

**MEETING TO BE
LIVE STREAMED AT**
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**AGENDA FOR THE REGULAR BUSINESS MEETING
OF THE TOWNSHIP COUNCIL OF WEST WINDSOR TOWNSHIP
WEST WINDSOR SENIOR CENTER
271 CLARKSVILLE ROAD
TO THE EXTENT KNOWN**

December 19, 2022

VIA Zoom Video Communications

7:00 P.M.

1. Call to Order
2. Roll Call
3. Statement of Adequate Notice - January 7, 2022 to The Times and the Princeton Packet and posted on the Township web-site. All Council meetings are open to the public with access via Zoom for those who wish to attend virtually. Please see Township web-site for further details.
4. Salute to the Flag
5. Ceremonial Matters and/or Topics for Priority Consideration

Announcement of 2022 Holiday House Decorating Contest Winners
6. Public Comment: (30 minutes comment period; 3-minute limit per person)
7. Administration Comments
8. Council Member Comments
9. Chair/Clerk Comments
10. Public Hearings

11. Consent Agenda

A. Resolutions

2022-R270 Authorizing the Refund of the Municipal Portion of Property Taxes Billed for 2022 to PSE&G via a Credit in the 4th Quarter of 2022 - \$6,241.53

B. Minutes

C. Bills & Claims

12. Items Removed from Consent Agenda

13. Recommendations from Administration and Council/Clerk

2022-R271 Authorizing the Full Release of Bond and Cash Performance Guarantees for Private On-Site Improvements with Phase 1 of the Project Known as Greenview Corporate Center (PB05-09)

2022-R272 Authorizing the Chief Financial Officer to Increase the Professional Services Agreement with GeoTrek Environmental and Surveying LLC for Additional Miscellaneous Services of \$2,155.00 for a Total Not To Exceed of \$15,005.00

2022-R273 Authorizing the Business Administrator to Purchase One (1) 2023 Ford F450 Cab & Chassis Crew Cab 4x4 Mason Dump and Accessories from Cherry Hill Winner Ford under New Jersey State Contract - \$78,682.00

2022-R274 Authorizing the Business Administrator to Purchase Personal Protective Equipment from Municipal Emergency Services Under New Jersey State Contract - \$30,000.00

2022-R275 Authorizing the Mayor and Clerk to Execute the Reimbursement Agreements with Village Grande Homeowners Association, The Elements at West Windsor Homeowners Association; and Windsor Haven Condominium Association for Snow Removal costs for 2021

2022-R276 Authorizing the Mayor and Clerk to Execute the Reimbursement Agreements with Windsor Woods Luxury Apartments and Avalon Watch Communities, Inc. for Refuse Collection for 2021

2022-R277 Authorizing the Business Administrator to Execute Change Order #1 with Harshi Construction for an Increase of \$25,810.00 for the Project Known as 2022 Sidewalk Repair Program for a Revised Contract Amount of \$159,310.00

2022-R278 Granting the Reservation of Sewer Capacity and Authorizing the Execution of the Treatment Works Approval Permit Application to the New Jersey Department of Environmental Protection for the Project Known as The Reserve f.k.a. Hilton West Windsor (PB21-02)

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

RESOLUTION

WHEREAS, the Tax Collector has certified the information contained in the License Agreement attached states as follows: 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 list of properties below owned by 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 \$ 6,241.53 for the year 2021:

Block 16.11	Lot 19	\$ 798.34
Block 17.08	Lot 8	\$ 666.62
Block 17.14	Lot 24	\$ 284.48
Block 17.18	Lot 8	\$ 344.96
Block 19	Lot 5	\$ 2,096.64
Block 49	Lot 86	\$ 1,115.07
Block 61	Lot 78	<u>\$ 935.42</u>
Total		<u>\$ 6,241.53</u>

Adopted: December 19, 2022

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 19th day of December, 2022.

Gay Huber
Township Clerk
West Windsor Township

2006-R115
As amended

RESOLUTION

WHEREAS, on November 8, 2004, the Township Council of the Township of West Windsor adopted Resolution 2004-R283 approving a 50-year License Agreement with Public Service Electric and Gas Company ("PSE&G") to construct and maintain a hiking/jogging/bicycling "Pathway" on the PSE&G transmission tower easement; and

WHEREAS, pursuant to that Agreement, the Township Engineer has received architectural drawings for a pedestrian/bicycling bridge over the Big Bear Brook and construction of that facility is now expected to proceed, utilizing a federal grant of approximately \$200,000.00; and

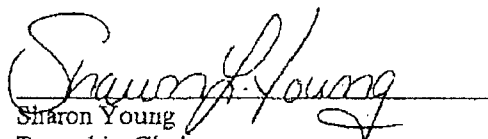
WHEREAS, based on ongoing discussions with PSE&G, it is necessary to amend the License Agreement to provide certain clarifications.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that it does hereby approve the amendment to the aforesaid License Agreement, which is attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Mayor and the Township Clerk are authorized to sign the attached License Agreement Amendment on behalf of the Township.

Adopted: May 22, 2006

I certify the above Resolution was adopted by the West Windsor Township Council at its meeting on the 22nd day of May 2006.


Sharon Young
Township Clerk
West Windsor Township

**AMENDMENT
TO
LICENSE AGREEMENT
BICYCLE/HIKING/JOGGING PATH**

WHEREAS, on November 8, 2004, the **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its principal office at 80 Park Plaza, in the City of Newark, County of Essex, and State of New Jersey, hereinafter called "Licensor," and the Township of West Windsor, a body politic of the State of New Jersey, having its municipal offices at 271 Clarksville Road, in the Township of West Windsor, County of Mercer, and State of New Jersey, hereinafter called "Licensee," entered into a License Agreement to allow the Licensee to construct and maintain a bicycle/hiking/jogging path within the Township of West Windsor; and

WHEREAS, for the purposes of clarification, the parties have agreed to adopt the following [deletions] and additions to the License Agreement:

1. The first paragraph of the Agreement (page 1) is amended to read as follows:

Licensor, for and in consideration of the annual sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by Licensee, the receipt of which is hereby acknowledged for the year 2004 does hereby license to Licensee that certain portion of its Metuchen-Trenton Right of Way, situate, in the Township of West Windsor, County of Mercer and State of New Jersey, [as shown outlined in red on the print attached hereto and hereby made a part hereof] from Rabbit Hill Road in the North to New Village Road in the South (hereinafter the "Licensed Premises"), to be used for the construction, operation and maintenance of a bike/jogging/walking

path (the "Pathway") and a bridge to be constructed over the Big Bear Brook, together with the necessary appurtenances, at the approximate location shown and indicated by dashed lined on said print, for a term of fifty (50) years beginning on the date this License Agreement is fully executed by Licensor and Licensee; subject, however, to prior termination of the License Agreement by either party at any time on ninety (90) days' written notice to the other party and the removal of the bridge by the Licensee within one (1) year of such written notice. The Pathway and bridge will be 8 feet in width and its exact location within the PSE&G easement shall be determined by the parties.

2. Paragraph N of the Agreement (page 5) is amended as follows:

N. The parties acknowledge that the ~~Pathway~~^{PKSP} is interspersed by several public roadways between Rabbit Hill Road in the North to ~~Conover~~^{PKSP} New Village Road in the South and that there are sidewalks abutting those roadways. The Licensee will neither encumber nor obstruct those sidewalks, if any, in front of the Licensed Premises, nor allow the same to be obstructed or encumbered in any manner, and will keep said sidewalks free from ice and snow and maintain them in good order and condition, all at its own cost and expense.

Licensee agrees to maintain the Licensed Premises as well as the grass across the entire width of the right of way that surrounds the Licensed Premises and, with the exception of snow removal, tree or brush pruning or clearing, will not require PSE&G to be responsible for any maintenance of the Licensed Premises. The maintenance of the Pathway will be at the Licensee's sole cost and expense and PSE&G will be responsible for maintenance of its own facilities. Any damage caused by PSE&G's trucks to the pathway during maintenance will be the sole liability of the Township.

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate seals and caused these presents to be executed by their respective proper officers hereunto duly authorized; all as of the day and year below.

(SEAL)

PUBLIC SERVICE ELECTRIC AND GAS COMPANY,
By: PSEG Services Corporation, its agent,



NAME: Robert L. Gibbs
TITLE: Manager - Corporate Properties

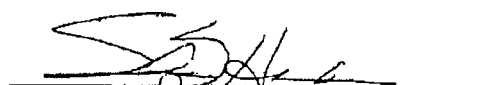
Dated: 4/18/06

Attest:

E. J. Biggins, Jr.
E. J. BIGGINS, JR.
Corporate Secretary

(SEAL)

TOWNSHIP OF WEST WINDSOR
By:



NAME: Shing-Fu Hsueh
TITLE: Mayor

Dated: 5/23/06

Attest:

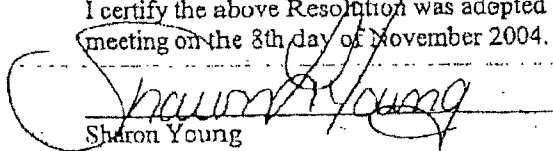
Sharon Young
NAME: Sharon Young
TITLE: Township Clerk

RESOLUTION

- WHEREAS, the Township of West Windsor is committed to providing safe and convenient recreational facilities for all ages within the community, including hiking, jogging and bicycle paths; and
- WHEREAS, the Township is also committed to reducing vehicular traffic whenever feasible and to provide convenient access to various portions of the community by foot or bicycle wherever possible; and
- WHEREAS, the Public Service Electric and Gas Company ("PSE&G") is the owner of a property easement, upon which is located certain transmission towers and other facilities, extending from the Millstone River at the northeast boundary of the Township extending to the southwest boundary of the Township; and
- WHEREAS, negotiations have been undertaken by the Township Administration to obtain a license to construct and maintain a hiking/jogging/bicycling "Pathway" on most of the aforesaid PSE&G property, including a pedestrian and biking bridge over the Big Bear Brook Creek; and
- WHEREAS, negotiations have now been completed between PSE&G and the Township resulting in a proposed 50-year License Agreement between the parties, to accommodate a Pathway extending from Rabbit Hill Road in the north, to Conover Road in the south, allowing for a continuous pedestrian/bicycling route connecting the West Windsor Community Park with the Mercer County Park for use by the public; and
- WHEREAS, the License Agreement between the parties is set forth as Exhibit A to this Resolution and made a part thereof; and
- WHEREAS, the Township Council believes that this License Agreement is in the best interest of the Township residents, fosters the goal of safe and convenient recreation and the reduction of vehicular traffic in this community, a minimum cost to the taxpayers.
- NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that it does hereby approve the attached License Agreement; and
- BE IT FURTHER RESOLVED that the Mayor and Township Clerk are authorized to sign the aforesaid this Agreement on behalf of the Township.

Adopted: November 8, 2004

I certify the above Resolution was adopted by the West Windsor Township Council at its meeting on the 8th day of November 2004.


Sharon Young
Township Clerk
West Windsor Township

rv10/12/04

**LICENSE AGREEMENT
BICYCLE/HIKING/JOGGING PATH**

THIS AGREEMENT, made this 8th day of ~~October~~^{November}, 2004, between **PUBLIC SERVICE ELECTRIC AND GAS COMPANY**, a corporation of the State of New Jersey, having its principal office at 80 Park Plaza, in the City of Newark, County of Essex, and State of New Jersey, hereinafter called "Licensor," and the Township of West Windsor, a body politic of the State of New Jersey, having its municipal offices at 271 Clarksville Road, in the Township of West Windsor, County of Mercer, and State of New Jersey, hereinafter called "Licensee,"

WITNESSETH:

Licensor, for and in consideration of the annual sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by Licensee, the receipt of which is hereby acknowledged for the year 2004 does hereby license to Licensee that certain portion of its Metuchen-Trenton Right of Way, situate, in the Township of West Windsor, County of Mercer and State of New Jersey, as shown outlined in red on the print attached hereto and hereby made a part hereof (hereinafter the "Licensed Premises"), to be used for the construction, operation and maintenance of a bike/jogging/walking path (the "Pathway") and a bridge to be constructed over the Big Bear Brook, together with the necessary appurtenances, at the approximate location shown and indicated by dashed lined on said print, for a term of fifty (50) years beginning on the date this License Agreement is fully executed by Licensor and Licensee; subject, however, to prior termination of the License Agreement by either party at any time on ninety (90) days' written notice to the other party and the removal of the bridge by the Licensee within one (1) year of such written notice. The Pathway and bridge will be 8 feet in width and its exact location within the PSE&G easement shall be determined by the parties.

EXHIBIT A

Licensee, in consideration of the granting to it of the aforementioned license, does hereby covenant and agree with Licensor as follows:

A. To do, or have done, at its own cost and expense, any and all work necessary to make the Licensed Premises suitable for its purposes, and thereafter maintain the Pathway and the bridge, also at its own cost and expense, but no excavation shall be made on or in, nor earth removed from, the Licensed Premises without the written consent of Licensor; said work and subsequent use of the Licensed Premises by Licensee shall at all times be subject to the supervision and approval of Licensor's Manager-Transmission Construction and Maintenance (908-4121-7001), who shall be given at least three (3) working days' notice by Licensee prior to the start of any work.

Licensee expressly agrees that prior to any construction of either the Pathway or proposed bridge within the Licensed Premises, Licensee shall provide to Licensor three (3) copies of any and all conceptual drawings, site plans, or other engineering drawings for review and approval by Licensor, said approval not to be unreasonably withheld.

Licensee further acknowledges and agrees that the Licensed Premises shall not become designated in any manner as a public park and that Licensor's rights shall at all times have priority over this License Agreement. Licensee further acknowledges and agrees that certain activities other than those expressly permitted herein are not suitable for the Licensed Premises and shall take all necessary and reasonable precautions and actions to prevent same from occurring on the Licensed Premises. Such prohibited activities shall include, but are not limited to, kite flying, the presence of balloons, or motorized vehicles not used by Licensee in furtherance of its obligations herein.

B. The use of the herein Licensed Property by Licensee shall in no way inhibit Licensor's use thereof, and Licensee shall not obstruct in any manner the entry of Licensor to its lands nor

rv10/21/04

disturb or interfere in any way with the safe and continuous operation of the existing facilities of Licensor in, on, over or under said lands.

Licensee expressly acknowledges, agrees, and waives any and all claims or defenses to the contrary, that this License Agreement or the use of Federal and/or State funds to construct the proposed bridge or Pathway shall not serve to create permanent rights to Licensor's lands or use thereof. Licensee acknowledges and agrees that it is entering into this License Agreement with full knowledge that this License Agreement may be terminated by either party upon ninety (90) days' written notice and the removal of the bridge by the Licensee within one (1) year of such written notice. In the event this License Agreement is terminated for any reason set forth herein, Licensee further waives any and all claims it may have against Licensor for reimbursement of funds used to construct, operate, or maintain either the Pathway or proposed bridge.

C. To construct the aforesaid Pathway at a minimum distance of fifty (50) feet from any transmission tower leg, where feasible. If that distance is not feasible, then the parties will agree to a Pathway which is the maximum distance practicable from any transmission tower leg

D. To erect and maintain, at its own cost and expense, safety barricades and signs and to construct depressed curbs at any roadway crossing.

E. To notify One Call Systems, Inc. by telephone at 1-800-272-1000 at least three (3) days prior to the commencement of any work.

F. To have, at Licensee's sole cost and expense, all metallic facilities installed on the Licensed Premises properly grounded in accordance with Article 250 of the National Electric Code and to assure all responsibility for the proper maintenance of same thereafter.

G. Prior to the installation of lighting fixtures within the Licensed Premises, if any, Licensee shall submit plans indicating the exact height and location of its proposed fixtures for

review and approval by the aforementioned Manager-Transmission Construction and Maintenance of Licensor.

H. That shall a drainage problem be created as a result of making the Licensed Premises suitable for its purposes, or its subsequent use thereof, Licensee will remedy the problem at its sole cost and expense and to the complete satisfaction of the aforesaid Manager-Transmission Construction and Maintenance of Licensor.

I. Licensee shall confine the public's use of said Right-of-Way to the immediate area of the Pathway and Licensed Premises and shall, at its sole cost and expense, investigate and settle any and all complaints arising from or in connection with the public's use of the License Premises.

J. It is understood and agreed that no motorized vehicles of any kind; e.g., automobiles, motorcycles, minibikes, etc., will be parked, stored or used on the Pathway or on the adjoining lands of Licensor at any time and Licensee shall be responsible for the general safety of all persons using the Pathway other than employees, agents or contractors of the Licensor. Only motorized vehicles required for the use of litter and safety/police patrols and registered to the Township of West Windsor will be permitted on the Licensed Premises, in addition to motorized wheelchairs or carts for use by the disabled. The Licensee will enact any appropriate ordinances or resolutions to enforce these restrictions.

K. To erect no buildings or other structures of any kind, except as may be elsewhere herein permitted, nor store any equipment or materials, including but not limited to hazardous or combustible materials on the Licensed Premises or on the adjoining lands of Licensor.

L. To at all times keep, at its sole cost and expenses, the Licensed Premises occupied by it neat and clean and in good order and condition to the full satisfaction of Licensor, and allow

no accumulation of garbage, dirt or debris anywhere about the Licensed Premises, and Licensee hereby agrees to hold litter patrols on a regularly scheduled basis.

M. Any plant or tree placed or planted on the Licensed Premises by Licensee will be of such character that it will not grow to a height of more than ten (10) feet and Licensor shall have the right to remove, at the expense of Licensee, any such growth over ten (10) feet high. It is expressly understood by Licensee that no shrubs may be installed on the Licensed Premises.

N. The parties acknowledge that the Pathway is interspersed by several public roadways between Rabbit Hill Road in the North to Conover Road in the South and that there are sidewalks abutting those roadways. The Licensee will neither encumber nor obstruct those sidewalks, if any, in front of the Licensed Premises, nor allow the same to be obstructed or encumbered in any manner, and will keep said sidewalks free from ice and snow and maintain them in good order and condition, all at its own cost and expense.

Licensee agrees to maintain the Licensed Premises as well as the entire width of the right of way that surrounds the Licensed Premises and, with the exception of tree or brush pruning or clearing, will not require PSE&G to be responsible for any maintenance including, but not limited to, snow removal, grass cutting, and landscaping. PSE&G will be responsible for maintenance of its own facilities.

O. All work done by Licensee, its employees, agents and/or contractors shall be performed in accordance with all provisions of the New Jersey Statute commonly known as the "High-Voltage Proximity Act," codified at N.J.S.A. 34:6-47.1 to 47.9 inclusive, as amended and supplemented, concerning safety precautions to be taken in the proximity of certain electric conductors installed above ground, and in accordance with all rules and regulations promulgated by

the Commissioner of Labor and Industry of New Jersey. Such work shall also be in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970 and all applicable rules and regulations issued thereunder, potentially including but not limited to 29 CFR 1926.550, and in accordance and in compliance with the latest edition of the National Electrical Safety Codes and applicable building codes.

P. Licensee, its employees, agents and/or contractors shall at all times maintain the greatest clearance between construction equipment and the energized conductors of Licensor required by the applicable provisions of the above-cited statutes and regulations.

Q. Any and all work done by Licensee shall comply with all applicable Department of Transportation Minimum Federal Safety Standards promulgated under the authority of the National Gas Pipeline Safety Act of 1968 codified at 49 App. USC 2001, et seq. and to the regulations promulgated thereunder and codified at 49 CFR, Part 192, et seq., and to the Underground Facility Protection Act, N.J.S.A. 48:2-73, et seq., and the penalties thereunder.

R. To comply with the regulations and requirements of every public or governmental body or Board of Fire Underwriters exercising control over the Licensed Premises, secure and pay for all necessary permits or consents, and pay any and all license fees required for its use of the Licensed Premises for the purposes aforesaid.

S. To the maximum extent permitted by law, rule or regulation, Licensee assumes all risk of and liability for and hereby agrees to indemnify, defend, protect, save harmless and release Licensor, each and every of its officers, agents, servants and employees and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from

any and all phases of the construction, operation and maintenance of Licensed Premises, and from the use and occupancy of the Licensed Premises, whether occasioned by Licensee, or by any official, employee, licensee, invitee or agent of Licensee or by Licensor or its employees or any other person or persons.

For the further protection of Licensor, Licensee shall, at its own cost and expense, pay to Licensor within thirty (30) days of receipt of an invoice from Licensor and on an annual basis, such amounts as may be necessary for Licensor to purchase a commercial insurance policy(ies) to protect Licensor against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of, or result from any and all phases of the construction, operation and maintenance of Licensed Premises, and from the use and occupancy of the Licensed Premises, whether occasioned by Licensee, or by any employee, licensee, invitee or agent of Licensee or by Licensor or its employees or any other person or persons. Such insurance shall not relieve Licensee from its indemnification obligations set forth above.

This Agreement shall not impose any liability on the Licensee for any claims by employees or agents of the Licensee arising out of any electric or maintenance work on the PSE&G transmission towers or related equipment.

T. If any damage of any kind whatever is done to any property or facilities of Licensor by the occupancy or use thereof by Licensee or any invitee of Licensee, Licensee will pay Licensor, upon demand, the full cost of repairing or replacing such damaged property and/or facilities.

U. Licensor reserves to itself, its successors and assigns, the right to use Licensed Premises for any reasons whatsoever, in Licensor's sole discretion, including, but not limited to maintenance and construction work required by it during the term hereof, as well as the right to

install and maintain additional facilities on the Licensed Premises, as meets the needs of its business, to the same extent as if these presents were not made; and Licensor shall not be held liable for any damage to any of Licensee's improvements on the Licensed Premises which may result from such use for maintenance, installation and construction work. Should the aforesaid work by Licensor impair in any manner Licensee's landscaping or other improvements, or any facility associated therewith, the repair or replacement of same shall be done by and at the sole cost and expense of Licensee. It shall be the further responsibility of Licensee to enforce the closing of the Pathway and the Licensed Premises to the public when deemed necessary by the aforesaid Manager - Transmission Construction and Maintenance of Licensor in his/her sole discretion, during periods of maintenance and construction work. Licensor shall give Licensee five (5) days notice of any necessary closure of the Licensed Premises, unless such closure is due to an emergency or safety related situation, at which time the Licensed Premises must be closed to the public immediately.

V. If the present route of the Pathway conflicts with the use of said Right-of-Way by Licensor in the exercise of its right to install and maintain additional facilities as hereinabove provided, Licensee shall, at its own cost and expense, relocate the Pathway within said Right-of-Way and restore the area previously occupied to a condition satisfactory to Licensor's Manager - Transmission Construction and Maintenance. If, however, Licensor requires the use of the entire width of any portion of its Right-of-Way for future facilities, Licensee shall remove that portion of the Pathway so affected from the Right-of-Way of Licensor and restore the Licensed Premises to a satisfactory condition, all at its own cost and expense, and to the satisfaction of the aforesaid Manager - Transmission Construction and Maintenance.

W. That Licensee agrees to waive, for the term of this License Agreement, the municipal

portion of all real estate taxes levied by the Township of West Windsor against the Licensed Premises. If any improvements are constructed or installed by Licensee on the Licensed Premises, it shall not increase the assessment for real estate taxes otherwise payable by Licensor. In the event an increased assessment is mandated, then Licensee agrees to pay, upon demand, all such additional taxes. Any delay or failure of Licensor in billing any tax levy hereinabove provided shall not constitute a waiver or in any way impair the continuing obligation of Licensee to pay such increased tax levy hereunder. The amount specified by Licensor as additional taxes resulting from an increased assessment, whether said amount is calculated, estimated, or otherwise determined by Licensor in good faith shall be paid by Licensee to Licensor within fifteen (15) days of Licensor's demand to Licensee subject to subsequent adjustment if the amount of additional taxes demanded by Licensor shall have been inaccurate.

X. If Licensee shall fail to keep and perform any of the covenants herein contained by it to be kept and performed, then and in any such event the License hereby granted shall cease and terminate after thirty (30) days written notice specifying the covenants that are not kept and performed and Licensee shall, at its sole cost and expense, remove all of its improvements immediately and restore the Licensed Premises to a condition satisfactory to Licensor. The bridge shall be removed at the Licensee's cost, within one (1) year of such written notification.

Y. That the License herein given is subject and subordinate to any and all easements, rights, privileges, other licenses, or other grants of whatever nature heretofore given by Licensor, or otherwise created, which now exist and which affect said property, such as, but not limited to, streets, roadways, underground conduits, gas mains, sewers, pipes, or rights-of-way.

Prior to commencement of this License Agreement, Licensee shall obtain written

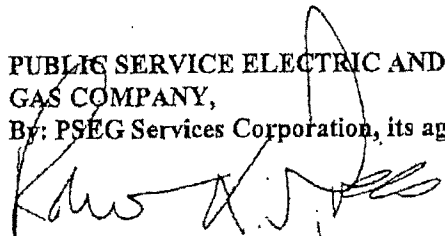
confirmation from parties currently occupying the right of way, if any, that they have no objection to cancellation of their license with Public Service Electric and Gas Company.

Z. That upon the expiration or sooner termination of this License, Licensee shall, at its sole cost and expense, immediately remove all of its facilities from the Licensed Premises and leave the Licensed Premises in a condition satisfactory to Licensor, and in default thereof, Licensor may do the same at the cost and expense of Licensee, which Licensee agrees to pay upon presentation of a bill therefor. The bridge shall be removed within one (1) year of written notice of termination or before the expiration of this License.

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate seals and caused these presents to be executed by their respective proper officers thereunto duly authorized; all as of the day and year first above written.

(SEAL)

PUBLIC SERVICE ELECTRIC AND
GAS COMPANY,
By: PSEG Services Corporation, its agent,


NAME: Robert L. Gibbs
TITLE: Manager - Corporate Properties

Attest:


Meg Butler, Assistant Secretary

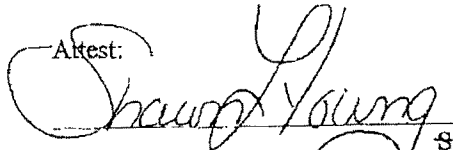
(SEAL)

TOWNSHIP OF WEST WINDSOR

By:


NAME:
TITLE:

Attest:


Shaun Young
Secretary

(161)a:ww bike path revised license 101204.agr.etc.

Township Clerk

RESOLUTION

WHEREAS, Garden Commercial Properties has made a request for a release of the performance guarantees posted for private on-site improvements in connection with construction associated with the project known as Phase 1 of Greenview Corporate Center (PB05-09); and

WHEREAS, the performance guarantee is currently at 100% of its original amount; and

WHEREAS, the West Windsor Township Engineer has performed inspections and recommends the performance guarantees for private on-site improvements be released in connection with construction associated with the project known as Phase 1 of Greenview Corporate Center (PB05-09), as follows:

<u>Performance Guarantee</u>	<u>Original Amount</u>	<u>Date Issued</u>	<u>Current Amount</u>	<u>Recommended Action</u>
Bond #S00114684	\$590,051.00	7/02/13	\$590,051.00	FULL RELEASE
Cash	\$ 65,561.00	7/03/13	\$ 65,561.00	FULL RELEASE

WHEREAS, the Township Engineer does not recommend a maintenance guarantee be required.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor, the following performance guarantee posted by Garden Commercial Properties for private on-site improvements in connection with construction associated with the project known as Phase 1 of Greenview Corporate Center (PB05-09), be released, as follows:

<u>Performance Guarantee</u>	<u>Original Amount</u>	<u>Date Issued</u>	<u>Current Amount</u>	<u>Recommended Action</u>
Bond #S00114684	\$590,051.00	7/02/13	\$590,051.00	FULL RELEASE
Cash	\$ 65,561.00	7/03/13	\$ 65,561.00	FULL RELEASE

ADOPTED: December 19, 2022

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 19th day of December 2022.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor enter into a Professional Services Agreement with GeoTrek Environmental and Surveying, LLC for professional services on a consultant basis for Professional Land Surveyor Services performed for miscellaneous engineering projects as assigned; and

WHEREAS, a Certification of Funds for the original Professional Services Agreement was received from the Chief Financial Officer, and funds for said Agreement were available in the following line item appropriation account:

<u>Engineering-Consultant Services</u>	<u>105-30-210</u>	<u>\$12,850.00</u>
Account Title	Account Number	Amount to date

WHEREAS, the scope of work authorized in the original contract remains in force and effect; and

WHEREAS, there is a need for an increase for services in accordance with the original Professional Services Agreement; and

WHEREAS, the Chief Financial Officer has certified funds are available for said Professional Services Agreement in the following line item appropriation account:

<u>Engineering-Consultant Services</u>	<u>105-30-210</u>	<u>\$2,155.00</u>
Account Title	Account Number	Amount

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that the Chief Financial Officer is hereby authorized to increase the Professional Services Agreement amount with GeoTrek Environmental and Surveying, LLC by \$2,155.00 for a revised total Professional Services Agreement amount of \$15,005.00.

Adopted: December 19, 2022

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 19th day of December 2022.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor needs to purchase One (1) 2023 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

WHEREAS, Factory Options built into the vehicle:

2023 Ford F450 Cab & Chassis Crew Cab 4x4 Mason Dump	\$ 47,418.00
Regular Cab 4X4	\$ 595.00
TGK LT225/70Rx19.5G BSW Max Traction (4x4)	\$ 215.00
X8L Limited Slip Rear Axle	\$ 395.00
18B Cab Steps (Reg Cab)	\$ 320.00
67B 410 Amp Alternator	\$ 115.00
86M Dual Batteries	\$ 210.00
- Requires 67B 410 Amp Alternator	
96V XL Chrome Package	\$ 225.00
- Bright chrome hub covers, chrome front bumper, Bright grille, power sliding rear glass w/ rear defrost (xcab & crew only), remote start, halogen fog lamps	

Additional Options:

Boss 9' Plow	\$ 6,895.00
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Noncontract Items:

9' 3-4CU YD Dump	\$10,967.00
PTO Powered Hoist	\$ 6,757.00
Manual Tarp	\$ 395.00
Steel stone shields in front of rear wheels	\$ 175.00
18"x18"x36" Aluminum Tool Box Under Dump	\$ 695.00
Full Plate Combo Hitch w/ 2" Ball	\$ 595.00
Trailer Plug Flat 7 Prong	\$ 195.00
Grille Mounted Jump Start Kit	\$ 525.00
DOT 6, 4 LED strobes in cab shield, 2 at rear of body	\$ 1,795.00
Weather Tee Floor Liners	\$ 195.00

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

Public Works - Acquisition of Vehicle 405 2021 14 028	\$14,682.00
Public Works – Acquisition of Vehicle 405 2022 08 030	\$64,000.00

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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) 2023 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 \$78,682.00 from Cherry Hill Winner Ford, 250 Berlin Road, Cherry Hill, NJ 08034.

Adopted: December 19, 2022

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 19th day of December, 2022.

Gay M. Huber,
Township Clerk
West Windsor Township

RESOLUTION

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

WHEREAS, Municipal Emergency Services, 66 Firemen's Way, Poughkeepsie, NY 12603, has been awarded the New Jersey State Contract #17-Fleet-00810 for said personal protective equipment; and

WHEREAS, the new personal protective equipment will replace pieces of equipment deemed unsafe and are at least five (5) years in age; and

WHEREAS, the Chief Financial Officer has certified sufficient funds are available in the following account:

Fire & Emergency Services Acq. Of Equipment 405-2022-08-2021	\$30,000.00
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NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor the Business Administrator is hereby authorized to purchase the above, under New Jersey State Contract #17-Fleet-00810 from Municipal Emergency Services, 66 Firemen's Way, Poughkeepsie, NY 12603.

Adopted: December 19, 2022

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on 19th day of December, 2022.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, C.299 of P.L. 1989 (NJSA 40:67-23.2 et seq.) establishes a policy and schedule of the reimbursement of costs for refuse and recycling collection and disposal, snow removal and street lighting costs incurred by qualified private communities as defined by the law; and

WHEREAS, Village Grande Homeowners Association, The Elements at West Windsor Homeowners Association and Windsor Haven Homeowners Association qualifies as such communities; and

WHEREAS, the Township of West Windsor has agreed to reimburse the above-mentioned Condominium and Homeowners for snow removal costs 2021; and

WHEREAS, funds are available as evidenced by the Chief Financial Officer’s certification of funds;

Village Grande Homeowners Association			
Snow Trust -2021	121407	\$	9,205.15
The Elements at West Windsor Homeowners Association			
Snow Trust -2021	121407	\$	3,112.67
Windsor Haven Condominium Association			
Snow Trust -2021	121407	\$	<u>1,537.36</u>
Total		\$	<u>13,855.18</u>

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor, County of Mercer, State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute agreements with these Associations to reimburse them for snow removal costs pursuant of NJSA 40:67-23.2 ET. Seq. in the following amounts.

Village Grande Homeowners Association			
Snow Removal (2021)		\$	9,205.15
Elements at West Windsor Homeowners Association			
Snow Removal (2021)		\$	3,112.67
Windsor Haven Condominium Association			
Snow Removal (2021)		\$	<u>1,537.36</u>
Total		\$	<u>13,855.18</u>

Adopted: December 19, 2022

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 19th day of December 2022.

Gay M. Huber
 Township Clerk
 West Windsor Township

RESOLUTION

WHEREAS, NJSA 40:66 - 1 et seq. establishes a policy and schedule of the reimbursement of costs for solid waste collection services incurred by qualified multifamily dwellings as defined by the law; and

WHEREAS, Windsor Woods Luxury Apartments and Avalon Watch Communities, Inc. qualified as such a community; and

WHEREAS, the Township of West Windsor has agreed to reimburse Windsor Woods Luxury Apartments and Avalon Watch Communities Inc. solid waste collection costs for the calendar year 2021;

WHEREAS, funds are available as evidenced by the Chief Financial Officer’s certification of funds;:

Windsor Woods Luxury Apartments	
Refuse Collection – Multi Family Reimbursement. 105-58-224A	\$ 45,560.13
Avalon Watch Communities Inc.	
Refuse Collection – Multi Family Reimbursement. 105-58-224A	<u>\$ 86,051.42</u>
Total	\$131,611.55

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor, County of Mercer, and State of New Jersey that the Mayor and Township Clerk are hereby authorized to execute an agreement with Windsor Woods Luxury Apartments and Avalon Watch Communities Inc. to reimburse them for certain solid waste collection costs pursuant of NJSA 40:66 - 1 et. Seq. in the following amounts for the calendar year 2021.

Windsor Woods Luxury Apartments	\$ 45,560.13
Avalon Watch Apartments	<u>\$ 86,051.42</u>
Total	\$131,611.55

Adopted: December 19, 2022

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 19th of December, 2022.

Gay M. Huber
 Township Clerk
 West Windsor Township

RESOLUTION

WHEREAS, West Windsor Township awarded a contract on October 11, 2022 to Harshi Construction, for the project known as “2022 Sidewalk Repair Program” for the contract amount of \$ 133,500.00 as set forth in the contract documents; and

WHEREAS, Change Order No. 1 accounts for an increase of \$25,810.00 for additional quantities adjustment due to field condition; and

WHEREAS, the Township Landscape Architect has inspected the project and recommends the change order; and

WHEREAS, a Certification of Funds has been received from the Chief Financial Officer and funds for are available in the following account:

<u>Bicycle and Pedestrian Improvements</u>	<u>405-2021-14-010</u>	<u>\$25,810.00</u>
Account Title	Account Number	Amount

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor that Change Order No. 1 for additional quantities is hereby approved, adjusting the quantities for a revised contract amount of \$ 159,310.00; and

BE IT FURTHER RESOLVED that the Township Business Administrator is hereby authorized to execute Contract Change Order No. 1 for additional quantities.

Adopted: December 19, 2022

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 19th day of December 2022.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, Toll Brothers, Inc., through its professional consultant, has submitted a request for a reservation of sewer capacity in the public sewer system for the project known as The Reserve f.k.a. Hilton West Windsor (PB21-02) located at Block 37, Lot 7; and

WHEREAS, an extension of the sewer collection system to the site is also proposed, which requires a Treatment Works Approval Permit from the New Jersey Department of Environmental Protection; and

WHEREAS, the Township Engineer has certified that there is sufficient planned capacity in the downstream sanitary sewer system to accommodate the increase in average daily flow of 21,120 gallons per day (gpd) of wastewater that is estimated to be generated by the proposed improvement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that a reservation of sewer capacity in the amount of 21,120 gallons per day (gpd) is hereby granted for the project known as The Reserve f.k.a. Hilton West Windsor (PB21-02) located at Block 37, Lot 7; and

BE IT FURTHER RESOLVED that this allocation of Township sewer capacity shall be in effect for a period of one (1) year; and

BE IT FURTHER RESOLVED that The Reserve will be obligated to participate in the Southfield Road Pump Station & South Post Road Pump Station extensions and upgrades sewer reimbursement program as per §82-19.E of the Code of West Windsor; and

BE IT FURTHER RESOLVED that the Township Engineer be and hereby is authorized to execute the endorsement of the New Jersey Department of Environmental Protection Treatment Works Approval Permit application, as required to implement this Resolution, upon submission of final design/construction plans and specifications acceptable to the Township Engineer.

Adopted: December 19, 2022

I hereby certify this is a true copy of a Resolution adopted by the West Windsor Township Council at their meeting held on the 19th day of December 2022.

Gay M. Huber
Township Clerk
Township of West Windsor