

## WHITE TOWNSHIP COMMITTEE

## MINUTES OF MEETING APRIL 12, 2023

Mayor Skoog called the meeting to order at 4:30 p.m. and stated ‘Adequate Notice of this meeting of April 12, 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.

### **2023 BUDGET WORKSHOP**

Mayor and Committee briefly reviewed the budget work sheet prepared by the CFO. A more in depth analysis will be done at the April 26<sup>th</sup> meeting.

### **ENGINEERING UPDATE**

Paul Sterbenz reported on the following:

- Route 46 Sewering – Members of the PRMUA were present to discuss the Becrett Developer’s Agreement. Willian Godfrey, Laurel Napolitani and Angelo Accetturo questioned why the governing body is not demanding that the developer of the Becrett site pay to include a pipe sized to accommodate future development along Route 46. Mr. Sterbenz indicated that the developer is not willing to pay, nor can the governing body force him too. However, the agreement is not complete and further negotiations can be scheduled.
- Stormwater Management Grants – applications were submitted to both the State of NJ and the Highlands Council. A \$75,000 grant will be awarded from the State. The Highlands Council would like to meet with the committee to discuss the \$15,000 grant. They will be invited to the May meeting.
- Topsoil Protection Ordinance – no action was taken.
- A&P Redevelopment Plan – the owner of the old A&P site has decided to have a

marketing study done. The Redevelopment Plan will be tabled until the results of the marketing study are complete.

- Food Truck Ordinance – Mr. Sterbenz provided examples of food truck ordinances for committee review.
- Brightspeed Presentation – Josh Motzer and Alonza Mitchell were present via zoom to discuss improvements being done in the Brookfield Community. They explained that Brightspeed is shifting from copper to fiber lines. They are focused on internet service right now, not television. There are no plans currently to expand outside of Brookfield.

## **RESOLUTIONS**

Res. 2023-20: Motion made by Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable roll call vote to approve the following resolution. Herb – yes, Hyndman – yes, Skoog – yes. Resolution adopted.

### **RESOLUTION 2023-20 RESOLUTION OF THE TOWNSHIP OF WHITE, COUNTY OF WARREN, STATE OF NEW JERSEY TO REFUND OVERPAYMENTS FOR BLOCK 30 LOT 10 C4004**

**WHEREAS**, the Township of White has reviewed the sewer account and determined the Block 30 Lot 10 C4004 has an overpayment made by the homeowner; and

**WHEREAS**, the overpayment of \$157.12 due to an overpayment for 2023 sewer bill;

**NOW THEREFORE, BE IT RESOLVED**, that the Township Committee of the Township of White hereby authorizes the refund of \$157.12 to:

ALLEN & VERONICA FRESCHI  
4004 BROOKFIELD GLEN DR  
BELVIDERE, NJ 07823

Res. 2023-21: Motion made by Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable roll call vote to approve the following resolution. Herb – yes, Hyndman – yes, Skoog – yes. Resolution adopted.

### **RESOLUTION 2023-21 RESOLUTION OF THE TOWNSHIP OF WHITE, COUNTY OF WARREN, STATE OF NEW JERSEY TO AUTHORIZE THE TAX COLLECTOR TO GO TO BID FOR ASSIGNMENT OF TSC-22-00011, BLOCK 69 LOT 8.**

**WHEREAS**, the Tax Collector has been contacted by multiple lienholders requesting assignment of TSC 22-00011 also known as Block 69 Lot 8, and has determined that the assignment of said Municipal Tax Sale Certificate will need to go to bid for the assignment of said lien to the highest bidder, not to be less than the amount owned on the lien as of the assignment date, and

**NOW THEREFORE, BE IT RESOLVED**, that the Township Committee of the Township of White hereby authorizes the Township Tax Collector to proceed with the bid process for the assignment of TSC 22-00011, Block 69 Lot 8, and

Res. 2023-22: Motion made by Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable roll call vote to approve the following resolution. Herb – yes, Hyndman – yes, Skoog – yes. Resolution adopted.

### **RESOLUTION 2023-22**

### **RESOLUTION AWARDING CONTRACT FOR MOWING/MAINTENANCE OF TOWNSHIP RECREATION FIELDS TO NJ LANDSCAPE CONTRACTORS, LLC FOR THE 2023/2024 SEASONS**

**WHEREAS**, White Township requires that its recreational fields on Route 519 be mowed/fertilized and properly maintained; and

**WHEREAS**, specifications for such work were prepared and quotations were solicited from three (2) contractors, and the following quotes were received for 2023 and 2024:

<u>Contractor</u>	<u>Base Bid</u>	<u>Soccer Line Striping</u>	<u>Extra Mowing</u>
GTM	35,8000	110.00	490.00
NJ Landscape Contractors	35,390.00	85.00	400.00

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of White that the contract for mowing/maintenance/fertilization/aeration of the recreation fields be and hereby is awarded to NJ Landscape Contractors, LLC for its lowest responsive, all-inclusive quotation as per company estimate received March 23, 2023.

### **ORDINANCES – PUBLIC HEARING**

- A. Ord. 2023-02: Motion to open the public hearing made by Dr. Hyndman, seconded by Mr. Herb and carried by unanimous favorable roll call vote. Being no comments, motion to close the public hearing made by Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable roll call vote. Adoption of the

following Ordinance will be tabled for the May meeting. Dr. Hyndman will request a map from Comcast of the coverage area.

## **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.

Discussion of the County of Warren Bicentennial Cultural & Heritage Affairs Historic Marker Grant Program was tabled to the May meeting.

There will be a meeting on Monday, April 17<sup>th</sup> with representatives from the NJDOT, Assemblyman Dimaio, Engineer Sterbenz and Senator Steinhardt to discuss the Rt. 46 and Rt. 519 intersection congestion.

## **NEW BUSINESS**

The committee scheduled DPW Laborer interviews for April 26<sup>th</sup> at 6PM. DPW Supervisor Ron Smith was in attendance. He said he chose Clay McEvoy and Cameron Cody as his top two choices to receive second interviews.

The Warren County Municipal and Charitable Conservancy is looking for a Region 3

representative from White Township. Mayor Skoog will consider the appointment.

**Mayor Skoog left the meeting at 7:09PM**

Attorney Tipton confirmed that the township can sell the DPW V Box Spreader to Liberty Township without going out to bid. Liberty had expressed interest in the spreader, knowing the township has no plans to use it.

**CORRESPONDENCE**

An email was received from Mike Lamonico regarding the disrepair of Morgan Lane. Morgan Lane is a private road, therefore, the township cannot authorize repairs. The homeowners own the road.

A letter was received from the Board of County Commissioners informing the township of a name change to the PCFA. Rather than the Pollution Control Financing Authority it will now be known as the County Utilities Authority. The County has determined that a “CUA” is better suited than a “PCFA” to serve the County’s current and long term needs and objectives with respect to solid waste. Dr. Hyndman noted that, as the host community, it would have been appropriate to include the township in this decision.

**PRESENTATION OF MINUTES**

Motion to approve the November 30, 2022 Special Meeting, November 30, 2022 Executive Session Meeting, December 14, 2022 Regular Meeting, December 14, 2022 Early Executive Session Meeting, December 14, 2022 Late Executive Session Meeting, December 29, 2022 Year End Meeting, January 11, 2023 Re-Organization Meeting, January 11, 2023 Executive Session Meeting, February 8, 2023 Regular Meeting Minutes, February 8, 2023 Executive Session Meeting Minutes, February 22, 2023 Regular Meeting , and March 8, 2023 Regular 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 – absent. Motion carried.

**PRESENTATION OF VOUCHERS**

On motion by Dr. Hyndman, seconded by Mr. Herb 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>
17971	Griffith Allied Trucking LLC	823.69
17972	ARAE Network Solutions LLC	13,826.00
17973	Brightspeed	73.78
17974	C&M Auto Parts	471.12
17975	Colliers Engineering & Design	9172.62
17976	Comcast	767.84
17977	Rentokil	97.68

17978	Elizabethtown Gas	282.13
17979	Elizabethtown Gas	730.97
17980	Florio, Perrucci, Steinhardt	2900.00
17981	GenServe Inc.	2580.00
17982	James Kopeski	1113.12
17983	JCP&L	3628.20
17984	Jersey Mail Systems LLC	166.70
17985	MGL Printing Solutions	273.00
17986	ReadyRefresh by Nestle	52.78
17987	NJ American Water Company	1354.70
17988	NJ Advance Media	501.64
17989	NJ Landscape Contractors LLC	4423.75
17990	Eurofins Environment Testing	267.50
17991	Rigo's General Hardware	61.28
17992	Sanico, Inc.	454.52
17993	Staples Credit Plan	841.09
17994	Steven P. Gruenberg, Esq.	99.00
17995	TGM Services	5250.00
17996	Treasurer, State of NJ	500.00
17997	Verizon Wireless	170.82
17998	Vital Communications	420.00
17999	Wex Health Inc.	101.66
18000	White Twsp. Board of Education	655,161.00
18001	Xerox Corp.	538.05

TOTALS.....\$707,104.64

Developer Escrow Account

1517	Gebhardt & Kiefer	175.00
1518	Bright View Engineering	3217.50
1519	Colliers Engineering & Design	46.83
1520	Colliers Engineering & Design	687.60
1521	Colliers Engineering & Design	2472.63

Capital Account

1595	Deere & Company	94,328.27
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Dog Account

1213	NJ Dept. of Health & Senior Services	579.00
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Gravel Pit Escrows

254	Colliers Engineering & Design	193.75 (for BS&G)
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255	Colliers Engineering & Design	662.50 (for Hoffman)
260	Colliers Engineering & Design	451.22 (for HS&G)
251	Colliers Engineering & Design	232.50 (for Tilcon)

Sewer Account		
1398	Warren County (PRMUA)	78,564.00
1399	Colliers Engineering & Design	1331.95

Current Fund – Manual		
2438	Payroll Account	19,505.40
2439	Payroll Account	17,371.47
2440	Payroll Account	23,307.08

TOTAL ALL ACCOUNTS.....\$950,231.34

**PUBLIC COMMENT**

Dana Thatcher asked if the committee would fund his ‘beautification project’ along CR 519, Block 18, Lot 13.03. In the past Mr. Thatcher has funded the project on his own. Mr. Herb explained there has been no funding allocated in the 2023 proposed budget.

On motion by Dr. Hyndman, seconded by Mr. Herb and carried by unanimous favorable roll call vote, the following Resolution was adopted:

**RESOLUTION - EXECUTIVE SESSION**

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of White, as follows:

1. The public shall be excluded from discussion, and action upon the hereinafter specified subject matter, April 12, 2023, 7:47 pm:

Contract Negotiations  
(Beckett Developer’s Agreement)

2. It is anticipated at this time, the above-stated subjects will be made public at such time when the matters discussed are no longer sensitive. Motion passed.

On motion by Dr. Hyndman, seconded by Mr. Herb, the meeting was e-opened to the public at 8:10 p.m. Motion passed. No action was taken in Executive Session.

**OTHER MATTERS**

Motion made Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable roll call vote to approve the solicitation permit submitted by Tacos Chicas. Herb – yes, Hyndman – yes, Skoog – absent.

**ADJOURNMENT**

Being no further business to come before the Mayor and Committee, the meeting was adjourned at 8:11 PM on motion by Mr. Herb, seconded by Dr. Hyndman and carried by unanimous favorable vote.

Respectfully Submitted,

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Kathleen R. Reinalda, RMC  
Township Clerk