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January 21, 2015

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

CE 15010112

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 City of Somers Point, County of Atlantic, State of New Jersey
Our File No. 41000.3000

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 C. Linken
For the Firm

CMS
LEGAL
DAG
RPA
CABLE(6)

DCL:dp

cc:w/enc. Lawanda R. Gilbert, Acting Director (via first class mail)
Christopher J. White, Deputy Public Advocate (via first class mail)
Carol Degrassi, City Clerk (via first class mail)
Fred J. DeAndrea, Director of Government and Regulatory Affairs (via first class mail)



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 CITY OF)
SOMERS POINT, COUNTY OF ATLANTIC,)
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 City of Somers Point, Atlantic County, New Jersey ("City" or "Somers Point"). 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 April 3, 1975, in Docket No. CE752C-6079, pursuant to N.J.S.A. 48:5A-17(a) and (b), the Board issued a Certificate of Approval to Sammons Communications of New Jersey, Inc. ("Sammons"), to own, operate and maintain the System in the City. A copy of said Certificate of Approval is on file at the OCTV.

4. On or about January 23, 1987, in Docket No. CE85090925, pursuant to N.J.S.A. 48:5A-16 and 17, the Board issued a Renewal Certificate of Approval to Sammons for the continued construction, operation and maintenance of the System in and for the City. A copy of said Certificate of Approval is on file at the OCTV.

5. On or about March 12, 1993, in Docket No. CE91091440, pursuant to N.J.S.A. 48:5A-16 and 17, the Board issued a Renewal Certificate of Approval to Sammons for the continued construction, operation and maintenance of the System in and for the City. A copy of said Certificate of Approval is on file at the OCTV.

6. 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 City. A copy of said Order of Approval is on file at the OCTV.

7. On or about November 4, 1998, in Docket No. CE97050361, pursuant to N.J.S.A. 48:5A-16 and 17, the Board issued a Renewal Certificate of Approval to Sammons for the continued construction, operation and maintenance of the System in and for the City. A copy of said Certificate of Approval is on file at the OCTV.

8. 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.

9. On or about August 22, 2007, in Docket No. CE07040265, pursuant to N.J.S.A. 48:5A-16 and 17, the Board issued an Automatic Renewal Certificate of Approval to Petitioner for the continued construction, operation and maintenance of the System in and for the City. A copy of said Automatic Certificate of Approval is on file at the OCTV.

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 April 21, 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 City.

11. On or about July 28, 2012, a public hearing was held by the City with respect to Petitioner's Municipal Application, during which all interested persons desiring to be heard were so heard.

12. On or about October 23, 2014, the City adopted Ordinance 28 of 2014 (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 City. A copy of the Ordinance is annexed hereto as Exhibit A.

13. On or about November 25, 2014 Comcast filed its formal acceptance of the terms and conditions of the Renewal of Municipal Consent granted by the City, 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 City, 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 City 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 a Renewal Certificate of Approval for the City 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 City 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 City is part of larger regional cable television systems serving numerous other municipalities contiguous to and surrounding the City.

19. As also set forth in the COA Application and other information on file at the OCTV, the City 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 City, 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 City 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 City and the larger cable television systems generally. Further, continuation of Comcast's operating authority in the City 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 City, 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 City of Somers Point 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 a Renewal Certificate of Approval to Comcast will ensure the continued provision of cable television service to the residents of the City;

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

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 City; 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 City, 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 a Renewal Certificate of Approval to continue to construct, operate and maintain a cable television system in and for the City of Somers Point.

Respectfully submitted,

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

By: 
Dennis C. Linken

Dated: January 21, 2015

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

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Attorneys for Petitioner
Comcast of South Jersey, LLC
File No. 41000.3000

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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 CITY OF)
SOMERS POINT, COUNTY OF ATLANTIC,)
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: January 20, 2015

ORDINANCE NO. 28 OF 2014

AN ORDINANCE GRANTING RENEWAL OF A MUNICIPAL CONSENT TO COMCAST OF SOUTH JERSEY, LLC TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE CITY OF SOMERS POINT, ATLANTIC COUNTY, NEW JERSEY

WHEREAS, by letter dated April 21, 2011 an Application for Renewal of a Municipal Consent City to Operate a Cable TV System in the City of Somers Point ("City") was filed with the Mayor of the City of Somers Point on behalf of Comcast of South Jersey, LLC. ("Petitioner" or "Company"), copies of which were filed with, among others, the Somers Point City Clerk and the New Jersey Board of Public Utilities ("NJBPUP") Office of Cable Television; and

WHEREAS, on May 5, 2011 the Somers Point City Clerk received an acknowledgment of filing from the NJBPUP Office of Cable Television; and

WHEREAS, a public hearing was held by the Somers Point City Council on July 28, 2011 at 7:00 p.m. in the City Council Chambers, City Hall, 1 W. New Jersey Avenue, Somers Point New Jersey 08221 in compliance with N.J.S.A. 48:5A-1 et seq. and N.J.A.C. 14:18-11.6; and

WHEREAS, a summary of the complaints and inquiries which were filed with the NJBPUP Office of Cable Television (which serves as the City's Complaint Officer) office between January 1, 2008 and September 30, 2013 was reviewed and taken into consideration by the Somers Point City Council and determined not to constitute an impediment to the request for a franchise renewal; and

WHEREAS, a Municipal Consent had been granted by the Somers Point City Council to Sammons Communications as predecessor to Comcast of South Jersey in 1975, which was subsequently renewed in 1987 for a term of 10 years, was again renewed in 1997 for a term of 10 years with a 5 year automatic renewal, each of which was reviewed and approved by the NJBPUP; and

WHEREAS, although the term of Petitioner's Municipal Consent and Certificate of Approval last approved by the NJBPUP expired on January 23, 2012, the Petitioner and representatives of the City have negotiated in good faith during the interim period, and the Petitioner has continued to provide cable television service to the City pursuant to N.J.S.A. 48:5A-25, pending disposition of proceedings regarding the renewal of its Municipal Consent Certificate

Now, **THEREFORE**, it is hereby **ORDAINED** by the City Council of the City of Somers Point as follows:

SECTION 1. PURPOSE OF THE ORDINANCE

The CITY OF SOMERS POINT hereby grants to Comcast of South Jersey, LLC a 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 City, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance of a cable television and communications system in the City of Somers Point.

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 the New Jersey Administrative Code, N.J.A.C. 14:18-11.6 and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "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.*
- b. "Application" is the Company's Application for Renewal of Municipal Consent.
- c. "Basic Cable Service" means any service tier, which includes the re-transmission of local television broadcast signals as defined by the FCC.
- d. "Board" "NJBP" or "BPU" is the New Jersey Board of Public Utilities.
- e. "City" or "Municipality" is the City of Somers Point, County of Atlantic, and State of New Jersey.
- f. "Company" or "Petitioner" is the grantee of rights under this ordinance and is known as Comcast of South Jersey, LLC.
- g. "Educational access" shall mean noncommercial use by educational institutions such as public or private schools, but not home schools, community colleges, and universities.
- h. "Expanded Basic Cable Service" means the tier of cable service in effect at the time of the adoption of this Ordinance which includes two (2) tiers (Limited Basic and Expanded Basic) or its equivalent during the term of this Ordinance which may be from time to time offered by the Petitioner or Petitioner's successor.

- i. "FCC" is the Federal Communications Commission.
- j. "Franchise Term" and "Automatic Extension Term" are as defined in Section 4 of this Ordinance.
- k. "Government access" shall mean noncommercial use by the governing body of City of Somers Point, which is shared with the governing bodies of the Cities of Linwood and Northfield.
- l. "Governing Body" is the Somers Point City Council.
- m. "Office" or "OCTV" is the Office of Cable Television of the Board.
- n. "Ordinance" means Ordinance No. 28 of 2014.
- o. "Primary Service Area" or "PSA" consists of the area of the City 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 City, 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 City having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the City 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; and does further find that the Company has continued to provide cable television service to the City pursuant to N.J.S.A. 48:5A-25, pending disposition of proceedings regarding the renewal of its Municipal Consent Certificate.

SECTION 4. DURATION OF FRANCHISE BY MUNICIPAL CONSENT

The non-exclusive Municipal Consent granted herein shall expire fifteen (15) years from January 23, 2012, (the "Franchise Term") the date of expiration of the previous Certificate of Approval issued by the Board with an automatic ten (10) year renewal (the "Automatic Extension Term") as allowed by N.J.S.A. 48:5A-19 and 25, and N.J.A.C. 14:18-13.6.

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 City 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 City 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 City and any property subsequently annexed thereto.

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 at no cost beyond standard and non-standard installation charges, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application, with a HPM of 30.

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.

During the Term of this Franchise and any Automatic Extension Term thereof, the Company shall be subject to and shall comply with the generally-applicable requirements of Chapter 220 of the Municipal Code of the City of Somers Point, entitled "Streets and Sidewalks," as the same may be from time-to-time supplemented or amended. Notwithstanding, the Board [of Public Utilities] considers its authority to have precedence over the municipal ability to set specifications for the construction of cable service facilities (N.J.S.A. § 48:5A-10(a)). Pursuant to that authority, every cable service company is mandated to perform construction and installation of its plant and facilities in accordance with the requirements of N.J.A.C. § 14:18-2.1, which affords every cable service company the capability to design and construct its facilities in a manner that meets the technical standards promulgated by the Board or the FCC. This preemption does not affect those duties that the municipality is authorized to perform pursuant to its police powers for the purpose of protecting its citizens. However, the all-inclusive franchisee fee supersedes and covers all individual permit fees, such as for road opening and other costs attributable to cable operations. Moreover, the City shall not use its legislative powers to effectively amend the provisions of this Franchise subsequent to the Effective Date in such a manner as to have a material adverse effect on the rights of the company set forth herein, or to adopt ordinances that are applicable only to the Company.

Relocation: If at any time during the period of this consent, the City shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the City, shall remove, re-lay or relocate its equipment, at the sole 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 City so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

SECTION 9. CUSTOMER SERVICE

In providing 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 City upon written request of the City Administrator or City 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 City to express any comment with respect to accessibility by telephone or otherwise 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 City 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 City shall have the right to request copies of records and reports pertaining to complaints by City's 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 eight (8) hours per day five (5) days per week. The Company currently maintains a local business office at 901 West Leeds Avenue, Absecon, NJ 08201.

SECTION 12. PERFORMANCE BONDS

During the life of the franchise, including any renewal term, the Company shall give to the City 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 comparable tier of cable television service on one (1) outlet at no cost to each existing and future public and private, elementary, intermediate and secondary school in the City provided the school is within 200 feet of active cable distribution plant.

Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service. Monthly service charges shall be waived on all additional outlets.

b. The Company shall provide Expanded Basic or a comparable tier of cable television service at no cost on one (1) outlet to each present and future police, fire, emergency management facility, library, Youth Center, Senior Center, Community Center, Office of Recreation, and other City offices including but not limited to the Construction Office, Tax Assessor's Office, Historical Society Building, and Department of Public Works, provided the facility is located within 200 feet of active cable distribution plant.

Each additional outlet installed in such facility, if any, shall be paid for on a materials plus labor basis by the City. Monthly service charges shall be waived on all additional outlets.

c. The Company shall provide free basic Internet service, via high-speed cable modem, to one (1) non-networked personal computer in each qualified existing and future public school in the City, elementary, intermediate and secondary, at no charge provided the facility is located within 200 feet of active cable distribution plant. The Internet service shall be installed on a personal computer that is accessible to the students and not for administrative use only.

d. The Company shall provide free basic Internet access via high-speed cable modem on one (1) non-networked personal computer in each qualified existing and future public library at no charge provided the facility is located

within 200 feet of active cable distribution plant. The Internet service shall be installed on a personal computer that is accessible to library patrons and not for administrative use only.

e. The Company will continue to provide one channel for educational and governmental ("EG") access for the shared use by the municipalities of the City of Somers Point, City of Northfield, and City of Linwood (Collectively, "Municipalities") as more specifically set forth in Section 15.

f. The Company shall pay to the City a one-time technology grant in the amount of Sixty Five Thousand Dollars (\$65,000.00) to be paid within three (3) months of the issuance of a Renewal Certificate of Approval by the BPU.

g. Upon reasonable written request of the Mayor, Council President, or City Administrator, a representative of the Petitioner shall appear, but not more frequently than annually, at a public hearing, public meeting, or public work session of the Governing Body, to discuss matters pertaining to the provision of cable television service to residents of the City, and any other cable television - related issues as the Governing Body, the Petitioner, and the public may deem appropriate to discuss.

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, 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. The Company will continue to provide one channel for educational and governmental ("EG") access for the shared use by the municipalities of the City of Somers Point, City of Northfield, and City of Linwood (Collectively, "Municipalities").

b. The Company will provide and maintain the cable, modulators and equipment necessary for the education-government access channel to send a signal to the Company, and to receive the return feed signal. The Company will not be responsible for the acquisition or maintenance of any studio facility or equipment used for the access channel including, but not limited to cameras, editing decks, monitors, character generators, etc.

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 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. Company Use of Fallow Time. Because blank or underutilized EG channels are not in the public interest, in the event the Municipality or other EG access users elect not to fully program their EG access channel, Company may program unused time on those channels (at its discretion and for any purpose), subject to reclamation by the Municipality upon no less than 60 days written notice.

i. Limited Indemnity, The City and the Company acknowledge that the EG access channel is currently operated and maintained by the Municipalities' designated access administrator, Mainland Regional High School which videotapes and airs various public meetings within the Municipalities. Without waiving its defenses and immunities under Title 59 of the New Jersey Statutes, to the extent that an employee or elected official of the City of Somers Point submits any item to be aired on the EG channel knowing that such airing will violate the intellectual property rights of third parties, upon written notice of such claim and a finding by a Court of competent jurisdiction that such a violation did occur, the City shall indemnify the Company for any liability, loss or damage directly and proximately caused by such violation. The City shall be given proper and prompt notice of any such claim and shall be provided the opportunity, but not an obligation, to participate in the defense of any such action.

The City reserves the right to designate a different designated access channel administrator on its behalf.

SECTION 16. EMERGENCY USES

The Company shall 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 City or any other person, during an emergency, if for any reason the City is unable to make full use of the cable television system as contemplated herein.

Section 17. RIGHT TO REVIEW

The City reserves the right, at its discretion, to review the performance of the Petitioner with regard to this Ordinance during the Franchise Term and the Automatic Extension Term. If the Governing Body determines that the Petitioner has failed to substantially comply with any one or more of the material terms and conditions of this Ordinance, the City shall provide written

notice to the Petitioner of such alleged incidents of non-compliance, and shall grant Petitioner ninety (90) days to cure such deficiency (the "Cure Period").

If, after the expiration of the Cure Period, in the opinion of the Governing Body the deficiency has not been satisfactorily cured, the City may petition the Board pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval, reduction of the Franchise Term and / or Automatic Extension Term, or such other relief as may be deemed appropriate and allowed by law or in equity.

SECTION 18. LIABILITY INSURANCE

The Company shall at all times maintain a comprehensive general liability insurance policy with a minimum 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 minimum amount of \$5,000,000.

SECTION 19. INCORPORATION OF THE APPLICATION

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendments 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 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 thirty-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 passage and publication, according to law, and issuance of a Renewal Certificate of Approval by the BPU.

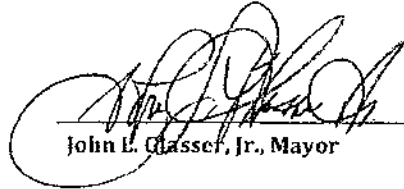
SECTION 23. CODIFICATION

Upon approval of the BPU this Ordinance shall be codified in the Somers Point Municipal Code as Appendix A269 COMCAST MUNICIPAL CONSENT AND FRANCHISE.

FIRST READING: OCTOBER 9, 2014

PUBLICATION: OCTOBER 15, 2014

FINAL PASSAGE: OCTOBER 23, 2014



John L. Glasser, Jr., Mayor

10/23/14
Date

Certified to be a true & correct copy of an
Ord. adopted at a meeting
of the Somers Point City Council on
the 23 day of October, 2014
Carol L. Degrassi
Carol L. Degrassi City Clerk



Exhibit B

Comcast
1191 Fries Mill Road
Franklinville, NJ 08322
856-740-4146
856-694-6001
www.comcast.com
www.comcastcorporation.com

November 25, 2014

Mayor Jack Glasser and
Members of the City Council
City of Somers Point
1 West New Jersey Avenue
Somers Point, NJ 08244

Dear Mayor Glasser and Members of the City Council:

Please accept this letter as our formal acceptance of Ordinance No. 28 of 2014 adopted October 23, 2014, which grants Comcast of South Jersey, LLC, renewal of municipal consent to construct, connect, operate and maintain a cable television and communications system in the City of Somers Point.

We must now petition the New Jersey Board of Public Utilities for issuance of a Renewal Certificate of Approval with the municipality.

Comcast greatly appreciates the City's favorable consideration of this ordinance and we look forward to a long and mutually beneficial relationship with the City of Somers Point.

If you have any questions regarding this or any other Comcast-related matter, please do not hesitate to contact me directly at 856-740-4146.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred J. DeAndrea".

Fred J. DeAndrea
Comcast Director of Government & Regulatory Affairs

cc: Carol Degrassi, City Clerk
James E. Franklin, City Solicitor
Lawanda Gilbert, Acting Director, NJ Board of Public Utilities Office of Cable Television (w/enc)
Stephen Fitzgibbons, Comcast Senior Director of Government & Regulatory Affairs (w/enc)
William J. Kettleson, Comcast Regional Vice-President of Government and Regulatory Affairs (w/enc)
Dennis C. Linken, Esq. Scarinci Hollenbeck (w/enc)