

**NORTH BRUNSWICK TOWNSHIP  
REGULAR COUNCIL MEETING**

February 17, 2015

1. Call to Order, Roll Call & Cell Phone Statement
2. Sunshine Notice
3. Pledge of Allegiance
4. Proclamation: "Congenital Heart Defect Awareness Week"
5. **Consent Agenda:**
  - a. NJ State Fireman's Association Application / Brendan Barranger / Fire Co. #1
  - b. Authorizing a Change In Scope to the PSA with the following:
    - i. JM Sorge, Inc. appointed as one of the 2015 Environmental Engineering firms to include UST Remediation Oversight for Block 4, Lots 3 & 4 2688-2730 Route 27) \_\_\_\_\_ 79-2.15
    - ii. Kleinfelder appointed as the 2015 Township Consulting Engineers to include services for Interior Sampling at Plains Gap Road \_\_\_\_\_ 80-2.15
    - iii. CME Associates appointed as the 2015 Township Consulting Engineers to include 2014 Tax Map Maintenance and Update Services \_\_\_\_\_ 81-2.15
  - c. Authorizing an advertisement for Receipt of Bids for the Edly's Lane Pump Station By-Pass Project \_\_\_\_\_ 82-2.15
  - d. Amending Contract BID12017 with Vitelli Trucking, Inc. for Snow Removal Rental Equipment and Services \_\_\_\_\_ 83-2.15
  - e. Authorizing a Contract with Air and Gas Technologies for the purchase of Fire Department Fire fighter Protective Equipment \_\_\_\_\_ 84-2.15
  - f. Authorizing an amendment to agreement with Ronald H. Gordon, Esq. of the firm Decotiis, Fitzpatrick & Cole, LLP \_\_\_\_\_ 85-2.15
  - g. Payment of Bills \_\_\_\_\_ 86-2.15
6. Approval of minutes: Regular Council Meeting / February 2, 2015
7. Public Hearing: Authorizing the Private Improvements Letter of Credit Release for Commerce Center NB I, LLC
8. Authorizing the Private Improvements Letter of Credit Release for Commerce Center NB I, LLC 87-2.15
9. **Ordinances / First Reading / Introduction:**

#15-01 – An Ordinance granting Municipal consent for the operation of a cable television system within the Township of North Brunswick, New Jersey to CSC TKR, LLC D/B/A Cablevision of Raritan Valley

#15-02 – An Ordinance of the Township Council of North Brunswick amending and fixing the salary and wages for various officials and employees of the Township of North Brunswick and providing for the manner of payment thereof
10. Reports from Mayor, Council, Administrator, CFO
11. Public Hearing
12. Adjourn

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK  
AUTHORIZING A CHANGE IN SCOPE TO  
THE PROFESSIONAL SERVICE AGREEMENT WITH  
JM SORGE, INC. APPOINTED AS ONE OF THE 2015  
ENVIRONMENTAL ENGINEERING FIRMS TO INCLUDE  
UST REMEDIATION OVERSIGHT FOR BLOCK 4, LOTS 3 & 4 (2688-2730 ROUTE 27)**

**WHEREAS**, resolution 16-1.15 approved by the Township Council authorized JM Sorge, Inc. with offices at 57 Fourth Street, Somerville, New Jersey, to provide environmental engineering consulting services for calendar year 2015, awarded under a fair and open contract process, pursuant to the provisions of N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the Township of North Brunswick has been committed to acquiring property for the purpose of Open Space; and

**WHEREAS**, in 2013 the owner of Block 4, Lots 3&4 approached the Township with an interest in selling the property; and

**WHEREAS**, the subject property consists of two contiguous lots totaling 6.31 acres improved with a two-story, 3,300SF mixed use building consisting of a first floor office unit (currently Mid-Jersey OB-GYN Associates, P.A.) and a second floor apartment unit; and

**WHEREAS**, Martin Appraisal Services Inc. and Sterling DiSanto and Associates were previously engaged to provide appraisal reports; and

**WHEREAS**, should the Township proceed with negotiating the acquisition of said property, the Township intends on applying for New Jersey Green Acres funding that can offset 50% of the acquisition cost; and

**WHEREAS**, as part of the Green Acres application process, a Preliminary Assessment (PA) must be conducted; and

**WHEREAS**, in April 2014 the Township engaged JM Sorge, Inc. to conduct the PA, to be completed in accordance with the Technical Requirements for Site Remediation (TRSR) – N.J.A.C.7:26E-3.1 and 3.2, as required by the New Jersey Department of Environmental Protection (NJDEP); and

**WHEREAS**, after the initial inspection of the property an above ground storage tank (AST) located behind a brick wall and underneath stone steps that lead to the front door of the building was determined to be classified as an Underground Storage Tank (UST) which required soil sampling adjacent to the tank area and a report on findings; and

**WHEREAS**, JM Sorge, Inc. was authorized in August 2014 for additional services required for conducting a soil sampling adjacent to the UST; and

**WHEREAS**, the soil samples collected confirmed that contamination was present and remediation was necessary by the owner for the Township to consider acquisition of the property; and

**WHEREAS**, the Township has requested JM Sorge to oversee the removal and disposal of the UST, excavation and removal of impacted soils, collection of post-excavation samples (and potentially a groundwater sample), backfill of the excavation with certified clean backfill, and retraction of the remediation area; and

**WHEREAS**, JM Sorge has provided a proposal dated January 23, 2015 for oversight of the soil remediation activities for a cost not to exceed \$2,000.00; and

**WHEREAS**, the Chief Financial Officer certifies that funds in the amount of \$2,000.00 are available in Capital Ordinance 00-27 (Open Space) account C-04-55-810-900-954.

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK  
AUTHORIZING A CHANGE IN SCOPE TO  
THE PROFESSIONAL SERVICE AGREEMENT WITH  
KLEINFELDER APPOINTED AS ONE OF THE FOUR  
2015 ENVIRONMENTAL ENGINEERS TO INCLUDE  
SERVICES FOR INTERIOR SAMPLING AT PLAINS GAP ROAD**

**WHEREAS**, resolution 16-1.15 approved by the Township Council authorized a contract with Kleinfelder with offices at 3AAA Drive, First Floor, Hamilton, New Jersey, to provide environmental engineering consulting services, awarded under a fair and open contract process, pursuant to the provisions of N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the municipality previously authorized a contract with Kleinfelder provide surface soil samples within Veteran's Park and extended the scope of testing to include properties located on Plains Gap Road which are in proximity to Veteran's Park and the North Brunswick Township High School and to conduct assessments at these various properties in order to fully delineate the extent of possible soil contamination at the Board of Education's property and Township property; and

**WHEREAS**, as amendments to the original contract, Kleinfelder also provided: air sampling within the basements of structures and sampled water within the pumps to obtain further data of the current air and water quality within the dwellings of the various properties, provided additional sampling for volatile organic compounds (VOC) within various dwellings, and provided additional sampling to meet the regulatory requirements regarding evaluation of vapor intrusion associated with the dissolved trichloroethylene (TCE) plume, needed to evaluate whether the dissolved TCE plume has effected the air quality within the residences; and

**WHEREAS**, as a result of the testing previously conducted, additional interior sampling testing is required to meet the requirements under the New Jersey Department of Environmental Protection (NJDEP)'s *Technical Requirements for Site Remediation*, N.J.A.C. 7:26E (May 2012) and NJDEP's Vapor Intrusion Technical Guidance (March 2013, Version 3.1); and

**WHEREAS**, Kleinfelder has submitted a proposal dated February 4, 2015 outlining the additional services that may become necessary. This will be conducted in the following phases:

- Task 1: Access Coordination
- Task 2: Interior Air Sampling Activities
- Task 3: Report Preparation
- Task 4: Project Management

**WHEREAS**, compensation for these services shall be invoiced monthly and paid in an amount not to exceed \$25,500.00; and

**WHEREAS**, the Chief Financial Officer has certified that funds in the amount of \$25,500.00 are available within the 2004 Capital Bond Ordinance # 04-05, account C-04-55-C04-022-301.

**NOW THEREFORE BE IT RESOLVED** on this 17<sup>th</sup> day of February, 2015 that the Township Council of the Township of North Brunswick does hereby authorize the Mayor to execute and the Township Clerk to witness an amendment to the agreement with Kleinfelder to perform additional interior sampling.

**CERTIFICATION**

I, Kala Sriranganathan, Chief Financial Officer, hereby certifies that funds in the amount of \$25,500.00 are available within the 2004 Capital Bond Ordinance # 04-05, account C-04-55-C04-022-301. Contract PRO15032

\_\_\_\_\_  
Kala Sriranganathan  
Chief Financial Officer

\_\_\_\_\_  
Robert Lombard  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved at to legal form

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK  
AUTHORIZING A CHANGE IN SCOPE TO  
THE PROFESSIONAL SERVICE AGREEMENT WITH  
CME ASSOCIATES APPOINTED AS THE 2015  
TOWNSHIP CONSULTING ENGINEERS TO INCLUDE  
2014 TAX MAP MAINTENANCE AND UPDATE SERVICES**

**WHEREAS**, resolution 4-1.15 approved by the Township Council authorized CME Associates, of 3141 Bordentown Avenue, Parlin, NJ 08959, to provide engineering consulting services for calendar year 2015, as awarded under a fair and open contract process, pursuant to the provisions of N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, CME Associates current agreement includes general engineering services to be provided to the Township as Consulting Engineers in an amount not to exceed \$80,000.00 for general matters, excluding developer and applicant billing, \$10,000.00 for water related matters, and \$10,000.00 for wastewater related matters; and

**WHEREAS**, Michael C. Hritz, the Director of Community Development, has requested additional services of CME Associates to include the updating of the current tax maps to include the necessary revisions and additions in accordance with the information provided by the Tax Assessor and Department of Community Development for the calendar year of 2014; and

**WHEREAS**, compensation for said services shall be based upon the January 20, 2015 proposal submitted by CME Associates, to be paid upon submission of monthly invoices for a cost not to exceed a proposed amount of \$4,236.00 for a revised contract amount of \$104,236.00; and

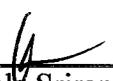
**WHEREAS**, the Chief Financial Officer certifies that the funds in the amount of \$4,236.00 are available in Engineering OE budget 5-01-21-165-000-200.

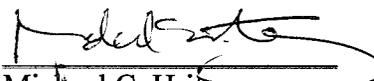
**THEREFORE BE IT RESOLVED**, on this 17th day of February, 2015 that the Township Council of the Township of North Brunswick does hereby authorize the Mayor to execute and the Township Clerk to witness an amendment to the current agreement with CME Associates to include 2014 Tax Map Maintenance and Update services.

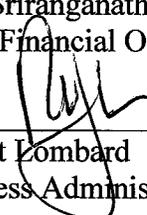
**BE IT FURTHER RESOLVED** notice of this action shall be published in the Home News & Tribune as required by law within 10 (ten) days after its passage.

**CERTIFICATION**

I, Kala Sriranganathan, Chief Financial Officer of the Township of North Brunswick, certify that funds in the amount of \$4,236.00 are available in the Reserve for Tax Map account 5-01-55-008-000-001 and funds in the amount of \$49.00 are available in the Engineering OE FY2015 account 5-01-21-165-000-137 under Contract PRO15030.

  
\_\_\_\_\_  
Kala Sriranganathan  
Chief Financial Officer

  
\_\_\_\_\_  
Michael C. Hritz  
Director of Community Development

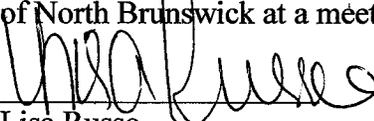
  
\_\_\_\_\_  
Robert Lombard  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved as to legal form

**RECORDED VOTE:**

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
NARRA				
NICOLA				
CORBIN				
DAVIS				
SOCIO				
ANDREWS				
MAYOR WOMACK				

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 17<sup>th</sup> day of February 2015.

  
\_\_\_\_\_  
Lisa Russo  
Township Clerk

*C. M. Hritz*  
*G. Bruggin*  
*K. Sriranganathan*  
*Home News*  
*CME Assoc.*

**A RESOLUTION AUTHORIZING THE ADVERTISEMENT  
FOR RECEIPT OF BIDS  
UNDER THE DEPARTMENT OF PUBLIC WORKS FOR THE  
EDLY'S LANE PUMP STATION BY-PASS PROJECT**

**WHEREAS**, the Department of Public Works Sewer Division provides for maintenance and repairs to the municipal wastewater distribution system; and

**WHEREAS**, the existing Edly's Lane Pump Station is approximately 30 years old and the Township has plans to replace the three existing centrifugal pumps and other equipment within the near future; and

**WHEREAS**, sewerage flows will need to be by-passed to the downstream sewer force main in order to facilitate installation of the new equipment; and

**WHEREAS**, with no by-pass currently in place, the Township engaged municipal engineering firm, CME Associates, to provide design and construction plans for the by-pass in connection with the planned pump station improvements; and

**WHEREAS**, the Business Administrator has reviewed and approved the request by the Director; and

**WHEREAS**, the goods and services price is anticipated to exceed the current bid threshold, and is therefore required to be bid under a formal process pursuant to N.J.S.A. 40A:11-3 et seq.; and

**WHEREAS**, it has been deemed necessary to public solicit bid for the Edly's Lane Pump Station By-Pass Project.

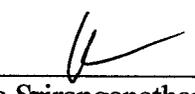
**NOW, THEREFORE, BE IT RESOLVED**, on this 17<sup>th</sup> day of February, 2015 that the Township Council of the Township of North Brunswick does hereby authorize advertisement for the receipt of bids for the following specification:

**BID OPENING DATE:                    March 19, 2015**

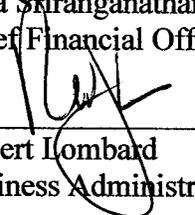
**CONTRACT BID15003:                Edly's Lane Pump Station By-pass Project**

CERTIFICATION

I, Kala Sriranganathan, Chief Financial Officer of the Township of North Brunswick, certify that funds are available for this purpose under Contract BID15003.

  
\_\_\_\_\_  
Kala Sriranganathan  
Chief Financial Officer

\_\_\_\_\_  
Eric Chaszar  
Director of Public Works

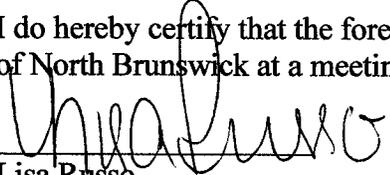
  
\_\_\_\_\_  
Robert Lombard  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved as to legal form

**RECORDED VOTE:**

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
NARRA				
NICOLA				
CORBIN				
DAVIS				
SOCIO				
ANDREWS				
MAYOR WOMACK				

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 17<sup>th</sup> day of February 2015.

  
\_\_\_\_\_  
Lisa Russo  
Township Clerk

*a: E. Chaszar      Home News*  
*J. Proglorin*  
*M. Winer*

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK AMENDING  
CONTRACT BID12017 WITH VITELLI TRUCKING, INC.  
FOR SNOW REMOVAL RENTAL EQUIPMENT AND SERVICES**

**WHEREAS**, Resolution 320-11.12 previously authorized the Township to enter into a three year contract with Vitelli Trucking, Inc. of 617 Joyce Kilmer Avenue, North Brunswick, NJ 08902, to provide snow removal services with a term December 1, 2012-November 30, 2015 and includes an option for two additional one-year terms; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5, the contract Vitelli Trucking, Inc. was awarded by council action to be paid in an amount not to exceed \$150,000.00 for a term of three years with a provision of two one-year extensions subject to council approval by resolution; and

**WHEREAS**, Eric Chaszar, the Director of the Department of Public Works, would like to amend the contract and increase the authorization from \$150,000.00 to \$225,000.00.

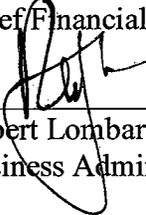
**NOW THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of North Brunswick does hereby authorize the Mayor amend, and Clerk to witness, the contract with Vitelli Trucking, Inc. increase the authorization from \$150,000.00 to \$225,000.00.

**CERTIFICATION**

I, Kala Sriranganathan, Chief Financial Officer of the Township of North Brunswick, certify that funds in the amount of \$5,000.00 are currently available in Streets and Roads OE account 5-01-26-290-000-213 for services ending June 30, 2015 and funds in the amount of \$45,000.00 are currently available in the Snow Removal Reserve account D-33-56-850-005-001 and the balance of funds shall be certified contingent upon the appropriation of funds in FY2016. Contract # BID12017

  
\_\_\_\_\_  
Kala Sriranganathan  
Chief Financial Officer

\_\_\_\_\_  
Eric Chaszar  
Director of Public Works

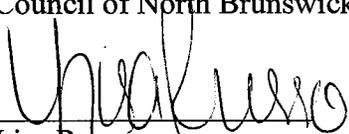
  
\_\_\_\_\_  
Robert Lombard  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved as to legal form

**RECORDED VOTE:**

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
NARRA				
NICOLA				
CORBIN				
DAVIS				
SOCIO				
ANDREWS				
MAYOR WOMACK				

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 17<sup>th</sup> day of February 2015.

  
\_\_\_\_\_  
Lisa Russo  
Township Clerk

*E. Chaszar*      *Home News*  
*R. Gordon*  
*K. Sriranganathan*

**A RESOLUTION OF THE TOWNSHIP OF NORTH BRUNSWICK  
AUTHORIZING A CONTRACT WITH AIR AND GAS TECHNOLOGIES  
FOR THE PURCHASE OF FIRE DEPARTMENT  
FIREFIGHTER PROTECTIVE EQUIPMENT (FILL STATIONS FOR AIR AND OXYGEN)**

**WHEREAS**, the Township of North Brunswick is grateful to continue to have a Volunteer Fire Department since 1924 made up of three fire houses and dedicated members who give so much of themselves; and

**WHEREAS**, annually \$198,000.00 is included as part of municipal budget and given to the fire department to offset their operating costs; and

**WHEREAS**, unfortunately the \$198,000.00, along with current donation levels, and limited grants available, there is not always sufficient funding to cover new capital expenses; and

**WHEREAS**, the Fire Department had come to the Mayor in 2013 seeking the Township's assistance in replacing the outdated air packs; and

**WHEREAS**, the sentiment of the Mayor and Council was that this was an essential item needed for the safety of our volunteer firemen; and

**WHEREAS**, the Township agreed to fund the project over two fiscal years and included funding in the FY2014 and FY2015 capital plans; and

**WHEREAS**, Township Fire Chief Steve Lins solicited a proposal from New Jersey Fire Equipment Company, an authorized distributor under state contact vendor Scott Health and Safety - A80961; and

**WHEREAS**, on May 21, 2014 New Jersey Fire Equipment Company provided a cost to outfit the entire fire department at \$897,830.31, minus the trade-in for existing gear of (\$87,425.31) for a net proposal of \$810,405.00.

**WHEREAS**, on October 6, 2014 the Township Council authorized resolution 255-10.14 for the purchase of air pack firefighter protective equipment; and

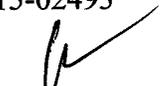
**WHEREAS**, Steve Lins was notified that the new compact units would not be certified with the current fill stations located at each fire company in accordance with Employees Occupational Safety and Health (PEOSH) Respiratory Protection Standard (29CFR1910.134); and

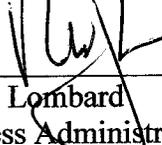
**WHEREAS**, on January 30, 2015 Air and Gas Technologies provided a proposal for three (3) containment fill stations for air and oxygen for a unit cost of \$7,550.00 and a total cost of \$22,650.00.

**NOW, THEREFORE, BE IT RESOLVED** on this 17<sup>th</sup> day of February, 2015, that the Township Council of the Township of North Brunswick does hereby authorize a contract with Air and Gas Technologies, an authorized distributor under state contact 80963 for the purchase (3) containment fill stations for air and oxygen at a net amount of \$22,650.00.

**CERTIFICATION**

I, Kala Sriranganathan, Chief Financial Officer, hereby certify that funds in the amount of \$22,650.00 are available under Capital Ordinance 14-10 Account C-04-55-C15-141-701. Purchase Order 15-02493

  
\_\_\_\_\_  
Kala Sriranganathan  
Chief Financial Officer

  
\_\_\_\_\_  
Robert Lombard  
Business Administrator

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved at to legal form

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK  
AUTHORIZING AN AMENDMENT TO AGREEMENT WITH  
RONALD H. GORDON, ESQ. OF THE FIRM  
DECOTIIS, FITZPATRICK & COLE, LLP**

**WHEREAS**, Resolution 1-1.14 approved by the Township Council authorized Ronald Gordon Esq. of the firm DeCotiis, Fitzpatrick & Cole LLP (Glenpointe Centre West, 500 Frank W. Burr Blvd., Teaneck, NJ 07666) to serve in the position as Township Attorney for calendar year 2014, and was awarded under a fair and open contract process, pursuant to the provisions of N.J.S.A. 19:44A-20.1 et seq.; and

**WHEREAS**, the firm DeCotiis, Fitzpatrick & Cole LLP has agreed to be compensated for these services at a blended hourly rate of \$150.00 for partners and associates, a blended hourly rate of \$75.00 for law clerks and paralegals, a blended hourly rate of \$175.00 for special projects and reimbursable expenses in an amount not to exceed \$250,000.00 for general matters exclusive of special project services, was amended and increased to \$290,000.00 pursuant to resolution 265-10.14, and was amended and increased to \$330,000.00 pursuant to resolution 301-11.14 ; and

**WHEREAS**, due to the unanticipated continuation of legal matters it has become necessary to increase the authorized amount from \$330,000.00 to \$332,000.00, a net increase of \$2,000.00; and

**WHEREAS**, the Chief Financial Officer has certified that additional funds in the amount of \$2,000.00 are available in FY2015 Water Legal OE budget account 5-05-55-502-000-200 for legal service billing related to an ongoing water utility litigation matter, excluding special and other services which shall be charged to the related accounts as certified by the Chief Financial Officer; and

**NOW, THEREFORE, BE IT RESOLVED** on this 17<sup>th</sup> day of February, 2015 that the Township Council of the Township of North Brunswick does hereby authorize the Mayor to execute and the Township Clerk to witness an amendment to the agreement with Ronald Gordon Esq. of the firm DeCotiis, Fitzpatrick & Cole LLP to increase the authorized amount from \$330,000.00 to \$332,000.00.

**BE IT FURTHER RESOLVED** notice of this action shall be published in the Home News & Tribune as required by law within 10 (ten) days after its passage.

**CERTIFICATION**

I, Kala Sriranganathan, Chief Financial Officer, certify that \$2,000.00 is available for this purpose in FY2015 Water Legal OE budget account 5-05-55-502-000-200 for legal service billing related to an ongoing water utility litigation matter, excluding special and other services which shall be charged to the related accounts as certified by the Chief Financial Officer. Contract PRO14003

\_\_\_\_\_  
Kala Sriranganathan  
Chief Financial Officer

\_\_\_\_\_  
Ronald Gordon, Esq.  
Township Attorney  
Approved at to legal form

\_\_\_\_\_  
Robert Lombard  
Business Administrator

**RECORDED VOTE:**

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
NARRA				
NICOLA				
CORBIN				
DAVIS				
SOCIO				
ANDREWS				
MAYOR WOMACK				

I do hereby certify that the foregoing is a true copy of a Resolution passed by the Township Council of North Brunswick at a meeting duly held on the 17<sup>th</sup> day of February 2015.

\_\_\_\_\_  
Lisa Russo  
Township Clerk

C: R. Gordon, Esq.  
G. Pugliese  
K. Sriranganathan

Home News

86-2.15

## CHECK REGISTER PROCESS FOR FEBRUARY 17, 2015

FUND	DETAIL	CHECK NUMBERS	AMOUNT	
1	CURRENT FUND	BILL LIST	47595 - 47607	\$1,030,725.35
1	CURRENT FUND	BILL LIST	47403 - 47420	\$1,813,703.03
1	CURRENT FUND	VOID	47420	-\$600.00
17	PAYROLL	BILL LIST	104449 - 104457	\$813,718.76
17	PAYROLL	BILL LIST	104430 - 104448	\$265,509.20
TOTAL				\$3,923,056.34

86-2.15

## CHECK REGISTER APPROVED BY TOWNSHIP COUNCIL FEBRUARY 2, 2015

FUND	DETAIL	CHECK NUMBERS	AMOUNT
1	CURRENT FUND	BILL LIST	\$704,497.57
20	INSPECTION	BILL LIST	
21	TECH REVIEW	BILL LIST	\$937.50
22	PERF. BOND	BILL LIST	
36	RCA FUTURE	BILL LIST	
TOTAL			\$705,435.07

87-2.15

**RESOLUTION AUTHORIZING THE PRIVATE IMPROVEMENTS LETTER OF CREDIT RELEASE FOR COMMERCE CENTER NB I, LLC**

**WHEREAS**, security was posted by Commerce Center NB I, LC, for the project known as BJ's Wholesale Center, located in Block 4.46, Lot 1.04; and,

**WHEREAS**, the following security was posted:

- \$14,134.59 in letter of credit for public improvements
- \$1,570.51 in cash performance bond for public improvements
- \$1,103,659.15 in letter of credit for private improvements
- \$122,628.79 in cash performance bond for private improvements; and,

**WHEREAS**, the public improvements letter of credit was released and the private improvements letter of credit was reduced by Township Council July 1, 2013 to the following amounts:

- \$331,097.74 in letter of credit for private improvements
- \$36,788.64 in cash performance bond for private improvements; and,

**WHEREAS**, CME Associates has performed a bond release analysis and submitted a written report dated January 16, 2015 recommending to release the private improvements security; and,

**WHEREAS**, the Township Council held a public hearing relative to the requested letter of credit release on February 17, 2015; and,

**WHEREAS**, the Chief Financial Officer certifies that funds for the release of the cash bond are available in account #22-24471, PO# 15-02357; and,

**WHEREAS**, the Township Attorney is satisfied that said certification is in proper form; and,

**NOW THEREFORE BE IT RESOLVED**, on this 17<sup>th</sup> day of February, 2015, that the Township of North Brunswick does hereby authorize releasing the private improvements letter of credit in the following amounts:

- \$331,097.74 in letter of credit for private improvements
- \$36,788.64 in cash performance bond for private improvements

**CERTIFICATION**

I, Kala Sriranganathan, Chief Financial Officer of the Township of North Brunswick, certify that funds for the release of the cash private improvements performance bond in the amount of \$36,788.64, plus accrued interest, are available in account #22-24471, PO# 15-02357.

  
 \_\_\_\_\_  
 Kala Sriranganathan  
 Chief Financial Officer

\_\_\_\_\_  
 Robert Lombard  
 Business Administrator

**Approved as to Legal Form**

  
 \_\_\_\_\_  
 Michael C. Hritz  
 Director of Community Development

\_\_\_\_\_  
 Ronald Gordon  
 Township Attorney

**RECORDED VOTE:**

**TOWNSHIP OF NORTH BRUNSWICK**

**ORDINANCE NO. 15-01**

**AN ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF NORTH BRUNSWICK, NEW JERSEY TO CSC TKR, LLC D/B/A CABLEVISION OF RARITAN VALLEY.**

**WHEREAS**, the governing body of the Township of North Brunswick (hereinafter referred to as the “Township”) determined that CSC TKR, LLC d/b/a Cablevision of Raritan Valley (hereinafter referred to as “the Company” or “Cablevision”) had the technical competence and general fitness to operate a cable television system in the Township, and by prior ordinance granted its municipal consent for Cablevision to obtain a non-exclusive franchise (the “Franchise”) for the placement of facilities and the establishment of a cable television system in the Township; and

**WHEREAS**, by application for renewal consent filed with the Township and the Office of Cable Television on or about October, 2014, Cablevision has sought a renewal of the Franchise; and

**WHEREAS**, the Township having held public hearings has made due inquiry to review Cablevision’s performance under the Franchise, and to identify the Township’s future cable-related needs and interests and has concluded that Cablevision 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 governing body of the Township has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and that, provided Cablevision’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 of North Brunswick, County of Middlesex, 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 Cablevision'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 of North Brunswick in the County of Middlesex, and the State of New Jersey.
- (e) "Company" shall mean CSC TKR d/b/a Cablevision of Raritan Valley ("Cablevision") 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) "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.
- (j) "State" shall mean the State of New Jersey.
- (k) "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 Cablevision 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 Cablevision to receive this consent, the Township hereby finds Cablevision possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and that Cablevision's operating and construction arrangements are adequate and feasible.

## **SECTION 3. GRANT OF AUTHORITY**

The Township hereby grants to Cablevision 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 Township 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 fifteen (15) years from the date of issuance of a Certificate of Approval by the Board.

## **SECTION 5. EXPIRATION AND SUBSEQUENT RENEWAL**

If Cablevision 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 Cablevision shall be bound by the terms of this municipal consent until such time as Cablevision 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 Cablevision shall apply to the entirety of the Township and any property hereafter annexed.

## **SECTION 7. SERVICE AREA**

Cablevision shall be required to proffer video programming service along any public right-of-way to any person's residence within the portion of the Franchise territory, as described in the Application for municipal consent, at Cablevision's schedule of rates for standard and nonstandard installation.

## **SECTION 8. EXTENSION OF SERVICE**

Cablevision shall extend service along any public right of way outside its service area to those residences within the franchise territory which are located in areas that have a residential density of twenty-five (25) homes per mile or greater, or areas with less than twenty-five (25) homes per mile where residents agree to share the costs 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, Cablevision 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 Township. In the event applicable law hereinafter permits a larger franchise fee to be collected, but does not fix the amount thereof, the Township and Cablevision 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 Cablevision that is higher than the fee paid by all other cable television service providers offering service in the Municipality.

## **SECTION 10. FREE SERVICE**

Cablevision shall, upon written request, provide free of charge, one (1) standard installation and monthly cable television reception service to all State or locally accredited public schools and all municipal public libraries, as well as municipal buildings located within the Township.

Upon written request from the Township, the Company shall provide to state and locally accredited elementary and secondary schools and municipal public libraries in the Township, without charge, the following: (1) one standard installation per school or library; (2) one cable modem per installation; and, (3) basic cable modem service for the term of this Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the Company, as those policies may exist from time to time.

Upon written request from the Township, the Company shall provide to one (1) municipally owned facility, without charge, the following: (1) one standard installation; (2) one cable modem per installation; and (3) basic cable modem service for the term of this Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the Company as those policies may exist from time to time.

#### **SECTION 11. CONSTRUCTION/SYSTEM REQUIREMENTS**

Cablevision 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 Township:

(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 municipality 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**

Cablevision 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**

Cablevision 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**

Cablevision 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**

Cablevision shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement, a bond to the municipality 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. Cablevision 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 citizen 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 Township files, in accordance with N.J.S.A. 48:5A-30(d), that it is capable of serving sixty percent (60%) or more of the households within the Township. 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**

Cablevision 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 municipality 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 Township creates a significant competitive disadvantage to Cablevision, 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 Cablevision'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, Cablevision 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 Cablevision, 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. Cablevision shall continue to make available non-commercial public, educational and governmental (PEG) access services to the residents of the Township as described in the Application for municipal consent. All Cablevision support for PEG access shall be for the exclusive benefit of Cablevision's subscribers.

B. The Township agrees that Cablevision 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. Cablevision shall continue to provide and maintain one (1) fiber access return feed at each of the following two (2) locations: Township Hall (710 Hermann Road); and North Brunswick Township High School (1436 US Highway 130). The Township shall use said return feeds exclusively for non-commercial public, education and government access programming in the cable system.

D. If, during the term of this Agreement, the PEG access channel provided to the Township by Cablevision carries original, non-text, non-duplicative programming for at least fifty percent (50%) of the time between 10:00 a.m. and 10:00 p.m. for twelve (12) consecutive weeks, the Township shall have the right to request an additional PEG access channel. Upon receipt of such request, Cablevision shall make such additional PEG access channel available within one hundred and twenty (120) days. In the event the additional PEG access channel provided to the Township fails to carry original, non-text, non-duplicative programming for at least twenty five percent (25%) of the time between 10:00 a.m. and 10:00 p.m. (i) within one (1) year of being provided to the Township, or (ii) at any time thereafter for twelve (12) consecutive weeks, such additional PEG access channel shall revert to the Cablevision for its sole and exclusive use after Cablevision provides the Township ninety (90) days advance notice of such reversion.

E. Cablevision shall have discretion to determine the format and method of transmission of the PEG access programming provided for in this Section 21.

F. In consideration of the rights granted in this Ordinance, Cablevision shall provide the Township with a one-time PEG grant of up to one hundred and ten thousand dollars (\$110,000) payable as follows: (1) an initial grant payment of forty five thousand six hundred dollars (\$45,600) within sixty (60) days of the issuance of the Certificate of Approval by the Board of Public Utilities (the "Initial Grant"); and (2) grants of four thousand six hundred dollars (\$4,600) each provided in annual installments upon written request by the Township (the "Annual Grant"). The Annual Grant shall be payable to the Township within ninety (90) days from receipt of the Township's annual written request. Cablevision shall not be obligated to make any additional payments beyond year fifteen of the franchise term.

G. The Township agrees that the Initial Grant and the Annual Grant provided pursuant to Paragraph E shall be used for the exclusive support of PEG access programming, such as the purchase and/or rental of PEG access equipment and facilities. On request, the Township shall provide Cablevision with a certification of compliance with this Section 21(G).

H. The Company shall have no further obligation to provide any PEG grant payments due and payable after the date upon which the Company converts the municipal consent granted herein to a system-wide franchise in accordance with N.J.S.A. 48:5A-25.1.

## **SECTION 22. 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 Cablevision as terms and conditions of this consent. The Application and any other written amendments thereto submitted by Cablevision 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 23. 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 24. 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 25. 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:

Cablevision Systems Corporation  
111 Stewart Avenue  
Bethpage, NY 11714  
Attention: Vice President for Government/Public Affairs, New Jersey

With a copy to:

Cablevision of Raritan  
1111 Stewart Avenue

**AN ORDINANCE OF THE TOWNSHIP COUNCIL OF NORTH BRUNSWICK  
AMENDING AND FIXING THE SALARY AND WAGES FOR VARIOUS OFFICIALS  
AND EMPLOYEES OF THE TOWNSHIP OF NORTH BRUNSWICK AND  
PROVIDING FOR THE MANNER OF PAYMENT THEREOF**

Be it ordained by the Township Council of the Township of North Brunswick, Middlesex County, State of New Jersey:

Section 1. The Salary Guide shall be amended by adding the following new titles:

<u>Title Description</u>	<u>Minimum</u>	<u>Maximum</u>
Recreation Supervisor, Swimming	\$29,500	\$51,000
Court Attendant – part-time	\$25/hour	\$30/hour
Supervising Account Clerk	\$32,000	\$66,000

This Ordinance shall be known and may be cited as the “Ordinance fixing the salary and wages for various officials and employees of the Township of North Brunswick”.

Approved  Yes  No

Rejected  Yes  No

\_\_\_\_\_  
Francis “Mac” Womack III, Mayor  
Township of North Brunswick

Reconsidered by Council \_\_\_\_\_

Override Vote  Yes  No

\_\_\_\_\_  
Council President

\_\_\_\_\_  
Clerk, Township of North Brunswick

**ROLL CALL**

First Reading \_\_\_\_\_