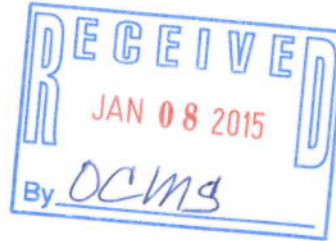


DENNIS C. LINKEN | Partner
dlinken@scarincihollenbeck.com
Phone: 201-806-3426 | Direct Fax: 201-806-3454

January 5, 2015

Kristi Izzo, Board Secretary
Board of Public Utilities
44 S Clinton Avenue, 9th Floor
Trenton, NJ 08625



RECEIVED
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NJ BPU
MAILROOM

Re: In the Matter of the Petition of Comcast of South Jersey, LLC, for a Renewal Certificate of Approval to Continue to Construct, Operate and Maintain a Cable Television System in and for the Township of Dennis, County of Cape May, State of New Jersey
Our File No. 41000.3000

CE 150 10036

Dear Secretary Izzo:

Enclosed herewith please find the original and eleven (11) copies of the Verified Petition and Verification filed on behalf of Comcast of South Jersey, LLC ("Comcast"), along with three (3) copies of Comcast's public Application for Renewal of a Certificate of Approval ("Application"), with respect to the above-referenced matter. Said copies of the Application have been redacted so as to protect certain confidential information contained therein. Confidential copies of the Application are being submitted simultaneously under separate cover, along with Comcast's request for confidential treatment, pursuant to N.J.A.C. 14:1-12 et seq.

Kindly file the Petition and please return the extra copy of this letter and Petition stamped "RECEIVED" in the self-addressed, stamped envelope provided herein.

Thank you for your kind consideration. Should you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

Dennis Linken /dp

Dennis C. Linken
For the Firm

DCL:dp

cc:w/enc. Lawanda R. Gilbert, Acting Director (via first class mail)
Christopher J. White, Deputy Public Advocate (via first class mail)
Jacqueline B. Justice, Township Administrator (via first class mail)
Fred J. DeAndrea, Director of Government and Regulatory Affairs (via first class mail)

OCMS
LEGAL
DTG
RPA
CABLE (6)

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF CABLE TELEVISION

SCARINCI & HOLLENBECK, LLC
1100 Valley Brook Avenue
Lyndhurst, NJ 07071-0790
Phone: 201-896-4100
Attorneys for Petitioner
Comcast of South Jersey, LLC
File No. 41000.3000

_____)
IN THE MATTER OF THE PETITION OF)
COMCAST OF SOUTH JERSEY, LLC, FOR A)
RENEWAL CERTIFICATE OF APPROVAL)
TO CONTINUE TO CONSTRUCT, OPERATE)
AND MAINTAIN A CABLE TELEVISION)
SYSTEM IN AND FOR THE TOWNSHIP OF)
DENNIS, COUNTY OF CAPE MAY, STATE)
OF NEW JERSEY)
_____)

VERIFIED PETITION

Docket No.

Comcast of South Jersey, LLC (hereinafter, "Comcast" or "Petitioner"), hereby petitions the Honorable Board of Public Utilities (the "Board"), pursuant to N.J.S.A. 48:5A-15, 16 and 17, and N.J.A.C. 14:18-13.6, for renewal of a Certificate of Approval to continue to construct, operate and maintain its cable television system ("System") in the Township of Dennis, Cape May County, New Jersey ("Township" or "Dennis"). In support of its Petition, Petitioner states as follows:

COUNT ONE

1. Comcast, a limited liability company duly organized under the laws of the State of Delaware, is a cable television company subject to the jurisdiction of the Office of Cable Television ("OCTV") and the Board, pursuant to N.J.S.A. 48:5A-1 *et seq.*

2. Comcast maintains its principal offices at 1846 N.W. Boulevard, Vineland, New Jersey 08360.

3. On December 18, 1980, in Docket No. 807C-6699, pursuant to N.J.S.A. 48:5A-17(a) and (b), the Board issued a Certificate of Approval to Teleprompter Corporation ("Teleprompter"), to own, operate and maintain the System in the Township. A copy of said Order of Approval is on file at the OCTV.

4. On June 3, 1981, pursuant to an Order of Approval in Docket No. 814C-6777, the Board approved the merger of Teleprompter with and into Group W Cable, Inc. ("Group W"). A copy of said Order of Approval is on file at the OCTV.

5. On December 30, 1982, pursuant to an Order of Approval in Docket No. 8211C-6951, the Board approved the transfer of the System, including the Certificate of Approval to operate in the Township, from Group W to Cablentertainment of New Jersey-V ("Cablentertainment"). A copy of said Order of Approval is on file at the OCTV.

6. On December 18, 1986, pursuant to an Order of Approval in Docket No. CM86101185, the Board approved the acquisition of Cablentertainment's assets, including the Certificate of Approval with respect to the Township, by Sammons Communications of New Jersey, Inc. ("Sammons"). A copy of said Order of Approval is on file at the OCTV.

7. On March 1, 1996, pursuant to an Order of Approval issued by the Board on February 28, 1996, in Docket No. CM95080358, Lenfest Atlantic, Inc. ("Lenfest"), acquired Sammons' System, including the Certificate of Approval to operate in the Township. A copy of said Order of Approval is on file at the OCTV.

8. On or about July 30, 1997, in Docket No. CE96080626, pursuant to N.J.S.A. 48:5A-16 and 17, the Board issued a Renewal Certificate of Approval to Lenfest for the

continued construction, operation and maintenance of the System in and for the Township. A copy of said Certificate of Approval is on file at the OCTV.

9. On January 18, 2000, pursuant to the Order of Approval issued by the Board in Docket No. CM99110855, Lenfest became an indirect, wholly-owned subsidiary of Comcast Corporation. Subsequently, on or about September 13, 2000, Lenfest's name was formally changed to Comcast Cablevision of South Jersey, Inc., which, effective May 13, 2004, was converted to Comcast of South Jersey, LLC, Petitioner herein.

10. Pursuant to N.J.S.A. 48:5A-1 *et seq.* and N.J.A.C. 14:18-13.3(a)3, on or about October 27, 2011, Petitioner submitted an Application for Renewal of Municipal Consent (hereinafter the "Municipal Application") to continue to construct, operate and maintain the System in the Township.

11. On or about August 6, 2012, a public hearing was held by the Township with respect to Petitioner's Municipal Application, during which all interested persons desiring to be heard were so heard.

12. On or about September 16, 2014, the Township adopted Ordinance No. 2014-07 (the "Ordinance") granting to Petitioner renewal of its Municipal Consent ("Renewal of Municipal Consent") to continue to construct, operate and maintain the System in the Township. A copy of the Ordinance is annexed hereto as Exhibit A.

13. On or about October 28, 2014 Comcast filed its formal acceptance of the terms and conditions of the Renewal of Municipal Consent granted by the Township, pursuant to N.J.S.A. 48:5A-24. A copy of said letter of acceptance is annexed hereto as Exhibit B.

14. The information pertaining to Comcast on file with the OCTV, together with the information contained in its Application for Renewal of a Certificate of Approval ("COA

Application”) pertaining to the Township, simultaneously filed herewith, all of which is adopted by reference thereto, establishes the requisite criteria for the continued construction, operation and maintenance of the System in the Township by Comcast.

15. Comcast possesses the requisite character and suitability for the continued operation of the System. Further, as indicated in the COA Application and other information on file with the OCTV, Comcast possesses the necessary financial responsibility and the ability to perform efficiently the proposed services and those services that may be required by the public convenience and necessity during the renewal period. The public convenience and necessity generally support the appropriateness of the issuance of an Renewal Certificate of Approval for the Township to Comcast.

16. Comcast has complied, and will continue to comply, with all rules, regulations and laws applicable to the construction, operation and maintenance of the System and will continue to provide safe, adequate and proper cable television service in the Township and the other municipalities in which it serves.

COUNT TWO

17. Comcast repeats paragraphs 1 through 16 of COUNT ONE as if set forth fully hereinafter.

18. As set forth in the COA Application and other information on file at the OCTV, the Systems operated by Comcast in the Township is part of larger regional cable television systems serving numerous other municipalities contiguous to and surrounding the Township.

19. As also set forth in the COA Application and other information on file at the OCTV, the Township represents an integral part of the Comcast regional cable television systems serving the counties of Atlantic, Burlington, Camden, Cape May, Cumberland,

Gloucester and Salem. In addition, the demographics of the Township, as well as its location and other factors, mandate that cable television service be provided by Comcast as part of Comcast's regional systems.

20. The Township portion of Comcast's Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester and Salem County regional cable systems is necessary for the continued provision of safe, adequate and economical cable television service to the citizens and residents of the Township and the larger cable television systems generally. Further, continuation of Comcast's operating authority in the Township will avoid an unreasonable duplication of services that would otherwise be detrimental to the development of adequate cable television service.

21. Comcast is entitled to a renewal of its Certificate of Approval for the Township, pursuant to the provisions of Section 17(b) of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq.

22. Comcast believes that a Renewal Certificate of Approval for the Township of Dennis is necessary and proper for the public convenience and will serve the public interest for reasons which include, inter alia, the following:

a. The grant of an Renewal Certificate of Approval to Comcast will ensure the continued provision of cable television service to the residents of the Township;

b. The services provided by Comcast as set forth in its COA Application are of great benefit to the citizens and residents of the Township;

c. The financial strength and technical expertise of Comcast are more than adequate to continue to construct, operate and maintain its cable television system in the Township; and

d. Comcast, its officers and its directors, have vast experience in all aspects of cable television. In particular, they possess and represent the highest degree of technical and engineering competence, significant administrative experience and a demonstrated responsiveness to community needs. In addition to the Township, Comcast and other Comcast affiliates hold Certificates of Approval or other authorization to construct, operate and maintain cable television systems in more than 340 municipalities in New Jersey, as well as additional communities in 38 other states and the District of Columbia.

WHEREFORE, Comcast hereby requests that the Honorable Board of Public Utilities issue to Petitioner an Renewal Certificate of Approval to continue to construct, operate and maintain a cable television system in and for the Township of Dennis.

Respectfully submitted,

SCARINCI & HOLLENBECK, LLC
Attorneys for Petitioner
Comcast of South Jersey, LLC

By: 
Dennis C. Linken

Dated: January 5, 2015

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF CABLE TELEVISION

SCARINCI & HOLLENBECK, LLC
1100 Valley Brook Avenue
Lyndhurst, NJ 07071-0790
Phone: 201-896-4100
Attorneys for Petitioner
Comcast of South Jersey, LLC
File No. 41000.3000

IN THE MATTER OF THE PETITION OF)
COMCAST OF SOUTH JERSEY, LLC, FOR A)
RENEWAL CERTIFICATE OF APPROVAL)
TO CONTINUE TO CONSTRUCT, OPERATE)
AND MAINTAIN A CABLE TELEVISION)
SYSTEM IN AND FOR THE TOWNSHIP OF)
DENNIS, COUNTY OF CAPE MAY, STATE)
OF NEW JERSEY)
_____)

VERIFICATION

Docket No.

FRED DeANDREA hereby certifies as follows:

1. I am Director of Government and Regulatory Affairs of Comcast of South Jersey, LLC, Petitioner in the within matter.
2. I am familiar with the nature and contents of the Petition to which this Verification is annexed.
3. The allegations of the Petition are true and accurate to the best of my knowledge, information and belief.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I may be subject to punishment.



Fred DeAndrea

Dated: December 29, 2014

TOWNSHIP OF DENNIS

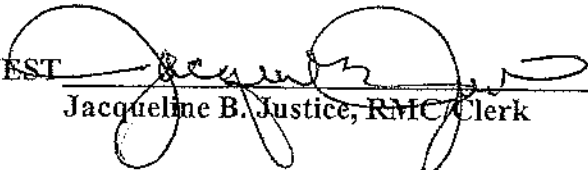
CAPE MAY COUNTY
STATE OF NEW JERSEY

ORDINANCE NO. 2014-07

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 DENNIS TOWNSHIP

The foregoing ordinance was introduced and passed at a first reading of the Township Committee of the Township of Dennis held on August 19, 2014 and was scheduled for adoption at its second and final reading after a public hearing thereon at a meeting of the Dennis Township Committee at the Municipal Building, 571 Petersburg Road, Dennisville on September 16, 2014 where it was unanimously adopted.

ATTEST



Jacqueline B. Justice, RMC Clerk

TOWNSHIP OF DENNIS

COUNTY OF CAPE MAY
STATE OF NEW JERSEY

ORDINANCE # 2014-07

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 DENNIS TOWNSHIP, NEW JERSEY.

BE IT ORDAINED BY THE MAYOR AND COMMITTEE OF DENNIS TOWNSHIP, CAPE MAY COUNTY, 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. "Township" or "Municipality" is the Township of Dennis, County of Cape May, 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 for 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

- 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 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 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.
- 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 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 wire and cables.

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.

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 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. The Company shall provide Expanded Basic or a similar tier of cable television service on one (1) outlet at no cost to each qualified existing and future school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is 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 school requesting service.
- b. 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 police, fire, rescue squad, 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.
- c. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Municipality a one-time Technology Grant in the amount of fifteen thousand dollars (\$15,000) to meet the technology and/or cable related needs of the community.
- d. Within six months of the issuance of an Automatic Renewal Certificate of Approval by the BPU, the Company shall provide to the Municipality a one-time Technology Grant in the amount of ten thousand dollars (\$10,000) to meet the technology and/or cable related needs of the community.
- e. 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.

SECTION 15. EDUCATIONAL AND GOVERNMENTAL ACCESS

- a. Within (12) months of receipt of a Renewal Certificate of Approval (COA) by the OCTV, the Company shall provide one (1) channel for Educational and Governmental ("EG") access for the shared use by Dennis Township and Woodbine Borough (collectively, "Municipalities") on the most basic tier of service offered by the Company in accordance with Section 611 of the federal Cable Act, and as further set forth below. Educational access message board content shall be provided by the governing bodies of the Municipalities or other

designated educational institution. Government access bulletin board content shall be provided by the Municipalities. Unused capacity may be utilized by the Company subject to the provisions for "fallow time" below.

- b. The Company will provide the initial Webus hardware and other equipment necessary to broadcast EG bulletin board slides. The Company will not be responsible for the maintenance of any equipment, computers, or Internet service used by Dennis Township and its designated EG administrators to access the web based Webus platform.
- c. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for EG use. An 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.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except in accordance with federal law the 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.
- e. The governing bodies of the Municipalities shall be responsible for developing, implementing, and enforcing rules for EG Access programming.
- f. Educational Access. "Educational Access" shall mean non-commercial use for educational purposes that is managed, scheduled, and programmed by local educational institutions such as public or private schools, but not "home schools," community colleges, and universities.
- g. Government Access. "Government Access" shall mean noncommercial use by the governing bodies of the Municipalities, for the purpose of showing the public local government at work.
- h. Company Use of Fallow Time. Because blank or under-utilized EG channels are not in the public interest, in the event the Municipalities or other 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 Municipality upon no less than 60 days written notice.

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 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 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. 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. EFFECTIVE DATE

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

BE IT ORDAINED, that this Ordinance shall become effective immediately upon final passage and publication, according to law.



John Murphy, Mayor



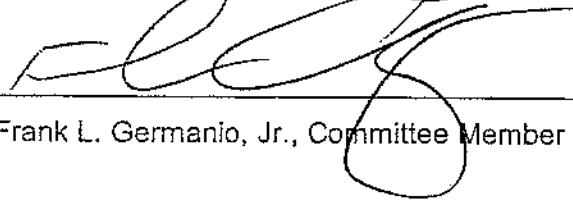
Brian O'Connor, Deputy Mayor



Albert M. DiCicco, Committee Member




Brian Teefy, Committee Member



Frank L. Germanio, Jr., Committee Member

The foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Dennis on August 19, 2014. Publication will be held on August 27, 2014 and a Public Hearing will be held at a meeting of the said Township Committee to be held on September 16, 2014 at 6:30 p.m. in the Municipal Building located at 571 Petersburg Road in Dennisville.

ATTEST 

Jacqueline B. Justice, RMC/Clerk