Crew Cab 4x4 Mason Dump; and

WHEREAS, funding for the acquisition of said vehicle with options for the Department of Public Works is available through the approved 2018 Capital Budget; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said vehicle in the following account:

Public Works - Acquisition of Vehicle 405 2018 15 026 \$56,245.00

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of West Windsor that the Business Administrator is authorized to purchase one (1) 2019 Ford F450 Cab & Chassis Crew Cab 4x4 Mason Dump under the New Jersey State Contract #: A88215, T2102 and factory options not under State Contract for a total of \$56,245.00 from Cherry Hill Winner Ford, 250 Berlin Road, Cherry Hill, NJ 08034.

Adopted: October 29, 2018

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on 29th day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of West Windsor has the need on a timely basis to purchase technological goods or services utilizing State contracts and State approved Cooperative Purchasing agreements; and

WHEREAS, on October 1, 2018 by resolution 2018-225 the Township Council authorized the Business Administrator to purchase hardware under State Approved Co-op #65MCESCCPS, Bid #ESCNJ 18/19-03-Technology Supplies & Services in the amount of \$92,000.00; and

WHEREAS, it is necessary to increase budget for such contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said contract in the following line appropriation accounts:

121431 - Uniform Fee Fire Code Local \$3,278.52

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of West Windsor that the Chief Financial Officer is hereby authorized to increase the contract amount to date from \$92,000.00 with CDW Government to a revised contract amount of \$95,278.52.

Adopted: October 29, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, West Windsor Township needs to purchase three (3) 2019 Police Interceptor Utility AWD vehicles; and

WHEREAS, Chas S. Winner, Inc., dba Winner Ford, 250 Berlin Road, Cherry Hill, New Jersey 08034 has been awarded New Jersey State Contract #A88728

Price Line #00005	Commodity Code: 071-080-084097	\$76,575.00
Price Line #00006	Commodity Code: 071-080-084098	\$3,250.80

WHEREAS, there are additional factory options totaling \$11,292.00 that are not part of New Jersey State Contract #A88728; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said vehicles in the following accounts:

Police Vehicles	105-18-424	\$54,117.80
Police - Acquisition of Vehicles	405-2018-15-022	\$37,000.00

NOW, THEREFORE, BE IT RESOLVED, by the West Windsor Township Council that the Business Administrator is authorized to purchase three (3) 2019 Police Interceptor Utility AWD vehicles from Chas S. Winner, Inc., dba Winner Ford for \$79,825.80; and

BE IT FURTHER RESOLVED, by the West Windsor Township Council that the Business Administrator is authorized to purchase the additional factory options from Chas S. Winner, Inc., dba Winner Ford for \$11,292.00.

Adopted: October 29, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on 29th day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor wishes to purchase personal protective clothing for the Township’s firefighters through the State of New Jersey’s Cooperative Purchasing Program (NJSA 40A:11-12), and

WHEREAS, FF1 Professional Safety Services, 34 Wilson Drive, Sparta, NJ 07871, has been awarded the New Jersey State Contract # A80946 for said personal protective clothing, and

WHEREAS, the new personal protective clothing will replace pieces of clothing that have been deemed unsafe and are at least five (5) years in age, and

WHEREAS, the purchase of the personal protective clothing was included in the 2017 capital budget, and

WHEREAS, the total cost for this purchase is \$13,658.40, and

WHEREAS, the West Windsor Township Chief Financial Officer has certified that sufficient funds, are available in the following Capital Budget Account:

Acquisition of Equipment-Non-Vehicular	405-2017-21-016	\$13,658.40
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NOW, THEREFORE, BE IT RESOLVED by Township Council of the Township of West Windsor that the Township Business Administrator is hereby authorized to purchase the above, under New Jersey State Contract # A80946 from FF1 Professional Safety Services.

Adopted: October 29, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 29th day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

- WHEREAS, in April of 2015 the Township retained Maser Consulting, by Darlene Green, to provide the planning services in the action styled *In the Matter of West Windsor Township*, docket number MER-L-1561-16, including preparation of a housing element and fair share plan and testimony at trial. Ms. Green had prepared prior housing elements and fair share plans for the Township and was intimately familiar with the Township's prior round programs; and
- WHEREAS, Ms. Green provided services in the declaratory judgment action, including preparation of a memorandum that was submitted in December 2015 as part of the Township's preliminary fair share program in order to secure an extension of immunity as per order of the court; preparation of certifications relating to the 1,000 unit cap issue; preparation of drafts of a housing element and fair share plan and general ordinances dealing with affordable housing standards and the affordable housing trust fund; and preparation of Exhibits A, B, and C of the Settlement Agreement approved by Township Council on October 10, 2018 and filed by the Township with the court on October 11, 2018. She did not participate in the selection of new sites for the program, the concept plans relating thereto, the ordinances included in Exhibit D of the Settlement Agreement, the negotiations with AvalonBay that led to the Township's settlement with it in June 2018, or any other matter pertaining to the substance of the program. Her role was limited to a description of the sites in the program and related information and her conclusion that each of them satisfied the four COAH criteria pertaining to them; and
- WHEREAS, on October 17, 2018, Samuel J. Surtees, the West Windsor Land Use Manager, received a voice mail from Kevin Haney, the President of Maser Consulting, advising him that Ms. Green may have a conflict of interest working with the Township since Maser is providing consulting services for the AvalonBay project included in the Settlement Agreement as well as Princeton Ascend and the Sun Bank redevelopment, which is to be heard by the Zoning Board. In a telephone conversation with Mr. Haney on October 18, 2018, Mr. Haney told Mr. Surtees that he would have Ms. Green complete the Housing Element and Fair Share Plan, but that she would not testify; and
- WHEREAS, the Township Council has been advised by counsel that he does not believe that an actual conflict exists, since Ms. Green had not played any role in the formulation of the Township's Fair Share Plan, including site selection, but that the prudent course of action would be to terminate the participation of Ms. Green and Maser Consulting as a whole in the declaratory judgment action. He advises that Fair Share Housing Center and the Special Master have agreed that such termination should be done; and

- WHEREAS, Ms. Green has been told not to do any further work in the matter; and
- WHEREAS, given the circumstances set forth, it is necessary for the Township to retain a planner to complete the Housing Element and Fair Share Plan, provide testimony at the fairness hearing and compliance hearing, and undertake such other work as may be necessary until the declaratory judgment action is completed; and
- WHEREAS, it would be appropriate to retain Burgis Associates, Inc. to handle such work, as it has been the Township Planner since 2015 and has been a planner that has provided the substantive input on the fair share plan that is part of the Settlement Agreement, including interacting with developers of sites in the program on the concept plans that are included in Exhibit C and the ordinances that are included in Exhibit D. It also provided the planning services during the negotiations with AvalonBay that led to the June 2018 settlement. Selection of the new sites was undertaken by Township Administration; and
- WHEREAS, as is set forth in the Certification of Joseph H. Burgis attached hereto, Mr. Burgis has reviewed Exhibits A, B, and C; is satisfied that they are accurate with minor exceptions and that the professional opinions offered by Ms. Green as to the sites' approvability, availability, developability, and suitability are well grounded; and has endorsed the text. The exceptions are that five of the addresses in the structural conditions survey, Exhibit A, are duplicative and that the rehabilitation component should go down to 27 and that the section on AvalonBay should indicate that the 20 age-restricted units may be rental or for-sale. These corrections will be noted at the fairness hearing and made during the preparation of the Housing Element and Fair Share Plan that will be the subject of the compliance hearing; and
- WHEREAS, in light of Burgis's independent evaluation of and validation of the settlement agreement components of which Ms. Green was the drafter, Township Council reaffirms its approval of the Settlement Agreement, including the Exhibits; and
- WHEREAS, it is in the best interest of the Township to enter into an Agreement with Burgis Associates, Inc. to provide the aforesaid services.

NOW, THEREFORE, BE IT RESOLVED on this 29th day of October, 2018 by the West Windsor Township Council as follows:

- (1) The October 10, 2018 approval of the Settlement Agreement with Exhibits is hereby reaffirmed with the two changes set forth in the eighth “Whereas” clause.
- (2) The Mayor and Clerk are hereby authorized and directed to execute the Professional Services Agreement attached hereto.
- (3) The contract may be awarded without competitive bidding as authorized by the Local Public Contracts Law pursuant to *N.J.S.A. 40A:11-5(1)(a)* because the services are professional in nature.
- (4) A notice of this action shall be published in the newspaper used by the Township for legal publications as required by law within ten (10) days of its passage.

ADOPTED: October 29, 2018

I hereby certify this is a true copy of a Resolution adopted by the West Windsor Township Council at their meeting held on the 29th day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, on June 11, 2012, the Township entered into an agreement with The Hamlet at Bear Creek, LLC whereby The Hamlet would have designed and installed a new HVAC system for the 61 age-restricted affordable units in its development. The Township was to pay three quarters of the costs up to a certain amount, with The Hamlet paying the remainder; and

WHEREAS, The Hamlet failed to perform under the contract; and

WHEREAS, the Township filed a lawsuit seeking specific performance under the contract by The Hamlet; and

WHEREAS, The Hamlet has presented financials supporting its position that it would not be able to pay its share of the costs; and

WHEREAS, it is unlikely that, even if an order for specific performance were entered by the court, The Hamlet would comply with it; and

WHEREAS, The Hamlet is willing to pay the Township's out-of-pocket costs incurred during the time period prior to the litigation when the Township repeatedly sought performance by The Hamlet; and

WHEREAS, the attached Settlement Agreement and Release provides for such payment, in three equal installments starting on June 30, 2019; and

WHEREAS, it is in the best interest of the Township to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED on this 29th day of October, 2018 by the West Windsor Township Council that the Mayor and Clerk are authorized and directed to execute the Agreement attached hereto.

ADOPTED: October 29, 2018

I hereby certify this is a true copy of a Resolution adopted by the West Windsor Township Council at their meeting held on the 29th day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township