



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
*Two Gateway Center*  
*Newark, NJ 07102*

CABLE TELEVISION

IN THE MATTER OF THE PETITION OF	)	
CSC TKR, INC. D/B/A CABLEVISION OF	)	<b>RENEWAL</b>
RARITAN VALLEY FOR RENEWAL OF A	)	<u>CERTIFICATE OF APPROVAL</u>
CERTIFICATE OF APPROVAL TO CONTINUE	)	
TO OPERATE AND MAINTAIN A CABLE	)	
TELEVISION SYSTEM IN THE BOROUGH	)	
OF DUNELLEN, COUNTY OF MIDDLESEX,	)	
STATE OF NEW JERSEY	)	BPU DOCKET NO. CE01080478

Schenck, Price, Smith & King, Morristown, New Jersey, by James Eric Andrews, Esq., for the Petitioner.

Borough Clerk, Borough of Dunellen, Mary G. Blue, for the Borough.

BY THE BOARD<sup>1</sup>:

On August 12, 1977, the Board granted Cross Country Cable, Ltd. ("Cross Country") a Certificate of Approval in Docket No. 774C-6270, for the construction, operation and maintenance of a cable television system in the Borough of Dunellen ("Borough"). On February 5, 1982, the Board approved the transfer of the Certificate from Cross Country to TKR Cable Company ("TKR") in Docket No. 8112C-6860. On July 23, 1990, the Board issued a Renewal Certificate of Approval to TKR in Docket No. CE89050465. On April 2, 1997, the Certificate was transferred to TCI Atlantic, Inc. d/b/a TKR Cable Company ("TCI") in Docket No. CM96040359. On December 17, 1997, the Certificate was transferred from TCI to CSC TKR, Inc. d/b/a Cablevision of Raritan Valley ("Petitioner") in Docket No. CF97090674. Although the Petitioner's Certificate expired on August 12, 1999, it is authorized to continue to provide cable television service to the Borough pursuant to N.J.S.A. 48:5A-25.

The Petitioner filed an application for the renewal of its municipal consent with the Borough on or about February 19, 1999, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13. The Borough, after public hearing, adopted an ordinance on April 16, 2001. The Petitioner accepted the ordinance on May 1, 2001.

<sup>1</sup> Commissioner Carol J. Murphy did not participate in the deliberations or vote on this matter.

On August 2, 2001, pursuant to N.J.S.A. 48:5A-16, the Petitioner filed with the Board for a renewal of its Certificate of Approval for the Borough. The Board has reviewed the application for municipal consent, the petition for a Renewal Certificate of Approval, and the renewal municipal consent ordinance. Based upon this review and the recommendation of the Office of Cable Television, the Board HEREBY FINDS the following:

1. The Petitioner possesses the requisite legal, character, financial and technical qualifications for the awarding of a Renewal Certificate of Approval. Further, the Borough reviewed these qualifications in conjunction with the municipal consent process. See N.J.S.A. 48:5A-22 to 29 and N.J.A.C. 14:18-13.
2. The design and technical specifications of the system will ensure that the Petitioner provides safe, adequate and proper service.
3. The Petitioner has represented that all previously required construction within the franchise territory is complete.
4. The franchise period as stated in the ordinance is fifteen years from the date of issuance of this Certificate with an automatic renewal provision for a term of ten years thereafter pursuant to N.J.S.A. 48:5A-19 and -25. The Office of Cable Television finds these periods to be of reasonable duration.
5. The Petitioner's rates shall be regulated and tariffs shall be filed for all services, in accordance with the rules and regulations of the Federal Communications Commission, the Board and the Office of Cable Television. The Petitioner shall maintain informational tariffs for unregulated service rates and promptly file any revisions thereto.
6. Pursuant to N.J.S.A. 48:5A-26(b), the ordinance specifies a complaint officer. In this case, it is the Office of Cable Television. All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5.
7. The Petitioner shall maintain a local business office or agent for the purpose of receiving, investigating and resolving complaints. The current local office serving this provision is located at 275 Centennial Avenue in Piscataway Township.
8. The franchise fee to be paid to the Borough is specified to be 2% of the Petitioner's gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception service in the Borough. Additional regulatory fees shall be paid to the State in an amount not to exceed 2% of Petitioner's gross operating revenues derived from intrastate operations. The Board finds these fees to be reasonable.
9. The Petitioner shall utilize the line extension policy ("LEP") attached to the Certificate (Appendix "I"). The minimum homes per mile figure ("HPM") is 25.

10. The Petitioner shall provide public, educational and governmental ("PEG") access channels and facilities in accordance with its renewal application and the renewal ordinance.
11. The Petitioner shall provide the Borough with PEG access equipment, such as an "ENG pack" and accessories, not to exceed \$10,000.00.
12. The Petitioner also provides some access time on its local origination ("L.O.") channel and cablecasts public service announcements for non-profit organizations. The Petitioner provides some access equipment for use by its franchised municipalities and their residents.
13. Upon request, the Petitioner shall provide the standard installation and basic service to one outlet, free-of-charge, to the following: a) each State accredited public school, including the High School, Faber School and Lincoln School; b) Dunellen Fire Department; c) Dunellen Rescue Squad; d) the Construction Department; e) all public libraries; f) the Borough Hall; and g) the Borough Garage, located in the Borough. In addition, the Petitioner shall wire each classroom of Faber Elementary School with one outlet for a cost not to exceed \$7,000.00.
14. The Petitioner shall implement a 10% discount for senior citizens, who meet the income and residency requirements of the Pharmaceutical Assistance to the Aged and Disabled (PAAD) program.

Based upon these findings, the Board HEREBY CONCLUDES that, pursuant to N.J.S.A. 48:5A-17(a) and 28(c), the Petitioner has sufficient financial and technical capacity and meets the legal, character and other qualifications necessary to construct, maintain and operate the necessary installations, lines and equipment and is capable of providing the proposed service in a safe, adequate and proper manner.

Therefore, the Petitioner is HEREBY ISSUED this Renewal Certificate of Approval as evidence of Petitioner's authority to construct and operate a cable television system within the entirety of the Borough.

This Renewal Certificate is subject to all applicable State and federal laws, the rules and regulations of the Office of Cable Television, and any such lawful terms, conditions and limitations as currently exist or may hereafter be attached to the exercise of the privileges granted herein.

The Petitioner shall adhere to the operating standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. Section 76.1 et seq. Any modifications to the provisions thereof shall be incorporated into this Certificate. Additionally and more specifically, the Petitioner shall adhere to the technical standards of 47 C.F.R. Part 76, Subpart K.

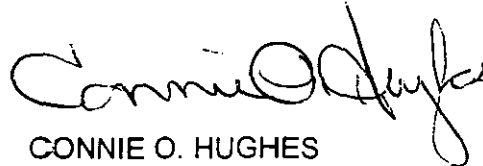
Failure to comply with all applicable laws, rules, regulations and orders of the Board or Office of Cable Television and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this Certificate.

This Renewal Certificate is issued on the representation that the statements contained in the Petitioner's applications are true, and the undertakings therein contained shall be adhered to and enforceable unless specific waiver is granted by the Office of Cable Television pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

This Certificate shall expire fifteen years from the date of this Order.

DATED: *November 8, 2001*

BOARD OF PUBLIC UTILITIES  
BY:

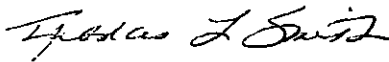


CONNIE O. HUGHES  
PRESIDENT



FREDERICK F. BUTLER  
COMMISSIONER

ATTEST:



FRANCES L. SMITH  
BOARD SECRETARY

**I HEREBY CERTIFY that the within  
document is a true copy of the original  
in the files of the Board of Public Utilities**



Frances L. Smith, Esq.  
Secretary

APPENDIX "I"

**Office of Cable Television  
Line Extension Policy**

Company            CSC TKR, Inc. d/b/a Cablevision of Raritan Valley  
Municipality       Borough of Dunellen  
Docket No.        CE01080478

A cable operator is required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system.

Actual subscribers served by the extension are required to absorb the remainder of the cost.

If new subscribers are added to the extension the cost is adjusted and those who previously paid receive an appropriate rebate.

1.     $\frac{\text{\# of homes in extension}}{\text{mileage of extension}} = \text{homes per mile (HPM) of extension}$
2.     $\frac{\text{HPM of extension}}{\text{Minimum HPM that company actually constructs in the system}^*} = \text{ratio of the density of the extension to the minimum density which the company constructs in the system ("A")}$
3.    Total cost of building the extension times "A" = company's share of extension cost
4.    Total cost of building extension less company's share of extension cost = total amount to be recovered from subscribers
5.     $\frac{\text{Total amount to be recovered from subs}}{\text{Total subscribers in extension}} = \text{each subscriber's share}$

In any case, the company shall extend its plant along public rights of way to:

1.    All residences and businesses within 150 aerial feet of the operator's existing plant at no cost beyond the normal installation rate.
2.    All residences and businesses within 100 underground feet of the operator's plant at no cost beyond the normal installation rate.

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\*        The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes that the company has historically constructed at its own cost. This is a function of the operator's break-even point and its rate of return. Unbuilt systems will use the primary service area rather than construction.

The operator's installation policies shall apply to construction beyond the public right of way.

Detailed accounting and/or financial information to support the minimum HPM shall be supplied to the Office for its approval in such form as required. The minimum HPM shall be updated as appropriate.

When a request for service is received, and unless good cause is shown, cable companies shall:

1. Provide a written estimate within 30 days of such a request.
2. Begin construction within 60 days of receipt of any deposit monies from potential subscribers.
3. Complete construction within six months of receipt of any deposit monies from potential subscribers.
4. Inform each home passed along the extension of the potential costs for subscribers.

Subscribers who pay for an extension shall be entitled to rebates in the following manner:

1. If the company acquires new subscribers subsequent to the initial calculation of step 5 above, the formula will be adjusted and those who have previously paid for the extension will be entitled to an appropriate rebate. In no event shall the amount of the rebate exceed the subscriber's contribution.
2. The company shall keep accurate records of the cost of the extension, the amounts paid by subscribers and any appropriate adjustments.
3. The company shall notify subscribers in the extension of their rights and responsibilities concerning the extension.
4. Once an individual dwelling has paid its share of the extension cost future reconnections or installations shall be made at the company's standard rates.
5. After a period of five years from the installation of the first dwelling unit in the extension no further adjustments shall be made. Installations after five years shall be at the company's standard rate.
6. Once a subscriber is installed, that person shall not normally be entitled to a refund of any monies paid for the installations, except in accordance with the rebate procedure outlined in this policy.

## **Definitions**

### Primary Service Area

The Primary Service Area (PSA) can be an entire municipality, but in many instances the PSA is a limited area within a community outside of which a line extension policy may apply. The PSA is depicted by a franchise map and narrative, presented and recorded during the franchise proceedings. It normally remains a fixed geographic area throughout the life of the franchise.

### Line Extension Survey

Potential subscribers residing outside the PSA who request service are entitled to an estimate of their share of the cost to secure service. When conducting a survey and estimating costs, a cable company should factor in all potential subscribers who could practicably be included in the extension and give consideration to apparent residential construction in areas contiguous to the proposed extension.

**BOROUGH OF DUNELLEN**

**ORDINANCE NO. 000.07**

**AN ORDINANCE GRANTING MUNICIPAL CONSENT  
FOR THE OPERATION OF A CABLE TELEVISION  
SYSTEM WITHIN THE BOROUGH OF DUNELLEN,  
MIDDLESEX COUNTY, NEW JERSEY TO CSC TKR,  
INC. D/B/A CABLEVISION OF RARITAN**

**WHEREAS**, the governing body of the Borough of Dunellen determined that CSC TKR, Inc. D/B/A Cablevision of Raritan (hereinafter known as "the Company" or "Cablevision") had the technical competence and general fitness to operate a cable television system in the Borough of Dunellen, and by prior action granted its municipal consent for Cablevision to obtain a non-exclusive franchise for the placement of facilities and the establishment of a cable television system in the Borough of Dunellen; and

**WHEREAS**, by application for renewal consent filed with the Borough of Dunellen and the Office of Cable Television on or about April, 1999, Cablevision has sought a renewal of the franchise; and

**WHEREAS**, the Borough of Dunellen having held public hearings has made due inquiry to review Cablevision's performance under the Franchise, and to identify the Borough of Dunellen's future cable-related needs and interests and has concluded that Cablevision has substantially complied with its obligations under the Franchise and has committed to certain undertakings responsive to the Borough of Dunellen's future cable-related needs and interests; and

**WHEREAS**, the governing body of the Borough of Dunellen has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and that, provided Cablevision's proposal for renewal embodies the commitments set forth below, and the Borough Dunellen's municipal consent to the renewal of the Franchise should be given;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Dunellen, County of Middlesex, and State of New Jersey, as follows:

**SECTION 1. DEFINITIONS**

For the purpose of this Ordinance the terms defined above shall have the meanings there indicated, and the following additional terms shall have the following meanings:



- (a) "Act" or "Cable Television Act" shall mean that statute of the State of New Jersey relating to cable television, known as the Cable Television Act, N.J.S.A. 48:5A-1 et seq.
- (b) "Application" shall mean Cablevision's application for Renewal of Municipal Consent, which application is on file in the Municipal Clerk's office of the Borough of Dunellen and is incorporated herein by reference and made a part hereof, except as modified, changed, limited or altered by this Ordinance.
- (c) "Board" shall mean the Board of Public Utilities of the State of New Jersey or its successor agency.
- (d) "Borough" shall mean the governing body of the Borough of Dunellen in the County of Middlesex, and the State of New Jersey.
- (e) "Company" shall mean CSC TKR, Inc., d/b/a Cablevision of Raritan Valley ("Cablevision") the grantee of rights under this Ordinance.
- (f) "FCC" shall mean the Federal Communications Commission.
- (g) "Federal Act" shall mean that federal statute relating to cable communications commonly known as the Cable Communications Policy Act of 1984, 47 U.S.C. Section 521 et seq. and the Telecommunications Act of 1996, or as those statutes may be amended.
- (h) "Federal Regulations" shall mean those federal regulations relating to cable television services, 47 C.F.R. Section 76.1 et seq. (and, to the extent applicable, any other federal rules and regulations relating to cable television, including but not limited to, those described in 47 C.F.R. Section 76.3), or as such regulations may be amended.
- (i) "State" shall mean the State of New Jersey.
- (j) "State Regulations" shall mean those regulations of the State of New Jersey Board of Public Utilities relating to cable television. N.J.A.C. 14:17-1.1 et seq., and N.J.A.C. 14:18-1 et seq., or as such regulations may be amended.

## **SECTION 2. STATEMENT OF FINDINGS**

A public hearing concerning the consent herein granted to Cablevision was held after proper public notice pursuant to the terms and conditions of the Act. Said hearing having been held and fully open to the public, and the municipality having received all comments regarding the qualifications of

Cablevision to receive this consent, the Borough hereby finds Cablevision possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and that Cablevision's operating and construction arrangements are adequate and feasible.

### **SECTION 3. GRANT OF AUTHORITY**

The Borough hereby grants to Cablevision its non-exclusive consent to place in, upon, along, across, above, over, and under its highways, streets, alleys, sidewalks, public ways, and public places in the municipality poles, wires, cables, and fixtures necessary for the maintenance and operation in the Borough of a cable television system, and for the provision of any communication service over such system as may be authorized by federal or State regulatory agencies. Operation and construction, pursuant to said consent, is conditioned upon prior approval of the Board of Public Utilities.

### **SECTION 4. DURATION OF FRANCHISE**

This consent granted herein shall be non-exclusive and shall be for a term of fifteen (15) years from the date of issuance of a Certificate of Approval by the Board.

### **SECTION 5. AUTOMATIC RENEWAL TERM**

The consent granted herein is subject to an automatic renewal term of ten (10) years in accordance with the procedures set forth in N.J.S.A. 48:5A-19 and 25 and N.J.A.C. 14:18-13.6 et seq.

### **SECTION 6. EXPIRATION AND SUBSEQUENT RENEWAL**

If Cablevision seeks successive consent, it shall, prior to the expiration of this consent, apply for a municipal consent and certificate of approval in accordance with N.J.S.A. 48:16, and applicable State and federal rules and regulations. The Company shall also petition the Board for approval authorizing continued operation during the period following expiration of the consent granted herein, and until such a time that a decision is made by the Borough and Board relative to the renewal of said consent.

### **SECTION 7. FRANCHISE TERRITORY**

The consent granted under this Ordinance to Cablevision shall apply to the entirety of the Borough and any property hereafter annexed.

## **SECTION 8. SERVICE AREA**

Cablevision shall extend service to proffer video programming service along any public right-of-way to any person's residence within the portion of the franchise territory, as described in the Application for municipal consent, at tariffed rates for standard and nonstandard installation.

Cablevision shall extend service along any public right-of-way outside its service area to those residences within the franchise territory which are located in areas that have a residential density of twenty-five (25) homes per mile or greater, or areas with less than twenty-five (25) homes per mile where residents agree to share the costs of such extension in accordance with the line extension formula as provided by the Company in its Application for municipal consent.

## **SECTION 9. FRANCHISE FEE**

Pursuant to the terms and conditions of the Cable Television Act, Cablevision shall supply to the Borough, as an annual franchise fee, a sum equal to two percent (2%) of the actual gross revenues received from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception services in the Borough. In the event applicable law hereinafter permits a larger franchise fee to be collected, but does not fix the amount thereof, the Borough and Cablevision shall negotiate in good faith with respect to the amount thereof.

## **SECTION 10. FREE SERVICE**

Cablevision shall provide, free of charge, one (1) standard installation and monthly cable television reception service to all State or locally accredited public schools and all public libraries, as well as municipal buildings located within the Borough as set forth in Exhibit A to this Ordinance. Cablevision will wire the classrooms of Faber Elementary School with one outlet per classroom for a cost not to exceed \$7,000.

## **SECTION 11. CONSTRUCTION/SYSTEM REQUIREMENTS**

Cablevision shall perform construction and installation of its plant and facilities in accordance with applicable State and federal law. The Company shall be subject to the following additional construction requirements with respect to the installation of its plant and facilities in the Borough:

(a) In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways or other surfaces, the Company shall at its sole expense restore

and replace such disturbances in as good a condition as existed prior to the commencement of said work.

(b) 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 Borough shall remove or relocate its equipment, at its own expense.

(c) Upon request of a person holding a building or moving permit issued by the Borough, the Company shall temporarily more or remove appropriate parts of its facilities so as to permit the moving or erection of buildings or for the performance of other work. The expense of any such temporary removal or relocation shall be paid in advance to the Company by the person requesting the same. In such cases, the Company shall be given not less than fourteen (14) days prior written notice in order to arrange for the changes required.

(d) During the exercise of its rights and privilege under this consent, the Company shall have the authority to trim trees upon the overhanging streets, alleys, sidewalks and public places of the Borough so as to prevent the branches of such trees from coming in contact with the wires, cables, conduits and fixtures of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance for the Company's facilities.

#### **SECTION 12. TECHNICAL AND CUSTOMER SERVICE STANDARDS**

Cablevision shall comply with the technical and customer service standards established for the cable industry under applicable federal and State laws, rules and regulations.

#### **SECTION 13. LOCAL OFFICE OR AGENT**

Cablevision shall establish and maintain during the entire term of this consent a local area business office or agent for the purpose of receiving, investigating and resolving complaints regarding the quality of service, equipment malfunctions and similar matters. Said office shall be open daily during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays.

#### **SECTION 14. DESIGNATION OF COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the complaint officer for the Borough pursuant to the provisions of N.J.S.A. 48:5A-26 and any complaints by local subscribers to cable television reception or service shall be filed directly with the said office. All complaints shall be reviewed and a processed in accordance with N.J.A.C. 14:17-6.5.

#### **SECTION 15. LIABILITY INSURANCE**

Cablevision agrees to maintain and keep in force and effect at its sole cost at all times during the term of this consent, sufficient liability insurance naming the Borough as an additional insured and insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts of five hundred thousand dollars (\$500,000) for bodily injury or death to one person and one million dollars (\$1,000,000) for bodily injury or death resulting from any one accident or occurrence stemming from or arising out of the Company's exercise of its rights hereunder.

#### **SECTION 16. PERFORMANCE BOND**

Not later than forty-five (45) days after the effective date of this Franchise, Cablevision shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement, a bond to the municipality in the amount of twenty-five thousand dollars (\$25,000). Such bond shall be to insure the faithful performance of its obligations as provided in this Franchise.

#### **SECTION 17. RATES**

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

B. Cablevision shall implement a senior citizen discount in the amount of ten percent (10%) off the rate for the monthly basic level of cable television reception service to any person sixty-two (62) years of age or older, who subscribe to cable television reception services provided by the Company, subject to the following:

- (i) Such discount shall only be available to eligible senior citizens who do not share the subscription with more than one person in the same household who is less than sixty-two (62) years of age;
- (ii) Subscribers seeking eligibility for the discount must meet the income and residence requirements of the Pharmaceutical Assistance to Aged and Disabled (PAAD) program in the State pursuant to N.J.S.A. 30:4D-21; and
- (iii) The senior citizen discount herein relates only to the entry level basic rate of cable television reception service, and shall not apply to any additional service, feature, or equipment offered by the Company, including

premium channel services and pay-per-view services.

**SECTION 18. EMERGENCY USES**

Cablevision shall be required to have the capability to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Borough pursuant to State and federal requirements. The Company shall in no way be held liable for any injury suffered by the Borough 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. The Borough shall utilize the State-approved procedures for such emergency uses.

**SECTION 19. EQUITABLE TERMS**

A. In the event that the Borough approves or permits a cable system to operate in the community on terms more favorable or less burdensome than those contained in this Ordinance, such more favorable or less burdensome terms shall be applicable in this consent, subject to a petition to the Board of Public Utilities as provided for in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7.

B. In the event that a non-franchised multi-channel video programmer provides service to residents of the Borough, Cablevision shall have a right to request franchise amendments to this Ordinance that relieve Cablevision of regulatory burdens that create a competitive disadvantage to the Company. In requesting amendments, Cablevision shall file with the Board of Public Utilities a petition for approval in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7 seeking to amend the Ordinance. Such petition shall: (i) indicate the presence of a non-franchised competitor(s); (ii) identify the basis for Cablevision's belief that certain provisions of this franchise place it at a competitive disadvantage; and (iii) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Borough shall not unreasonably withhold or object to granting the Company's petition and so amending the Ordinance, subject to a petition to the Board of Public Utilities as provided in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7.

**SECTION 20. REMOVAL OF FACILITIES**

Upon expiration, termination or revocation of this Ordinance, Cablevision at its sole cost and expense and upon direction of the Board of Public Utilities, shall remove the cables and appurtenant devices constructed or maintained in connection with the services authorized herein, unless Cablevision, its affiliated entities or assignees should, within six (6) months after such expiration, termination or

revocation obtain certification from FCC to operate an open video system or any other federal or State certification to provide telecommunications.

#### **SECTION 21. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

A. Cablevision shall continue to make available non-commercial public, educational and governmental (PEG) access as described in the Application for municipal consent.

B. The Borough agrees that Cablevision shall retain the right to use the PEG access channel, or portion thereof, for non-PEG access programming, during times when the Borough is not utilizing the channel for purposes of providing PEG access programming. In the event that the Company uses said PEG access channel for the presentation of such other programming, the PEG programming shall remain the priority use and the Company's rights with respect to using the channel for non-PEG programming shall be subordinate to the Borough's provision of PEG access programming on such channel.

C. Cablevision shall provide the Borough with PEG Access equipment, such as an ENG pack and accessories, not to exceed \$10,000.

#### **SECTION 22. INCORPORATION OF APPLICATION**

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Borough by the Company except as modified herein, are binding upon Cablevision as terms and conditions of this consent. The Application and any other writings submitted by Cablevision in connection with this consent are incorporated in this Ordinance by reference and made a part hereof, except as specifically modified, changed, limited, or altered by this Ordinance, or to the extent that they conflict with State or federal law.

#### **SECTION 23. CONSISTENCY WITH APPLICABLE LAWS**

This consent shall be construed in a manner consistent with all applicable federal, State and local laws.

#### **SECTION 24. SEPARABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

**SECTION 25. EFFECTIVE DATE**

This Ordinance shall take effect upon issuance of a Certificate of Approval as issued by the Board of Public Utilities.

**BE IT FURTHER ORDAINED** that this Ordinance shall take effect upon the passage, and publication as required by law.

Signed this 16 day of April, 2008.

Robert J. Lead  
Mayor

Attest: Mary G. Blue, RMC  
Clerk

7840ORD