

**TOWNSHIP OF KNOWLTON
COUNTY OF WARREN, STATE OF NEW JERSEY
TOWNSHIP COMMITTEE MEETING MINUTES
MARCH 14, 2022**

The meeting of the Knowlton Township Committee was held on this date at the Knowlton Municipal Building, 628 Route 94, Columbia, New Jersey and was called to order at 7:00 p.m. by Mayor Starrs. Mayor Starrs led the public in the Pledge of Allegiance.

Mayor Starrs read the following statements “This meeting of the Knowlton Township Committee is being held in compliance with the Open Public Meetings Act: P: 1975, Chapter 231, noting that notice of all regularly scheduled meetings has been published in the *New Jersey Herald* and/or Express Times as well as providing said schedule in the Municipal Clerk’s office.”

Roll Call: Cuntala—yes, Mazza—yes, Shipps—yes, Van Horn- via phone conference, Starrs—yes. Committee Van Horn joined via phone conference. Due to phone issue Committee Van Horn only listened and voted on one matter. I marked the rest of the votes as absent.

PRESENTATION:

Julia Somers, NJ Highlands Coalition--White Township JAINDL Project Update

Ms. Somers wanted to speak to the committee and residents regarding the impact that the JANIDL project will have on Knowlton residents. Residents can sign on to the website SaveWarrenCounty.org. There is a webinar on the website to provide information on what is going on with the application that is front of the White Township Planning Board. Ms. Somers and Tom Bodolsky shared a short presentation on where the warehouses would be placed if approved. One of the warehouses would be the 12th largest warehouse in the world if it is built. The consequence of all of this is the traffic. White Township cannot tun down this application due to traffic increase. Ms. Somers requested that information and the website be shared with residents.

PUBLIC COMMENT

Resident Nancy O’Neill asked if the NJDEP was on board with the JAINDL project. Ms. Summers explained that NJDEP waits for applications they are to remain neutral.

Mrs. O’Neill asked the committee if there is a way to communicate with residents to get involved with the NJ Highland Coalition. Mayor Starrs offered to place the information on social media and placing it her summaries that she emails to residents.

Resident Rene Mathez asked if the numbers that were shown for truck traffic if they were hours or per day. Ms. Somers believes that it was during peak hours which could be a 1- 2-hour period.

Resident Tara Mezzanotte stated that she has been attending meetings for the JANDIL project. For Knowlton resident truck traffic will also increase because of the Met-ed station project and the RPL project in PA.

Resident Nancy O’Neill asked if there was an update regarding the no ATV/ Dirt bikes sign at Delaware Beach. Attorney Parikh stated the ordinance does not need to be changed to include Delaware Beach. Committee agreed to order new signage for Delaware Beach.

DEPARTMENT REPORTS

Recreation Director Dennis Lembeck explained that Altice would like to utilize the parking area near the recreation garage that is a secured area to park their trucks. Committee agreed and Attorney Parikh will prepare a Hold Harmless Agreement to sign.

Mr. Lembeck stated that recreation is in need of a new lawn mower. He is looking for zero turn and has received three quotes. Mayor Starrs would like to wait on approving on the purchase of a new mower until after the budget discussion.

Mr. Lembeck requested to raise the cost for renting the pavilion from \$100 to \$125. Mayor Starrs explained that the cost was set by ordinance and would need to amend that ordinance.

Mr. Lembeck also stated that there is a home school group that uses the pavilion once a week and are requesting the bathrooms to be opened. Discussion took place on charging the group for the use of the pavilion that is in the town ordinance. Committee agreed to have Mr. Lembeck get more information from the group before any final decisions are made.

Mr. Lembeck also requested the Easter Egg Hunt receipts could be handled like it was before COVID. Mayor Starrs requested for Mr. Lembeck to speak with CFO Rolef on this matter.

Emergency Management Officer Mike Bates- provided an update regarding a grant from Winter Storm Orleana, which was finalized with FEMA and NJ OEM. The township will receive a reimbursement of slightly under \$20,000.

PROCLAMATION

Older American Month- May 2022

Mayor Starrs read the Older American Month Proclamation aloud.

ORDINANCE

INTRODUCTION:

2022-01 An Ordinance Granting Municipal Consent for the Operation of a Cable Television System Within the Township of Knowlton, New Jersey to CSC TKR, LLC.

WHEREAS, the governing body of Township of Knowlton (hereinafter referred to as the “Township”) determined that CSC TKR, LLC (hereinafter referred to as “the Company”) has the technical competence and general fitness to operate a cable television system in the Municipality (as defined in Section 1 of this Ordinance), and by prior ordinance granted its municipal consent for the Company’s predecessor in interest, Service Electric Cable T. V. of New Jersey, Inc. (“SECTV”) to obtain a non-exclusive franchise (the “Franchise”) for the placement of facilities and the establishment of a cable television system in the Municipality; and

WHEREAS, by application for renewal consent filed with the Township and the Office of Cable Television on or about October 14, 2011, SECTV, and the Company as its successor in interest, has sought a renewal of the Franchise; and

WHEREAS, on or about July 14, 2020; with the prior approval of the Board of Public Utilities of the State of New Jersey (hereinafter the “Board”) the Company completed its purchase of the assets of SECTV,

including the cable television franchise for, and the cable television system within the territorial limits governed by, the Township, and

WHEREAS, pursuant to the requirements of the Board, as ordered in its approval of the transfer of the cable television franchise from SECTV to the Company (Docket No. CM20030211, effective July 6, 2020):

Within one hundred and twenty (120) days of closing (July 14, 2020), Company will commence construction in the public right-of-way from the end of existing plant on Knowlton Road in the Municipality, to serve the homes between numbers 5 and 36 Koeck Road (inclusive) in the Municipality. This extension shall be designed with the capability to add future service, via non-standard installation, to numbers 1 and 3 Koeck Road, as well as numbers 8, 10 and 12 Koeck Road if requested, and at reasonable costs after Board staff review. Service to these homes and other individual homes on Koeck Road will be governed by the applicable standard and non-standard installation rates in effect at that time. The Company will complete all needed construction within the public right-of-way necessary to extend service to all residents/properties along the above referenced section of Koeck Road within six (6) months of closing (July 14, 2020), unless extenuating circumstances such as make-ready or pole licensing requires an extension of this deadline, after consultation with Board staff; and

WHEREAS, the extension of service to numbers 5 through 36 Koeck Road has been completed; and

WHEREAS, the Township having held public hearings has made due inquiry to review the Company's performance under the Franchise, and to identify the Township's future cable-related needs and interests and has concluded that the Company has substantially complied with its obligations under the Franchise and applicable law and has committed to certain undertakings responsive to the Township's future cable-related needs and interests;

WHEREAS, the Township has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and that, provided the Company's proposal for renewal embodies the commitments set forth below, the Township's municipal consent to the renewal of the Franchise should be given; and

WHEREAS, imposition of the same burdens and costs on other competitors franchised by the Township is a basic assumption of the parties;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township Knowlton, County of Warren, and State of New Jersey, as follows:

SECTION 1. DEFINITIONS

For the purpose of this Ordinance the terms defined above shall have the meanings there indicated, and the following additional terms shall have the following meanings:

- (a) "Act" or "Cable Television Act" shall mean that statute of the State of New Jersey relating to cable television, known as the Cable Television Act, N.J.S.A. 48:5A-1 et seq.
- (b) "Application" shall mean the Company's application for Renewal of Municipal Consent, which application is on file in the Township Clerk's office and is incorporated herein by reference and made a part hereof, except as modified, changed, limited or altered by this Ordinance.
- (c) "Board" shall mean the Board of Public Utilities of the State of New Jersey or its successor agency.

- (d) “Township” shall mean the governing body of the Township Knowlton in the County of Warren, and the State of New Jersey.
- (e) “Company” shall mean CSC TKR, LLC, the grantee of rights under this Ordinance.
- (f) “FCC” shall mean the Federal Communications Commission.
- (g) “Federal Act” shall mean that federal statute relating to cable communications commonly known as the Cable Communications Policy Act of 1984, 47 U.S.C. Section 521 et seq. and the Telecommunications Act of 1996, or as those statutes may be amended.
- (h) “Federal Regulations” shall mean those federal regulations relating to cable television services, 47 C.F.R. Section 76.1 et seq. (and, to the extent applicable, any other federal rules and regulations relating to cable television, including but not limited to, those described in 47 C.F.R. Section 76.3), or as such regulations may be amended.
- (i) “Municipality” shall mean the area contained within the present municipal boundaries of the Township of Knowlton in the County of Warren, and the State of New Jersey.
- (j) “Standard installation” shall mean the installation of drop cable to a customer’s premise where the distance from the point of entry into the building being served is less than 150 feet from the active cable television system plant.
- (k) “State” shall mean the State of New Jersey.
- (l) “State Regulations” shall mean those regulations of the State of New Jersey Board of Public Utilities relating to cable television. N.J.A.C. 14:17-1.1 et seq. and N.J.A.C. 14:18-1 et seq., or as such regulations may be amended.

SECTION 2. 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 Township having received all comments regarding the qualifications of the Company to receive this consent, the Township hereby finds the Company possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and that the Company’s operating and construction arrangements are adequate and feasible.

SECTION 3. GRANT OF AUTHORITY

The Township hereby grants to the Company its non-exclusive consent to place in, upon, along, across, above, over, and under its highways, streets, alleys, sidewalks, public ways, and public places in the Municipality poles, wires, cables, and fixtures necessary for the maintenance and operation in the Municipality of a cable television system or other communications facility, and for the provision of any communication service over such facilities. Operation and construction, pursuant to said consent, is conditioned upon prior approval of the Board of Public Utilities.

SECTION 4. DURATION OF FRANCHISE

This consent granted herein shall be non-exclusive and shall be for a term of ten (10) years from the date of issuance of a Certificate of Approval by the Board.

SECTION 5. EXPIRATION AND SUBSEQUENT RENEWAL

If the Company seeks successive consent, it shall, prior to the expiration of this consent, apply for a municipal consent and certificate of approval in accordance with N.J.S.A 48:5A-16, and applicable state and federal rules and regulations. In accordance with N.J.S.A. 48:5A-25.1, both the Township and the Company shall be bound by the terms of this municipal consent until such time as the Company converts the municipal consent (and any certificate of approval) into a system-wide franchise.

SECTION 6. FRANCHISE TERRITORY

The consent granted under this Ordinance to the Company shall apply to the entirety of the Municipality and any property hereafter annexed.

SECTION 7. SERVICE AREA

The Company shall be required to proffer video programming service along any public right-of-way to any person's residence within the "primary service area," as it exists on the effective date of any written approval order by the Board of this consent, at the Company's schedule of rates for standard and nonstandard installation.

SECTION 8. EXTENSION OF SERVICE

Pursuant to the requirements of the Board, as ordered in its approval of the transfer of the Franchise from SECTV to The Company (Docket No. CM20030211, effective July 6, 2020):

Upon request, the Company shall extend service along any public right of way outside its primary service area to those residences or small businesses within the franchise territory which are located in areas that have a residential home density of twenty-five (25) homes per mile or greater (as measured from the then existing primary service area), or areas with less than twenty-five (25) homes per mile where residents and/or small businesses agree to share the cost of such extension in accordance with the line extension formula as provided by the Company in its application for municipal consent.

SECTION 9. FRANCHISE FEE

Pursuant to the terms and conditions of the Cable Television Act, the Company shall pay to the Township, as an annual franchise fee, a sum equal to two percent (2%) of the actual gross revenues received from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception services in the Municipality. The Company may use electronic funds transfer to make any payments to the Township required under this Ordinance. In the event applicable law hereinafter permits a larger franchise fee

to be collected, but does not fix the amount thereof, the Township and the Company shall negotiate in good faith with respect to the amount thereof; provided, however, that nothing herein shall be construed to permit the Township to require payment of a franchise fee by the Company that is higher than the fee paid by all other cable television service providers offering service in the Municipality.

SECTION 10. FREE SERVICE

Subject to applicable federal regulations, the Company shall, upon written request, provide free of charge, one (1) standard installation and monthly cable television reception service to the Knowlton Municipal Building, 628 Route 94, Columbia, NJ 07832.

SECTION 11. CONSTRUCTION/SYSTEM REQUIREMENTS

The Company shall perform construction and installation of its plant and facilities in accordance with applicable State and federal law. The Company shall be subject to the following additional construction requirements with respect to the installation of its cable plant and facilities in the Municipality:

(a) In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways or other surfaces, the Company shall at its sole expense restore and replace such disturbances in as good a condition as existed prior to the commencement of said work.

(b) 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 or relocate its equipment, at its own expense.

(c) Upon request of a person holding a building or moving permit issued by the Township, the Company shall temporarily move or remove appropriate parts of its facilities so as to permit the moving or erection of buildings or for the performance of other work. The expense of any such temporary removal or relocation shall be paid in advance to the Company by the person requesting the same. In such cases, the Company shall be given not less than fourteen (14) days prior written notice in order to arrange for the changes required.

(d) During the exercise of its rights and privileges under this consent, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Township so as to prevent the branches of such trees from coming in contact with the wires, cables, conduits and fixtures of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance for the Company's facilities.

SECTION 12. TECHNICAL AND CUSTOMER SERVICE STANDARDS

The Company shall comply with the technical and customer service standards established for the cable industry under applicable federal and State laws, rules and regulations.

SECTION 13. LOCAL OFFICE OR AGENT

The Company shall establish and maintain during the entire term of this consent a local area business office or agent for the purpose of receiving, investigating and resolving complaints regarding the quality of service, equipment malfunctions and similar matters. Said office shall be open daily during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays.

SECTION 14. DESIGNATION OF COMPLAINT OFFICER

The Office of Cable Television is hereby designated as the complaint officer for the Township pursuant to the provisions of N.J.S.A. 48:5A-26. All complaints shall be reviewed and processed in accordance with N.J.A.C. 14:17-6.5.

SECTION 15. LIABILITY INSURANCE

The Company agrees to maintain and keep in force and effect at its sole cost at all times during the term of this consent, sufficient liability insurance naming the Township as an additional insured and insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts of five-hundred thousand dollars (\$500,000) for bodily injury or death to one person, and one million dollars (\$1,000,000) for bodily injury or death resulting from any one accident or occurrence stemming from or arising out of the Company's exercise of its rights hereunder.

SECTION 16. PERFORMANCE BOND

The Company shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement, a bond to the Township in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of its obligations as provided in this Franchise.

SECTION 17. RATES

- A. The rates of the Company for cable television service shall be subject to regulation to the extent permitted by federal and State law.
- B. The Company shall implement a senior citizen discount in the amount of ten percent (10%) off the monthly broadcast basic level of cable television service rate to any person sixty-two (62) years of age or older, who subscribes to cable television services provided by the Company, subject to the following:
- (i) Such discount shall only be available to eligible senior citizens who do not share the subscription with more than one person in the same household who is less than sixty-two (62) years of age; and,
 - (ii) In accordance with N.J.S.A. 48:5A-11.2, subscribers seeking eligibility for the discount must meet the income and residence requirements of the Pharmaceutical Assistance to the Aged and Disabled program pursuant to N.J.S.A. 30:4D-21; and,

- (iii) The senior discount herein relates only to the broadcast basic level of cable television service, and shall not apply to any additional service, feature, or equipment offered by the Company, including any premium channel services and pay-per-view services; and,
- (iv) Senior citizens who subscribe to a level of cable television service beyond expanded basic service, including any premium or per channel a la carte service, shall not be eligible for the discount; and,

C. The Company shall have no further obligation to provide the senior discount herein in the event that (a) the Company converts the municipal consent granted herein to a system-wide franchise in accordance with N.J.S.A. 48:5A-25.1; or (b) upon Board approval of a certification that another cable television service provider offering services to residents of the Municipality files, in accordance with N.J.S.A. 48:5A-30(d), is capable of serving sixty percent (60%) or more of the households within the Municipality. In the event the Company does cease providing a senior discount pursuant to this provision, it shall comply with all notice requirements of applicable law.

SECTION 18. EMERGENCY USES

The Company shall be required to have the capability to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Township pursuant to state and federal requirements. The Company shall in no way be held liable for any injury suffered by the Township or any other person, during an emergency, if for any reason the Township is unable to make full use of the cable television system as contemplated herein. The Township shall utilize the state-approved procedures for such emergency uses.

SECTION 19. EQUITABLE TERMS

In the event that the service of another multi-channel video program provider not subject to the Township's regulatory authority within the Municipality creates a significant competitive disadvantage to the Company, the Company shall have the right to request from the Township lawful amendments to its Franchise that relieve it of burdens which create the unfair competitive situation. Should the Company seek such amendments to its Franchise, the parties agree to negotiate in good-faith appropriate changes to the Franchise in order to relieve the Company of such competitive disadvantages. If the parties can reach an agreement on such terms, the Township agrees to support the Company's petition to the Board for modification of the consent in accordance with N.J.S.A 48:5A-47 and N.J.A.C. 14:17-6.7.

If the parties are unable to reach an agreement on appropriate amendments to the franchise, the Township acknowledges that the Company shall have the right to petition the Board directly for such amendments in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7; provided, however, the Township shall be under no obligation to support The Company's request for such relief from the Board.

In any subsequent municipal consent, Township shall require, at a minimum, the same terms and conditions of any other provider of multi-channel video programming subject to the Township's regulatory authority as those contained in the instant consent. In the event such subsequent consent does not contain the same terms and conditions as the instant consent, Township agrees to support the Company's petition to the Board for modification of the consent in accordance with NJSA 48:5A-47 and NJAC 14:17-6.7 to relieve the Company of competitive disadvantages identified in the Company's petition.

SECTION 20. REMOVAL OF FACILITIES

Upon expiration, termination or revocation of this Ordinance, the Company at its sole cost and expense and upon direction of the Board, shall remove the cables and appurtenant devices constructed or maintained in connection with the cable services authorized herein, unless The Company, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an open video system or any other federal or state certification to provide telecommunications.

SECTION 21. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

- A. The Company shall continue to make available non-commercial public, educational and governmental (PEG) access services available to the residents of the Municipality as described in the Application for municipal consent. All the Company support for PEG access shall be for the exclusive benefit of the Company's subscribers.
- B. The Township agrees that the Company shall retain the right to use the PEG access channel, or portion thereof, for non-PEG access programming, during times when the Township is not utilizing the channel for purposes of providing PEG access programming. In the event that the Company uses said PEG access channel for the presentation of such other programming, the PEG programming shall remain the priority use and the Company's rights with respect to using the channel for non-PEG programming shall be subordinate to the Township's provision of PEG access programming on such channel.
- C. The Company shall have discretion to determine the format and method of transmission of the PEG access programming provided for in this Section 21.

SECTION 22. EMPLOYEE IDENTIFICATION

A. Each employee of the Company who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her employment with the Company. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Company who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Company.

B. Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this Section 22 of this ordinance shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Company or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by the Company to residents of the Municipality.

SECTION 23. INCORPORATION OF APPLICATION

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Township by the Company except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and any other written amendments thereto submitted by the Company in connection with this consent are incorporated in this Ordinance by reference and made a part hereof, except as specifically modified, changed, limited, or altered by this Ordinance, or to the extent that they conflict with State or federal law.

SECTION 24. CONSISTENCY WITH APPLICABLE LAWS

This consent shall be construed in a manner consistent with all applicable federal, State and local laws; as such laws, rules and regulations may be amended from time to time.

SECTION 25. SEPARABILITY

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

SECTION 26. NOTICE

Notices required under this Ordinance shall in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Ordinance shall run from receipt of such written notice.

Notices to the Company shall be mailed to:

Altice USA
1 Court Square West, 49th Floor
Long island City, NY 11101
Attention: Senior Vice President for Government Affairs
With a copy to:

CSC TKR, LLC
c/o Altice USA
1 Court Square West
Long island City, NY 11101
Attention: Legal Department

Notices to the Township shall be mailed to:

Township of Knowlton
628 Route 94
Columbia, NJ 07832
Attention: Township Manager

Notwithstanding anything herein to the contrary, regulatory notices from the Franchisee to the Township which are required pursuant to federal and state law and regulations may be served electronically upon the Township, instead of by first class mail as described above, to an email address provided by the Township.

SECTION 27. EFFECTIVE DATE AND BOARD OF PUBLIC UTILITY APPROVAL

This Ordinance shall take effect upon issuance of a Certificate of Approval as issued by the Board of Public Utilities that incorporates the material terms of this Ordinance. Nothing herein shall alter the right of the Company to seek modification of this Ordinance in accordance with N.J.S.A 48:5A-47 and N.J.A.C. 14:17-6.7. In accordance with N.J.S.A. 48:5A-25.1, the terms of this Ordinance will no longer be in effect upon The Company converting the municipal consent (and any certificate of approval) into a system-wide franchise.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon the passage, and publication as required by law.

Motion made by Starrs, second by Cuntala and approved by roll call vote: Cuntala—yes, Mazza—yes, Shipp—yes, Van Horn—yes, Starrs—yes to approve the introduction of ordinance 2022-01.

RESOLUTIONS:

2022-30 Resolution Authorizing Planet Networks, INC, to Erect New Poles in the Public Right-of-Way for the Installation of Telecommunications Equipment.

WHEREAS, Planet Networks, Inc. ("Planet Networks") is a telecommunications services provider authorized by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout New Jersey; and

WHEREAS, pursuant to Resolution No. 2020-112 adopted on September 14, 2020, the Township Committee granted permission to Planet Networks to “install fiber optic cables and related facilities on existing utility poles within the public right-of-way and to install new utility poles” in accordance with N.J.S.A. 48:3-19; and

WHEREAS, Planet Networks has requested permission to install two new utility poles within the right-of-way along the west side of Route 94 adjacent to property located at 498 Route 94 in accordance with the letter and maps attached hereto; and

WHEREAS, the Mayor and Township Committee finds that it is in the best interest of the Township and its citizens to grant such consent to Planet Networks.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Knowlton, County of Warren, State of New Jersey, as follows:

1. The Township Committee does hereby grant permission and authority to Planet Networks to install two (2) new utility poles in accordance with the letter and map attached hereto within the public right-of-way along the west side of Route 94 adjacent to property located at 498 Route 94, upon the following terms and conditions:

a. Planet Networks shall adhere to all applicable federal, State, and local laws in connection with its use of the public right-of-way.

b. Planet Networks shall obtain any applicable permits in connection with the installation.

c. Planet Networks shall indemnify, defend and hold harmless the Township, its officials, agents, and employees, from and against any claim of liability, damages or loss resulting in bodily injury or property damage arising out of Planet Network's use of the public right-of-way.

d. Planet Networks shall procure and maintain, at its cost and expense, commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in anyone occurrence and \$500,000 for damage or destruction to property in anyone occurrence and shall include the municipality as an additional insured on said insurance policy.

e. Planet Networks shall be responsible for the repair of any damage to pavement or any structure arising from its installation of the utility poles. Planet Networks shall restore any area disturbed when installing the utility poles to reasonably the same condition as before installation, which may include planting grass seed and replacing landscaping.

f. Planet Networks shall apply for any construction or zoning permits required from the Township.

g. Planet Networks shall notify the Township in writing 24 hours prior to the start of installation of the utility poles.

2. This Resolution shall take effect immediately.

Motion made by Starrs second by Cuntala and approved by roll call vote: Cuntala—yes, Mazza—yes, Shipp—yes, Van Horn—absent, Starrs—yes to approve the introduction of ordinance 2022-30.

2022-31- Resolution Cancelling Sale of Surplus Land

WHEREAS, the Township of Knowlton (“Township”) is the owner of three parcels of land known as Block 40, Lots 9.13, 9.14, and 9.21 on the Tax Map of the Township of Knowlton in Warren County (“Parcels”);

WHEREAS, the Township authorized the sale of these parcels and held a public auction in or about 2006 and accepted bids from Joseph Trinca; and

WHEREAS, due to title issues, a closing did not timely occur; and

WHEREAS, the Township sent a letter to Mr. Trinca confirming that he wished to cancel his bids for the above-referenced lots and Mr. Trinca returned the letter signed and dated February 28, 2022, which is attached hereto.

NOW THEREFORE, it is hereby resolved as follows:

1. The Township Committee accepts the cancellation of the bids referenced herein and cancels any contract entered into with Joseph Trinca for the purchase of Block 40, Lots 9.13, 9.14, and 9.21 on the Tax Map of the Township of Knowlton in Warren County.

2. The Mayor, Clerk, and Chief Financial Officer of the Township, and any other proper official of the Township, be and each of them is hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary and proper for carrying out the transactions contemplated by this resolution.

Motion made by Starrs, second by Cuntala and approved by roll call vote: Cuntala—yes, Mazza—yes, Shipp—yes, Van Horn—absent, Starrs—yes resolution 2022-31.

2022-32- Resolution Supporting Knowlton as a Lower Delaware Wild & Scenic Municipality

WHEREAS, Knowlton Township is committed to protecting natural resources including the Delaware River; and

WHEREAS, on November 1st, 2000, 67 miles of the Lower Delaware River along the border of eastern Pennsylvania and western New Jersey, received Federal Wild and Scenic Designation; and

WHEREAS, Knowlton Township's entire western boundary is the Lower Delaware National Wild and Scenic (LDWS) River, with tributaries that flow through the township which include the Stonybrook, the Paulinskil River, and Delawanna Creek; and

WHEREAS, the oversight of the Wild and Scenic sections of the Delaware River is a cooperative effort between the National Park Service, the Delaware River Greenway Partnership, and the Lower Delaware Management Council with a Lower Delaware Wild and Scenic Management Plan; and

WHEREAS, benefits of designation include a probation on "large-scale projects requiring federal permits and funding" and may assist Knowlton Township with their concerns about the NJDOT's proposed rockwall on Route 80 along the river; and

WHEREAS, the Memorandum of Understanding is nonbinding and asks Knowlton Township to:

- 1) Cooperatively implementing the Lower Delaware River Management Plan, to conserve the special natural resources of the area and enhance the cultural, recreational, and economic opportunities of the watershed
- 2) Appoint one representative to participate on the Lower Delaware River Management Committee, (hereinafter referred to as the Committee).
- 3) May at their discretion contribute staff, in-kind, or financial assistance to the Committee
- 4) Take into consideration the objectives and recommendations of the Plan in land use or water use decision-making which could impact the health and conservation of the resources of the Lower Delaware River and its tributaries.
- 5) Work together through the Committee to address funding and regulatory issues related to implementation of the national wild and scenic river designation and the Plan.
- 6) Enforce all applicable land use, water use, or zoning regulations in such a manner to ensure that the Lower Delaware River and its tributaries are protected and that actions are consistent with the goals, objectives, and recommendations of the Plan.
- 7) Work with the Committee as appropriate to identify and address issues related to the management of the Lower Delaware River and its tributaries as a national wild and scenic river, as detailed in the Plan.
- 8) Use land and waters under their jurisdiction within the Lower Delaware River in a manner consistent with the goals, objectives, and recommendations within the Plan.
- 9) Agree that the Management Committee can write letters of support and take other actions to help members receive grants for projects that will further the goals and objectives of the Plan.
- 10) The States and the Delaware River Basin Commission agree to carry out a water quality monitoring program to implement the water quality goal of the Plan

NOW, THEREFORE, BE IT RESOLVED, the Knowlton Township Committee hereby authorizes the Mayor to sign a Memorandum of Understanding to participate in the cooperative implementation of the Lower Delaware River Management Plan, and to protect and enhance the values that have caused the Lower Delaware River and its tributaries to be designated by the United States Congress as a component of the National Wild and Scenic Rivers System.

Motion made by Starrs second by Cuntala and carried to approve resolution 2022-32.

2022-33 -Authorizing the Limited Use of the Public Rights-of-Way by Altice Communications

WHEREAS, CSC TKR, LLC (hereinafter “Altice”) is a provider of cable and internet services; and

WHEREAS, on or about July 14, 2020; with the prior approval of the Board of Public Utilities of the State of New Jersey (hereinafter the “Board”) Altice completed its purchase of the assets of SECTV, including the cable television franchise for, and the cable television system within the territorial limits governed by the Township of Knowlton (the “Township”), and

WHEREAS, pursuant to the requirements of the Board, as ordered in its approval of the transfer of the cable television franchise from SECTV to Altice (Docket No. CM20030211, effective July 6, 2020):

Within one hundred and twenty (120) days of closing (July 14, 2020), Company will commence construction in the public right-of-way from the end of existing plant on Knowlton Road in the Municipality, to serve the homes between numbers 5 and 36 Koeck Road (inclusive) in the Municipality. This extension shall be designed with the capability to add future service, via non-standard installation, to numbers 1 and 3 Koeck Road, as well as numbers 8, 10 and 12 Koeck Road if requested, and at reasonable costs after Board staff review. Service to these homes and other individual homes on Koeck Road will be governed by the applicable standard and non-standard installation rates in effect at that time. The Company will complete all needed construction within the public right-of-way necessary to extend service to all residents/properties along the above referenced section of Koeck Road within six (6) months of closing (July 14, 2020), unless extenuating circumstances such as make-ready or pole licensing requires an extension of this deadline, after consultation with Board staff; and

WHEREAS, the extension of service to numbers 5 through 36 Koeck Road has been completed; and

WHEREAS, by letter dated March 8, 2022 (a copy of which is attached hereto), Altice requested permission from the Township of Knowlton (the “Township”) to install cable and conduit underground within the right-of-way along the following roadways:

- Extend Stark Road line into Woodruff Way, Alpine and Victoria Crossing
- Extend Koeck Road (#s 38, 44, 46, 50, 51, 53, 55 and 58)
- Countryside Road
- Ivan Road
- Station Road
- Poppy’s Court
- Lime Kiln Road
- Polkville Road
- Extension of the Route 46 line to neighboring mobile home park; and

WHEREAS, Altice requested to also operate within the rights-of-way of Oak Lane and Worthington Road within the Township subject to the same conditions as set forth in the above-referenced letter; and

WHEREAS, it is in the best interests of the Township and its citizens to grant consent to Altice.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Committee of the Township of Knowlton, County of Warren, State of New Jersey, as follows:

1) The Township Committee does hereby grant permission and authority to Altice Communications to install cables and conduit underground within the public right-of-way along the following roadways: Stark Road, Woodruff Way, Alpine and Victoria Crossing, Koeck Road, Countryside Road, Ivan Road, Station Road,

Poppy's Court, Lime Kiln Road, Polkville Road, Oak Lane, and Worthington Road upon the following terms and conditions:

- a) Altice shall adhere to all applicable federal, State, and local laws in connection with its use of the public right-of-way.
 - b) Altice shall obtain any applicable permits in connection with the installation of its facilities, including but not limited to road opening permits.
 - c) Altice shall indemnify, defend and hold harmless the Township, its officials, agents, and employees, from and against any claim of liability, damages or loss resulting in bodily injury or property damage arising out of Altice's use of the public right-of-way, except to the extent such loss, injury or property damage resulting solely from the acts or omissions of the Township.
 - d) Altice shall procure and maintain, at its cost and expense, commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence and shall include the municipality as an additional insured on said insurance policy on a primary basis.
 - e) Altice shall install all equipment underground via underground boring and drilling.
 - f) Altice shall not disturb any pavement (i.e. roadways, driveways, or sidewalks).
 - g) In the event that Altice makes three unsuccessful to bore underground to install the cable and conduit, Altice may disturb pavement in the Township roadway or sidewalks after consulting with the Township Engineer. After such three attempts, Altice may also disturb pavement in a residential driveway after contacting and receiving permission from the applicable property owner. The Township Engineer shall not issue a road opening permit or any other permission to disturb pavement without the requisite permission of the property owner.
 - h) Altice shall be responsible for the repair of any damage to pavement, sidewalks, curbing, landscaping, or any structure arising from its construction, installation or maintenance of its facilities in a manner acceptable to the Township Engineer.
 - i) Notwithstanding any provision contained herein, neither the Township nor Altice shall be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this consent.
 - j) Altice shall pay the Township for all reasonable costs associated with the review and execution of their actions and shall also post a bond in an amount determined by the Township for the reasonable costs associated with any repairs necessitated by the actions of Altice which are not properly or timely performed by Altice and which require the Township to complete. Said bond shall be in a form acceptable to the Township Attorney and Engineer and at least 10% must be posted in cash. Said bond shall remain in place until 30 days after Altice confirms in writing to the Township that Altice has completed all activity associated with this permission in the Township.
- 2) Altice is also hereby authorized to install cables and conduit underground within the public right-of-way along all other Township roadways subject to the above conditions. However, prior to beginning work, Altice shall provide the Township at least 30 calendar days written notice of additional roadways where it will be installing cables and conduit underground.

3) This Resolution shall not be construed as authorizing Altice to operate in any other areas of the Township right-of-way.

4) The Mayor is hereby authorized to execute and the Clerk to attest to any documents necessary to effectuate the terms of this resolution, including but not limited to the Letter Agreement attached hereto.

5) This Resolution shall take effect immediately.

Motion made by Starrs, second by Cuntala and approved by roll call vote: Cuntala—yes, Mazza—yes, Shipp—abstain, Van Horn—absent, Starrs—yes resolution 2022-33.

2022-34 Payment of Vouchers

BE IT RESOLVED, by the Mayor and Committee of the Township of Knowlton, Warren County, New Jersey, that all claims attached are hereby approved as reasonable and proper claims against the Township of Knowlton.

THEREFORE, BE IT RESOLVED that approval for payment is hereby given to the Chief Financial Officer to pay said claims, subject to the availability of funds.

Motion made by Cuntala, second by Starrs and approved by roll call vote: Cuntala—yes, Mazza—yes, Shipp—yes, Van Horn—absent, Starrs—yes resolution 2022-34 tabling Blairstown Animal Hospital voucher.

Old Business

Reverse-Osmosis Filters for Residents RFP and Waiver

Mayor Starrs explained that 23 residents responded to a letter that went out from the township to residents that were in the high salt areas. Warren County has agreed to pay 50% of the cost for full reverse-osmosis systems to be put in the 23 homes.

Discussion took place on changes that the committee requested to be made to the bid documents. Two years of maintenance is included in the bid packet as well as 5 years of filters.

Committee will review the RFP and waiver and approve at a later meeting.

Mayor Starrs will forward the RFP and Waiver to Warren County.

Township-Owned Lot at 2 Mount Pleasant

Committee agreed to move forward on selling this property and have Gebhardt & Kiefer handle the sale.

Committee will need to determine the fair market value, if there are any restriction on the property and if there are any environmental issues. Discussion took place of possible contamination which the committee agreed to research and get the facts if there is contamination or not.

Return to In-Person Meetings

Motion made by Starrs, second by Mazza and carried to return to in-person meeting starting at the next meeting March 24, 2022.

Security Update

Clerk Shipp explained that the security box outside is outdated which will cost an additional \$1,200.00. Mayor Starrs agreed to reach out to the security company for an explanation on the constant increases.

New Business

3-Hour Callout Policy

Mayor Starrs explained that there is no current policy for DPW to have an emergency call out for snow storms. Motion made by Cuntala, second by Shipps and approved by roll call vote: Cuntala—yes, Mazza—yes, Shipps—yes, Van Horn—absent, Starrs—yes to not have snow plowing used as call outs. Discussion took place if the DPW employees should be paid for a recent call out for snow removal. Committee agreed not to pay since it was not authorized by a committee member. Mayor Starrs and Committeewoman Cuntala will meet with all DPW employees to discuss this matter.

Ordinance for Refinancing of Wastewater

Mayor Starrs reported to the committee that a bond ordinance would need to be adopted in order to move forward with the refinancing of the wastewater.

Contractor to park in Tunnel Field-discussed during department reports.

Fire & Rescue Snow Plowing Bill

Clerk Shipps stated that there is an outstanding bill for snow plowing of the firehouse and who should be responsible for paying it. After discussion it was decided that the liaisons for fire & rescue should discuss this matter with fire & rescue to come up with an arrangement.

Boat Launch Passes

Clerk Shipps explained that 500 badges were purchased last year for the boat launch and only 13 were sold. Deputy Clerk Apgar was able to locate a company that sells badges in bulk of 250. Committee decided not to purchase more badges and use the remainder of the badges left and change the year with a sticker.

17 Route 46-to be discussed at a later meeting.

CORRESPONDENCE

MEETING MINUTES

October 28, 2022 Public Session Meeting Minutes

Motion made by Cuntala, second by Starrs and carried to approve October 28, 2022 public session meeting minutes.

January 3, 2022 Executive Session Meeting Minutes

Motion made by Cuntala, second by Starrs and carried to approve January 3, 2022 Executive Session Meeting Minutes.

January 3, 2022 Reorganization Meeting Minutes

Motion made by Cuntala, second by Mazza and carried to approve January 3, 2022 Reorganization Meeting Minutes.

PUBLIC COMMENT

Resident Paul Doloff- stated that he believes that Mt. Pleasant is a commercial zoned property and asked if adjacent property owners would be offered the property first. Attorney Parikh stated that it would have to do with the lot size. Mayor Starrs told Mr. Doloff that she will email him with the details of the auction when the time comes.

EXECUTIVE SESSION – cancelled

ADJOURNMENT

Motion made by Cuntala, second by Shipps and carried to adjourn the meeting at 9:10 pm.