

Appendix A.

Cable Communications Municipal Consent

17:2 AN ORDINANCE granting renewal of Municipal consent to Storer Cable Communications Of Burlington County, Inc., d/b/a/ Storer Cable Communications, its successors and assigns, to construct, operate and maintain a cable television system in the Township of Edgewater Park, County of Burlington and State of New Jersey.

BE IT ORDAINED AND ENACTED by the Mayor and Committee of the Township of Edgewater Park, County of Burlington and State of New Jersey, as follows;

The Mayor and Committee have favorably considered the application of STORER CABLE COMMUNICATIONS OF BURLINGTON COUNTY, INC. d/b/a STORER CABLE COMMUNICATIONS for renewal of its Municipal Consent to construct, operate and maintain a cable television system within the Township of Edgewater Park, and in order to authorize the continued operation of the said cable television system, the Revised General Ordinances of the Township of Edgewater Park shall be and hereby are amended as follows:

17:2-1 PURPOSE OF THE ORDINANCE

The Municipality hereby grants to the Company renewal of its non-exclusive Municipal Consent to place in, upon, along, across, above, over and under the 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 system and cable communications system.

17:2-2 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 (47 C.F.R. 76.5) 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 or State definitions:

(a) "Municipality" is the Township of Edgewater Park, County of Burlington in the State of New Jersey.

(b) "Company" is the grantee of rights under this Ordinance and is known as Storer Cable Communications of Burlington County, Inc. d/b/a Storer Cable Communications.

(c) "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, 1972, Section 48:5A-1 et seq.

(d) "Board" is the Board of Public Utilities.

(e) "Office" is the Office of Cable Television within the Department of Energy.

17:2-3 STATEMENT OF FINDINGS

A public hearing concerning the renewal of Municipal Consent herein granted to the Company was held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearing having been held as above stated and said hearing having been fully open to the public, and the Municipality having received at said hearing 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 arrangements are adequate and feasible.

17:2-4 TERM OF FRANCHISE

The renewal of Municipal Consent and all rights herein granted shall take effect and be in force for a period of ten (10) years.

17:2-5 FRANCHISE FEE

Pursuant to the terms and conditions of the Act, **N.J.S.A. 48:5A-30**, the Company shall, during each year of operation under the renewal of Municipal Consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges received by the Company from subscribers to its cable television reception service in the Municipality. In the event that enabling legislation shall be adopted allowing a greater percentage of gross revenues, the amount of gross revenues payable to the Township of Edgewater Park shall increase accordingly to the maximum permitted by law without further amendment of this Ordinance.

17:2-6 FRANCHISE TERRITORY

The consent granted herein to the Company shall apply to the entirety of the Municipality and any property hereafter annexed thereto.

17:2-7 CONSTRUCTION TIMETABLE

The Company has completed significant construction within the Municipality.

17:2-8 EXTENSION OF SERVICE

The Company shall be required to proffer service to any person's residence or business located in those areas of the Municipality as set forth in and in accordance with the Company's Application for Renewal of Municipal Consent. Any additional extension of the system which is necessary in the future but not contemplated in the Application shall be made in accordance with the line extension policy as set forth in the Company's Application.

17:2-9 CONDITIONS OF CONSTRUCTION

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

(b) **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, at its sole expense, remove, re-lay and relocate its equipment.

(c) **Temporary Removal of Cables:** The Company shall, upon request of the Municipality 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 for removal is made by, for or on behalf of private parties, the cost will be borne by those same parties.

(d) **Removal or Trimming of Trees:** During the exercise of its rights and privileges under this renewal of Municipal Consent, the Company shall have the authority to trim trees upon and overhanging highways, streets, alleys, sidewalks, easements, public ways and public places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance for the Company's wires and cables.

17:2-10 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-26b**. All complaints shall be received and processed in accordance with **N.J.A.C. 14:17-7.1**.

17:2-11 PERFORMANCE BOND

During the period of construction the Company shall give a bond to the Municipality, which bond shall be in the amount of \$25,000.00. Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its Application for Renewal of Municipal Consent incorporated herein.

17:2-12 INCORPORATION OF APPLICATION

All of the written commitments contained in the written Application for Renewal of Municipal Consent filed by the Company, except as modified herein, are to be considered binding upon the Company as the terms and conditions of this Renewal of Municipal Consent, and that Application shall be made a part hereof by reference thereto.

17:2-13 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 such holding shall not affect the validity of the remaining portions hereof.

17:2-14 EFFECTIVE DATE OF THE ORDINANCE

This renewal of Municipal Consent shall become effective as of the date of expiration of the Company's existing Certificate of Approval as issued by the Board.

17:2-15 All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of their inconsistency.

17:2-16 This Ordinance shall take effect immediately after proper passage, publication and approval as provided by Law.

HISTORICAL NOTE: May 17, 1989