

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

The Township Committee Meeting of the Township of Cranbury was held at 7:00 p.m. in the Meeting Room of Town Hall. Answering present to roll call were Township Committee members: Michael Ferrante, Lisa Knierim, and Mayor Eman El-Badawi. Dr. Barbara Rogers and Matthew Scott were both absent. Also present were Denise Marabello, Township Administrator/CFO, and Debra Rubin, Municipal Clerk. Mayor Eman El-Badawi led in the salute to the flag, and Ms. Rubin read the following Open Public Meetings Act statement:

In accordance with Section 5 of the Open Public Meetings Act, it is hereby announced and shall be entered into the minutes of this meeting that adequate notice of this meeting has been provided:

Posted on the Bulletin Board of the Municipal Office at 23-A North Main Street, Cranbury, New Jersey and remains posted at that location.

Communicated to the Cranbury Press, Home News Tribune, and Trenton Times on January 5, 2024.

Filed on January 5, 2024 at the Cranbury Municipal Office, 23-A North Main Street, Cranbury, New Jersey, posted on the Township's web site and remains on file for public inspection.

Sent to those individuals who have requested personal notice.

**Proclamation** – Recognizing January as Muslim American Heritage Month: Mayor Eman El-Badawi read the following proclamation in its entirety:

***Muslim American Heritage Month***

**WHEREAS;** on April 29, 2023, Governor Phil Murphy signed a joint resolution by the Senate and General Assembly of the state of New Jersey designating the month of January of each year as ***Muslim American Heritage Month***; and

**WHEREAS;** Cranbury is proud to be the home to a vibrant **Muslim American** community that plays an essential role in forming and enriching the unique character of our community; and

**WHEREAS;** Islam is the second largest religion in the world, with 1.9 billion devotees worldwide and about 3.5 million in the United States. There are nearly three hundred thousand **Muslim Americans** in New Jersey, representing one of the largest **Muslim American** communities in the United States; and

**WHEREAS;** **Muslim Americans** have inhabited the land of the United States since before the country's founding; Morocco was the first country to recognize the United States of America with the Treaty of Friendship in 1786, which remains America's longest-standing unbroken treaty; and

**WHEREAS;** **Muslim Americans** are strong contributors to economic sectors and have particularly excelled in the areas of medicine, law, business, education, politics, government, military service, technology, science and culture and arts; and

**WHEREAS;** on this occasion, we recommit ourselves to standing against hate and injustice in all forms, and fostering peace, understanding and unity through awareness, education, community, and meaningful action; and

**WHEREAS;** today, Cranbury residents of all faiths and backgrounds celebrate our Muslim friends and neighbors and the cultural and religious heritage of the Muslim community; and

NOW THEREFORE BE IT RESOLVED THAT I, Eman El-Badawi, Mayor of Cranbury Township do hereby recognize the month of January as ***Muslim American Heritage Month***.

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

**Agenda Additions/Changes:** None

**Approval of Minutes:** Mayor El-Badawi asked if any members of the Township Committee would like to address changes or amendments to the following minutes. Hearing none, Mayor El-Badawi asked for a motion to adopt the following minutes:

**-- Township Committee Reorganizational Meeting Minutes January 2, 2024**

On a motion by Mr. Ferrante, seconded by Mrs. Knierim, along with the following roll call vote of the members of the Township Committee;

Ayes: (El-Badawi  
(Knierim  
(Ferrante

Absent: (Rogers  
(Scott

Abstain: (None

Nays: (None

the Township Committee Reorganizational Meeting Minutes of January 2, 2024 were unanimously adopted by members present.

**Reports and Communications:**

**Members of Committee**

- Mr. Ferrante – Reported on his attendance at the Recreation Commission, Library Board of Trustees, and Planning Board. He reported on the Boy Scout Court of Honor recognizing the 80<sup>th</sup> anniversary of the troop being created.
- Mrs. Knierim – Reported that EDAC is finalizing their presentation to the Township Committee. EDAC will be “on hold” and no action taken through 2024. Mrs. Knierim reported on her attendance at the January CHPS meeting. She added she has transferred her 2023 Board of Health action items to the 2024 liaison.

**Mayor**

Mayor El-Badawi - Will attend the upcoming Parks Commission in absence of TC liaison. She also reported the township budget meeting is scheduled for Saturday, January 27<sup>th</sup>. The mayor added two notices to be included in the Mayor’s Update which are Career Day and the school musical.

**Department Heads:** None

**Follow-up Items:** Mr. Ferrante reported on the follow up item of Cedar Brook sidewalks. The township received some data, got that information to the property owner and we have closed up that item.

**Boards and Commissions – Mayoral Appointments/Vacancies**

**Mayoral Appointments:** Mayor El-Badawi amended the appointment of Dominique Jones to the Planning Board as Class II with a one-year term expiring 12/31/24.

**Vacancies:**

- Recreation – 1<sup>st</sup> Alternate (Expire 12/31/28) and 2<sup>nd</sup> Alternate (Expire 12/31/24)
- Environmental – 2<sup>nd</sup> Alternate (Expire 12/31/25)
- HPC – 2<sup>nd</sup> Alternate Class C (Expire 12/31/25)
- Municipal Alliance – 1 Full Member (Expire 12/31/26)
- Parks – 1 Full Member (Expire 12/31/24) and 2<sup>nd</sup> Alternate (Expire 12/31/24)

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

**Ordinances:**

**First Reading – None**

**Second Reading -**

Ms. Rubin read the following ordinance by title only:

Mr. Ferrante made a motion to introduce the following ordinance. Ms. Knierim seconded the motion. On a roll call vote, the ordinance was approved for introduction unanimously by those present.

Ayes: (Knierim  
(Ferrante  
(El-Badawi

Nays: (None

Abstain: (None

Absent: (Rogers  
(Scott

**CRANBURY TOWNSHIP ORDINANCE NO. 01-24-01**

CALENDAR YEAR 2024

ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH  
A CAP BANK  
(N.J.S.A. 40A: 4-45.14)

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the governing body of the Township of Cranbury in the County of Middlesex finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the governing body hereby determines that a 1.0% increase in the budget for said year, amounting to \$89,830.24 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS** the governing body hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the governing body of the Township of Cranbury, in the County of Middlesex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Township of Cranbury shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$314,405.82, and that the CY 2024 municipal budget for the Township of Cranbury be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

Ms. Rubin read the following ordinance by title only:

Mr. Ferrante made a motion to introduce the following ordinance. Ms. Knierim seconded the motion. On a roll call vote, the ordinance was approved for introduction unanimously by those present.

Ayes: (Knierim  
(Ferrante  
(El-Badawi

Nays: (None

Abstain: (None

Absent: (Rogers  
(Scott

**CRANBURY TOWNSHIP ORDINANCE NO. 01-24-02**

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO  
COMCAST OF NEW JERSEY, LLC. TO CONSTRUCT, CONNECT,  
OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS  
SYSTEM IN THE MUNICIPALITY OF CRANBURY, MIDDLESEX COUNTY, NEW JERSEY**

Be it ordained and enacted by the Township Committee of the Township of Cranbury, Middlesex County, New Jersey, as follows:

**SECTION 1. PURPOSE OF THE ORDINANCE.**

The Township hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets alleys, sidewalks, easements, public ways and public places in the Township, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus, and equipment as may be necessary for the construction, operation and maintenance in the Township of a cable television and communications system. Operation and construction, pursuant to said consent, is conditioned upon prior approval of the Board of Public Utilities.

**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 in supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. § 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Township" or "Municipality" is the Township of Cranbury, County of Middlesex, State of New Jersey.
- b. "Company" or "Comcast" is the grantee of rights under this Ordinance and is known as Comcast of 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.

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.

h. "Application" is the Company's Application for Renewal of Municipal Consent.

i. "Primary Service Area" or "PSA" consists of all of Cranbury Township.

j. "Non-exclusive" means that Cranbury Township residents, businesses, public and private schools, and Cranbury Township reserve the right to obtain television programming from other sources, including, but not necessarily limited to, direct broadcast satellites, telephone companies and other cable companies.

SECTION 3. STATEMENT OF FINDINGS.

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

SECTION 4. DURATION OF FRANCHISE.

The non-exclusive Municipal Consent granted herein shall expire ten (10) years from the date of expiration of the previous Certificate of Approval issued by the Board.

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

SECTION 5. FRANCHISE FEE.

Pursuant to the terms and conditions of the Act, and, except as where higher payment is otherwise required by the applicable law and regulations (including N.J.S.A. 48:5A-30), the Company shall, during each year of operation under the consent granted herein, pay to the Township two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Township or any higher amount permitted by the Act or otherwise allowable by law.

SECTION 6. FRANCHISE TERRITORY.

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Township 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 located in the franchise territory as described herein at tariffed rates for standard or non-standard installations. Notice shall be provided by the company to the Township when expansion takes place into new parts of the primary service area.

SECTION 8. CONSTRUCTION REQUIREMENTS.

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as reasonably good a condition as existed prior to the commencement of said work.

b. Relocation: If at any time during the period of this consent, the Township shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Township, shall remove, re-lay or relocate its equipment, at the expense of the Company. In requiring Company to remove, re-lay or relocate any portion of its property, the Township shall treat Company the same as, and require no more of Company than, any other similarly situated entity utilizing the Public Rights of Way, including with respect to reimbursement of costs.

c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Township so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

d. Installation of Equipment: The Company shall install equipment in the same location and manner as existing public utilities whenever possible, in order to minimize the impact of same on surrounding property. For new developments, whenever possible, equipment shall be installed underground.

f. The Company shall, upon request of the Township and at the Company's expense, temporarily raise, lower, or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances. Whenever the request is made by, for, or on behalf of private parties, the cost will be borne by those same parties. Private parties will be provided a free cost estimate prior to the commencement of work.

e. The Company shall be subject to full and detailed compliance with the Code of the Township of Cranbury, NJ as may be amended from time to time; all other Municipal ordinances and resolutions; and all rules, regulations and laws of all applicable jurisdictions with the exception of any fees and charges, other than those allowed by controlling statutes.

SECTION 9. CUSTOMER SERVICE.

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Township upon written request of the Township Administrator or Clerk.

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.

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.

The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).

Nothing herein shall impair the right of any subscriber or the Township to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER.

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

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

SECTION 11. LOCAL OFFICE.

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. § 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

SECTION 12. PERFORMANCE BOND.

During the life of the franchise the Company shall give to the Township a bond in the amount of Twenty-Five Thousand Dollars (\$25,000). 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.

The amount of the performance bond shall be increased if state laws or regulations are amended to require a higher minimum bond, in which event the Company's performance bond shall be in an amount that is not less than the state minimum, or the Company undertakes major construction or a rebuild of its system, in which case the amount of the performance bond shall be renegotiated.

SECTION 13. SUBSCRIBER RATES.

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

SECTION 14. COMMITMENTS BY THE COMPANY.

- a. The Company shall provide, free of charge to the municipality, Expanded Basic or a similar tier of cable television service to one (1) outlet to each qualified existing and future school in the Township, public and private, elementary, intermediate and secondary, provided the school building is within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.
- b. The Company shall provide, free of charge to the municipality, Expanded Basic or a similar tier of cable television service to one (1) outlet to every Township building and each qualified existing and future municipal building, police, fire, emergency management facility and public library in the Township, provided the facility is located within two hundred (200) feet of active cable distribution plant or through customer owned conduit. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Township.
- c. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.

SECTION 15. EDUCATION AND GOVERNMENTAL ACCESS

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

- a. The Company shall continue to make available to the Township one governmental access channel.
- b. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for access use. An Education and Governmental (“EG”) access user – whether an educational or government user - acquires no property or other interest by virtue of the use of a channel so designated and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.
- c. The Company will provide and maintain the cable, modulators, and equipment necessary for the Township or its designee to send a signal to the Company, and to receive the return feed of the signal.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except Company may refuse to transmit any educational or governmental access program or portion of any educational or governmental access program that contains obscenity, indecency, or nudity.
- e. Government Access. “Government Access” shall mean noncommercial use by the Township for the purpose of showing the local government at work.
- f. Company Use of Fallow Time. Because blank or underutilized EG channels are not in the public interest, in the event the Township or other qualified EG access users elect not to fully program their EG access channel, Company may program unused time on those channels subject to reclamation by the Township upon no less than 60 days written notice.
- g. Indemnification. The Township shall indemnify Company for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties on the EG channel and from claims arising out of the rules for or administration of EG access channel and its programming.
- h. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, education, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves its external cost, pass-through rights to the full extent permitted by law.
- i. EG Grant. A one-time EG grant of \$12,000 shall be paid within twelve (12) months of the BPU’s issuance of the Renewal Certificate of Approval.

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 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.

SECTION 17.                   LIABILITY INSURANCE.

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of One Million Dollars (\$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 Five Million Dollars (\$5,000,000). The



TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

Company shall indemnify, protect and hold harmless at all times from and against all claims for injury and damage to persons or property, both real and personal, arising out of the construction, erection, operation, repair, installation, replacement and maintenance of its CATV system or of any structure, equipment or appliance or product used pursuant to the provisions of the Act or this municipal consent. In accordance with the Act, the Company shall also provide evidence by certificate of insurance or otherwise of sufficient insurance insuring the Company and the Township with respect to all liability for any death, personal injury, property damage or other liability arising out of the Company's construction and operation of its CATV system.

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 application State or Federal law.

SECTION 19. COMPETITIVE EQUITY.

Should the Township grant municipal consent for a franchise 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 TWO WAY SERVICES AND INTERCONNECTION

In the event that the Township determines that it is necessary and feasible for it to contract with the Company for the purpose of providing two-way or interconnection services, the Company shall be required to apply to the BPU for approval to enter into and establish the terms and conditions of such contract. All reasonably necessary costs for such application to the BPU shall be borne by the Township.

SECTION 21. SEPARABILITY.

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

SECTION 21. PROPRIETARY INFORMATION

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

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

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

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

SECTION 23. FORCE MAJEURE.

The Company shall not be liable or responsible for, in whole or in part, any delay or failure to perform any of its obligations hereunder which may result from accidents, pandemics, floods, fires, earthquakes, tornadoes or other acts of God; war, acts of war (whether or not a declaration of war is made), civil disobedience; civil disturbance, sabotage or vandalism, customer tampering or interference, or act of public enemy; strikes, other labor or job actions or unavailability of materials or equipment; or other events or circumstances beyond the reasonable control of the Company.

SECTION 24. 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 25. NEW DEVELOPMENTS

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

SECTION 26. EFFECTIVE DATE.

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

**Resolutions – Consent Resolutions**

Mayor El-Badawi asked the Committee if there were any questions or comments on the Consent Agenda items. Hearing none, Mayor El-Badawi asked for a motion to approve the Consent Agenda resolution(s). On motion by Mr. Ferrante, seconded by Mrs. Knierim, the following Consent Resolution(s) were adopted unanimously by the following vote:

Ayes: (Ferrante  
(Knierim  
(El-Badawi

Nays: (None

Abstain: (None  
Absent: (Rogers  
(Scott

**CRANBURY TOWNSHIP RESOLUTION # R 01-24-021**

NOW, THEREFORE, BE IT RESOLVED, by the Township of Cranbury that all bills and claims as audited and found to be correct be paid;

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

**Cranbury Township Resolution # R 01-24-022**

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Township wishes to hire the following firm ("Professional") to provide professional services to the Township during the calendar year 2024 as follows:

- a). Hoder Associates - Planning and Zoning Engineering Services

WHEREAS, the costs for the services to be provided by the Professional is set forth in their respective proposal submitted to the Township, which is incorporated herein as if fully restated; and

WHEREAS, the Township has a need to acquire the foregoing services without a "Fair and Open Process" as defined by P.L. 2004, c. 19, the "Local Unit Pay-to-Play Law"; and

WHEREAS, the Professional has completed and filed with the Township Campaign Contributions Affidavits as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that they have not made any prohibited contributions to a candidate's committee or municipal committee representing the elected officials of the Township of Cranbury, along with Certifications Regarding Political Contributions as required by N.J.S.A. 19:44A-20.26; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* authorizes the award of this contract without public bidding on the basis that this is a professional services agreement; and

WHEREAS, the Cranbury Township Chief Financial Officer has certified that sufficient funds are available for this purpose and that the value of said Agreement will not exceed \$4,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cranbury, in Middlesex County, New Jersey, as follows:

1. The Township of Cranbury hereby approves the following firm to provide professional services to the Township during the calendar year 2024:

- a). Hoder Associates - Planning and Zoning Engineering Services

2. The Mayor and Clerk are hereby authorized and directed to enter into a Professional Services Agreement with the aforementioned Professionals pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* This contract is being awarded without competitive bidding as a Professional Services Agreement under the provisions of the aforementioned law because a service will be rendered or performed by a person or persons by law to practice a recognized profession and whose practice is regulated by law.

3. A copy of this Resolution, the pay-to-play forms, and the executed Agreement and insurance certificate shall be placed on file in the Office of the Township Clerk.

**Cranbury Township Resolution # R 01-24-023**

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Township wishes to hire the following firm ("Professional") to provide professional services to the Township during the calendar year 2024 as follows:

- a). Phillips, Preiss, Grygiel, Leheny, Hughes LLC – For Township Planning Services

WHEREAS, the costs for the services to be provided by the Professional is set forth in their respective proposal submitted to the Township, which is incorporated herein as if fully restated; and

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

WHEREAS, the Township has a need to acquire the foregoing services without a “Fair and Open Process” as defined by P.L. 2004, c. 19, the “Local Unit Pay-to-Play Law”; and

WHEREAS, the Professional has completed and filed with the Township Campaign Contributions Affidavits as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that they have not made any prohibited contributions to a candidate’s committee or municipal committee representing the elected officials of the Township of Cranbury, along with Certifications Regarding Political Contributions as required by N.J.S.A. 19:44A-20.26; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* authorizes the award of this contract without public bidding on the basis that this is a professional services agreement; and

WHEREAS, the Cranbury Township Chief Financial Officer has certified that sufficient funds are available for this purpose and that the value of said Agreement will not exceed \$50,000.00;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cranbury, in Middlesex County, New Jersey, as follows:

2. The Township of Cranbury hereby approves the following firm to provide professional services to the Township during the calendar year 2024:

a). Phillips, Preiss, Grygiel, Leheny, Hughes LLC – For Township Planning Services

2. The Mayor and Clerk are hereby authorized and directed to enter into a Professional Services Agreement with the aforementioned Professionals pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* This contract is being awarded without competitive bidding as a Professional Services Agreement under the provisions of the aforementioned law because a service will be rendered or performed by a person or persons by law to practice a recognized profession and whose practice is regulated by law.

3. A copy of this Resolution, the pay-to-play forms, and the executed Agreement and insurance certificate shall be placed on file in the Office of the Township Clerk.

3. A brief notice of this action shall be published in a newspaper of general circulation in the Township of Cranbury within ten (10) days of its passage.

**Cranbury Township Resolution # R 01-24-024**

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Township wishes to hire the following firm (“Professional”) to provide professional services to the Township during the calendar year 2024 as follows:

a). Shropshire Associates, LLC - Planning and Zoning Traffic Consultant

WHEREAS, the costs for the services to be provided by the Professional is set forth in their respective proposal submitted to the Township, which is incorporated herein as if fully restated; and

WHEREAS, the Township has a need to acquire the foregoing services without a “Fair and Open Process” as defined by P.L. 2004, c. 19, the “Local Unit Pay-to-Play Law”; and

WHEREAS, the Professional has completed and filed with the Township Campaign Contributions Affidavits as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that they have not made any prohibited contributions to a candidate’s committee or municipal committee representing the elected officials of the Township of Cranbury, along with Certifications Regarding Political Contributions as required by N.J.S.A. 19:44A-20.26; and

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* authorizes the award of this contract without public bidding on the basis that this is a professional services agreement; and

WHEREAS, the Cranbury Township Chief Financial Officer has certified that sufficient funds are available for this purpose and that the value of said Agreement will not exceed \$19,500.00;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cranbury, in Middlesex County, New Jersey, as follows:

4. The Township of Cranbury hereby approves the following firm to provide professional services to the Township during the calendar year 2024:

a). Shropshire Associates, LLC - Planning and Zoning Traffic Consultant

2. The Mayor and Clerk are hereby authorized and directed to enter into a Professional Services Agreement with the aforementioned Professionals pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* This contract is being awarded without competitive bidding as a Professional Services Agreement under the provisions of the aforementioned law because a service will be rendered or performed by a person or persons by law to practice a recognized profession and whose practice is regulated by law.

3. A copy of this Resolution, the pay-to-play forms, and the executed Agreement and insurance certificate shall be placed on file in the Office of the Township Clerk.

**Cranbury Township Resolution # R 01-24-025**

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Township wishes to hire the following firm ("Professional") to provide professional services to the Township during the calendar year 2024 as follows:

a). Mason Griffin & Pierson, P.C. for Planning and Zoning Legal Services

WHEREAS, the costs for the services to be provided by the Professional is set forth in their respective proposal submitted to the Township, which is incorporated herein as if fully restated; and

WHEREAS, the Township has a need to acquire the foregoing services without a "Fair and Open Process" as defined by P.L. 2004, c. 19, the "Local Unit Pay-to-Play Law"; and

WHEREAS, the Professional has completed and filed with the Township Campaign Contributions Affidavits as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that they have not made any prohibited contributions to a candidate's committee or municipal committee representing the elected officials of the Township of Cranbury, along with Certifications Regarding Political Contributions as required by N.J.S.A. 19:44A-20.26; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* authorizes the award of this contract without public bidding on the basis that this is a professional services agreement; and

WHEREAS, the Cranbury Township Chief Financial Officer has certified that sufficient funds are available for this purpose and that the value of said Agreement will not exceed \$24,000.00;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cranbury, in Middlesex County, New Jersey, as follows:

5. The Township of Cranbury hereby approves the following firm to provide professional services to the Township during the calendar year 2024:

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

a). Mason Griffin & Pierson, P.C. for Planning and Zoning Legal Services

2. The Mayor and Clerk are hereby authorized and directed to enter into a Professional Services Agreement with the aforementioned Professionals pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* This contract is being awarded without competitive bidding as a Professional Services Agreement under the provisions of the aforementioned law because a service will be rendered or performed by a person or persons by law to practice a recognized profession and whose practice is regulated by law.

3. A copy of this Resolution, the pay-to-play forms, and the executed Agreement and insurance certificate shall be placed on file in the Office of the Township Clerk.

**Cranbury Township Resolution # R 01-24-026**

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Township wishes to hire the following firm (“Professionals”) to provide professional services to the Township during the calendar year 2024 as follows:

a). Van Cleef Engineering Associates – Engineering Services

WHEREAS, the costs for the services to be provided by the Professional is set forth in their respective proposal submitted to the Township, which is incorporated herein as if fully restated; and

WHEREAS, the Township has a need to acquire the foregoing services without a “Fair and Open Process” as defined by P.L. 2004, c. 19, the “Local Unit Pay-to-Play Law”; and

WHEREAS, the Professional has completed and filed with the Township Campaign Contributions Affidavits as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that they have not made any prohibited contributions to a candidate’s committee or municipal committee representing the elected officials of the Township of Cranbury, along with Certifications Regarding Political Contributions as required by N.J.S.A. 19:44A-20.26; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et. seq.* authorizes the award of this contract without public bidding on the basis that this is a professional services agreement; and

WHEREAS, the Cranbury Township Chief Financial Officer has certified that sufficient funds are available for this purpose and that the value of said Agreement will be available by virtue of Planning Escrow;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cranbury, in Middlesex County, New Jersey, as follows:

6. The Township of Cranbury hereby approves the following firm to provide professional services to the Township during the calendar year 2024:

a). Van Cleef Engineering Associates – Engineering Services

7. The Mayor and Clerk are hereby authorized and directed to enter into a Professional Services Agreement with the aforementioned Professionals pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* This contract is being awarded without competitive bidding as a Professional Services Agreement under the provisions of the aforementioned law because a service will be rendered or performed by a person or persons by law to practice a recognized profession and whose practice is regulated by law.

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

8. A copy of this Resolution, the pay-to-play forms, and the executed Agreement and insurance certificate shall be placed on file in the Office of the Township Clerk.

**Cranbury Township Resolution # R 01-24-027**

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the Township wishes to hire the following firm ("Professional") to provide professional services to the Township during the calendar year 2024 as follows:

- a). Horner & Canter Associates – Conflict Traffic Consultant Services

WHEREAS, the costs for the services to be provided by the Professional is set forth in their respective proposal submitted to the Township, which is incorporated herein as if fully restated; and

WHEREAS, the Township has a need to acquire the foregoing services without a "Fair and Open Process" as defined by P.L. 2004, c. 19, the "Local Unit Pay-to-Play Law"; and

WHEREAS, the Professional has completed and filed with the Township Campaign Contributions Affidavits as required by N.J.S.A. 19:44A-20.2 *et seq.* certifying that they have not made any prohibited contributions to a candidate's committee or municipal committee representing the elected officials of the Township of Cranbury, along with Certifications Regarding Political Contributions as required by N.J.S.A. 19:44A-20.26; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* authorizes the award of this contract without public bidding on the basis that this is a professional services agreement; and

WHEREAS, the Cranbury Township Chief Financial Officer has certified that sufficient funds are available for this purpose and that the value of said Agreement will be available by virtue of Planning Escrow;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Cranbury, in Middlesex County, New Jersey, as follows:

9. The Township of Cranbury hereby approves the following firm to provide professional services to the Township during the calendar year 2024:

- a). Horner & Canter Associates - Conflict Traffic Consultant Services

2. The Mayor and Clerk are hereby authorized and directed to enter into a Professional Services Agreement with the aforementioned Professionals pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* This contract is being awarded without competitive bidding as a Professional Services Agreement under the provisions of the aforementioned law because a service will be rendered or performed by a person or persons by law to practice a recognized profession and whose practice is regulated by law.

3. A copy of this Resolution, the pay-to-play forms, and the executed Agreement and insurance certificate shall be placed on file in the Office of the Township Clerk.

**Public Comment**

Mayor El-Badawi reminded the public of the three (3) minute time limit for public comment. Mayor El-Badawi then opened the meeting to public comment.

TOWNSHIP COMMITTEE REGULAR MEETING  
January 22, 2024

- Elaine Rusche – Ms. Rushi read aloud a letter from a Birchwood resident regarding their concerns over strong odors and noise issues between the development and neighboring automotive garage. She reported that vehicles run and idle throughout the night.
- Vashti Gorham – Ms. Gorham added her understanding was the automotive garage planned to construct a buffer to alleviate the nuisance. She requested information on the timeline for completion and the status of that progress to rectify the odor and noise pollution from idling trucks.

Mayor El-Badawi closed public comment.

**Action Items** – None reported.

**Adjourn**

Mayor El-Badawi requested a motion to adjourn. On a motion by Mr. Ferrante, seconded by Mrs. Knierim and unanimously carried, the meeting adjourned at 7:28 p.m.

Debra A. Rubin  
Debra A. Rubin, RMC  
Municipal Clerk