

BOROUGH OF LONGPORT  
COMMISSION MEETING  
July 9, 2014  
4:30 pm

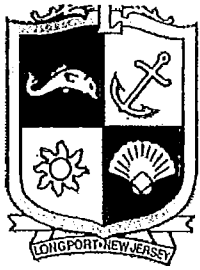
PURSUANT TO THE OPEN PUBLIC MEETINGS ACT, ADEQUATE NOTICE OF THIS MEETING HAS BEEN PROVIDED IN ACCORDANCE WITH THE LAW.

**AGENDA**

1. *Flag Salute- Meeting called to order*
2. *Open Public Meeting Announcement-Fire Exits-Public Speaking time limit*
3. *Approval of minutes for the 6/18/14 Commission meeting*
4. *Proclamation- Fibrodysplasia Ossificans Progressive (F.O.P)*
5. *1<sup>ST</sup> READING/INTRODUCTION*  
**ORDINANCE O2014-08 COMCAST RENEWAL**
6. *Public Comment/Questions on Resolutions listed on this agenda (3 minutes/person)*
7. *Resolutions*
  - ✓ *R2014-84 Amendment of Longport Personnel Policy and Procedures Manual*
  - ✓ *R2014-85 Declaration of Emergency at the Municipal Hall Building and Authorizing the Ordering of Certain Replacement Air Conditioning Equipment*
  - ✓ *R2014-86 Authorizing an Amendment to an Existing Non Fair and Open Professional Services Contract with Modelle Plan Studio for CDBG Handicapped Access Improvements to Municipal Hall*
8. *Bill Pay List*
9. *Commissioners' Reports*
10. *Public Comment*
11. *Adjournment*

Posted: 7-2-2014

Revised: 6-18-14



# *Proclamation*

## *Borough of Longport*

*WHEREAS, The Borough of Longport, having made this Proclamation on behalf of Fibrodysplasia Ossificans Progressive known as F.O.P. to hopefully one day display a Proclamation/Resolution book in Washington, D.C. on behalf and in support of the children/young adults in the State of New Jersey afflicted with F.O.P. and equally show concern for all other children afflicted with F.O.P. ; and*

*WHEREAS, Gary W. Whyte, of Mountainside, New Jersey, having just completed his 13<sup>th</sup> Annual Comedy Show Fund Raiser for F.O.P. in which monies raised go directly towards the purchase of research equipment, and Michele Charlesworth of Channel 7 Eyewitness News who attended the March fundraiser and spoke about it on her Sunday morning broadcast the next day; and*

*WHEREAS, Fibrodysplasia Ossificans Progressive is a rare genetic condition in which the body makes additional bone where bone should not form, such as within muscle, tendons, ligaments and other connective tissues. Symptoms of FOP include excruciating pain and distortion of existing skeletal frame; and*

*WHEREAS, a gene has been identified after 15 years of hard research by the University of Pennsylvania, the only known research facility currently investigating a cure for this; and*

*WHEREAS, discoveries made in the F.O.P. lab by scientists and researchers may aid in the treatment or cure for other genetic diseases such as osteoporosis, arthritis, and spinal cord injuries; and*

*WHEREAS, the symptoms of FOP usually begin in the first or second decade of life, with the majority of patients diagnosed by age 10, depriving children of normal development. One in every seven Americans suffers from musculoskeletal impairment causing physical disability and severe long-term pain. FOP affects approximately 2,500 people worldwide; and*

*WHEREAS, The Borough of Longport commends Gary W. Whyte and his wife and three sons for their dedication in making others aware of this affliction and for their work and support for the benefit of F.O.P. research; and*

*THEREFORE, BE IT RESOLVED that the Honorable Nicholas M. Russo, Mayor of Longport along with Commissioner James P. Leeds Sr. and Commissioner Daniel Lawler hereby proclaim to acknowledge and help enlighten the people of the United States with the book being sent to Washington, D.C. emphasizing the needed awareness of F.O.P.*

**GIVEN UNDER MY HAND AND SEAL OF THE BOROUGH OF LONGPORT**

---

**NICHOLAS M. RUSSO/ MAYOR**

**Borough of Longport**  
**ORDINANCE #2014-08**

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF SOUTH JERSEY, LLC TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE BOROUGH OF LONGPORT, NEW JERSEY.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF LONGPORT, COUNTY OF ATLANTIC, NEW JERSEY, AS FOLLOWS:**

**SECTION 1. PURPOSE OF THE ORDINANCE**

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

**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. "Borough" or "Municipality" is the Borough of Longport, County of Atlantic, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of South 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. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

**SECTION 3. STATEMENT OF FINDINGS**

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds 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 15 years from the date of expiration of the previous Certificate of Approval issued by the Board with a 10-year automatic renewal as provided by N.J.S.A. 48:5A-19 and 25, and N.J.A.C. 14:18-13.6.

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 Municipality 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 Municipality 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 to the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

**SECTION 7. EXTENSION OF SERVICE**

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application.

## **SECTION 8. CONSTRUCTION REQUIREMENTS**

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 good a condition as existed prior to the commencement of said work.

Relocation: 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 Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.

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 municipality 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 facilities, and in accordance with the Borough Code.”

## **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 municipality upon written request of the Municipality Administrator or Clerk.

- 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. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Municipality 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**

The Office of Cable Television is hereby designated as the Complaint Officer for the Municipality 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 Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality 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.

**SECTION 12. PERFORMANCE BONDS**

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

**SECTION 13. SUBSCRIBER RATES**

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

**SECTION 14. COMMITMENTS BY THE COMPANY**

- a. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost on one (1) outlet to each qualified existing and future Borough Hall, police, fire, emergency management facility and public library in the Municipality, provided the facility is located within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality.
- b. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves these external cost, pass-through rights to the extent permitted by law.
- c. Within six months of the issuance of a Renewal Certificate of Approval the Company shall provide to the Municipality a one-time Technology Grant in the amount of twelve thousand five-hundred dollars (\$12,500) to help meet the technology and/or cable related needs of the community.

**SECTION 15. EMERGENCY USES**

The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.

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 16. 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 17. 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 18. COMPETITIVE EQUITY**

Should the Municipality grant 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 19. 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 20. 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 21. EFFECTIVE DATE**

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

BOROUGH OF LONGPORT  
ATLANTIC COUNTY, NEW JERSEY

RESOLUTION 2014-84

AMENDMENT OF LONGPORT PERSONNEL POLICY AND PROCEDURES MANUAL

**WHEREAS**, the Borough of Longport adopted a **Personnel Policies and Procedural Manual and Employee Handbook**, hereinafter referred to as **Manual and Handbook**, on October 6, 2004; and

**WHEREAS**, said **Manual and Handbook** was revised on July 9, 2014 which incorporated certain recommendations made by the Municipal Joint Insurance Fund; and

**WHEREAS**, the Joint Insurance Fund has recommended additional changes to be made which were reviewed by the Governing Body and the additional changes are as follows:

1. Use of Vehicle Policy
2. Communication Medial Policy
3. Video Surveillance Policy
4. Family and Medical Leave Policy
5. Domestic Leave Policy
6. Timesheets
7. Payment for Accumulated Absence
8. Workers Compensation Policy

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Longport that said Manual and Handbook is hereby modified per the recommendations made by the Municipal Joint Insurance Fund; and

**BE IT FURTHER RESOLVED** that these modifications shall be effective immediately.

Adopted:

I, Emilia R. Strawder, Municipal Clerk of the Borough of Longport, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Board of Commissioners of the Borough of Longport at a Meeting of said Board of Commissioners held on July 9, 2014 and that said Resolution was adopted by not less than a two-thirds vote of the members of the Longport Board of Commissioners.

---

Emilia R. Strawder, RMC, Municipal Clerk



**BOROUGH OF LONGPORT**  
**Atlantic County - New Jersey**  
**Resolution 2014 - 85**

**DECLARATION OF AN EMERGENCY AT THE  
MUNICIPAL HALL BUILDING AND  
AUTHORIZING THE ORDERING OF CERTAIN REPLACEMENT  
AIR CONDITIONING EQUIPMENT**

**WHEREAS**, the air conditioning chiller malfunctioned and was deemed non-repairable on June 24, 2014; and

**WHEREAS**, there is no backup chiller and the Police Department, which is a 24/7 operation with limited window access, requires necessary climate control for the operation of dispatch and police personnel operations; and

**WHEREAS**, it was determined by **EMR Corporation**, the Borough's Maintenance Contractor for the power plant, that a replacement unit was available and could be shipped overnight; and

**WHEREAS** the quote from **EMR Corporation**, attached hereto, for the replacement work is \$35,403.00 and within the Qualified Purchasing Threshold of \$36,000.00; however, the total amount that will be paid to **EMR Corporation** for a single calendar year will be in excess of \$36,000.00; and

**WHEREAS** the Public Works Department was able to obtain a quote from another independent HVAC Contractor for the replacement of the existing chiller, which price exceeded the quote provided by **EMR Corporation**.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Borough of Longport that it hereinafter concurs with the Commissioner of Public Works' and Municipal Engineer's collective declaration of an emergency condition affecting the public health, safety, and welfare; and

**BE IT FURTHER RESOLVED** that it hereby directs the Public Works Department in concert with the Municipal Engineer to obtain and install a new air conditioning chiller in the Municipal Hall Building through **EMR Corporation** in an amount not to exceed **\$35,403.00**; and

**BE IT FURTHER RESOLVED** that a Certificate of Availability of Funds for this emergency award be issued by the Municipal Chief Financial Officer and attached hereto.

Adopted: \_\_\_\_\_

I, **Emilia R. Strawder, RMC CMR**, Municipal Clerk of the Borough of Longport, Atlantic County, N.J., do hereby certify the forgoing to be a true and correct copy of a Resolution adopted by the Board of Commissioners of the Borough of Longport at a Meeting of said Board of Commissioners held on July 09, 2014 and that said Resolution was adopted by not less that a two-thirds vote of the members of the Longport Board of Commissioners

---

**EMILIA R. STRAWDER, RMC CMR**  
**MUNICIPAL CLERK**

**BOROUGH OF LONGPORT**  
**Atlantic County - New Jersey**  
**Resolution 2014 -86**

**AUTHORIZING AN AMENDMENT TO AN EXISTING NON FAIR AND OPEN  
PROFESSIONAL SERVICES CONTRACT WITH MODELLE PLAN STUDIO  
OF SOMERS POINT, NEW JERSEY FOR THE  
CDBG HANDICAPPED ACCESS IMPROVEMENTS TO MUNICIPAL HALL**

**WHEREAS**, the Borough of Longport has received CDBG Grants over the last several years for improvements to handicapped access at both Municipal Hall and Oceanfront Bulkheads; and

**WHEREAS**, **Modelle Plan Studio** was previously granted a Non Fair and Open Contract for the preparation of design and bidding documents for this work as indicated in Resolution 2013-53 in the amount of \$6,500.00; and

**WHEREAS**, the Borough desires to amend that Professional Services Contract to include Contract Administration and Clerk of the Works for the construction phase of the Project pursuant to the provisions of NJSA 19:44A-20.5; and

**WHEREAS**, the Borough previously amended said Contract under Resolution 2014-12 to include additional design work in the amount of \$800.00; and

**WHEREAS**, the amended portion for Contract Administration is not to exceed \$7,500.00 as indicated on the Modelle Proposal dated May 21, 2014, attached hereto, bringing the total amount of services for this Contract to **\$14,600.00**; and

**WHEREAS**, the anticipated term of said Services is not for more than one year; and

**WHEREAS**, **Modelle Plan Studio** has previously completed and submitted a Business Entity Disclosure Certification which certifies that **Modelle Plan Studio** has not made any reportable contributions to a political or candidate committee in the Borough of Longport within the previous one year and, further, that this Contract will prohibit **Modelle Plan Studio** from making any reportable contributions through the term of this Contract; and

**WHEREAS**, this Resolution in conjunction with other awards to **Modelle Plan Studio** within this calendar year does exceed \$17,500.00; and

**WHEREAS**, a Certificate of Availability of Funds has been issued by the Municipal Chief Financial Officer and is attached to this Resolution.

**NOW, THEREFORE BE IT RESOLVED** by the Governing Body of the Borough of Longport that it hereby accepts the Proposal for the construction portion of the Project dated May 21, 2014 with **Modelle Plan Studio** and hereby directs the Municipal Engineer to authorize **Modelle Plan Studio** to proceed with the work as outlined in said Proposal; and

**BE IT FURTHER RESOLVED** that a Notice of this Contract Award shall be published at least once in the Atlantic City Press pursuant to the requirements of Chapter 198 of the New Jersey Laws of 1971.

**Adopted:** \_\_\_\_\_

I, **Emilia R. Strawder, RMC, CMR**, Municipal Clerk of the Borough of Longport, Atlantic County, N.J., do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Board of Commissioners of the Borough of Longport at a Meeting of said Board of Commissioners held on July 09, 2014 and that said Resolution was adopted by not less than a two-thirds vote of the members of the Longport Board of Commissioners

---

**EMILIA R./ STRAWDER, RMC CMR**  
**MUNICIPAL CLERK**

**Longport Borough Financial Report  
Current and Utility Fund-Summary Only**

**June-14**

*(Misc. revenues and manual checks may not be included. Figures may not have been reconciled to bank or financial reports as of the reading date of this report. The previous monthly bank statements are reconciled and on file in the Finance Office)*

<b>Current Fund</b>		
<b>Beginning Balance</b>	<b>5/31/2014</b>	<b>7,816,978</b>
<b>Revenues</b>		
Taxes		221,586
Fees and Permits		650
Construction Fees		29,572
Beach Fees		40,225
Municipal Court		7,259
Interest on Investments		984
Miscellaneous		3,368
State Aid/Grants		71,043
Other - JIF Refund/Comcast Franchise Fee		0
<b>Total Revenues</b>	<b>6/30/2014</b>	<b>374,686</b>
<b>Disbursements</b>		
Checks/payroll/debt/ due to capital/grants		563,168
Transfer to Water & Sewer		0
<b>Total Disbursements</b>	<b>6/30/2014</b>	<b>563,168</b>
<b>Ending Balance</b>	<b>6/30/2014</b>	<b>7,628,496</b>

---

<b>Utility Fund</b>		
<b>Beginning Balance</b>	<b>5/31/2014</b>	<b>773,986</b>
<b>Revenues</b>		
Water/Sewer Rents		130,327
Interest		98
Miscellaneous		2,248
Transfers from Current for Capital		0
<b>Total Revenues</b>	<b>6/30/2014</b>	<b>132,673</b>
<b>Disbursements</b>		
Checks/Payroll/Debt		74,553
<b>Total Disbursements</b>	<b>6/30/2014</b>	<b>74,553</b>
<b>Ending Balance</b>	<b>6/30/2014</b>	<b>832,107</b>