

WHITE TOWNSHIP COMMITTEE

MINUTES OF MEETING MARCH 8, 2023

Mayor Skoog called the meeting to order at 6:00 p.m. and stated ‘Adequate Notice of this meeting of March 8, 2023 has been given in accordance with the Open Public Meetings Act by forwarding a notice of the date, time, and location of the meeting to the Express-Times Warren County Zone and Star-Ledger; and by posting a copy thereof on the bulletin board in the Municipal Building and the township website. Formal action may be taken at this meeting. Public participation is encouraged. This agenda is subject to last minute additions and deletions by the White Township Committee’.

FLAG SALUTE

The mayor asked everyone to stand for the flag salute.

ROLL CALL

Mayor Skoog, Committeemen Hyndman and Herb, Clerk Kathleen Reinalda, Deputy Clerk Brielle Whitmore and Attorney Tipton were present for the meeting.

ENGINEERING UPDATE

Paul Sterbenz reported on the following:

- A&P Redevelopment Plan – Dan Bloch summarized the results of the February 22nd visioning session. Next step includes a meeting with the subcommittee and the owner of the A&P Plaza.
- Roadway Capital Plan 2023 – Overlay of Demeter Road would cost approximately \$54,000.
- Stormwater Management Grants – applications will be submitted for both the State of NJ Grant and Highlands Grant.
- Topsoil Protection Ordinance – Dr. Hyndman provided examples of ordinances from other locations. Mr. Sterbenz agreed that by adding the language to the Land Use section of code, it would provide additional strength to the township’s restrictions on topsoil removal.
- Route 46 Sewering – Mr. Sterbenz reviewed the costs associated with sewerage Route 46. The PRMUA will be invited to the April meeting.

ORDINANCES – FIRST READING

- A. Ord. 2023-02: Motion made by Dr. Hyndman, seconded by Mr. Herb and carried by unanimous favorable roll call vote to approve the following ordinance on First Reading. Herb – yes, Hyndman – yes, Skoog – yes.

ORDINANCE 2023-02

SECTION 1. PURPOSE OF THE ORDINANCE

The Township hereby grants to Comcast 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 municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Township of a cable television and communications system. This consent is subject to the terms and conditions of this Ordinance and upon the condition that the Company accepts the provisions of this Ordinance and confirms that it shall comply with the commitments contained herein.

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 is 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" or "Municipality" is White Township, County of Warren, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of Northwest New Jersey, LLC.
- 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.
- d. "FCC" is the Federal Communications Commission.
- 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. "Cable Service" means the one-way transmission to subscribers of (i) video programming or (ii) other programming service, and subscriber interaction, if required for the selection or use of such video programming or other programming service.

- h. “Application” is the Company’s Application for of Municipal Consent.
- i. “Primary Service Area” or “PSA” consists of the area of the Municipality 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

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the municipality having received all comments regarding the qualifications of the Company to receive this consent, and the representations of the Company 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 10 years from the Effective Date.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality 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 Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Township two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for Cable Service in the Township or any higher amount permitted by the Act or otherwise allowable by law, whichever is greater.

SECTION 6. FRANCHISE TERRITORY

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

SECTION 7. EXTENSION OF SERVICE

The Company shall be required to proffer Cable Service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company’s Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company’s Line Extension Policy, as set forth in the Company’s Application. For purposes of this section and the

Company's implementation of the LEP, a home shall only be counted as a "dwelling unit" if such home is within two hundred seventy-five (275) feet of the public right of way.

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 good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the City shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the City, shall remove, re-lay or relocate its equipment, at the expense of 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 City 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.

SECTION 9. CUSTOMER SERVICE

In providing Cable Service 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.

- 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.**
- c. 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 applicable 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 local complaints regarding the quality of service, equipment malfunctions, and similar matters.

SECTION 12. PERFORMANCE BONDS

During the life of the franchise the Company shall give to the municipality a performance bond in the amount of twenty-five thousand dollars (\$25,000.00). 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.

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 to the Municipal building and each qualified existing and future municipal building, 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 \$15,000 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.

SECTION 15. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

a. The Company shall continue to make available a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public

access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.

- b. The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial leased access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- c. The Company shall not exercise editorial control over any educational or governmental use PEG Access channels, except Company may refuse to transmit any educational or governmental access program or portion of an educational or governmental access program that contains obscenity, indecency, or nudity.
- d. 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 standard channels that the Company transmits.

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 municipality or any other person, during an emergency, if for any reason the Municipality is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$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 \$5,000,000.

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 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 applicable State or Federal law.

SECTION 19. COMPETITIVE EQUITY

Should the Municipality grant a franchise or other authorization 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.

SECTION 20. SEPARABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

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. NEW DEVELOPMENTS

The Municipality shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Company with at least fifteen (15) days advance notice of an available open trench for the placement of necessary cable.

SECTION 23. EFFECTIVE DATE

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

OLD BUSINESS

Mayor and Committee discussed the draft ordinance of the combined Environmental Commission/Open Space Committee/Agricultural Advisory Boards. Further amendments will be considered.

DPW Supervisor Ron Smith was present to discuss the applications received for the DPW Laborer position. Mr. Smith was asked to interview the top eight and come back to the committee with a recommendation.

NEW BUSINESS

The County of Warren Bicentennial Cultural & Heritage Affairs Historic Marker Grant program was reviewed. The clerk was asked to forward the information to the township's historic commission.

A solicitor application was received for a food truck, Tacos Chicas LLC. The owners were present to explain their business plan. The truck would be located on the Stanley Marine

property at the intersection of Rt. 46 and 519. After much debate, it was determined that a solicitor permit isn't the proper mechanism for a food truck. Engineer Sterbenz and Attorney Tipton will review and provide options.

Budget meetings were scheduled for April 12th and April 26th beginning at 4:30PM.

PRESENTATION OF MINUTES

Motion to approve the September 28, 2022 Regular Meeting Minutes, September 28, 2022 Executive Session Meeting Minutes, November 9, 2022 Regular Meeting Minutes and the November 9, 2022 Executive Session Meeting Minutes as presented made by Dr. Hyndman, seconded by Mr. Herb and carried by unanimous favorable roll call vote. Herb – yes, Hyndman - yes, Skoog – yes. Motion carried.

PRESENTATION OF VOUCHERS

On motion by Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable roll call vote, the Committee approved the following list of bills:

<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
17929	Arae Network Solutions	4262.25
17930	Borough of Washington	2500.00
17931	Brightspeed	78.54
17932	C&M Auto Parts	223.37
17933	Colliers Engineering	12,919.14
17934	Comcast	858.75
17935	Drake's Landscaping LLC	11,850.00
17936	Rentokil	97.68
17937	Elizabethtown Gas	320.64
17938	Elizabethtown Gas	815.92
17939	Florio, Perrucci, Steinhardt	2900.00
17940	Francotype-Postalia Inc.	141.00
17941	Gebhardt & Kiefer	1683.50
17942	Home Depot Credit Services	1120.55
17943	Horizon Blue Cross Blue Shield	386.38
17944	James Kopeski	163.10
17945	JCP&L	323.66
17946	Jesco, Inc.	45.65
17947	Kathleen Reinalda	28.75
17948	L.E. Ritter Lumber Co.	99.44
17949	ReadyRefresh by Nestle	48.00
17950	Nisivoccia LLP	12,500.00
17951	NJ American Water Co.	1354.70
17952	NJ Advance Media	850.86
17953	State of NJ	191.00
17954	Public Alliance Insurance Coverage	30,402.00

17955	Rigo's General Hardware	90.80
17956	Staples Credit Plan	542.31
17957	State of NJ	10.94
17958	Steven P. Gruenberg Esq.	247.50
17959	Swift Print Solutions	28.00
17960	Tractor Supply Credit Plan	75.62
17961	Verizon Wireless	238.25
17962	Vital Communications	834.56
17963	WEX Health Inc.	50.00
17964	White Twsp. Board of Education	655,161.00
17965	Xerox Corporation	1072.47
17966	Horizon Blue Cross Blue Shield	772.76
17967	VOID	
17968	VOID	
17969	Ron Smith – petty cash	226.23
17970	Treasurer, State of NJ	54.00
TOTALS.....		\$745,569.32

PUBLIC COMMENT

None.

ADJOURNMENT

Being no further business to come before the Mayor and Committee, the meeting was adjourned at 7:20 PM on motion by Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable vote.

Respectfully Submitted,

Kathleen R. Reinalda, RMC
Township Clerk