

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

**AGENDA FOR THE REGULAR BUSINESS MEETING
OF THE COUNCIL OF WEST WINDSOR TOWNSHIP
271 CLARKSVILLE ROAD
TO THE EXTENT KNOWN
October 1, 2018**

6:00 P.M.

1. Call to Order
2. Statement of Adequate Notice – January 5, 2018 to The Times and the Princeton Packet. Closed Session was noticed on September 25, 2018 to The Times and the Princeton Packet.
3. Salute to the Flag
4. Ceremonial Matters and/or Topic for Priority Consideration
5. Public Comment: (30 minutes comment period; 3-minute limit per person)
6. Administration Comments
7. Council Member Comments
8. Chair/Clerk Comments
9. Public Hearings
10. Consent Agenda
 - A. Resolutions

B. Minutes

Business Session – August 20, 2018 – As Amended
Closed Session – August 20, 2018 – As Amended
Special Joint Meeting ZBA & Township Council – August 23,
2018 – As Amended
Special Business Session – August 29, 2018
Closed Session – August 29, 2018 – As Amended
Business Session – September 4, 2018 – As Amended

C. Bills & Claims

11. Items Removed from Consent Agenda

12. Recommendations from Administration and Council/Clerk

2018-R216 Authorizing the Submittal of a Grant Application for the 2019 Recreational Opportunities for Individuals with Disabilities and Authorizing the Mayor to Execute the Grant Agreement if Awarded

2018-R217 Authorizing the Mayor and Clerk to Execute An Agreement with Woodstone at West Windsor LLC to Provide 10% (9 units) of the Affordable Units for Veterans Per Condition 23d of the Planning Board Approval

2018-R218 Authorizing the Mayor and Clerk to Execute a Professional Services Agreement with Miller, Porter, Muller for Litigation Services for Princeton Land LLC vs. West Windsor Township - \$20,000.00

2018-R219 Authorizing the Mayor and Clerk to Execute a Contract with Nu Pump Corporation for the Project Known as Downstream Revetment and Apron & Spillway Concrete Repairs at Grover's Mill Dam Project - \$150,000.00

- 2018-R220 Authorizing the Mayor and Clerk to Execute a Professional Services Agreement with Roberts Engineering Group for Construction Administration and Observation Services for the Project Known as Village Road West and New Village Road – Phase 2 - \$21,000.00
- 2018-R221 Authorizing the Mayor and Clerk to Execute a Contract with MNC Concrete LLC for the Project Known as 2018 Sidewalk Repair Program - \$179,300.00
- 2018-R222 Authorizing the Business Administrator to Purchase One 2019 Ford Escape 4WD SUV From Beyer Ford Through the Educational Services Commission of NJ ESC Co-Op for the Code Enforcement Division - \$22,735.88
- 2018-R223 Authorizing the Business Administrator to Purchase One 2019 Ford Escape 4WD SUV From Beyer Ford Through the Educational Services Commission of NJ ESC Co-Op for the Division of Health - \$22,735.88
- 2018-R224 Authorizing the Business Administrator to Purchase Radio System Upgrade and Installation Equipment Phase 1 from Wireless Communications & Electronics through the State of New Jersey Cooperative Purchase Program for the Police Division - \$28,790.50
- 2018-R225 Authorizing the Business Administrator to Purchase Hardware, Software, and Licensing for Replacement of Infrastructure and Disaster Recovery Systems from CDW Government Through the State of New Jersey Cooperative Purchasing Program - \$92,000.00
- 2018-R226 Authorizing the Business Administrator to Purchase One New Way Cobra Magnum 25 yard Rear Loader Body from Environmental Equipment Company Through the Educational Services Commission of NJ ESC Co-Op for the Department of Public Works - \$64,826.92

2018-R227 Authorizing the Business Administrator to Purchase One 2018 114SD Conventional Chassis and 114 inch BBC Flat Roof Aluminum Conventional Cab with Extended Warranty from Campbell Freightliner LLC Through the Educational Services Commission of NJ ESC Co-Op for the Department of Public Works - \$123,575.78

2018-R228 Granting the Request for Reduction of Performance Guarantees for Private On-Site Improvements for the Project Known as Esplanade at Bear Creek a.k.a. Senior Living at Bear Creek (PB97-07 Bond JZ2838)

13. Introduction of Ordinances

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

PUBLIC HEARING: October 29, 2018

14. Additional Public Comment (three-minute limit per person)

15. Council Reports/Discussion/New Business

16. Administration Updates

17. Closed Session

18. Adjournment

TOWNSHIP OF WEST WINDSOR

ORDINANCE 2018-26

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

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

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

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

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

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

G. Fee for inspection of constructed improvements.

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

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

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

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

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

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

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

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

§ 200-82 Guarantees required; surety; release.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least sixty (60) consecutive days following such commencement for reasons other than force majeure, and
 - (b) Work has not recommenced within thirty (30) days following the provision of a written notice by the Township to the developer of the Township's intent to claim payment under the guarantee.
 - (c) The Township shall provide the written notice to a developer by certified mail or other form of delivery providing evidence of receipt. The Township shall not provide written notice of its intent to claim payment under this guarantee until the aforementioned sixty (60) day period has elapsed.
 - (2) Method of Calculation. The amount of such a guarantee shall be \$5,000 where the overall bonded improvements are \$100,000 or less. Where the overall bonded improvements are \$100,000 or more, then the Township Engineer shall calculate the bond amount as follows: \$5,000 for the first \$100,000 of bonded improvement costs, plus 2.5% of bonded improvement costs in excess of \$100,000 up to \$1 million, plus 1% of bonded improvement costs in excess of \$1 million.
 - (3) At the developer's option the safety and stabilization guarantee can be furnished as a line item in the performance guarantee in lieu of a separate guarantee.
 - (4) The Township shall release the safety and stabilization guarantee upon the Township Engineer's determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety.
- D. Other governmental agencies. In the event that other governmental agencies or public utilities will automatically own the utilities to be installed or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the Township for such utilities or improvements.
- E. The developer shall construct and install the improvements no more than three (3) years from the date of the recording of the subdivision plat or deed, if a subdivision is involved, or complete execution of the performance guarantee agreement with the Township,

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

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

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

H. Release or reduction of performance guarantee.

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

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

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

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

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

§ 200-82.1 Successor developer guarantee

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

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

§ 200-92 Inspection and fees.

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

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

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

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

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

Section 4. Repealer, Severability, and Effective Date.

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

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

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

INTRODUCTION:

PUBLIC HEARING:

ADOPTION:

MAYOR APPROVAL:

EFFECTIVE DATE:

RESOLUTION

RESOLUTION AUTHORIZING 2019 RECREATIONAL OPPORTUNITIES
FOR INDIVIDUALS WITH DISABILITIES GRANT APPLICATION

WHEREAS, the Township of West Windsor desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$6,980.00 for the development of recreational programs for individuals with disabilities.

NOW, THEREFORE BE IT RESOLVED, the Township Council of the Township of West Windsor does hereby authorize Hemant Marathe to make application for such a grant, and if awarded, to Execute a grant agreement with the New Jersey Department of Community Affairs, and

BE IT FURTHER RESOLVED that the Township Council of the Township of West Windsor authorizes and hereby agrees to match 20% of the Total Grant Amount, in compliance with the match requirements of the agreement.

ADOPTED: October 1, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 1st day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, *N.J.S.A. 52:23D-311j* permits municipalities to enter into agreements with developers to reserve a percentage of affordable units in inclusionary developments for veterans who served in time of war or other emergency as defined in *N.J.S.A. 54:4-8.10*; and

WHEREAS, Woodstone at West Windsor, LLC (“Woodstone”) received preliminary and final major site plan and subdivision approval from the West Windsor Township Planning Board on June 13, 2018; and

WHEREAS, in the resolution memorializing the approval the Planning Board recommended to Township Council that the Township enter into an agreement with Woodstone providing that 10 percent of the affordable units in the development, or nine units, be reserved for veterans, provided the Township keeps a separate list of veterans seeking affordable housing in the Township and cooperates with Woodstone in the prescreening of the veterans to assure qualified veteran status; and

WHEREAS, Condition 23d of the resolution requires that the applicant reserve such units, provided that the Township keeps a separate of list of veterans on its list of households seeking affordable housing if the Township enters into an agreement with it; and

WHEREAS, it is in the best interest of the township that it enter into an agreement with Woodstone providing for a veterans’ preference for ten percent of the units.

NOW, BE IT RESOLVED that the Township Council of the Township of West Windsor that the Township-Woodstone at West Windsor agreement in the form attached hereto be approved and that the Mayor and the Clerk be authorized and directed to execute such agreement.

ADOPTED: October 1, 2018

I hereby certify this is a true copy of a Resolution adopted by the West Windsor Township Council at their meeting held on the 1st day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township has a need to retain counsel to handle land use litigation brought by or against it and Township Council and Township officials and employees; and

WHEREAS, Miller, Porter & Muller has the expertise to supply such services and has done so in the past for the Township; and

WHEREAS, it is in the best interest of the Township to enter into an Agreement with Miller, Porter & Muller, P.C. to provide such services; and

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

Legal – Litigation Account 105-46-228 \$20,000.00

NOW, THEREFORE, BE IT RESOLVED on this 1st day of October, 2018 by the West Windsor Township Council as follows:

- (1) The Mayor and Clerk are hereby authorized and directed to execute the Professional Services Agreement.
- (2) The contract may be awarded without competitive bidding as authorized by the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(1)(a) because the services are professional in nature.
- (3) A notice of this action shall be published in the newspaper used by the Township for legal publications as required by law within ten (10) days of its passage.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 1st day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor has determined the need to repair and rehabilitate Grover's Mill Dam located at the intersection of Clarksville Road and Cranbury Road in West Windsor Township; and

WHEREAS, said contracts were put out to public bid seeking bids for this project, and said bids were opened on Wednesday, August 22, 2018; and

WHEREAS, the Township has received five (5) bids from the following bidders:

<u>Company</u>	<u>Base bid</u>
Colonnelli Brothers	\$133,295.00
NuPump Corporation	\$150,000.00
Montana Construction	\$169,111.00
Grade Construction	\$183,330.00
Midlantic Construction	\$207,276.00

WHEREAS, Township Attorney and Township staff have reviewed all bids and determined that the lowest apparent bidder, Colonnelli Brothers, failed to submit a mandatory document per N.J.S.A. 40A:11-23.2 and their bid must therefore be rejected; and

WHEREAS, the Township staff has determined that the lowest responsible and responsive bid, was submitted by Nu Pump Corporation; and

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

<u>Traffic Safety Improvement Hazard Mitigation</u>	<u>405-2014-13-009</u>	<u>\$40,000.00</u>
Account Title	Account Number	Amount
<u>Traffic Safety Improvement Hazard Mitigation</u>	<u>405-2016-09-007</u>	<u>\$16,000.00</u>
Account Title	Account Number	Amount
<u>Traffic Safety Improvement Hazard Mitigation</u>	<u>405-2017-21-010</u>	<u>\$65,312.00</u>
Account Title	Account Number	Amount
<u>Traffic Safety Improvement Hazard Mitigation</u>	<u>405-2018-15-014</u>	<u>\$28,688.00</u>
Account Title	Account Number	Amount

NOW, THEREFORE, BE IT RESOLVED, by the Township of West Windsor that the bid received by Colonnelli Brothers failed to include mandatory paperwork required by N.J.S.A. 40A:11-23.2 and is therefore rejected.

NOW BE IT FURTHER RESOLVED, the contract for the Downstream Revetment and Apron & Spillway Concrete Repairs at Grover's Mill Dam Project be awarded to Nu Pump Corporation, P.O. Box 157, Malaga, NJ 08328-0157 and the Mayor and Clerk are authorized to execute said contract.

BE IT FURTHER RESOLVED, that this contract is awarded pursuant to a fair and open process.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at its meeting held on the 1ST day of October 2018.

Gay M. Huber
Township Clerk,
West Windsor Township

RESOLUTION

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

WHEREAS, Roberts Engineering Group has submitted a proposal dated September 10, 2018 indicating they will provide professional construction administration and observation services for the Village Road West and New Village Road – Phase 2 Project for Twenty One Thousand Dollars (\$21,000.00); and

WHEREAS, Roberts Engineering Group has indicated a performance period for the construction administration and observation services concurrent with the construction project; and

WHEREAS, the Township wishes to enter into an agreement with Roberts Engineering Group for the aforesaid services; and

WHEREAS, the total amount of the contract is Twenty One Thousand Dollars (\$21,000.00); and

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

Roadway Improvements	405-2017-21-008	\$21,000.00
----------------------	-----------------	-------------

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

- (1) The Mayor and Clerk are hereby authorized to execute, on behalf of the Township a professional services agreement with Roberts Engineering Group, with a performance period concurrent with the construction project from the date of project initiation for construction administration and observation services, for an amount not to exceed Twenty One Thousand Dollars (\$21,000.00).
- (2) The Agreement so authorized shall require the Provider to provide professional construction administration and observation services pursuant to its proposal dated September 10, 2018. The contract may be awarded without competitive bidding as authorized by the Local Public Contracts Law pursuant to N.J.S.A. 40A:11-5(1)(a) because the services are professional in nature.
- (3) A notice of this action shall be published in the newspaper used by the Township for legal publications as required by law within ten (10) days of its passage.
- (4) An executed copy of the Contract between the Township and Roberts Engineering Group and a copy of this Resolution, shall be on file and available for public inspection in the office of the Township Clerk.

Adopted: October 1st, 2018

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 1st day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor has determined the need for repair of sidewalks throughout the Township due to lifting associated with street tree roots; and

WHEREAS, the Township of West Windsor has determined that proper repair of sidewalks will prevent unwarranted removal of street trees and/or potentially problematic cutting of street tree roots; and

WHEREAS, said contracts were put out to public bid seeking bids for this project, and said bids were opened on September 12, 2018; and

WHEREAS, the Township has received bids from the following bidders:

<u>Company</u>	<u>Total Base Bid, plus Alt.1 and 2</u>
MNC Concrete	\$179,300.00
Pioneer Contracting	\$214,500.00
C. Marandino LLC	\$265,000.00
Diamond Const.	\$297,000.00
S. Batata Const	\$330,000.00
Garden State Sealing	\$407,000.00
Your Way Const.	\$581,850.00

WHEREAS, the Township staff has reviewed the bids and determined that it is a responsible bid and the Base Bid and two alternates should be awarded to MNC Concrete LLC; and

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

Bicycle and Pedestrian Improvements 405-2017-21-004 \$ 79,300.00
 Bicycle and Pedestrian Improvements 405-2018-15-008 \$ 100,000.00

NOW, THEREFORE, BE IT RESOLVED by the Township Council of West Windsor that the contract for the 2018 Sidewalk Repair Program be awarded to MNC Concrete LLC, 2 Beach Haven Way, Waretown, NJ 08758, and the Mayor and Clerk are hereby authorized to execute said contract.

BE IT FURTHER RESOLVED, this contract is awarded pursuant to a fair and open process.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 1st day of October 2018.

Gay M. Huber
 Township Clerk
 West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor wishes to purchase one (1) model year 2019 Ford Escape 4 WD Vehicle to replace one (1) aging vehicle assigned to the Division of Code Enforcement through the Educational Services Commission of NJ – ESC Co-Op #65MCESCCPS – ESCNJ 17/18-21; and

WHEREAS, Beyer Ford, 170 Ridgedale Ave., Morristown, NJ 07960 has been awarded Educational Services Commission of NJ ESC Co-Op #65MCESCCPS – ESCNJ 17/18-21 contract for said vehicle. SUV, Small, 4 Door 4 WD \$22,735.88 (Base Contract Price \$22,560.88 / Delivery \$175.00); and

WHEREAS, the 2019 Ford Escape will replace a 2006 Jeep Liberty; and

WHEREAS, the purchase of the 2019 Ford Escape is available through the approved Capital Budget Project List for Code Enforcement, and

WHEREAS, the total cost for this vehicle is \$22,735.88; and

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

Code Enforcement - Acquisition of Vehicle 405 2018 15 007 \$22,735.88

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor authorizes the Business Administrator to purchase one (1) 2019 Ford Escape 4 WD SUV awarded to Beyer Ford, 170 Ridgedale Ave., Morristown, NJ 07960.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on the 1st day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor wishes to purchase one (1) model year 2019 Ford Escape 4 WD Vehicle to replace one (1) decommissioned 4 WD vehicle assigned to the Division of Health through the Educational Services Commission of NJ – ESC Co-Op #65MCESCCPS – ESCNJ 17/18-21; and

WHEREAS, Beyer Ford, 170 Ridgedale Ave., Morristown, NJ 07960 has been awarded Educational Services Commission of NJ ESC Co-Op #65MCESCCPS – ESCNJ 17/18-21 contract for said vehicle. SUV, Small, 4 Door 4 WD \$22,735.88 (Base Contract Price \$22,560.88 / Delivery \$175.00); and

WHEREAS, the 2019 Ford Escape will replace a 2008 Ford Escape which was put out of service in April of 2018 due to damages sustained in a motor vehicle accident; and

WHEREAS, the purchase of the 2019 Ford Escape is available through the approved 2018 Capital Budget for the Board of Health, and

WHEREAS, the total cost for this vehicle is \$22,735.88; and

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

Board of Health -Acquisition of Vehicle	405 2018 15 017	\$22,735.88
---	-----------------	-------------

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor authorizes the Business Administrator to purchase one (1) 2019 Ford Escape 4 WD SUV awarded to Beyer Ford, 170 Ridgedale Ave., Morristown, NJ 07960.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on the 1st day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor wants to upgrade of the radio communication system currently in the Police Division; and

WHEREAS, Phase One (1) of this project will include: radio system upgrades and installation of primary infrastructure; and

WHEREAS, Wireless Communications & Electronics, PO Box 29 Chester, NJ 07930 has been awarded under the State of New Jersey Cooperative Purchasing Program Contract 83891 for said equipment totaling \$26,307.25 and \$2,483.25 not part of the State Contract for a total of \$28,790.50; and

WHEREAS, funding for the acquisition of said equipment for the Police Division is available through the approved 2018 Capital Budget; and

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

405-2018-15-021 Police – Acq. Office/Computer Equipment	\$28,790.50
---	-------------

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of West Windsor Township that the Business Administrator is authorized to purchase said equipment under the State of New Jersey Cooperative Purchase Program Contract 83891 from Wireless Communications & Electronics, P.O. Box 29, Chester, NJ 07930.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on the 1st day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

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

WHEREAS, the Township of West Windsor has the need to purchase technological goods or services utilizing State contracts; and

WHEREAS, the Township's Municipal Network infrastructure and disaster recovery systems need to be replaced; and

WHEREAS, CDW Government is an authorized vendor under New Jersey State cooperative purchasing agreement ESCNJ 18/19-03, and

WHEREAS, the total cost of the hardware, software, licensing and support necessary is \$92,000.00 and the Chief Financial Officer has approved funding for the above from the following capital account:

405 2017 21 001	Network/Computers/Printers/Scanners	\$ 25,901.65
405 2018 15 001	Network/Computers/Printers/Scanners	\$ 66,098.35

NOW, THEREFORE, BE IT RESOLVED, that the Township Council authorizes the Business Administrator Marlena Schmid to purchase the above from CDW Government under New Jersey State approved cooperative purchasing agreement ESCNJ 18/19-03.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on the 1st day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor needs to purchase one (1) New Way Cobra Magnum 25yd Rear Loader body; and

WHEREAS, West Windsor Township is a member of the Educational Services Commission of New Jersey (ESCNJ) and the New Way Cobra Rear Loader is available from Environmental Equipment Company under ESCNJ 17/18-30 NJ State Approved Co-Op #65MCESCCPS truck bid for \$64,826.92; and

WHEREAS, funding for the equipment are available under the 2018 Capital Budget; and

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

Public Works – Acquisition of Vehicles 405-2018-15-026 \$64,826.92

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of West Windsor that the Business Administrator is authorized to purchase one (1) New Way Cobra Magnum 25yd Rear Loader body from Environmental Equipment Company, 1670 New Highway, Farmingdale, NY 11735 for a total of \$64,826.92.

Adopted: October 1, 2018

I hereby certify that the above resolution was adopted by the Township Council of the Township of West Windsor at their meeting held on the 1st day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor needs to purchase one (1) 2018 114SD Conventional Chassis and 114 inch BBC Flat Roof Aluminum Conventional Cab and extended warranty; and

WHEREAS, West Windsor Township is a member of the Educational Services Commission of New Jersey (ESCNJ) and the Conventional Chassis and BBC Flat Roof Aluminum Conventional Cab and extended warranty are available from Campbell Freightliner, LLC under ESCNJ 17/18-30 NJ State Approved Co-Op #65MCECCPS truck bid for \$123,575.78; and

WHEREAS, funding for the equipment are available under the 2018 Capital Budget; and

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

Public Works – Acquisition of Vehicles 405-2018-15-026 \$123,575.78

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of West Windsor that the Business Administrator is authorized to purchase one (1) 2018 114SD Conventional Chassis and 114 inch BBC Flat Roof Aluminum Conventional Cab and extended warranty from Campbell Freightliner LLC, 1015 Cranbury South River, South Brunswick, NJ for a total of \$123,575.78.

Adopted:

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 1st day of October, 2018.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

- WHEREAS, Benjamin Zaitz has made a request for a reduction of the performance guarantee posted for private site improvements in connection with construction associated with private site improvements within the project known as Esplanade at Bear Creek a.k.a. Senior Living at Bear Creek (PB97-07); and
- WHEREAS, the performance guarantee was reduced to approximately 70% of its original amount at the time of the last reduction approved by Township Council on April 8, 2002; and
- WHEREAS, construction of improvements progressed beyond the 30% completion at the time site work stopped around August of 2002, and that is the adjustment in the performance guarantees requested at this time by Benjamin Zaitz; and
- WHEREAS, the West Windsor Township Engineer, working with the Township Consulting Engineer for the project, Van Cleef Engineering Associates, have performed inspections and recommend that the performance guarantee for private site improvements be revised to reflect 62.2% completion of the original amounts, while adjusting unit prices to current values as permitted per N.J.S.A. 40:55D-53, in connection with construction associated with private site improvements within the project known as Esplanade at Bear Creek a.k.a. Senior Living at Bear Creek (PB97-07), as follows:

Performance <u>Guarantee</u>	Original <u>Amount</u>	Date <u>Issued</u>	Current <u>Amount</u>	Recommended <u>Retainage</u>
Bond JZ2838	\$ 3,326,821.20	6/14/99	\$2,317,207.28	\$ 1,785,548.28
Cash	\$ 369,646.80	6/24/99	\$ 257,467.48	\$ 257,467.48

- WHEREAS, the Township Engineer recommends that this action be approved by the Township Council.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor, the following performance guarantee posted for private site improvements in connection with construction associated with the project known as Esplanade at Bear Creek a.k.a. Senior Living at Bear Creek (PB97-07), be reduced, as follows:

Performance <u>Guarantee</u>	Original <u>Amount</u>	Date <u>Issued</u>	Current <u>Amount</u>	Recommended <u>Retainage</u>
Bond JZ2838	\$ 3,326,821.20	6/14/99	\$2,317,207.28	\$ 1,785,548.28
Cash	\$ 369,646.80	6/24/99	\$ 257,467.48	\$ 257,467.48

BE IT FURTHER RESOLVED, the making of such estimates of the bond reduction based thereon shall not be taken or construed as an approval of any work so estimated, even if any individual line item(s) shows 100% completion. Final acceptance does not occur until the release of all applicable bonds and guarantees.

ADOPTED: October 1, 2018

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 1st day of October 2018.

Gay M. Huber
Township Clerk
West Windsor Township