

**TOWN OF PHILLIPSBURG**  
**COUNCIL MEETING AGENDA**  
**FEBRUARY 21, 2023 — 7:00 P.M.**

1. **CALL TO ORDER**
2. **OPEN PUBLIC MEETING ACT STATEMENT**
3. **PLEDGE OF ALLEGIANCE**
4. **INVOCATION**
5. **ROLL CALL**
6. **APPROVAL OF MINUTES**

February 7<sup>th</sup>, 2023

7. **BILLS LIST**
8. **ANNOUNCEMENTS/PRESENTATIONS**
9. **MAYOR'S REPORT/ADMINISTRATIVE OFFICERS**
10. **PUBLIC DISCUSSION ON AGENDA ITEMS**
11. **ORDINANCES FOR 1<sup>ST</sup> READING**

**\*\*Reintroduced pursuant to mandated Board of Public Utilities amendments\*\***

**ORDINANCE 2023-03**

AN ORDINANCE AMENDING MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, NEW JERSEY

**\*\* 2<sup>ND</sup> Reading and public hearing to be held March 7<sup>TH</sup>, 2023 at 7:00 p.m.\*\***

12. **ORDINANCES FOR 2<sup>ND</sup> READING**

**ORDINANCE 2023-02**

AN ORDINANCE BY THE TOWN COUNCIL AMENDING THE TOWN OF PHILLIPSBURG SALARY ORDINANCE

13. **RESOLUTIONS \*\* CONSENT AGENDA \*\***

*Matters listed on the Consent Agenda Resolutions are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item to be removed for consideration.*

**R2023-39**

RESOLUTION APPROVING TOWN OF PHILLIPSBURG DCD SECTION 8 HOUSING CHOICE VOUCHER (HCV) PROGRAM ADMINISTRATIVE PLAN

**R2023-40**

RESOLUTION AUTHORIZING YEAR THREE NEIGHBORHOOD PRESERVATION PROGRAM IMPLEMENTATION PLAN

**R2023-41**

RESOLUTION CERTIFYING FUNDS FOR CLOSING COSTS ASSOCIATED WITH PURCHASE OF FREEMAN SCHOOL

**14. NEW BUSINESS**

DISCUSSION-RENT CONTROL

**15. OLD BUSINESS**

CORLISS AVENUE UPDATE  
R2023-28

**16. MOTIONS**

SPECIAL EVENT PERMIT – HOPE DAY  
FIREFIGHTER APPLICATION

**17. COUNCIL OPEN TIME**

**18. EXECUTIVE SESSION (IF REQUIRED)**

**19. ADJOURNMENT**

**O2023-03**

**AN ORDINANCE GRANTING MUNICIPAL CONSENT TO COMCAST TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE TOWN OF PHILLIPSBURG, COUNTY OF WARREN, NEW JERSEY.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF PHILLIPSBURG, AS FOLLOWS:**

**SECTION 1. PURPOSE OF THE ORDINANCE**

The Town hereby grants to Comcast of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Town of a cable television and communications system. This consent is subject to the terms and conditions of this Ordinance and upon the condition that the Company accepts the provisions of this Ordinance and confirms that it shall comply with the commitments contained herein.

**SECTION 2. DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Town" or "Municipality" is Phillipsburg Town, County of Warren, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of Northwest New Jersey, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.
- g. "Cable Service" means the one-way transmission to subscribers of (i) video programming or (ii) other programming service, and subscriber interaction, if required for the selection or use of such video programming or other programming service.
- h. "Application" is the Company's Application for of Municipal Consent.

- i. “Primary Service Area” or “PSA” consists of the area of the Municipality where the Company shall provide service at standard and non-standard installation rates, as set forth in the map annexed to the Company’s Application for Municipal Consent and as agreed to by the parties.

### **SECTION 3. STATEMENT OF FINDINGS**

A public hearing concerning the consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the municipality having received all comments regarding the qualifications of the Company to receive this consent, and the representations of the Company that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company’s operating and construction arrangements are adequate and feasible.

### **SECTION 4. DURATION OF FRANCHISE**

The non-exclusive Municipal Consent granted herein shall expire 10 years from the Effective Date.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

### **SECTION 5. FRANCHISE FEE**

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

### **SECTION 6. FRANCHISE TERRITORY**

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

### **SECTION 7. EXTENSION OF SERVICE**

The Company shall be required to proffer service to any residence along any public right-of-way in the Primary Service Area, as set forth in the Company’s Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company’s Line Extension Policy, as set forth in the Company’s Application, with a HPM (“homes-per-mile”) of 35 dwellings per linear mile from the nearest active trunk or feeder line.

## **SECTION 8. CONSTRUCTION REQUIREMENTS**

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the City shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the City, shall remove, re-lay or relocate its equipment, at the expense of the Company.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

## **SECTION 9. CUSTOMER SERVICE**

In providing Cable Service to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. Nothing herein shall impair the right of any subscriber or the Town to express any comment with respect to telephone accessibility to the Complaint Officer or impair the right of the Complaint Officer to take any action that is permitted under applicable law.

## **SECTION 10. MUNICIPAL COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the Complaint Officer for the Town pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Town shall have the right to request copies of records and reports pertaining to complaints by Town customers from the OCTV.

## **SECTION 11. LOCAL OFFICE**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and

resolving local complaints regarding the quality of service, equipment malfunctions, and similar matters.

## **SECTION 12. PERFORMANCE BONDS**

During the life of the franchise the Company shall give to the municipality a performance bond in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

## **SECTION 13. SUBSCRIBER RATES**

The rates of the Company shall be subject to regulation as permitted by federal and state law.

## **SECTION 14. COMMITMENTS BY THE COMPANY**

- a. Subject to applicable law, the Company will provide courtesy cable television service on one (1) outlet, to the municipal building, fire department facility, first aid squad, library, community or senior center and public works facility, provided each facility is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Town. Monthly service charges shall be waived on all additional outlets except for equipment.
- b. Subject to applicable law, the Company will provide courtesy cable television service on one (1) outlet, to each public and private school in the municipality, provided each facility is within 200 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets except for equipment.
- c. The Communications Act of 1934, as amended (47 U.S.C. §543(b)(4)), allows the Company to itemize and/or identify the amount on the monthly bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and governmental channels, or the use of such channels or any other services required under the franchise. The Company reserves its external cost, pass-through rights to the extent permitted by law.

## **SECTION 15. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

- a. The Company shall make available a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.
- b. The Company shall provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial leased access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- c. The Company shall not exercise editorial control over any educational or governmental use PEG Access channels, except Company may refuse to transmit any educational or

governmental access program or portion of an educational or governmental access program that contains obscenity, indecency, or nudity.

- d. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.

#### **SECTION 16. EMERGENCY USES**

- a. The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the Municipality is unable to make full use of the cable television system as contemplated herein.

#### **SECTION 17. LIABILITY INSURANCE**

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

#### **SECTION 18. INCORPORATION OF THE APPLICATION**

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

#### **SECTION 19. COMPETITIVE EQUITY**

Should the Municipality grant a franchise or other authorization to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

#### **SECTION 20. SEPARABILITY**

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

**SECTION 21. THIRD PARTY BENEFICIARIES**

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

**SECTION 22. NEW DEVELOPMENTS**

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

**SECTION 23. CONSTRUCTION TIMETABLE**

The Company shall be required to complete any proposed construction within the service area described in the application. The timetable as presented in the application incorporated herein has been determined to be reasonable by the municipality.

**SECTION 24. EFFECTIVE DATE**

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



**O2023-02**

**AN ORDINANCE BY THE TOWN COUNCIL AMENDING THE TOWN OF PHILLIPSBURG SALARY ORDINANCE**

**WHEREAS**, the Town Council of the Town of Phillipsburg, Warren County, New Jersey, in the interest of operational efficiency and proper organizational structure may from time to time examine the existing classifications of employees and make changes in accordance with the Code of the Town of Phillipsburg and N.J.A.C. 4A; and

**WHEREAS**, the Town Council wishes to codify Civil Service Title #05895 (“Municipal Department Head”);

**NOW, THEREFORE, BE IT RESOLVED**, that the salary ordinance of the Town of Phillipsburg be amended to include Civil Service Title #05895 with a range as follows:

**\$50,000.00 PER ANNUM - \$120,000.00 PER ANNUM**

**R2023-39**

**RESOLUTION ADOPTING ADMINISTRATIVE PLAN FOR THE PHILLIPSBURG DCD  
HOUSING AUTHORITY**

**WHEREAS**, the Town of Phillipsburg, in conjunction with its obligations as a housing authority has compiled a Section 8 housing administrative plan ("Plan"); and

**WHEREAS**, the Housing Choice Voucher (HCV) Program Administrative Plan is the governing policy for the HCV program outlining the Town of Phillipsburg DCD's policies for housing applicants and program participants; and

**WHEREAS**, the HCV Administrative Plan has been updated to reflect current federal regulations and HUD mandates; and

**WHEREAS**, the entirety of the HCV Administrative Plan is hereby made a part hereof and attached hereto; and

**WHEREAS**, the aforesaid Plan must be approved and adopted by the Council;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Phillipsburg, County of Warren, State of New Jersey that the Section 8 housing administrative plan is hereby approved and adopted.

**R2023-40**

**RESOLUTION AUTHORIZING YEAR THREE NEIGHBORHOOD PRESERVATION PROGRAM IMPLEMENTATION PLAN**

**WHEREAS**, the The Town of Phillipsburg desires to apply for, obtain and accept a grant from the New Jersey Department of Community Affairs for approximately \$125,000 to carry out a project to administer and implement a DCA-approved Year 3 Neighborhood Preservation Program Implementation Plan;

**NOW THEREFORE BE IT RESOLVED,**

- 1) That the The Town of Phillipsburg does hereby authorize the application for such a grant; and
- 2) Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Town of Phillipsburg and the New Jersey Department of Community Affairs; and
- 3) Authorizes the acceptance of the Year 3 Implementation Plan per the grant rules and regulations.

**BE IT FURTHER RESOLVED**, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

**R2023-41**  
**RESOLUTION CERTIFYING FUNDS FOR CLOSING COSTS ASSOCIATED WITH  
PURCHASE OF FREEMAN SCHOOL**

**WHEREAS**, pursuant to **Ordinance No. 2022-29** the Town of Phillipsburg entered into an agreement with the Phillipsburg School District to purchase Block 1401 Lot 18 having an address of 120 Filmore Street, Phillipsburg, NJ 08865 a/k/a “Freeman School”; and

**WHEREAS**, in addition to the agreed upon purchase price of **\$75,000.00**, settlement fees associated with the sale totaling **\$1,283.50** were incurred; and

**WHEREAS**, closing documents outlining the aforesaid fees are made a part hereof and attached hereto; and

**WHEREAS**, these additional fees were not accounted for in the original certification of funds;

**NOW THEREFORE BE IT RESOLVED**, the Chief Financial Officer hereby certifies the additional **\$1,283.50** in settlement fees associated with the purchase of Block 1401 Lot 18 having an address of 120 Filmore Street, Phillipsburg, NJ 08865 a/k/a “Freeman School”;

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be forwarded to the Chief Financial Officer.