RARITAN TOWNSHIP COMMITTEE REGULAR MEETING
RARITAN TOWNSHIP MUNICIPAL BUILDING
TUESDAY, APRIL 7, 2020

MEETING CALLED: Mayor Kuhl called the regular meeting to order at 6:00 p.m.

ROLL CALL: The following were present via remote access: Mayor, Jeff Kuhl; Deputy Mayor, Karen Gilbert; Comm. Gary Hazard; Comm. Scott MacDade; Comm. Louis Reiner

ABSENT: None

ALSO PRESENT: Administrator, Don Hutchins; Municipal Clerk, Lisa Fania; Township Attorney, Jeff Lehrer (via remote access); Raritan Township Office of Emergency Management Coordinator, Christopher Phelan; Chief Financial Officer, Bill Pandos

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MEETING NOTICED: Mayor Kuhl advised that the meeting was noticed in accordance with the Open Public Meetings Act, Chapter 231, P.L. 1975 March 31, 2020 to the Courier News, Hunterdon County Democrat, Star Ledger, Express Times, NJ.com and posted on the municipal bulletin board and the Township website.

CLOSED SESSION RESOLUTION

There was no closed session held.

PLEDGE OF ALLEGIANCE & MOMENT OF SILENCE: Mayor Kuhl asked all to join in the Pledge of Allegiance to our flag and to remain standing for a moment of silence to remember our men and women serving in the Armed Forces and in particular those serving in troubled areas around the world.

AMEND/APPROVE THE AGENDA

Mayor Kuhl asked for a motion to approve the Agenda.
Motion by MacDade, seconded by Reiner
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None

PUBLIC COMMENT: It is the policy of the Township Committee that all public comments on an issue shall be limited to three minutes per person. Public comment shall be permitted on items of concern regarding the agenda only. In addition, time will be allotted at the end of the meeting for public comment on any issue.

There was no public comment.

FINANCIAL ISSUES

Payment of Bills as listed for Raritan Township: **$916,731.54**

Mayor Kuhl asked for a motion to approve the bill list for Raritan Township.
Motion by Gilbert, seconded by Hazard
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None

Payment of Bills as listed for the Raritan Township Fire Company: **$926.50**

Mayor Kuhl asked for a motion to approve the bill list for Raritan Township Fire Company.
Motion by MacDade, seconded by Hazard
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None

REPORTS

Office of Emergency Management Update on COVID-19 – Christopher Phelan, Raritan Township Office of Emergency Management Coordinator, provided an update on the status of efforts of the Raritan Township Office of Emergency Management (OEM) regarding the coronavirus (COVID-19) public health emergency. Mr. Phelan advised of the following:

*continued dissemination of periodic situation reports;

*April 3, 2020 opening of the respiratory tent at the Hunterdon Medical Center (HMC);

*ongoing assistance/support to HMC whereas the Township's Community Emergency Response Team (CERT) and OEM team are directing patients to various on-site triage areas;

*constant ongoing communication with emergency services; continued contact with residents and local businesses fielding questions/concerns; and regular updates to social media and Township website;

*implementation of the Township's Nixle alert system for community outreach of information surrounding the public health emergency;

*participation in FEMA training.

Mr. Phelan advised that his office has received positive feedback from HMC and the County Office of Emergency Management regarding the HMC on-site operation. Mr. Phelan recognized Committee Members for authorizing the implementation of the Nixle system and reported that positive feedback has been received. He also commended and extended gratitude to all those involved with emergency services; Readington and Holland Township OEM and CERT teams; and the Township's Superintendent of Public Works, Brion Fleming and public works team for their outstanding efforts in executing and maintaining public safety and community assistance.

Mr. Phelan explained that the Governor issued an Executive Order today regarding the closure of state and county parks but that no direction had been provided at the federal and municipal levels. Mr. Phelan reported that Flemington Borough will be closing its parks and that the County will most likely comply with the order as well. He expressed concern regarding the possibility of an influx of people to Township parks if they remain open due to the closure of larger facilities around the county. Mr. Phelan recommended that Township parks close tomorrow with barricades provided at entrances.

A brief discussion was held regarding the timeline for re-evaluating park closures. It was the consensus of the Committee to proceed with the closure of parks and re-evaluate the situation at a future regular meeting. Mr. Phelan to coordinate with the Department of Public Works and disseminate notification to residents.

Mayor Kuhl and Committee Members extended gratitude to Mr. Phelan and his team, all first responders and all essential workers for their outstanding efforts.

LIAISON REPORTS

Karen Gilbert: (Deputy Mayor)

Fire/Rescue/OEM; Open Space Advisory Committee; Planning Board (Class III Member)

Deputy Mayor Gilbert provided an update on the status of efforts of the Flemington-Raritan First Aid and Rescue Squad (FRFARS) and the Raritan Township Fire Company. Deputy Mayor Gilbert reported that FRFARS President, Dave Giuliani, reported that the rescue squad is receiving calls for

COVID-19 but that regular calls are down. Deputy Mayor Gilbert continued that President Giuliani expressed concern that residents are afraid to go to the hospital for other health issues due to COVID-19. Deputy Mayor Gilbert also stated that President Giuliani complimented the efforts of the Township and County OEM teams commenting that "he feels like we are in good hands."

Deputy Mayor Gilbert continued to report that Fire Chief, Keith Paradiso, advised that the fire company is taking preventive measures to avoid contact in the station and on calls including the decontamination of vehicles and utilization of vehicles from the Fire Marshal's office to assess calls prior to a fire truck responding. Deputy Mayor Gilbert further added that the fire company is working with HMC as its needs change due to the opening of areas in the hospital not typically occupied by patients and providing assistance to the rescue squad as well.

Deputy Mayor Gilbert thanked Mr. Phelan for his efforts and commented that she was pleased that the Township is moving forward with the Nixle system. Deputy Mayor Gilbert supported usage of the Nixle system and asked the news media to encourage residents to share the link on Facebook.

Gary Hazard: Court; Open Space Advisory Committee; RTMUA
Committee Member Hazard reported that Court remains cancelled. Committee Member Hazard also advised that the New Jersey Department of Environmental Protection (NJDEP) Agency has designated the South Branch River as a C1 waterway and that "pretty much all segments were adopted." Committee Member Hazard suggested that an update regarding the NJDEP decision and its impact be provided at the next regular meeting.

Jeff Kuhl: (Mayor) Finance; Historians; Personnel; Planning Board (Class I Member)
Mayor Kuhl reported that the 2020 Municipal Budget was adopted at the last meeting. Mayor Kuhl advised that steps have been taken to ensure the safety of personnel and the public including a revised work schedule but that the Township continues to provide services to the community. Mayor Kuhl also reported that the Planning Board meeting was cancelled.

Scott MacDade: Board of Health; Environmental Commission; Historians
Committee Member MacDade reported that the Green Team continues to work on recertification for Sustainable Jersey and advised that the deadline for submission has been extended to June 14.

At this time, Mr. Hutchins advised that Committee Member Reiner lost the remote connection and was attempting to log back in.

Louis Reiner: Agriculture Advisory Board; Finance
No report was provided by Committee Member Reiner as he was not present at this time.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ORDINANCES (INTRODUCTION/FIRST READING)

There were no ordinances for introduction.

ORDINANCES (FINAL ADOPTION/PUBLIC HEARING)

Mayor Kuhl read by title Ordinance #20-09.

AN ORDINANCE UPDATING CHAPTER 16 OF THE TOWNSHIP LAND DEVELOPMENT CODE TO COMPLY WITH STATUTORY UPDATES TO THE MUNICIPAL LAND USE LAW

Committee Member Reiner rejoined the meeting (6:20 p.m.) at this time.

Mayor Kuhl asked for a motion to open public hearing.
Motion by Reiner, seconded by MacDade
MOTION UNANIMOUSLY CARRIED

There was no public comment.

Mayor Kuhl asked for a motion to close the public hearing and adopt Ordinance #20-09 on final consideration, same to be published according to law.
Motion by MacDade, seconded by Hazard
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None
ORDINANCE ADOPTED

Ordinance advertised February 21, 2020 in the Courier News. Posted on municipal bulletin board as required by law.

ORDINANCE #20-09

AN ORDINANCE UPDATING CHAPTER 16 OF THE TOWNSHIP LAND DEVELOPMENT CODE TO COMPLY WITH STATUTORY UPDATES TO THE MUNICIPAL LAND USE LAW

WHEREAS, the Municipal Land Use Law "MLUL" (N.J.S.A. 40:55D-1 *et seq.*) delegates to municipalities the power to zone and regulate development, and that statute is amended from time to time by the state legislature; and

WHEREAS, the MLUL's statutory provisions regarding performance guarantees, maintenance guarantees, inspection fees and establishing a safety and security obligation were recently amended and supplemented by the legislature P.L. 2017 c. 312, and the Township now amends its Land Development Code to comply with the revised statute; and

WHEREAS, as required by N.J.S.A. 40:55D-26, the Township has referred this proposed land development ordinance to the Planning Board for review and comment prior to final adoption.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Raritan, County of Hunterdon, that the following provisions of the "Revised General Ordinances of the Township of Raritan, 1999" also known as the "Code" and specifically Chapter 16.16 of the Land Development Code of the Township shall be repealed and replaced as follows:

1. **§16.16.010. Performance Guarantees, of the Revised General Ordinances of the Township of Raritan, 1999 is repealed and replaced by the following:**

§16.16.010. Performance, Maintenance, and Safety and Stability Guarantees

A. Performance Guarantee. As a condition of granting final approval of a subdivision or site plan, the approving board shall require for the purpose of assuring the installation and maintenance of public improvements the furnishing of a performance guarantee in favor of the Township in an amount not to exceed 120% of the cost of installation to be determined by the Township Engineer as set forth in Subsection D of this section, for improvements to be dedicated to the Township, as shown on the approved plans or plat, including: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, conservation easement pins and signs, surveyor's monuments as shown on the final map and required by the Recordation Law (N.J.S.A. 46-23-9.9 *et seq.*), water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements, as well as privately-owned perimeter buffer landscaping as required by ordinance or imposed as a condition of approval for each section or phase of development.

(1) At the developer's option a separate performance guarantee may be posted for the privately- owned perimeter buffer landscaping.
(2) In the event that a developer shall seek a temporary certificate of occupancy for a development, unit, lot, building or phase of development, as a condition of the issuance thereof, the developer shall furnish a separate guarantee referred to herein as "temporary certificate of occupancy guarantee" in compliance with the provisions of N.J.S.A. 40:55D-53a(1)(c) *et seq.* The municipal official designated to administer the provisions of this section is the Township Engineer.

(3) Should a successive developer request a permit update under the State Uniform Construction Code for the purpose of updating the name and address of the owner of property on a construction permit, as a condition of such permit update, the new owner shall provide replacement performance guarantees, safety and stability guarantees and or maintenance guarantees as applicable to the then current stage of development.

B. Safety and Stabilization Guarantee. The developer shall furnish to the Township a safety and stabilization guarantee to be available to the Township for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise implementing measures to protect the public from access to an unsafe or unstable condition in compliance with the provisions of N.J.S.A. 40:55D-53a(1)(d) *et seq*. and as follows:

(1) At the developer's option the safety and stabilization guarantee may be provided as a separate guarantee or as a line item in the performance guarantee.
(2) The amount of the safety and stabilization guarantee shall be as follows: for bonded improvements in an amount not exceeding $100,000 the guarantee shall be $5,000. The amount of the safety and stabilization guarantee for a development with bonded improvements exceeding $100,000 shall be calculated as a percentage of all the bonded improvements, or applicable phase or stage of development, as follows: $5,000 for the first $100,000 of bonded improvements plus 2.5% of bonded improvement costs in excess of $100,000 up to $1,000,000 plus 1% of bonded improvements costs in excess of $1,000,000.

C. Maintenance Guarantee. As a condition precedent to the release of a performance guarantee the approving Board shall require the furnishing of a maintenance guarantee to be posted with the Township Committee as provided for herein. Upon final acceptance of the improvements by the Township Engineer consistent with the procedures as outlined in this Section H, and before the release of the performance guarantee by the Township Committee, the developer shall post a maintenance guarantee with the Township in the amount of 15% of the costs of the installation of the public improvements which are being released. The developer shall also post a maintenance guarantee in an amount not to exceed 15% of the costs of the installation of the following private site improvements; stormwater management system; inflow and water quality structures within the basins; and the outflow pipes and structures of the stormwater management system, if any. Said maintenance guarantee(s) to run for a period of two years after release of the performance guarantee of the improvements if such are dedicated to the public or the date of approval by the Township Engineer if private improvements. In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a maintenance guarantee to another governmental agency, no maintenance guarantee shall be required by the municipality for such utilities or improvements. Cash cannot be required as any part of such maintenance guarantee by the approving Board, though the developer at its option may so provide all or a portion in cash.

D. Cost Determination. The cost of installation of improvements for the purposes of subsection A, B and C of this section shall be estimated by the Township Engineer based on documented construction costs for the public improvements prevailing in the general area of the municipality. An itemized list of costs shall be provided by developer to the Township Engineer for use in creating an itemized cost estimate to be used in determining the applicable guarantees

and fees required in connection with developer's project. The developer may appeal the Township Engineer's estimate to the Township Committee. The Township Committee shall decide the appeal within 45 days of receipt of the appeal in writing by the Municipal Clerk. After the developer posts a guarantee with the municipality based upon the cost of the installation of improvements as determined by the Township Committee, he may institute legal action within one year of the posting in order to preserve the right to judicial determination as to the fairness and reasonableness of the amount of the guarantee. For a performance guarantee or safety and safety and stability guarantee, the first 10% shall be in cash, in the form of a cashier's check, as provided for in N.J.S.A. 40:55D-53.3. The remaining amount of all guarantees shall be provided in a form acceptable to and reviewed to the satisfaction of the Township attorney, in addition to other acceptable forms of surety. The Township may accept performance guarantee, temporary certificate of occupancy guarantee, safety and stability guarantee and maintenance guarantee which is an irrevocable letter of credit if it is issued by a banking or savings institution authorized to do so and doing business in this state and whose financial condition and size in relation to the letter of credit satisfied the Municipal Auditor, is irrevocable, unconditional, subject to all requirements of the Raritan Township Land Development Code and is issued in a form acceptable to the Township Attorney.

E. Other Agency Guarantees. In the event that other governmental agencies or public utilities will automatically own the utilities to be installed or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required for such utilities or improvements.

F. Time of Guarantee. Performance guarantees shall run for a term not to exceed 24 months. However, at the request of the developer the time allowed for installation of improvements for which the performance guarantee has been provided may be extended by the Township Committee by resolution. As a condition of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the costs of the installation, which costs shall be determined by the Township Engineer as set forth in Subsection D of this section as of the time of passage of the resolution. Also, as a condition of such extension the safety and security guarantee, and any temporary certificate of occupancy guarantee, shall be increased or reduced as applicable.

G. If the required improvements are not completed or corrected in accordance with the performance guarantee, the safety and stabilization guarantee, or the temporary certificate of occupancy guarantee, the obligor and surety, if any, shall be liable thereon to the Township for the reasonable cost of the improvements not completed or corrected and the Township may, either prior to or after receipt of the proceeds thereof, complete such improvements; such completion or correction of improvements shall be subject to the public bidding requirements of the Local Public Contracts Law, P.L. 1971, c. 198 (N.J.S.A. 40A:11-1 *et seq.*).

H. Procedures Required Before Releasing or Reducing the Performance Guarantee. Upon substantial completion of all required street improvements (except for the top course), appurtenant utility improvements, and the connection of same to the public system, the obligor may request of the Township Committee in writing, by certified mail addressed to the care of the Municipal Clerk, that the Township Engineer prepare, in accordance with the itemized cost estimate prepared for the performance guarantee, a list of all uncompleted or unsatisfactorily completed bonded improvements. A copy of the request shall also be mailed to the Township Engineer. The Township Engineer shall inspect all improvements covered by the obligor's request and shall provide a detailed list and report to the Township Committee, and simultaneously to the obligor, no later than 45 days from receipt of the request for such inspection.

The report prepared by the Township Engineer shall state, in detail, with respect to each improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the unsatisfactory state of each completed improvement determined to be unsatisfactory. The report shall also identify each improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be permitted in the performance guarantee relating to the completed and satisfactory improvements in accordance with the itemized cost estimate prepared for and appended to the performance guarantee. In addition to the above, when the obligor requests a release of performance guarantees for an item to be dedicated to the Township, the obligor shall also provide the documents and information required by Land Development Code Section 16.16.030 Acceptance of Subdivision Improvements in The Township System, as to those items to be dedicated.

I. Action of the Township Committee. The Township Committee, by resolution, shall either approve the improvements determined to be complete and satisfactory by the Township Engineer, or reject any or all of these improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to Subsection A of this section. The resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the Township Engineer. Upon adoption of the resolution by the Township Committee, the obligor shall be released from liability pursuant to its performance guarantee and safety and stability guarantee for the approved improvements except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved, provided that 30% of the amount of the performance guarantee and safety and stability guarantee posted may be retained to ensure completion of all improvements.

(1) If the Township Engineer fails to send or provide the list and report as requested by the obligor pursuant to Subsection H of this section within 45 days from receipt of the request, the obligor may apply to the Court in a summary manner for an order compelling the Township Engineer to provide the list and report within a stated time, and the costs of applying to the Court, including reasonable attorney's fees, may be awarded to the prevailing party. If the Township Committee fails to approve or reject the improvements determined by the Township Engineer to be complete and satisfactory or reduce the performance guarantee and safety and security guarantee for the complete and satisfactory improvements within 45 days from the receipt of the Township Engineer's list and report, the obligor may apply to the Court in a summary manner for an order compelling, within a stated time, approval of the complete and satisfactory improvements; and approval of a reduction in the performance and safety and stability guarantees for the approved complete and satisfactory improvements; and approval of a reduction in the performance and safety and stability guarantees with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to this section; and the cost of applying to the court, including reasonable attorney's fees which may be awarded to the prevailing party.

(2) In the event that the obligor has made a cash deposit with the Township as part of the performance guarantee, then any partial reduction granted in the performance

guarantee pursuant to this subsection shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee. Provided that if the developer has furnished a safety and security guarantee the Township may retain such cash equal to the amount of the remaining safety and security guarantee.

J. Rejected Improvements. If any portion of the required improvements is rejected, the approving board may require the obligor to complete or correct such improvements, and upon completion or correction, the same procedure and notification as set forth in this chapter shall be followed/

K. Stages or Sections. In the event that final approval is by stages or sections of development pursuant to N.J.S.A. 40:55D-38a, the provisions of this section shall be applied to the stage or section.

2. **§ 16.16.020 Maintenance Guarantees, of the Revised General Ordinances of the Township of Raritan, 1999 is repealed and replaced by the following:**

§ 16.16.020. Reimbursement and Inspections.

A. Reimbursement and Inspections. The obligor shall reimburse the Township for reasonable inspection fees paid to the Township Engineer for the inspections of the foregoing improvements, provided that the Township may require of the developer a deposit for the inspection fees in the amount, except for extraordinary circumstances, the greater of $500 or 5% of the cost of bonded improvements subject to a performance guarantee as determined pursuant to subsection D of section 16.16.010 and N.J.S.A. 40:55D-53h. *et seq*. Further, the Township may also require an escrow fee not to exceed 5% of the costs of the private site improvements that are not subject to the performance guarantee. The itemized cost list provided by the developer to the Township Engineer in §16.16.010 D and the itemized cost estimate provided by the Township Engineer shall include the cost of all public and private improvements in order that the estimate may also be used to identify the appropriate amount for inspection fees for the project. Payment of the inspection fees may be made in installments as provided for in N.J.S.A. 40:55D-53 h.

B. If the Township determines that the amount in escrow for the payment of inspection fees, as calculated pursuant to N.J.S.A. 40:55D-53h, is insufficient to cover the costs of additional required inspections, the Township may require the developer to deposit additional funds in escrow provided the Township delivers to the developer a written inspection escrow deposit request, signed by the Township Engineer, which informs the developer of the need for the additional inspections, details the items undertakings that require inspection, estimates the time required for those inspections and estimates the cost for performing those inspections.

BE IT FURTHER ORDAINED that this ordinance shall take effect after final adoption and publication as required by law.

Mayor Kuhl read by title Ordinance #20-12.

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF RARITAN, NEW JERSEY

Mayor Kuhl explained that public hearings were held regarding the franchise renewal with opportunity for public comment. Mayor Kuhl commented, "we all unfortunately know the situation and that until the Board of Public Utilities changes things, there are not a whole lot of options. We did negotiate and we did get some concessions."

Mayor Kuhl asked for a motion to open public hearing.
Motion by Hazard, seconded by MacDade
MOTION UNANIMOUSLY CARRIED

There was no public comment.

Mayor Kuhl asked for a motion to close the public hearing and adopt Ordinance #20-12 on final consideration, same to be published according to law.
Motion by Gilbert, seconded by Hazard
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Mayor Kuhl
NOES: Reiner
ABSTAIN: None
ABSENT: None
ORDINANCE ADOPTED

Ordinance advertised March 20, 2020 in the Courier News. Posted on municipal bulletin board as required by law.

During the vote, Committee Member Reiner commented, "I would suggest to the good folks of Raritan Township that they seriously consider electing the option of Direct TV. There are not a whole lot of options available. We are over a barrel with Comcast. My vote is no."

ORDINANCE #20-12

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF RARITAN, NEW JERSEY

BE IT ORDAINED, by the Mayor and Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey, as follows:

SECTION 1. PURPOSE OF THE ORDINANCE

The Township hereby grants to 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 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 the Township of Raritan, County of Hunterdon, State of New Jersey.

b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of Central New Jersey II, 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. "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 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 ten (10) years from the date of expiration of the previous Certificate of Approval issued by the Board.

> 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 television reception 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 renewal of 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 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, with a HPM ("homes-per-mile") of 25 dwellings per linear mile from the nearest active trunk or feeder line.

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 Township shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Township, 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 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.

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.

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.

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 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 continue to provide Expanded Basic or a similar tier of cable television service on one (1) outlet at no cost to each qualified existing school in the Township, public and private, elementary, intermediate and secondary, provided the school is within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials-plus labor basis by the school requesting service. Comcast shall provide the above referenced services to any future such facility upon written request.

b. The Company shall continue to provide Expanded Basic or a similar tier of cable television service at no cost on one (1) outlet to each qualified existing police, fire, emergency management facility, public works and public library in the Township, provided the facility is located within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials-plus labor basis by the Township. Comcast shall provide the above referenced services to any future such facility upon written request.

c. Within six (6) months of receipt of a Renewal Certificate of Approval, the Company shall provide the Township with a one-time technology grant in the amount of $65,000 for the Township's cable and technology related needs.

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, educational, 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 these external cost, pass-through rights to the extent permitted by law.

SECTION 15. EDUCATIONAL AND GOVERNMENTAL ACCESS

a. The Company shall continue to make available one education and one government access channel. The purpose of the channels are for cablecasting non-commercial educational and governmental access programming. At the time of the adoption of this Ordinance, the Township has not made use of the government access channel; however, reserves its rights

to do so at some time during the term of this franchise. If and when the Township determines to activate and utilize the government access channel, the Township shall provide the Company with one (1) year prior notice of same in order to provide the Company with time to design, procure the required equipment and construct the channel. Notwithstanding the foregoing, the parties acknowledge that if the Company is able to establish the government access channel sooner than the 1-year notice period then the Township shall be able to utilize same prior to the expiration of the 1-year notice period.

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 any educational or governmental use of channel capacity, 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. Educational Access. "Educational Access" shall mean noncommercial use by educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

e. Government Access. "Government Access" shall mean noncommercial use by the Township for the purpose of showing the local government at work.

f. Company Use of Fallow Time. Because blank or underutilized EG channels are not in the public interest, in the event the Municipalities or other EG access users elect not to fully program their EG access channel, Company may program unused time on those channels subject to reclamation by the Municipality upon no less than 60 days written notice.

g. Indemnification. The Township shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the EG channel and from claims arising out of the Municipalities' rules for or administration of EG access channel and its programming.

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. PROPRIETARY INFORMATION

The Company shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Township agrees to treat any information disclosed by the Company as confidential and only to disclose it to those employees, representatives, and agents of the Township that have a need to know in order to enforce this Ordinance Agreement and who agree to maintain the confidentiality of all such information.

The Company shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Company to be competitively sensitive. The Company may make proprietary or confidential information available for inspection but not copying or removal by the Municipality's representative. In the event that the Municipality has in its possession and receives

a request under a state "sunshine," public records, or similar law for the disclosure of information the Company has designated as confidential, trade secret or proprietary, the Township shall notify the Company of such request and cooperate with Company in opposing such request.

SECTION 22. 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 23. NEW DEVELOPMENTS

The Municipality, for its part, 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 24. EFFECTIVE DATE

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

BE IT FURTHER ORDAINED, that if any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

BE IT FURTHER ORDAINED that in the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Raritan, the provisions hereof shall be determined to govern, and the inconsistencies of the prior ordinance are hereby repealed. All other parts, portions and provisions of the Ordinances of the Township of Raritan are hereby ratified and confirmed, except where inconsistent with the terms hereof.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon adoption and publication in accordance with the laws of the State of New Jersey.

CORRESPONDENCE

There was no correspondence.

NON-CONSENT

Township Committee Regular Meeting Minutes

Mayor Kuhl asked for a motion to approve the Regular Meeting Minutes of March 17, 2020.
Motion by Gilbert, seconded by MacDade
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None

Township Committee Executive Session Meeting Minutes

Mayor Kuhl asked for a motion to approve the Executive Session Meeting Minutes of March 17, 2020.
Motion by Gilbert, seconded by Hazard
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None

The March 30, 2020 Special Meeting Minutes were skipped and no action was taken.

RESOLUTIONS

There were no Non-Consent resolutions.

CONSENT AGENDA

All matters listed on the Consent Agenda are considered to be routine by the Township Committee and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

Mayor Kuhl asked for a motion to approve the Consent Agenda.

Deputy Mayor Gilbert requested that Resolution #20-107, approving fees for the Recreation Department be removed for further consideration.

Motion by Hazard, seconded by Gilbert to approve the Consent Agenda as amended.
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None

RESOLUTION #20-108

A RESOLUTION APPOINTING TINA HANSFORD AS FULL-TIME CONTROL PERSON/TECHNICAL ASSISTANT IN THE CONSTRUCTION DEPARTMENT

WHEREAS, the Township Committee has recognized the need for an additional Control Person/Technical Assistant position in the Construction Department to be full-time and has allocated for such in the 2020 Budget; and

WHEREAS, the current part-time Control Person/Technical Assistant, Tina Hansford, has proven to be a valued employee; and

WHEREAS, the Township Administrator recommends Tina Hansford for the position of full-time Control Person/Technical Assistant.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey that Tina Hansford is hereby appointed as full-time Control Person/Technical Assistant in the Construction Department effective March 31, 2020 at an annual salary of $35,963.20.

Mayor Kuhl read Resolution #20-107 by title.

Deputy Mayor Gilbert raised concern for the higher fee for women's basketball versus men's basketball and proposed that the fees be evened out.

Mr. Hutchins explained that the basketball fees include the cost of the facility based on location and that the proposed resolution on tonight's agenda is mainly for the purpose of approving fees for the summer intercession program which is "hopefully starting in a couple of months." He continued that the fees can be revisited periodically, as they are approved by resolution and, there will be other fees for fall programs which are not included at this time.

Deputy Mayor Gilbert voiced opinion that the cost of the facility should not impact fees and that such should be reconsidered prior to the start of the season.

Committee Member Reiner concurred with Deputy Mayor Gilbert.

Mayor Kuhl commented, "this is the recommendation from the Recreation Department of what has been done in the past and from a business standpoint we have to make this all work to fund it." Mayor Kuhl recommended approving the proposed resolution as is and revisiting the basketball fees at a future meeting based on an explanation provided by the Recreation Department as to the difference in fees.
Committee Member Hazard agreed with revisiting the fees.

Deputy Mayor Gilbert explained that in her role as liaison to the Parks and Recreation Committee over the past several years, she was unaware that women paid more for the program and did not have input in the fee schedule. Deputy Mayor Gilbert continued that she was not comfortable with doing something "because it has always been done this way," and advised that "I do not have a problem with voting tonight as long as we don't forget about" revisiting the fees.

Mayor Kuhl asked for a motion to adopt Resolution #20-107 with the understanding basketball fees will be reconsidered prior to the start of the season.
Motion by Gilbert, seconded by MacDade
ROLL CALL VOTE:
AYES: Gilbert, Hazard, MacDade, Reiner, Mayor Kuhl
NOES: None
ABSTAIN: None
ABSENT: None

RESOLUTION #20-107

A RESOLUTION APPROVING PROGRAM FEES FOR THE RECREATION DEPARTMENT

WHEREAS, the Township adopted Ordinance #19-29 creating a Recreation Department; and

WHEREAS, Section 2.113.040 entitled "Fees" provides that the Township Committee shall set forth fees as it sees fit through the adoption of a resolution; and

WHEREAS, the Township Committee, at its sole discretion, may amend and supplement such resolution at any time; and

WHEREAS, Section 2.113.04 entitled "Fees" further provides that the Director of the Recreation Department shall create and manage a program that will permit indigent persons to participate in the programs of the Recreation Department; and

WHEREAS, the Director of the Recreation Department has developed and recommends the fees for programs attached hereto as "Exhibit A" and made a part hereof, which is consistent with the requirements of Ordinance #19-29.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Raritan, County of Hunterdon, State of New Jersey that the fees for the Recreation Department programs are as set forth in Exhibit "A" attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that the fees set forth in Exhibit "A" may be amended or modified from time to time by the adoption of a subsequent resolution of the Township Committee.

PRIVILEGE OF THE FLOOR

There was no public comment.

ADJOURNMENT

Mayor Kuhl asked for a motion to adjourn.
Motion by Reiner, seconded by Hazard
MOTION UNANIMOUSLY CARRIED

Meeting adjourned at 6:38 p.m.

Respectfully submitted,

Lisa Fania

Lisa Fania, RMC
Township Clerk