

**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
December 16, 2019**

6:30 P.M.

1. Call to Order
2. Statement of Adequate Notice - January 11, 2019 to The Times and the Princeton Packet.
3. Closed Session
4. Salute to the Flag
5. Roll Call
6. Ceremonial Matters and/or Topic for Priority Consideration

Recognition of Council Member Ayesha Hamilton for her Years of Service to West Windsor Township

Recognition of Council Member Alison Miller for her Years of Service to West Windsor Township

Recognition of Council Member Yingchao "YZ" Zhang for his Years of Service to West Windsor Township
7. 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

- 2019-36 AN ORDINANCE TO ESTABLISH A SALARY AND WAGE PLAN FOR THE TOWNSHIP OF WEST WINDSOR AND PROVIDE FOR THE ADMINISTRATION THEREOF - FIREFIGHTERS/CAPTAINS
- 2019-37 AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 4 ADMINISTRATION OF GOVERNMENT ARTICLE II OFFICE OF MAYOR SECTIONS 4-4 EXECUTIVE POWER; 4-6 APPOINTMENT POWER; 4- ATTENDANCE AND PARTICIPATION IN COUNCIL MEETINGS; SPECIAL MEETINGS; ARTICLE III COUNCIL SECTION 4-16 PUBLIC MEETINGS; ARTICLE V SECTION 4-20 BUDGET & EXPENDITURES; ARTICLE XIII SECTIONS 4-61 ENVIRONMENTAL COMMISSION; 4-64 PARKING AUTHORITY; 4-68 ZONING BOARD OF ADJUSTMENT
- 2019-38 AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST CABLEVISION OF CENTRAL NEW JERSEY, INC TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWNSHIP OF WEST WINDSOR, NEW JERSEY

10. Consent Agenda

A. Resolutions

- 2019-R259 Establishing January 1, 2020 as an Official Township Holiday
- 2019-R260 Authorizing the Refund of Permit Fees to Cranbury Comfort Systems - 1 Hawthorne Drive
- 2019-R261 Authorizing the Refund of Permit Fees to Niyatendra Tripathy - 4 Plymouth Court
- 2019-R262 Authorizing the Refund of Permit Fees to Mid-State Heating and Cooling - 2 Douglas Drive

2019-R263 Authorizing Refund of Development Plan Review for Alastair Bellany & Deborah Yaffe

2019-R264 Authorizing the Refund of Overpaid Taxes - 109 Rainflower Lane

B. Minutes

November 18, 2019 - Business Session - as amended
December 2, 2019 - Business Session - as amended

C. Bills & Claims

11. Items Removed from Consent Agenda

12. Recommendations from Administration and Council/Clerk

2019-R265 Authorizing the Fourth One Year Extension of the Shared Services Agreement with Hamilton Township for the Utilization of Certain Services of the Hamilton Township Ecological Facility for the Disposal of Brush/Leaves and to Pickup Mulch/Wood Chips - \$75,000.00

2019-R266 Authorizing the Business Administrator to Purchase from CDW-G an Additional Virtual Infrastructure Storage - \$23,740.00

2019-R267 Authorizing the Business Administrator to Purchase from CDW-G Workstations for the Police Division - \$38,925.00

2019-R268 Authorizing the Mayor and Clerk to Execute a Memorandum of Understanding with Princeton University for Annual Voluntary Payments in the amount of \$170,000.00 per year with a 4% Annual Increase through December 30, 2023

2019-R269 Authorizing the Mayor and Clerk to Execute the Tri-Party Agreement Between Pereira Investment Corp., 400 Steps LLC and West Windsor Township Concerning the Parameters for Condemnation of the Pereira Site, 15 Cranbury Road

2019-R270 Authorizing the Mayor and Clerk to Execute the Second Amendment to the Redevelopment Agreement Between 400 Steps LLC and West Windsor Township

2019-R271 Approval of the Governor's Council on Alcoholism and Drug Abuse Municipal Alliance Grant - Local Match is \$2,798.50 Which is 50% of Cash Match shown \$5,597.00

13. Introduction of Ordinances
14. Additional Public Comment (three-minute limit per person)
15. Council Reports/Discussion/New Business
16. Administration Updates
17. Closed Session
18. Adjournment

RESOLUTION

WHEREAS, the Township Council's Reorganization meeting is scheduled for January 2, 2020 at which time the Township Council will designate the official holidays for Township employees for 2020; and

WHEREAS, the official holiday for New Year's Day falls on January 1, 2020.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of West Windsor that the following day be designated as an official holiday for Township employees:

<u>2020 Holiday</u>	<u>Date of Office Closing</u>
New Year's Day	January 1, 2020

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Construction Official, Domenick Cardarelli, has certified that the following applicant has paid \$267.00 for permit fees; and

WHEREAS, the permits for 1 Hawthorne Drive were cancelled by the contractor; and

WHEREAS, said contractor is entitled to a refund of \$255.00 which is the permit fee minus the DCA fees, which are nonrefundable.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the following refund be made:

<u>Applicant</u>	<u>Refund</u>
Cranbury Comfort System 1 Hawthorne Drive West Windsor, NJ 08550	\$255.00

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Construction Official, Domenick Cardarelli, has certified that the following applicant has paid \$490.00 for permit fees; and

WHEREAS, the permits for 4 Plymouth Court were cancelled by the homeowner; and

WHEREAS, said homeowner is entitled to a refund of \$455.00 which is the permit fee minus the DCA fees, which are nonrefundable.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the following refund be made:

<u>Applicant</u>	<u>Refund</u>
Niyatendra Tripathy 4 Plymouth Court West Windsor, NJ 08550	\$455.00

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Construction Official, Domenick Cardarelli, has certified that the following applicant has paid \$212.00 for permit fees; and

WHEREAS, the permits for 2 Douglas Drive were cancelled by the applicant; and

WHEREAS, said applicant is entitled to a refund of \$200.00 which is the permit fee minus the DCA fees, which are nonrefundable.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the following refund be made:

<u>Applicant</u>	<u>Refund</u>
Mid-State Heating & Cooling 2 Douglas Drive West Windsor, NJ 08550	\$200.00

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the following applicant(s) filed application(s) with West Windsor Township Planning/Zoning Board; and

WHEREAS, in conjunction with such application(s), the following applicant(s) deposited with the Township of West Windsor escrow deposits pursuant to Section 82-3D(1) of the Revised General Ordinances of the Township of West Windsor; and

WHEREAS, professional services undertaken on behalf of the Township in conjunction with said application(s) have been withdrawn and the costs thereof have been listed below; and

WHEREAS, this remains a partial balance in the applicant's escrow account, which applicant is entitled to be refunded.

Date of Deposit	Project No.	Developers	Total Escrow	Total Disb...	Balance of Escrow
29-Aug-19	ZB 19-09	Alastair Bellany & Deborah Yaffe	\$ 3,500.00	\$ (1,398.00)	\$ 2,102.00
			<u>\$ 3,500.00</u>	<u>\$ (1,398.00)</u>	<u>\$ 2,102.00</u>

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Treasurer is hereby authorized and directed to refund to the applicant(s) the portion of the escrow deposits which the applicant(s) is entitled to be refunded as set forth above.

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Tax Collector, Kelly A. Montecinos, has certified the following taxpayer overpaid their taxes; and

WHEREAS, the Tax Collector is requesting that the overpaid taxes be refunded.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the following refund be made:

<u>Taxpayer</u>	<u>Refund</u>
PAYEE: Weiss, Gary & Reiss Suzanne 109 Rainflower Lane Princeton Jct, NJ 08550	\$2,004.06

ASSESSED OWNER: Weiss, Gary H. & Reiss, Suzanne
PROPERTY LOCATION: 109 Rainflower Lane
BLOCK: 35 LOT: 105.01

Total	\$2,004.06
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Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1 et seq., permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdictions; and

WHEREAS, the Township of Hamilton operates the Hamilton Township Ecological Facility located on Kuser Road in Hamilton Township (hereinafter “Ecological Facility”); and

WHEREAS, West Windsor Township and Hamilton Township share mutual interest and objectives in the desire to utilize certain services of the Ecological Facility and have mutually agreed upon a shared services agreement (2015-R167 adopted August 24, 2015) that permits the Department of Public Works to dispose of brush and pick-up bulk mulch and wood chips; and

WHEREAS, West Windsor Township intends to exercise the fourth (4th) of nine (9) one (1) year contract extensions and will pay Hamilton Township a total of Seventy-Five Thousand Dollars (\$75,000) in quarterly allotments for the term of the Agreement January 1, 2020 through December 31, 2020 in consideration for the services and materials rendered and provided; and

WHEREAS, the Chief Financial Officer of the Township has certified that funds to utilize certain services of the Ecological Facility are available in the following account:

Refuse Collection/Brush Disposal 105-58-219

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the fourth (4th) extension of the Shared Services Agreement is approved for the period January 1, 2020 through December 31, 2020.

Adopted: December 16, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at its meeting held on the 16th day of December 2019.

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

WHEREAS, the Township is in need of additional virtual infrastructure storage capacity; and

WHEREAS, CDW Government is an authorized vendor under NJ State Approved Co-op #65MCESCCPS, Bid #ESCNJ 18/19-03-Technology Supplies & Services, and

WHEREAS, As of December 4, 2019 the Township’s total aggregate spending with CDW Government under NJ State Approved Co-op #65MCESCCPS, Bid #ESCNJ 18/19-03-Technology Supplies & Services was as follows:

Purchase Order # 52594	105-04-353	5/14/2019	\$ 183.36
Purchase Order # 53100	105-10-354	7/30/2019	\$ 24.06
Purchase Order # 53284	105-18-354	10/1/2019	\$ 1,649.11
Purchase Order # 53376	405-2019-18-001	10/16/2019	\$ 736.90
Purchase Order # 53377	405-2019-18-001	12/3/2019	\$ <u>1,880.00</u>
			\$ <u>4,473.43</u>

WHEREAS, the total cost of the Hardware necessary is \$23,740.00 and the Chief Financial Officer has approved funding for the above from the following capital account:

4 05 2019 18 001	Network/Computer/Printer/Scanner Upgrade	\$ 23,740.00
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NOW, THEREFORE, BE IT RESOLVED, that the Township Council authorizes the Business Administrator Marlena Schmid to purchase the above from CDW Government under NJ State Approved Co-op #65MCESCCPS, Bid #ESCNJ 18/19-03-Technology Supplies & Services.

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

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

WHEREAS, Microsoft’s extended support for the Windows 7 operating system will end on January 14, 2020; and

WHEREAS, CDW Government is an authorized vendor of HP Inc. under NJ State Contract M0483-89974, and

WHEREAS, the following resolutions were approved and certification of funds were authorized as follows:

2019-R098	CDW Government	8/19/2019	\$ 61,891.00	COF 2019-77
2019-R229	CDW Government	10/28/2019	<u>\$ 3,675.00</u>	COF 2019-108
			<u>\$ 65,566.00</u>	

WHEREAS, the total cost of the Workstations necessary is \$38,925.00 and the Chief Financial Officer has certified the availability of funds in the following account for the above:

405 2018 15 021	Police-Acq. Of Office/Computer Equipment	\$ 38,925.00
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NOW, THEREFORE, BE IT RESOLVED, that the Township Council authorizes the Business Administrator Marlena Schmid to purchase the above from CDW Government under NJ State Contracts M0483-89974.

BE IT FURTHER RESOLVED, that the authorization to the existing New Jersey State Contract M0483-89974 is amended to reflect the \$38,925.00 increase from \$65,566.00 to \$104,491.00.

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

 Gay M. Huber
 Township Clerk
 West Windsor Township

RESOLUTION

WHEREAS, Princeton University (hereinafter the “University”) owns substantial land within the Township of West Windsor (hereinafter the “Township”), and has existing University operations in the Township; and

WHEREAS, since 2009 the University has made an annual contribution to the Township pursuant to Resolution 2009-R261, as well as other voluntary payments to the Township; and

WHEREAS, in keeping with the University’s commitment to provide some assistance to host municipalities as a responsible citizen, the University has volunteered to make certain payments to the Township, and

WHEREAS, the Township has gratefully agreed to accept such voluntary payments.

NOW, THEREFORE, BE IT RESOLVED this 12th day of December, 2019 by the Township Council of the Township of West Windsor as follows:

1. The Township approves the attached Memorandum of Understanding (MOU) with the University whereby the University will make annual voluntary payments to the Township each year, beginning with the year 2019. The amount of the 2019 payment will be \$170,000. In recognition of the rising costs of municipal services, the University will increase the voluntary payment annually by 4% per year after the initial \$170,000 payment. The term of this agreement will be five years. The payment will be made annually by the University no later than December 30th, with the last payment to be made in 2023.
2. This MOU replaces and supersedes the MOU approved by Resolution 2009-R261. This resolution and MOU constitute the entire understanding of the Township and the University with respect to the subject matter hereof and supersede all prior written or oral understandings, negotiations, and agreements.
3. The University and the Township will endeavor in good faith beginning in the first quarter of 2023 to enter into a new memorandum of understanding regarding University contributions to the Township in the years following the end of the term of this memorandum of understanding.
4. The Mayor and Clerk are authorized to sign the aforesaid document on behalf of the Township of West Windsor.

Adopted: December 16, 2019

I certify the above Resolution was adopted by the West Windsor Township Council at its meeting on the 16th day of December 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

- WHEREAS, Pereira Investment Corp. ("Pereira") is the record owner of property located at 15 Cranbury Road (rear), West Windsor, New Jersey and designated on the Tax Map of the Township of West Windsor as Block 5, Lot 19 ("Property"); and
- WHEREAS, the Township of West Windsor ("Township") has designated the area in which the Property is located as the Princeton Junction Redevelopment Area and has adopted a Redevelopment Plan that, as amended, proposed to acquire the Property; and
- WHEREAS, the Township adopted an ordinance authorizing the acquisition of the Property for the purposes of effectuating the goals and objectives set forth in the Redevelopment Plan and Housing Element & Fair Share Plan; and
- WHEREAS, 400 Steps LLC ("400 Steps") is the Township's selected redeveloper of the Property for a residential project including a 20% affordable rental housing set-aside ("Project"); and
- WHEREAS, pursuant to the Redevelopment Agreement entered into between the Township and 400 Steps, 400 Steps is obligated to fund and pay for the Township's reasonable costs of the acquisition and/or condemnation of the Property; and
- WHEREAS, the Township previously sought to acquire the Property through a condemnation action filed in the Superior Court of New Jersey, Law Division, Mercer County, bearing Docket No. MER-L-1560-18 ("Prior Action"); and
- WHEREAS, in light of Pereira's challenge to the taking, the Court dismissed the Prior Action without prejudice and determined that Pereira is entitled to its attorney's fees and costs in the Prior Action, the court determining that the Township did not have the authority to acquire the Property by eminent domain on the grounds that the basis it used in making a pre-litigation offer to Pereira was faulty; and
- WHEREAS, the Township will be seeking to acquire the Property for the Project in a new condemnation action yet to be filed ("New Action"); and
- WHEREAS, the Parties have reached an agreement on several issues with respect to the New Action, the most pertinent for the Township being that Pereira cannot challenge the authority of the Township to acquire the property by eminent domain; and

WHEREAS, other provisions of the agreement relate to the minimum amount that Pereira will be paid for the Property and give the right to challenge the value as determined by condemnation commissioners, the court, or a jury. Such provisions represent business decisions made between Pereira and 400 Steps and do not concern the Township, as it will be reimbursed for its costs in condemning the Property; and

WHEREAS, it is in the best interest of the Township to execute the agreement.

NOW, THEREFORE, BE IT RESOLVED, by Township Council of the Township of West Windsor that the Mayor and Clerk are hereby authorized and directed to execute the agreement.

Adopted: December 16, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 16th day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

- WHEREAS, the Township Council (the “Township Council”) of the Township of West Windsor (the “Township”) designated a series of properties in Blocks 5, 6, 6.2, 12.04, 13, 57, 59 and 64 on the Township’s tax maps (collectively, the “Redevelopment Area”) as an area in need of redevelopment in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et. seq.* (the “Redevelopment Law”); and
- WHEREAS, the Township Council approved and adopted a redevelopment plan for the Redevelopment Area, entitled “Township of West Windsor Redevelopment Plan for Princeton Junction”; and
- WHEREAS, on December 17, 2017, the Township and 400 Steps, LLC (the “Redeveloper”) entered into that certain Redevelopment Agreement, as amended by that Amendment to Redevelopment Agreement dated April 29, 2019 (as amended, the “Redevelopment Agreement”) in connection with the redevelopment of the portion of the Redevelopment Area designated as Block 5, Lot 19 on the Township’s tax map (the “Project Area”); and
- WHEREAS, under the Redevelopment Agreement, the Redeveloper is to construct, on the Project Area, a project consisting of up to 180 rental housing units, 20% of which will be set aside for households of low and/or moderate income (the “Redevelopment Project”); and
- WHEREAS, under the Redevelopment Agreement, in the event the Redeveloper is unable to acquire the Project Area from the current owner, Pereira Investment Corp. (“Pereira”) the Township is to acquire the Project Area by condemnation, if necessary and, in such event, the Redeveloper will be responsible for the payment of costs associated therewith; and
- WHEREAS, the Township initiated a condemnation action to acquire the Project Area, however, the action was dismissed by the Superior Court, Law Division, Mercer County; and
- WHEREAS, the Township, Pereira and the Redeveloper then negotiated an agreement (the “Tri-Party Agreement”), under which Pereira agreed that the Township may acquire the Project Area by condemnation, and the Township and the Redeveloper agreed that Pereira may nevertheless contest the current determination as to the Project Area’s fair market value; and
- WHEREAS, under the Tri-Party Agreement, the Township is to deposit funds in the amount of \$2,000,000, into court representing the Township’s current estimate of fair market value for the Project Area, and the Township and/or Redeveloper are to pay Pereira’s legal fees relating to the initial condemnation action with the Redevelopment Agreement Second Amendment that is the subject matter of this Resolution modifying as between the Township and the Redeveloper the obligations set forth in this Whereas clause; and

WHEREAS, the Township and the Redeveloper desire to amend the Redevelopment Agreement to obligate the Redeveloper to make payments associated with the acquisition of the Project Area at certain times, including the Redeveloper's deposit of \$2,000,000 with Redeveloper's counsel, to be held in trust and paid into court upon the filing, by the Township, of a new condemnation complaint, and payment of Pereira's counsel fees and to provide certain payment guarantees from the Redeveloper to ensure the Redeveloper will make the required payments to the Township in the future, including payments for the Township's attorney's fees and any other costs it has incurred, so that all of the expenses that under the Tri-Party Agreement are the responsibility of the Township and the Redeveloper are paid solely by the Redeveloper; and

WHEREAS, toward those ends, the Township desires to approve a form of a second amendment to the Redevelopment Agreement (the "Redevelopment Agreement Second Amendment"; a form of which is attached hereto as **Exhibit A**) to memorialize the changes to the Redevelopment Agreement.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED that the Mayor is hereby authorized to execute the Redevelopment Agreement Second Amendment by and between the Township and the Redeveloper, in a form substantially similar to that attached hereto as **Exhibit A**, and the Township Clerk is hereby authorized and directed to attest the Mayor's execution of the Redevelopment Agreement Second Amendment.

BE IT FURTHER RESOLVED that a fully-executed Redevelopment Agreement Second Amendment may be released to the Redeveloper contemporaneously with the Redeveloper's deposit of \$2,000,000 with Redeveloper's counsel for the purpose described herein and payment of Pereira's counsel fees that the Township and Redeveloper are required to pay under the Tri-Party Agreement.

Adopted: December 16, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting on the 16th day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

Exhibit A

Form of Redevelopment Agreement Second Amendment

400 Steps - Reso re 2nd Amendment to RDA 12-3-19

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2020-June 2025

2019-R271

RESOLUTION
FORM 1B

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, the Township of West Windsor, County of Mercer, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Mercer;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of West Windsor, County of Mercer, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the West Windsor-Plainsboro Municipal Alliance grant for Fiscal Year 2021 (July 1, 2020-June 30, 2021), in the amount of:

DEDR	\$ 22,388.00
Cash Match	\$ 5,597.00
In-Kind	\$ 16,791.00

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Hemant Marathe, Mayor

CERTIFICATION

I, Gay M. Huber, Township Clerk of the Township of West Windsor, County of Mercer, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council on this 16th day of December, 2019.

Gay M. Huber, Township Clerk

ORDINANCE 2019-36

AN ORDINANCE TO AMEND AND SUPPLEMENT
THE REVISED GENERAL ORDINANCES
OF THE TOWNSHIP OF WEST WINDSOR

AN ORDINANCE TO ESTABLISH A SALARY AND WAGE PLAN FOR
THE TOWNSHIP OF WEST WINDSOR AND
PROVIDE FOR THE ADMINISTRATION THEREOF

Section 1. BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST WINDSOR, COUNTY OF MERCER, STATE OF NEW JERSEY, that the salary and wage plan for employees and officers of the Township is as follows:

G. ANNUAL SALARIES FOR FIREFIGHTERS AND FIRE CAPTAINS

1. JOB CLASSIFICATIONS FOR EMPLOYEES whose positions are represented by the International Association of Firefighters bargaining Unit shall be noted below:

Employees Hired Before January 1, 2017

	2019	2020	2021	2022
	1.85%	1.95%	2.00%	2.00%
Firefighter				
Entry				
Second				
Third				
Fourth	\$57,986			
Fifth	\$62,696	\$63,919		
Sixth	\$67,341	\$68,654	\$70,027	
Seventh	\$75,945	\$77,426	\$78,975	\$80,555
Fire Captain	\$84,295	\$85,939	\$87,658	\$89,411

Employees Hired After January 1, 2017

	2019	2020	2021	2022
	1.85%	1.95%	2.00%	2.00%
Firefighter				
Entry	\$43,307			
Second	\$47,485	\$48,411		
Third	\$50,861	\$51,853	\$52,890	
Fourth	\$54,236	\$55,294	\$56,400	\$57,528
Fifth	\$57,612	\$58,735	\$59,910	\$61,108
Sixth	\$60,989	\$62,178	\$63,422	\$64,690
Seventh	\$64,365	\$65,620	\$66,932	\$68,271
Eighth	\$67,740	\$69,061	\$70,442	\$71,851
Ninth	\$71,117	\$72,504	\$73,954	\$75,433
Tenth	\$75,945	\$77,426	\$78,975	\$80,555
Fire Captain	\$84,295	\$85,939	\$87,658	\$89,411

Employees Hired After April 1, 2019

	2019	2020	2021	2022
	1.85%	1.95%	2.00%	2.00%
Firefighter				
Entry	\$43,307	\$43,307	\$43,307	\$43,307
Second	\$46,142	\$47,042	\$47,983	\$48,943
Third	\$48,977	\$49,932	\$50,931	\$51,950
Fourth	\$51,812	\$52,822	\$53,878	\$54,956
Fifth	\$54,647	\$55,713	\$56,827	\$57,964
Sixth	\$57,482	\$58,603	\$59,775	\$60,971
Seventh	\$60,317	\$61,493	\$62,723	\$63,977
Eighth	\$63,152	\$64,383	\$65,671	\$66,984
Ninth	\$65,987	\$67,274	\$68,619	\$69,991
Tenth	\$68,822	\$70,164	\$71,567	\$72,998
Eleventh	\$71,657	\$73,054	\$74,515	\$76,005
Twelfth	\$75,945	\$77,426	\$78,975	\$80,555
Fire Captain	\$84,295	\$85,939	\$87,658	\$89,411

Section 2. Part-time and per diem employees are paid based on the hourly rate of annual salary.

Section 3. This Ordinance shall be retroactive to January 1, 2019, after action or inaction by the Mayor as provided by law or an override of mayoral veto by the Council, whichever is applicable. Publication will be according to law.

- INTRODUCTION:
- PUBLIC HEARING:
- ADOPTION:
- MAYOR APPROVAL:
- EFFECTIVE DATE:

Ordinance 2019-37

AN ORDINANCE TO AMENDED AND SUPPLEMENT CHAPTER 4 ADMINISTRATION OF GOVERNMENT ARTICLE II OFFICE OF MAYOR SECTIONS 4-4 EXECUTIVE POWER; 4-6 APPOINTMENT POWER; 4- ATTENDANCE AND PARTICIPATION IN COUNCIL MEETINGS; SPECIAL MEETINGS; ARTICLE III COUNCIL SECTION 4-16 PUBLIC MEETINGS; ARTICLE V SECTION 4-20 BUDGET & EXPENDITURES; ARTICLE XIII SECTIONS 4-61 ENVIRONMENTAL COMMISSION; 4-64 PARKING AUTHORITY; 4-68 ZONING BOARD OF ADJUSTMENT

WHEREAS, a review of Chapter 4 Administration of Government was done.

NOW, THEREFORE BE IT RESOLVED that the Township Council approves the following changes to Chapter 4 of the Administration of Government as follows:

§ 4-4 Executive power.

The executive power of the Township shall be exercised by the Mayor pursuant to the Charter and law.

(N.J.S.A. 40:69A et. seq.)

4-6 Appointment power. (N.J.S.A. 40:69A-43 et. seq)

A. The Mayor shall appoint all officers and employees for whose selection or appointment no other provision is made by Charter, ordinance or general law.

§ 4-7 Attendance and participation in Council meetings; special meetings.

A. The Mayor may attend meetings of the Council and may take part in discussions of Council, but shall not vote except in the case of a tie on the question of filling a vacancy in the Council, in which case the Mayor may cast the deciding vote. **(N.J.S.A. 40A-16-9)**

§ 4-16 Public meetings.

A. Council shall hold its regular meetings and work sessions as per a resolution to be adopted at [each yearly] **the annual** organizational meeting, but not less than one meeting per month. This resolution may be amended or modified by subsequent resolutions duly adopted.

B. Notice.

- (1) In conformity with the Open Public Meetings Act, written notice of all meetings of the Council and every other public body as defined in the Act shall be noticed at least 48 hours in advance, giving time, date, location and, to the extent known, the agenda of any regular, special or rescheduled meeting. Such notice shall accurately state whether formal action may or may not be taken and shall be prominently posted on at least one place reserved for such or similar announcements on a bulletin board in the lobby of the Municipal Building and be mailed, telephoned, telegraphed or hand-delivered to at least two newspapers designated by the Township Council. Designated newspapers must publish often enough for the forty-eight-hour notice to be given to members of the public. Copies of the notice shall be filed with the Township Clerk.
- (2) Where the Council announces annual notice of its regular meetings, no further notice shall be required concerning such meetings. Such notice shall be in accordance with the schedule of the regular meetings of the Council to be held during the ensuing year, which the Township Clerk shall prepare, post and submit within seven days following the annual organizational [or reorganization] meeting of the Council, or, if there be no such organizational [or reorganization] meeting in the year, then not later than

January 10 of such year, pursuant to the terms of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. The Township Clerk shall, whenever a special meeting of the Council is called in accordance with the law, issue and cause notices thereof to be served upon the members of the Council, and other persons whose presence may be required, pursuant to law. **[Amended 6-1-2010 by Ord. No. 2010-11]**

Article V Budget and Expenditures

§ 4-20 Budget preparation.

- A. The budget shall be prepared by the Mayor with the assistance of the Business Administrator, the Township Chief Financial Officer and other applicable Directors. During the month of November, the Mayor shall require all Directors to submit requests for appropriations for the ensuing budget year and to appear at public hearings before the Mayor and/or Business Administrator about the various requests.
- B. The Business Administrator, with the assistance of the Chief Financial Officer, shall prepare all estimates of nonproperty tax revenues anticipated for the support of each annual budget.
- C. The budget document shall be prepared in such form as is required by law for municipal budgets and in accordance with the Charter. There shall be appended to the budget a detailed analysis of all items of expenditure and revenue.
- D. On or before January 15, the Mayor shall submit to the Council the recommended budget, together with such explanatory comment or statement as deemed desirable. At this time the budget shall become the Council's budget. N.J.S.A. 40:69A 46 et. seq.
- E. Council may reduce any item or items in the Mayor's budget by a vote of the majority of the Council, but any increase in any item or items shall become effective only upon an affirmative vote of 2/3 of the entire membership of the Council.

§ 4-61 Environmental Commission. N.J.S.A. 40:56A-3 et seq

- A. Creation. There is hereby created an Environmental Commission known as the "West Windsor Environmental Commission" for the protection, development or use of the natural resources, including water resources, located within the territorial limits of the Township, pursuant to the provisions of law.

§ 4-64 Parking Authority.

- A. Creation; powers. Acting pursuant to law, the Township hereby creates a public body corporate and politic to be known as the "Parking Authority of the Township of West Windsor." The Authority shall constitute a parking authority as contemplated and provided for by law and shall have all the power and duties given to parking authorities by law, as supplemented and amended; provided, however, that no real property shall be acquired by **[the]** eminent domain without the consent of the Township Council.

§ 4-68 Zoning Board of Adjustment.

[Amended 8-29-1994 by Ord. No. 94-33; 5-13-1996 by Ord. No. 96-10]

- A. Establishment; membership; terms; officers; staff; rules; compensation.

- (1) Establishment. The Zoning Board of Adjustment heretofore created is continued and is hereby established pursuant to N.J.S.A. 40:55D-69 et seq. as the Board of Adjustment for the municipality.

(2) Membership. The Zoning Board of Adjustment shall consist of seven regular members and two alternate members. All members including alternates shall be appointed by the Council. Alternate members shall be designated at the time of appointment [by the authority appointing them] as "Alternate No. 1" and "Alternate No. 2."

C. Appeals and applications.

(1) Appeals to the Board of Adjustment may be taken by any interested party affected by any decision of an administrative officer of the municipality based on or made in the enforcement of Part 4, Zoning, of Chapter 200, or the Official Map. Such appeal shall be taken within 20 days by filing a notice of appeal with the officer from whom the appeal is taken, specifying the grounds of such appeal. The officer from whom the appeal is taken shall immediately transmit to the Board all the papers constituting the record upon which the action appealed from was taken.

(2) Applications addressed to the original jurisdiction of the Board of Adjustment without prior application to an administrative officer shall be filed with the Secretary of the Zoning Board of Adjustment. Three or more copies of the application shall be filed. At the time of filing the appeal or application, but in no event less than 10 days prior to the date set for hearing, the applicant shall also file all plot plans, maps or other papers required by virtue of any provision of this chapter or any rule of the Board of Adjustment. The applicant shall obtain all necessary forms from the Secretary of the Zoning Board of Adjustment. The Secretary of the Board shall inform the applicant of the steps to be taken to initiate proceedings and of the regular meeting dates of the Board.

(3) An appeal stays all proceedings in furtherance of the action in respect of which the decision appealed from was made, unless the officer from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal shall have been filed with [him] that officer, by reason of facts stated in the certificate, a stay would in his opinion cause imminent peril to life or property. In such cases, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the Board of Adjustment or by the Superior Court of New Jersey on application or notice to the officer from whom the appeal is taken and on due cause shown.

Section 2. This ordinance shall be in force after action or inaction by the Mayor as provided by law or an override of mayoral veto by the Council, whichever is applicable, and publication according to law.

INTRODUCTION:

PUBLIC HEARING:

ADOPTION:

MAYOR'S APPROVAL:

EFFECTIVE DATE

ORDINANCE 2019-38

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF CENTRAL NEW JERSEY, LLC, TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM AND CABLE COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF WEST WINDSOR, MERCER COUNTY, NEW JERSEY.

BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF WEST WINDSOR, MERCER COUNTY, NEW JERSEY, AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE.

The Township hereby grants to Comcast of Central New Jersey, LLC (hereafter "Comcast") renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the Township of West Windsor, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Township of a cable television system and cable communications system.

SECTION 2. DEFINITIONS.

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms in supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Township" is the Township of West Windsor, County of Mercer, State of New Jersey.
- b. "Company" or "Comcast" is the grantee of rights under this Ordinance and is known as Comcast of Central New Jersey.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. § 48:5A-1, et seq. The "Cable Act" shall refer to Title VI of the U.S. Communications Act of 1934, as amended.
- d. "FCC" is the Federal Communications Commission, or successor governmental entity.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.
- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.

- i. "Primary Service Area" or "PSA" consists of the area of the Township currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS.

Public hearings conducted by the Township, concerning the renewal of Municipal Consent herein granted to the Company, were held during regularly-scheduled public meetings of the Township Council between December of 2016 and March of 2017, after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the Township, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Township hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

SECTION 4. DURATION OF FRANCHISE.

The non-exclusive Municipal Consent granted herein shall expire fifteen (15) years from the date of expiration of the previous Certificate of Approval issued by the Board.

In the event that the Township shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Township shall have the right to petition the OCTV, pursuant to N.J.S.A. § 48:5A-47, for appropriate action, including modification AND/OR termination of the Certificate of Approval; provided, however, that the Township shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE.

~~Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Township two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Township or any higher amount permitted by the Act or otherwise allowable by law, whichever is greater.~~
Pursuant to the terms and conditions of the Act, N.J.S.A. 48:5A-30, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent 2% of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law. The current fee is three and one-half percent (3.5%) of the Company's gross revenues, as defined under N.J.S.A. 48:5A-3(x), pursuant to N.J.S.A. 48:5A-30(d).

SECTION 6. FRANCHISE TERRITORY.

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Township and any property subsequently annexed hereto.

SECTION 7. EXTENSION OF SERVICE.

The Company shall be required to proffer ~~service serviceto any residence or business~~ along any public right-of-way to any person's residence or business located in all areas of the franchise territory as described herein, at tariffed rates for standard and non-standard installations. ~~in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM ("homes per mile") of 35 dwellings per linear mile from the nearest active trunk or feeder line.~~

SECTION 8. CONSTRUCTION REQUIREMENTS.

a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably comparable to the ~~good~~ condition as existed prior to the commencement of said work. Any restoration shall commence as expeditiously as practical, ~~but in no event shall restoration be commenced more than thirty (30) ten (10)~~ calendar days after written notice is issued to the Company by the Township.

b. Relocation: If at any time during the period of this consent, the Township shall undertake or approve the construction of any sanitary sewer or storm drainage line or other street improvement project (including, without limitation, installation of traffic signals, street lights, road improvements including widening, sidewalks and pedestrian amenities wherein the facility so constructed or approved is or shall become, by gift, transfer, dedication or otherwise, a public facility owned, maintained or operated by the Township). ~~alter or change the grade of any street, alley or other way or place~~ the Company, upon reasonable notice by the Township, ~~but no less than ninety (90) twenty (20) business days,~~ shall remove, re-lay or relocate its equipment, at the expense of the Company prior to approval of the board. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Township shall notify the Company of such funding and make available such funds to the Company.

c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Township so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

d. Temporary removal of cables: The Company shall, upon request of the Township, at the Company's expense, temporarily raise, lower or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances, subject to the prior approval of the board. Whenever a request for the temporary removal of cables is made by, for, or on behalf of private parties, the cost of temporary removal shall be borne by those same parties.

e. Installation of equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever practicable, in order to minimize the impact of same on surrounding property. [N.J.A.C. §14:18-2.3 (a)].

f. Traffic control: For all work performed by or on behalf of the Company in the streets or public rights of way which may disturb the normal flow of vehicular or pedestrian traffic, the Company shall comply with all state and generally-applicable local traffic safety regulations. ~~The Company agrees that it will utilize members of the West Windsor Township Police Department should law enforcement professionals be necessary for traffic control pursuant to state and/or local traffic safety regulations.~~

g. Minimum Interference: The Company shall make reasonable efforts to protect the public and its property from injury or damage and shall execute due care to reduce hazards to which employees, customers or the general public may be subjected by reasons of its equipment or facilities [N.J.A.C. §14:18-2.1 (c)].

h. Emergency Notification: The Company shall provide the Township's Business Administrator with a twenty-four (24) hour emergency telephone number at which a ~~named responsible adult~~ representative of the Company (not electronic voice mail or a recording) can be accessed in the event of an emergency.

i. Right of Inspection: The Company shall be responsible to ensure and prepared to show, on request by an authorized representative of the Office, that the Cable System complies with the applicable rules and regulations of Part 76, Subpart K of Title 47 C.F.R. §§ 76.601 – 76.617, as amended. The rights and obligations of the Township and Comcast under this Section shall at all times be subject to applicable federal law and FCC regulation.

j. Notice of Construction to Township: In accordance with N.J.A.C. § 14:18-2.1 et seq., if at any time for the duration of Municipal Consent the Company proposes to rebuild significant portions of the existing plant, and/or proposes to build significant areas of new plant, the Company shall file with the Board a schedule for the construction of its facilities and provide the Township a copy thereof upon request.

k. ~~Poles and Facilities: In accordance with N.J.S.A. § 48:3-17(a)(1), if the Township has previously adopted an ordinance requiring such municipal consent relative to public utilities placing its facilities in the public right of way, then the Company shall not erect any utility poles without the advance written permission of the Township for the pole(s) in question, which permission shall not be unreasonably withheld.~~

l. Temporary Hook-ups: Absent good cause shown, the Company shall not maintain and place any temporary installations for a period that exceeds thirty (30) calendar days, weather permitting.

m. Company Subject to Federal, State and Local Laws. The Company is subject to and shall be governed by all lawful and applicable provisions of federal, state laws and regulations. This Franchise is further subject to all generally-applicable ordinances and resolutions of the Township in the exercise of its inherent police powers. Without waiving any of its rights, the Township agrees that, to the extent any term of this Municipal Consent is inconsistent with the terms of any Township ordinance existing prior or subsequent to the Effective Date, this Municipal Consent shall control.

SECTION 9. CUSTOMER SERVICE.

In providing services to its customers, the Company shall comply with N.J.A.C. § 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Township upon written request of the Township Administrator or Clerk.

a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.

b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers, as required by N.J.A.C. §14:18-3.18 (a) (4).

c. In providing cable services to its customers, the Company shall comply with N.J.A.C. §14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service as noted below. Those standards include, but are not limited to, the goal of answering ninety (90%) percent of incoming telephone calls within thirty (30) seconds.

~~1. Telephones will be available to Subscribers 24 hours a day, seven days a week. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.~~

~~2. Under Normal Operating Conditions and during Normal Business Hours, telephone answer time, including wait time and the time required to transfer the call, shall not exceed 30 seconds after the connection is made.~~

~~3. Under Normal Operating Conditions, callers will receive a busy signal less than three percent of the time.~~

~~4. Customer service centers and bill payment locations will be open during Normal Business Hours and will be conveniently located.~~

d. Upon written request the Company shall provide the Township with annual reports regarding customer service that it is required to provide to the BPU. These reports shall be submitted simultaneously with annual payment of the franchise fee, pursuant to Section Five of this agreement. In providing such information to the Township, it shall not be compelled to violate the privacy provisions under Section 631 of the Cable Act or applicable federal law.

e. Comcast shall provide the Township with contact information in the event of an emergency involving the operation of an EG channel.

~~f. The Company is permitted, but is not required to, charge a late fee consistent with applicable state and federal statutes and regulations.~~

g. Nothing herein shall impair the right of any subscriber or the Township to express any comment with respect to telephone accessibility to the Complaint Officer or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER.

The Office of Cable Television is hereby designated as the Complaint Officer for the Township pursuant to N.J.S.A. § 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. § 14:17-6.5. The Township shall have the right to request copies of records and reports pertaining to complaints by Township customers from the OCTV.

SECTION 11. LOCAL OFFICE.

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours.

SECTION 12. PERFORMANCE AND CONSTRUCTION BOND.

a. During the life of the franchise, the Company shall give to the Township a bond in the amount of Twenty-Five Thousand Dollars (\$25,000). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein. The Township may request a higher performance bond than the \$25,000.00 required by the Act by establishing a need, which normally is found to exist in the event that the Company will be engaging in significant construction within the public right-of-way to accommodate new or updated equipment. A request for an increased performance bond is subject to review and approval by the Board. At the request of the Township, the Company shall provide updated information pertaining to the performance bond on an annual basis.

SECTION 13. SUBSCRIBER RATES.

The rates of the Company shall be subject to regulation as permitted by federal and state law.

~~SECTION 14. COMMITMENTS BY THE COMPANY.~~

SECTION 14. COMMITMENTS BY THE COMPANY.

a. The Company shall provide Expanded Basic or a similar tier of cable television service to one (1) outlet to each qualified existing and future school in the Township, public and private, elementary, intermediate and secondary, provided the school building is within two hundred (200) feet of active cable distribution plant or through customer owned

conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.

b. The Company shall provide Expanded Basic or a similar tier of cable television service to one (1) outlet to every Township building listed in Exhibit A and each qualified existing and future municipal building, police, fire, emergency management facility and public library in the Township, provided the facility is located within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Township.

c. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Township a one-time PEG Access Capital Grant in the amount of \$75,000.00 to meet the PEG Access capital needs of the community.

d. The Communications Act of 1934, as amended [47 U.S.C. § 543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law, including the services set forth in subsections (a) and (b) above which may be recovered at the fair market value as a pass-through in addition to the 4.0% franchise fee provided herein.

~~a. The Company shall provide Expanded Basic or a similar tier of cable television service to one (1) outlet at no cost to each qualified existing and future school in the Township, public and private, elementary, intermediate and secondary, provided the school building is within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.~~

~~b. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost to one (1) outlet to every Township building listed in Exhibit A and each qualified existing and future municipal building, police, fire, emergency management facility and public library in the Township, provided the facility is located within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Township.~~

~~c. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Township a one time Technology Grant in the amount of \$_____ to meet the technology and/or cable related needs of the community.~~

~~d. The Communications Act of 1934, as amended [47 U.S.C. § 543 (b)], allows the Company to~~

~~itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.~~

SECTION 15. EDUCATIONAL AND GOVERNMENTAL ACCESS.

a. The Company will continue to provide one (1) channel for government and educational access. The channel will be on the Expanded Basic or similar tier of service offered by the Company in accordance with the Cable Act, Section 611 [47 U.S.C. § 531], and as further set forth below.

b. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for EG use. An EG access user – whether an educational or government user – acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.

c. The Company shall not exercise editorial control over the use of any educational or governmental channel capacity, except Company may refuse to transmit any educational or governmental access program or portion of any public or governmental access program that contains obscenity, indecency, or nudity.

d. Educational Access. “Educational Access” shall mean non-commercial use by educational institutions such as public or private schools, but not “home schools,” community colleges and/or universities.

e. Government Access. “Government Access” shall mean non-commercial use by the governing bodies of the Township for the purpose of showing the public local government at work.

f. Fallow Time. Because blank or underutilized PG channels are not in the public interest, in the event the Township or other EG access users elect not to fully program the PG access channel, the Company may program unused time on those channels subject to reclamation by the Township upon no less than sixty (60) calendar days’ written notice.

g. Signal Quality. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other channels that the Company transmits.

h. Dedicated Channel for EG Channels. The Company shall continue carry the Educational and Governmental access programming on the channel numbers currently assigned to them. Notwithstanding and pursuant to Section 15 (b.) herein above, if the Company decides to change the channel designation for any of the EG Access channels, it must provide at least thirty (30) days prior written notice to the Township.

SECTION 16. EMERGENCY USES.

- a. The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the Township is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE.

The Company agrees to maintain and keep in full force and effect at its sole expense at all times during the term of this consent, sufficient liability insurance naming the Township as an insured, and insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts of One Million Dollars (\$1,000,000) covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or “umbrella”) policy in the amount of Five Million Dollars (\$5,000,000).

The Company agrees to provide the Township with adequate notice of a change in or cancellation of its liability insurance policy.-The Company further agrees to resubmit proof of insurance coverage upon request.

SECTION 18. INCORPORATION OF THE APPLICATION.

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this municipal consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with application State or Federal law.

SECTION 19. COMPETITIVE EQUITY.

Should the Township grant municipal consent for a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. § 14:17-6.7., including the provision of copy of an agreement between the Township and the petitioner to the Board stating that the changes are acceptable. The Company agrees to simultaneously provide a courtesy copy of the petition to the Township Business Administrator in the event that it files such a request with the BPU under this Section of the consent agreement.

SECTION 20. SEPARABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

SECTION 21. THIRD PARTY BENEFICIARIES.

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 22. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.

INTRODUCTION:
PUBLIC HEARING:
ADOPTION:
MAYOR APPROVAL:
EFFECTIVE DATE:

Exhibit A

Township Buildings Eligible for Courtesy Basic Cable Service

Township Municipal Building
271 Clarksville Road
West Windsor, New Jersey 08550

Police and Municipal Court Facility Station
271 Clarksville Road
West Windsor, New Jersey 08550

Senior Center
271 Clarksville Road
West Windsor, New Jersey 08550

Post Office facility
271 Clarksville Road
West Windsor, New Jersey 08550

Health and Recreation Divisions
331 North Post Road
West Windsor, New Jersey 08550

Department of Public Works
70 Southfield Road
West Windsor, New Jersey 08850

Fire and Emergency Services Building
45 Sean Kehler Way
West Windsor, New Jersey 08550

Community Pool Building
193 Princeton-Hightstown Road
West Windsor, New Jersey 08550

West Windsor Volunteer Fire Company –
Station 43
153 South Mill Road
West Windsor, New Jersey 08550

Princeton Junction Volunteer Fire Company
– Station 44
245 Clarksville Road
West Windsor, New Jersey 08550

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