

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

**AGENDA FOR THE REGULAR BUSINESS MEETING
OF THE COUNCIL OF WEST WINDSOR TOWNSHIP
271 CLARKSVILLE ROAD
TO THE EXTENT KNOWN
December 2, 2019**

7:00 P.M.

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

October 28, 2019 Business Session - as amended
October 28, 2019 Closed Session
 - C. Bills & Claims
11. Items Removed from Consent Agenda

12. Recommendations from Administration and Council/Clerk

- 2019-R252 Authorizing the Business Administrator to Purchase through Winner Ford Three Police Interceptor Utility AWD Vehicles and Additional Factory Options for the Police Division - \$102,512.40
- 2019-R253 Authorizing the Business Administrator to Purchase through Emergency Accessories and Installations, Inc. Equipment for Three Police Interceptor Utility AWD Vehicles for the Police Division - \$29,976.45
- 2019-R254 Authorizing the Business Administrator to Purchase from American Tire New Jersey State Contract M8000 Tires for Public Works Vehicles - \$14,000.00
- 2019-R255 Authorizing the Mayor and Clerk to Execute a Professional Services Agreement with ATC Group Services for Environmental Site Investigation of Open Space Property 92 - Block 8 Lot 14.01 - \$14,904.00
- 2019-R256 Authorizing the Mayor and Clerk to Execute the Memorandum of Understand (MOU) between Boy Scout Troop 40 and West Windsor Township for the Use of One (1) Bay at the Schenck Farm
- 2019-R257 Authorizing the Mayor and Clerk to Execute a Land Development Performance Guarantee Agreement with Bear Brook Homes, LLC (PB 16-12)
- 2019-R258 Opposing the Mercer County Park Commission's Plans for Dam Site 21

13. Introduction of Ordinances

2019-36 AN ORDINANCE TO ESTABLISH A SALARY AND WAGE PLAN FOR THE TOWNSHIP OF WEST WINDSOR AND PROVIDE FOR THE ADMINISTRATION THEREOF - FIREFIGHTERS/CAPTAINS

Public Hearing: December 16, 2019

2019-37 AN ORDINANCE TO AMEND AND SUPPLEMENT CHAPTER 4 ADMINISTRATION OF GOVERNMENT ARTICLE II OFFICE OF MAYOR SECTIONS 4-4 EXECUTIVE POWER; 4-6 APPOINTMENT POWER; 4- ATTENDANCE AND PARTICIPATION IN COUNCIL MEETINGS; SPECIAL MEETINGS; ARTICLE III COUNCIL SECTION 4-16 PUBLIC MEETINGS; ARTICLE V SECTION 4-20 BUDGET & EXPENDITURES; ARTICLE XIII SECTIONS 4-61 ENVIRONMENTAL COMMISSION; 4-64 PARKING AUTHORITY; 4-68 ZONING BOARD OF ADJUSTMENT

Public Hearing: December 16, 2019

2019-38 AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST CABLEVISION OF CENTRAL NEW JERSEY, INC TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWNSHIP OF WEST WINDSOR, NEW JERSEY

Public Hearing: December 16, 2019

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

ORDINANCE 2019-36

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

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

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

G. ANNUAL SALARIES FOR FIREFIGHTERS AND FIRE CAPTAINS

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

	Employees Hired Before January 1, 2017			
	2019	2020	2021	2022
	1.85%	1.95%	2.00%	2.00%
Firefighter				
Entry				
Second				
Third				
Fourth	\$57,986			
Fifth	\$62,696	\$63,919		
Sixth	\$67,341	\$68,654	\$70,027	
Seventh	\$75,945	\$77,426	\$78,975	\$80,555
Fire Captain	\$84,295	\$85,939	\$87,658	\$89,411

Employees Hired After January 1, 2017

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

Employees Hired After April 1, 2019

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

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

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

INTRODUCTION:

PUBLIC HEARING:

ADOPTION:

MAYOR APPROVAL:

EFFECTIVE DATE:

Ordinance 2019-37

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

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

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

§ 4-4 Executive power.

The executive power of the Township shall be exercised by the Mayor pursuant to the Charter and law. [\(N.J.S.A. 40:69A et. seq.\)](#)

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

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

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

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

§ 4-16 Public meetings.

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

B. Notice.

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

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

Article V **Budget and Expenditures**

§ 4-20 **Budget preparation.**

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

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

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

§ 4-64 **Parking Authority.**

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

§ 4-68 **Zoning Board of Adjustment.**

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

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

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

C. Appeals and applications.

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

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

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

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

INTRODUCTION:

PUBLIC HEARING:

ADOPTION:

MAYOR'S APPROVAL:

EFFECTIVE DATE

ORDINANCE 2019-38

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

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

SECTION 1. PURPOSE OF THE ORDINANCE.

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

SECTION 2. DEFINITIONS.

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

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

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

SECTION 3. STATEMENT OF FINDINGS.

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

SECTION 4. DURATION OF FRANCHISE.

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

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

SECTION 5. FRANCHISE FEE.

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

SECTION 6. FRANCHISE TERRITORY.

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

SECTION 7. EXTENSION OF SERVICE.

The Company shall be required to proffer service along any public right-of-way to any person's residence or business located in all areas of the franchise territory as described herein, at tariffed rates for standard

and non-standard installations.

SECTION 8. CONSTRUCTION REQUIREMENTS.

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

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

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

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

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

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

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

§14:18-2.1 (c)].

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

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

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

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

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

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

SECTION 9. CUSTOMER SERVICE.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. MUNICIPAL COMPLAINT OFFICER.

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

complaints by Township customers from the OCTV.

SECTION 11. LOCAL OFFICE.

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

SECTION 12. PERFORMANCE AND CONSTRUCTION BOND.

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

SECTION 13. SUBSCRIBER RATES.

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

SECTION 14. COMMITMENTS BY THE COMPANY.

a. The Company shall provide Expanded Basic or a similar tier of cable television service to one (1) outlet to each qualified existing and future school in the Township, public and private, elementary, intermediate and secondary, provided the school building is within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.

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

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

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

SECTION 15. EDUCATIONAL AND GOVERNMENTAL ACCESS.

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

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

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

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

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

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

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

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

SECTION 16. EMERGENCY USES.

a. The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.

b. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the Township is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE.

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

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

SECTION 18. INCORPORATION OF THE APPLICATION.

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

SECTION 19. COMPETITIVE EQUITY.

Should the Township grant municipal consent for a franchise to construct, operate and maintain a cable

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

SECTION 20. SEPARABILITY.

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

SECTION 21. THIRD PARTY BENEFICIARIES.

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

SECTION 22. EFFECTIVE DATE.

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

INTRODUCTION:

PUBLIC HEARING:

ADOPTION:

MAYOR APPROVAL:

EFFECTIVE DATE:

Exhibit A

Township Buildings Eligible for Courtesy Basic Cable Service

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

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

Senior Center
271 Clarksville Road
West Windsor, New Jersey 08550

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

Department of Public Works
70 Southfield Road

West Windsor, New Jersey 08850

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

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

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

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

RESOLUTION

WHEREAS, West Windsor Township needs to purchase three (3) 2020 Police Interceptor Utility AWD vehicles; and

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

Price Line #00005	Commodity Code: 071-080-084097	\$91,032.00
Price Line #00006	Commodity Code: 071-080-084098	<u>\$ 3,473.40</u>
		\$94,505.40

WHEREAS, there are additional factory options totaling \$8,007.00 that are not part of New Jersey State Contract #A88728; and

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

Police Vehicles	105-18-424	\$ 82,000.00
Police - Acquisition of Vehicles	405-2019-18-023	<u>\$ 20,512.40</u>
		\$ 102,512.40

NOW, THEREFORE, BE IT RESOLVED, by the West Windsor Township Council that the Business Administrator is authorized to purchase three (3) 2020 Police Interceptor Utility AWD vehicles from Chas S. Winner, Inc., dba Winner Ford for \$94,505.40; and

BE IT FURTHER RESOLVED, by the West Windsor Township Council that the Business Administrator is authorized to purchase the additional factory options from Chas S. Winner, Inc., dba Winner Ford for \$8,007.00 for a total not to exceed of \$102,512.40.

Adopted: December 2, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on 2nd day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, West Windsor Township needs to purchase equipment for the three (3) new model police vehicles; and

WHEREAS, Emergency Accessories and Installations, Inc., 250 Haddonfield-Berlin Road, Cherry Hill, New Jersey 08034 has been awarded New Jersey State Contract # 17-FLEET-00748:

Price Line #151 \$11,826.35

WHEREAS, Emergency Accessories and Installations, Inc. is an authorized Dealer/Distributor for New Jersey State Contract # 17-FLEET-00761 (Whelen):

Price Line #142 \$10,496.52

WHEREAS, Emergency Accessories and Installations, Inc. is an authorized Dealer/Distributor for New Jersey State Contract # 17-FLEET-00768 (Pro Gard):

Price Line #139 \$4,595.20

WHEREAS, Emergency Accessories and Installations, Inc. is an authorized Dealer/Distributor for New Jersey State Contract # 17-FLEET-00719 (Havis):

Price Line #137 \$2,633.38

WHEREAS, there is additional equipment required totaling \$425.00 that is not part of the above New Jersey State Contracts; and

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

Police – Acquisition of Equipment	405-2019-18-024	\$25,000.00
Police – Acquisition of Vehicles	405-2019-18-023	\$ 4,976.45

NOW, THEREFORE, BE IT RESOLVED, by the West Windsor Township Council that the Business Administrator is authorized to purchase equipment for the new model police vehicles from Emergency Accessories and Installations, Inc. for \$29,551.45; and

BE IT FURTHER RESOLVED, by the West Windsor Township Council that the Business Administrator is authorized to purchase the additional equipment from Emergency Accessories and Installations, Inc. for \$425.00 for a total not to exceed of \$29,976.45.

Adopted: December 2, 2019

I hereby certify that the above resolution was adopted by the West Windsor Township Council at their meeting held on 2nd day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor requests to make more purchases with American Tire for the duration of 2019 for the Township; and

WHEREAS, American Tire is an authorized vendor under New Jersey State Contract M8000; and

WHEREAS, American Tire, 3275 Quakerbridge Rd Mercerville, NJ 08619 has been approved, we would like to request to make additional 2019 blanket purchases; and

WHEREAS, year to date the Township has spent \$17,315.63 with American Tire and anticipates spending an additional \$14,000.00 through the end of the year; and

WHEREAS, funding for said purchases is available through the approved 2019 Current Budget; and

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

Public Works – Tires and Tubes 105 40 355 \$14,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the Business Administrator is authorized for said purchases from American Tire for a total not to exceed of \$31,315.63.

Adopted: December 2, 2019

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 2nd day of December 2019.

Gay H. Huber,
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, the Township of West Windsor is in need of retaining the services of an environment engineering firm to conduct an environmental site investigation on Township Open Space property (Block 8, Lot 14.01, 27.4 acres, open space parcel #92) formally known as the JCC property; and

WHEREAS, ATC Group Services, LLC is qualified to conduct said environmental site investigations; and

WHEREAS, ATC Group Services, LLC submitted a proposal dated August 6, 2019 (\$14,904.00) outlining the services they would perform; and

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

Open Space Acquisition 405-2019-17-006 \$14,904.00

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of West Windsor that the Mayor and Township Clerk are hereby authorized and instructed to execute the Professional Services Contract for ATC Group Services, LLC for a total not to exceed of \$14,904.00.

Adopted: December 2, 2019

I hereby certify that this is a true copy of a resolution adopted by the West Windsor Township Council at their meeting held on the 2nd, day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (“MOU”)
WITH THE MERCER AREA DISTRICT OF THE
WASHINGTON CROSSING COUNCIL, TROOP 40

WHEREAS, the Mercer Area District of the Washington Crossing Council, Troop 40, (“Troop 40”) with a primary mailing address of Dutch Neck Presbyterian Church, 154 South Mill Road, West Windsor, NJ 08550, seeks permission to utilize one (1) bay, of a three (3) car garage located at the Schenck Farmstead, 50 Southfield Road, West Windsor, New Jersey, that the Township owns, for Storage purposes; and

WHEREAS, Troop 40 has leased this space from the Township for the past seven (7) years and wants to rent the one (1) bay for an additional year; and

WHEREAS, the Troop seeks to continue to aid the good and useful work conducted by Troop 40 in West Windsor.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Windsor hereby authorizes the Mayor and Clerk to execute the Memorandum of Understanding with the Mercer Area District of the Washington Crossing Council, Troop 40 beginning January 1, 2020 and Terminating December 31, 2020.

Adopted: December 2, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 2nd day of December, 2019

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

WHEREAS, Bear Brook Homes, LLC received preliminary and final site plan approval from the West Windsor Township Planning Board for the construction of on-site and off-site improvements for Block 9, Lots 55 & 56 (PB16-12); and

WHEREAS, in accordance with the West Windsor Township Code, the Township wishes to enter into an agreement with the Developer to ensure the installation of certain public and quasi-public improvements, on-site and off-tract, including, but not limited to, the payment for the costs of construction and inspection therefore as estimated by the Township Engineer and more particularly as shown on the approved plans and set forth in the Site Improvement Bond Estimate attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Developer has posted a Performance Bond No. 47301 issued by The Service Insurance Company, Inc. in the amount of \$75,222.00 and posted cash in the amount of \$8,358.00 to serve as performance guarantees to secure the installation of on-site and off-site improvements in accordance with the approved plans; and

WHEREAS, the Developer has posted a safety and stabilization guarantee bond to be issued by Service, in the amount of \$5,000.00; and

WHEREAS, the Developer has signed a Land Development Performance Guarantee Agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED on this 2nd day of December, 2019 that the Mayor and the Clerk are authorized and directed to execute the Land Development Performance Guarantee Agreement attached hereto.

BE IT FURTHER RESOLVED that the agreement shall be recorded with the Mercer County Clerk's Office upon execution by the Mayor and Clerk.

Adopted: December 2, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 2nd day of December, 2019.

Gay M. Huber
Township Clerk
West Windsor Township

RESOLUTION

- WHEREAS, Mercer County Park Commission (MCPC) has announced a nearly \$20 million taxpayer-funded project to develop the 278-acre Dam 21 site of Mercer County Park (also known as Miry Run Ponds Master Plan); and
- WHEREAS, Dam 21 is located at the convergence of three townships - West Windsor, Hamilton, and Robbinsville; and
- WHEREAS, this development would disturb the natural habitat of wildlife, woodlands, dam, lake, and trails, displacing wild animals into residential areas and changing the purpose and character from passive to active recreation; and
- WHEREAS, the unnecessary development would necessitate the destruction of naturally forested areas; and
- WHEREAS, proposed forest and meadow restoration areas will be complicated by invasive species and have a low probability of success; and
- WHEREAS, West Windsor Township Fire and Emergency Services, our two Volunteer Fire Companies, and West Windsor Police Department would be called to respond to emergencies there; and
- WHEREAS, access to the area for emergency vehicles is limited; and
- WHEREAS, MCPC has no viable plan for security at the park, and this plan would create several parking areas which would not be monitored that would be a magnet for illegal activities; and
- WHEREAS, with greater public access of the area, the risks around campfires, grilling, and smoking, combined with the high natural grasses and adjacent wooded areas, including fallen trees, will increase the probability of vegetation burns; and
- WHEREAS, the island on the lake is inaccessible to vehicular travel; and
- WHEREAS, the plan includes a swimming beach area; and
- WHEREAS, no boat launch is provided for emergency situations making water rescues difficult; and
- WHEREAS, MCPC's plan includes not only necessary improvements to the area including the planting of trees and elimination of invasive species, but also unnecessary development including the building of a raised viewing bridge and the construction of several new parking lots, access driveways, and maintenance buildings; and

WHEREAS, this development will further increase traffic surrounding the park; and

WHEREAS, the plan includes closing an existing parking lot near “sledding hill” and moving it substantially farther away; and

WHEREAS, more than 900 handwritten petitions and 865 online signatures have been collected urging Mercer County Park Commission to stop the unnecessary development portions of the Dam 21 plan.

NOW, THEREFORE, BE IT RESOLVED, by the Council and the Mayor of the Township of West Windsor, in the County of Mercer and the State of New Jersey, that the Township Council and the Mayor of the Township of West Windsor have significant concerns about public safety, negative impacts on the environment and wildlife, the change in purpose and character from passive to active recreation, and the unbridled spending of taxpayer dollars; and

BE IT FURTHER RESOLVED, that given the environmental and safety impacts of this plan, the Mercer County Park Commission should abandon its plan for unnecessary development, and instead complete only the items necessary for restoration of the area, including eliminating invasive species and planting new trees; and

BE IT FURTHER RESOLVED, that the Mercer County Park Commission shall not act upon the current master plan proposal, and the public comment period shall remain open beyond its current January 6, 2020 deadline, until such time as a revised plan consistent herewith is approved by West Windsor Township Council; and

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be forwarded to the Mercer County Park Commission, the Board of Trustees for the Mercer County Park Commission, the Mercer County Executive, and the Mercer County Board of Chosen Freeholders.

Adopted: December 2, 2019

I hereby certify that the above Resolution was adopted by the West Windsor Township Council at their meeting held on the 2nd day of December 2019.

Gay M. Huber
Township Clerk
West Windsor Township