

DENNIS C. LINKEN | Partner  
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December 8, 2015

*Level 12/11/15*  
DEC 09 2015  
*CMS*

RECEIVED

DEC 09 2015

BOARD OF PUBLIC UTILITIES  
MAIL ROOM

Irene Kim Asbury, Secretary  
NJ Board of Public Utilities  
44 South Clinton Avenue, 9th Floor  
Trenton, NJ 08625

Re: In the Matter of the Petition of Comcast of Plainfield, LLC, for a Renewal Certificate of Approval to Continue to Construct, Operate and Maintain a Cable Television System in and for the City of Plainfield, County of Union, State of New Jersey  
Docket No. CE15040497  
Our File No. 41000.3000

Dear Secretary Asbury:

Enclosed herewith please find the original and eleven (11) copies of a Verified Amended Petition filed on behalf of Comcast of Plainfield, LLC ("Comcast"), with respect to the above-captioned matter. On April 29, 2015, together with its initial Petition, Comcast filed an Application for Renewal of a Certificate of Approval ("Application") in this proceeding; said Application is incorporated herein by reference.

Kindly file the Amended Petition and please return the extra copy of this letter and the 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*

Dennis C. Linken  
For the Firm

DCL:dp

*Case Mgmt  
Legal  
C. Pachin  
Cable*

cc:w/enc. Lawanda R. Gilbert, Director (via first class mail)  
Maria T. Novas-Ruiz, Assistant Deputy Rate Counsel (via first class mail)  
Abubakar Jalloh, City Clerk (via first class mail)  
Charles L. Smith III, Senior Director of Government and Regulatory Affairs  
(via first class mail)

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

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MAIL ROOM

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

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IN THE MATTER OF THE PETITION OF )  
)  
COMCAST OF PLAINFIELD, LLC, FOR A )  
)  
RENEWAL CERTIFICATE OF APPROVAL )  
)  
TO CONTINUE TO CONSTRUCT, OPERATE )  
)  
AND MAINTAIN A CABLE TELEVISION )  
)  
SYSTEM IN AND FOR THE CITY OF )  
)  
PLAINFIELD, COUNTY OF UNION, STATE )  
)  
OF NEW JERSEY )  
\_\_\_\_\_ )

**VERIFIED AMENDED PETITION**

Docket No. CE15040497

Comcast of Plainfield, 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 Plainfield, Union County, New Jersey (“City” or “Plainfield”). In support of its Amended 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 73 Rock Ave., Plainfield, New Jersey 07060.

3. On or about August 3, 1979, in Docket No. 795C-6470, pursuant to N.J.S.A. 48:5A-17(a) and (b), and N.J.S.A. 48:5A-28(c), the Board issued a Certificate of Approval to Plainfield Cablevision, Inc. to construct, operate and maintain a cable television system in the City. A copy of said Certificate of Approval is on file at the Board.

4. On or about September 1, 1988, Storer Cable Communications of the Plainfields, Inc., d/b/a Storer Cable Communications (“Storer”), pursuant to the Board’s Order of Approval dated June 17, 1988 in Docket No. CM88060717, succeeded to the rights of Plainfield Cablevision, Inc.

5. Pursuant to an Order of Approval issued by the Board in Docket No. CM88080942 on or about September 22, 1988, the stock of Storer Communications, Inc. (“SCI”), parent of Storer, was transferred to Comcast Corporation, Tele-Communications, Inc. (“TCI”) and Knight-Ridder, Inc. (“Knight-Ridder”).

6. On or about April 13, 1989, in Docket No. CE88121314, pursuant to N.J.S.A. 48:5A-17(a) and (b), and N.J.S.A. 48:5A-28(c), the Board issued a Renewal Certificate of Approval (“1989 Renewal COA”) to Storer to continue to construct, operate and maintain the System in the City. A copy of the 1989 Renewal COA is on file at the OCTV.

7. Pursuant to an Order of Approval issued by the Board in Docket No. CM92080843 on or about November 30, 1992, Comcast Corporation acquired TCI’s and Knight-Ridder’s interest in certain SCI subsidiaries, including Storer.

8. On or about April 12, 2001, in Docket No. CE01010030, pursuant to N.J.S.A. 48:5A-17(a) and (b), and N.J.S.A. 48:5A-28(c), the Board issued a Renewal Certificate of

Approval (“2001 Renewal COA”) to Petitioner, previously known as Comcast Cablevision of the Plainfields, Inc., to continue to construct, operate and maintain the System in the City. A copy of said 2001 Renewal COA is on file at the OCTV.

9. On or about April 11, 2012, in Docket No. CE09070571, 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, as modified by the Board’s Order of Amendment of a Renewal Certificate of Approval, also issued April 11, 2012, in Docket Nos. CE09110946 and CE04080880. A copy of said Automatic Renewal Certificate of Approval and said Order of Amendment 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 October 29, 2013, 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 March 20, 2014, 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 February 9, 2015, the City adopted Ordinance MC 2015-03 (“Initial Ordinance”), granting to Petitioner renewal of its Municipal Consent to continue to construct, operate and maintain the System in the City. A copy of the Initial Ordinance is annexed hereto as Exhibit A.

13. On or about March 23, 2015, Comcast filed its formal acceptance of the terms and conditions of the renewal of Municipal Consent granted by the City pursuant to the Initial

Ordinance (the “March 23 letter of acceptance”), in accordance with N.J.S.A. 48:5A-24. A copy of the March 23 letter of acceptance is annexed hereto as Exhibit B.

14. On or about October 13, 2015, the City adopted Ordinance MC 2015-36 (the “Superseding Ordinance”), restating and amending the City’s grant to Petitioner of renewal of its Municipal Consent to continue to construct, operate and maintain the System in the City. The Superseding Ordinance was adopted to clarify the access channels to be provided by Comcast to the City. A copy of the Superseding Ordinance is annexed hereto as Exhibit C.

15. On or about October 22, 2015, Comcast filed its formal acceptance of the terms and conditions of the renewal of Municipal Consent granted by the City pursuant to the Superseding Ordinance (the “October 22 letter of acceptance”), in accordance with N.J.S.A. 48:5A-24. A copy of the October 22 letter of acceptance is annexed hereto as Exhibit D.

16. 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, filed with the Board on April 30, 2015, 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.

17. 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.

18. 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

19. Comcast repeats paragraphs 1 through 18 of COUNT ONE as if set forth fully hereinafter.

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

21. 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 Essex, Hudson, Middlesex, Somerset and Union. 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.

22. The City portion of Comcast's Essex, Hudson, Middlesex, Somerset and Union 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.

23. 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.

24. Comcast believes that a Renewal Certificate of Approval for the City of Plainfield 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 Plainfield, in accordance with the terms and conditions of the Superseding Ordinance.

Respectfully submitted,

SCARINCI & HOLLENBECK, LLC  
Attorneys for Petitioner  
Comcast of Plainfield, LLC

By: *Dennis Linken* *dp*  
Dennis C. Linken

Dated: December 8, 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 Plainfield, LLC  
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**VERIFICATION**

Docket No. CE15040497

Charles L. Smith III hereby certifies as follows:

1. I am Senior Director of Government and Regulatory Affairs of Comcast of Plainfield, LLC, Petitioner in the within matter.
2. I am familiar with the nature and contents of the Amended 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.

\_\_\_\_\_  
Charles L. Smith III

Dated: December \_\_\_\_, 2015

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

SCARINCI & HOLLENBECK, LLC  
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**VERIFICATION**

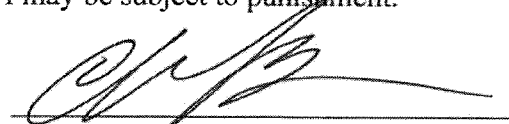
Docket No. CE15040497

Charles L. Smith III hereby certifies as follows:

1. I am Senior Director of Government and Regulatory Affairs of Comcast of Plainfield, LLC, Petitioner in the within matter.
2. I am familiar with the nature and contents of the Amended 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.

Dated: December 8, 2015

  
\_\_\_\_\_  
Charles L. Smith III

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

MC2015 -03

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF PLAINFIELD, 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. "City" or "Municipality" is the City of Plainfield, County of Union, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of Plainfield, 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.

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 required by the Act or otherwise allowable by law, whichever is greater.

The current franchise fee amount for the City is 3.5% pursuant to NJSA 48:5A-30(d).

**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. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area.

**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 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.

## EXHIBIT A

- 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 designed 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, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

### 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. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

- a. The Company shall continue to provide residents with a system-wide public access channel maintained by the Company. Qualified individuals and organizations may utilize public access for the purpose of cablecasting non-commercial access programming in conformance with the Company's published public access rules.
- b. The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.
- c. The Company shall continue to provide a dedicated local access channel maintained by the Company for the purpose of cablecasting non-commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.

## EXHIBIT A

- d. The Company shall take any steps that are necessary to ensure that the signals originated on the access channels are carried without material degradation, and with a signal whose quality is equal to that of the other standard channels that the Company transmits.
- e. The Communications Act of 1934, as amended (47 U.S.C. §543(b)(4)), allows the Company to itemize and/or identify the amount on the monthly bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and governmental channels, or the use of such channels or any other services required under the franchise. The Company reserves its external cost, pass-through rights to the extent permitted by law.

### SECTION 15. COMMITMENTS BY THE COMPANY

- a. The Company shall provide standard installation and basic cable television service on one (1) outlet at no cost to each school in the Municipality, public and private, elementary, intermediate and secondary, including state approved charter schools, 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 except for equipment.
- b. The Company shall provide standard installation and basic cable television service at no cost on one (1) outlet to the following municipal facilities: each police, fire, emergency management facility and public library in the Municipality, City Hall and City Hall Annex, public works main facility and municipal community centers, provided each facility is located 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 Municipality. Monthly service charges shall be waived on all additional outlets except for equipment.
- c. The Company shall continue to provide free basic Internet Service, via high speed modem, to one non-networked personal computer in each school in the City, public and private, elementary, intermediate and secondary, provided each facility is within 200 feet of active cable distribution plant.
- d. With one-year of written request from the City, the Company shall make available, at no cost to the City, a dedicated educational access channel ("educational access channel") and return line to be maintained by the Company for the purpose of cablecasting non-commercial educational access programming in conformance with the Company's guidelines and applicable State and federal statutes and regulations. In addition, the Company will provide, at no cost to the City, a second origination site return line for the education access channel to be constructed with one-year of the activation of the first origination site return line. All return lines must be within 200 feet of active cable distribution plant.
- e. Within 6 months of the issuance of the renewal Certificate of Approval by the Board, the Company will provide a one-time access related technology grant in the amount of \$100,000.
- f. The Company shall provide an additional grant of \$75,000 in support of cable related and communications programs, or needs as otherwise determined by the Township, which grant shall be payable in annual installments, in the amount of \$5,000 per year for the term of the franchise. Payment will be due on May 1, of each year of the term of the franchise.
- g. The Company shall continue to make available to the City, the Company's mobile production vehicle for the purpose of producing non-commercial community, governmental or educational access programming, consistent with the Company's written rules and regulations concerning the use of the mobile production vehicle and to the extent that such mobile production vehicle is offered by the company.
- h. The Company shall continue to periodically provide training for individuals and organizations that assist in the production of programming for the channels provided herein to the extent that such training is offered by the company.

## EXHIBIT A

- i. Company representative shall appear upon reasonable written request of the Borough, at a public hearing of the Mayor and Council or before the Borough's Cable Television Advisory Committee, to discuss matters pertaining to the provision of cable service to residents of the City and other related issues as the City and Company may see fit.

### SECTION 16. 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 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 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 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.

EXHIBIT A

FIRST READING

January 26, 2015

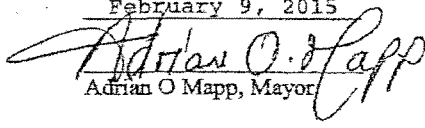
SECOND READING & FINAL PASSAGE

February 9, 2015

ADOPTED BY THE CITY COUNCIL

February 9, 2015

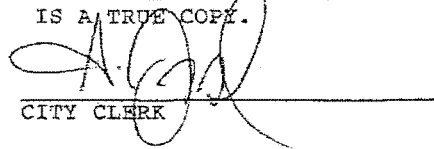
APPROVED BY THE MAYOR

  
Adrian O Mapp, Mayor

ATTESTED BY THE CITY COUNCIL

February 17, 2015  
Abubakar Jalloh, Municipal Clerk

THIS WILL CERTIFY THAT THE FOREGOING  
IS A TRUE COPY.

  
\_\_\_\_\_  
CITY CLERK





March 23, 2014

Hon. Adrian O. Mapp  
And Members of the Governing Body  
City of Plainfield  
515 Watchung Avenue  
Plainfield, NJ 07060

Dear Mayor Mapp and Members of the Governing Body:

On March 16, 2015 we received a certified copy of the City of Plainfield Ordinance MC 2015-03 adopted on February 9, 2015, granting Renewal of Municipal Consent to Comcast of Plainfield, LLC to continue to operate and maintain a cable television and communications system in Plainfield.

Please accept this letter as formal acceptance of the ordinance. As you may know, Comcast must now petition the New Jersey Board of Public Utilities for issuance of a renewal Certificate of Approval.

Also, I would like to express a sincere thank you to Director Ron West, City Administrator Rich Smiley and the Plainfield Cable Committee for their professionalism demonstrated throughout the renewal process.

Sincerely,

Charles L. Smith III  
Director of Government and Regulatory Affairs

cc: Abubakar Jalloh, City Clerk  
Lawanda R. Gilbert, Acting Director, NJBPU Office of Cable Television  
Ralph McCellan, Senior Director of Franchise Affairs, Comcast  
Dennis C. Linken, Esq., Scarinci Hollenbeck

**CITY OF PLAINFIELD**

MC 2015-36

**AN ORDINANCE TO AMEND THE RENEWAL OF THE MUNICIPAL CONSENT TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN THE CITY OF PLAINFIELD, NEW JERSEY.**

**BE IT ENACTED BY THE MAYOR AND COUNCIL OF THE CITY OF PLAINFIELD, 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:

"City" or "Municipality" is the City of Plainfield, County of Union, State of New Jersey.

"Company" is the grantee of rights under this Ordinance and is known as Comcast of Plainfield, LLC.

"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.

"FCC" is the Federal Communications Commission.

"Board" or "BPU" is the Board of Public Utilities, State of New Jersey.

"Office" or "OCTV" is the Office of Cable Television of the Board.

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

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

"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.

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 required by the Act or otherwise allowable by law, whichever is greater. The current franchise fee amount for the City is 3.5% pursuant to N.J.S.A. 48:5A-30(d).

**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. The Company's Line Extension Policy, as set forth in the Company's Application, shall govern any extension of plant beyond the Primary Service Area.

**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 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.

- The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- Nothing herein shall impair the right of any subscriber or the 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 designed 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, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

**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. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

· The Company shall continue to provide a system-wide leased access channel maintained by the Company for the purpose of cablecasting commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.

· The Company shall continue to provide a dedicated local access channel maintained by the Company for the purpose of cablecasting non-commercial access programming in conformance with the Company's guideline and applicable state and federal statutes and regulations.

· The Communications Act of 1934, as amended (47 U.S.C. §543(b)(4)), allows the Company to itemize and/or identify the amount on the monthly bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and governmental channels, or the use of such channels or any other services required under the franchise. The Company reserves its external cost, pass-through rights to the extent permitted by law.

**SECTION 15. COMMITMENTS BY THE COMPANY**

- The Company shall provide standard installation and basic cable television service on one (1) outlet at no cost to each school in the Municipality, public and private, elementary, intermediate and secondary, including state approved charter schools, 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 except for equipment.
- The Company shall provide standard installation and basic cable television service at no cost on one (1) outlet to the following municipal facilities: each police, fire, emergency management facility and public library in the Municipality, City Hall and City Hall Annex, public works main facility and municipal community centers, provided each facility is located 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 Municipality. Monthly service charges shall be waived on all additional outlets except for equipment.
- The Company shall continue to provide free basic Internet Service, via high speed modem, to one non-networked personal computer in each school in the City, public and private, elementary, intermediate and secondary, provided each facility is within 200 feet of active cable distribution plant.
- With one-year of written request from the City, the Company shall make available, at no cost to the City, a dedicated educational access channel ("educational access channel") and return line to be maintained by the Company for the purpose of cablecasting non-commercial educational access programming in conformance with the Company's guidelines and applicable State and federal statutes and regulations. In addition, the Company will provide, at no cost to the City, a second origination site return line for the education access channel to be constructed with one-year of the activation of the first origination site return line. All return lines must be within 200 feet of active cable distribution plant.
- Within 6 months of the issuance of the renewal Certificate of Approval by the Board, the Company will provide a one-time access related technology grant in the amount of \$100,000.
- The Company shall provide an additional grant of \$75,000 in support of cable related and communications programs, or needs as otherwise determined by the Township, which grant shall be payable in annual installments, in the amount of \$5,000 per year for the term of the franchise. Payment will be due on May 1, of each year of the term of the franchise.
- The Company shall continue to make available to the City, the Company's mobile production vehicle for the purpose of producing non-commercial community, governmental or educational access programming, consistent with the Company's written rules and regulations concerning the use of the mobile production vehicle and to the extent that such mobile production vehicle is offered by the company.
- The Company shall continue to periodically provide training for individuals and organizations that assist in the production of programming for the channels provided herein to the extent that such training is offered by the company.
- Company representative shall appear upon reasonable written request of the Borough, at a public hearing of the Mayor and Council or before the Borough's Cable Television Advisory Committee, to discuss matters pertaining to the provision of cable service to residents of the City and other related issues as the City and Company may see fit.

**SECTION 16. 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 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 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 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.


SCHEDULED BY THE MUNICIPAL COUNCIL

**October 5, 2015**

Abubakar Jalloh, R.M.C.  
Municipal Clerk

**CLERK'S CERTIFICATION**

I, Abubakar Jalloh, City Clerk of the City of Plainfield do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Plainfield City Council.

  
Abubakar Jalloh, R.M.C.  
Municipal Clerk



October 22, 2015

Hon. Adrian O. Mapp  
And Members of the Governing Body  
City of Plainfield  
515 Watchung Avenue  
Plainfield, NJ 07060

Dear Mayor Mapp and Members of the Governing Body:

On October 22, 2015 we received a certified copy of the City of Plainfield Ordinance MC 2015-36 adopted on October 13, 2015, amending Ordinance 2015-03, and granting Renewal of Municipal Consent to Comcast of Plainfield, LLC to continue to operate and maintain a cable television and communications system in Plainfield.

Please accept this letter as formal acceptance of the ordinance. The amended ordinance will be filed with our petition to the New Jersey Board of Public Utilities for issuance of a renewal Certificate of Approval.

Also, I would like to express a sincere thank you to Director Ron West, City Administrator Rich Smiley and the Plainfield Cable Committee for their professionalism demonstrated throughout the renewal process.

Sincerely,

Charles L. Smith III  
Director of Government and Regulatory Affairs

cc: Abubakar Jalloh, City Clerk  
Lawanda R. Gilbert, Director, NJBPU Office of Cable Television  
Ralph McCellan, Senior Director of Franchise Affairs, Comcast  
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