

AN ORDINANCE GRANTING A NON-EXCLUSIVE
FRANCHISE TO SUBURBAN CABLEVISION, A
CORPORATION OF NEW JERSEY, TO CONSTRUCT
CONNECT, OPERATE AND MAINTAIN A CABLE
TELEVISION SYSTEM IN THE TOWNSHIP OF
WINFIELD, UNION COUNTY, NEW JERSEY.

WHEREAS, the Township Committee of the Township of Winfield, by Resolution No. 36, and dated January 15, 1979, has determined that Suburban Cablevision of 134 Evergreen Place, East Orange, New Jersey, has the technical competence and general fitness to operate a cable television system in the Township of Winfield;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WINFIELD as follows:

I. PURPOSE OF THE ORDINANCE.

The Municipality hereby grants to the Company its consent to place in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways, and public places in the Municipality poles, wires, cables, undergrown conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Municipality of a cable television system and cable communications system.

II. 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.

F.C.C. Rules and Regulations, 76.5, 47 C.F.R.420, 37 Fed. Reg. 3278 (Feb., 1972) as amended 37 Fed. Reg. 13864 (July, 1972); 37 Fed. Reg. 25884 (Dec., 1972); 40 Fed. Reg. 2690 (Jan., 1975); 41 Fed. Reg. 1063 (Feb., 1976) and the Cable Television Act, N.J.S.A. 48:5A-1 et. seq., and shall in no way be construed to broaden, alter or conflict with the Federal or State definitions;

- (a) "Municipality" is the Municipality of the Township of Winfield, County of Union, in the State of New Jersey.
- (b) "Company" is the grantee of rights under this Ordinance and is known as Suburban Cablevision, a New Jersey corporation.
- (c) "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, 1972, Section 49:5A-1, et. seq.
- (d) "Board" is the Board of Public Utility Commissioners of the New Jersey Department of Energy.
- (e) "Office" is the office of Cable Television, a unit of the New Jersey Department of Energy.

III. STATEMENT OF FINDINGS

Public hearings concerning the franchise herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act. Said hearings having been held as above stated and said hearings having fully open to the public, and the Municipality having received at said hearings all comments regarding the qualifications of the Company to receive this franchise, the Municipality herein finds that the Company possesses the necessary legal, technical, character, and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

IV. DURATION OF FRANCHISE

The consent herein granted shall be for a term of fifteen (15) years from the effective date of this Ordinance and shall be subject to renewal for a period of ten (10) further years; no such renewal shall be granted, however, unless authorized by the Municipality after proper public notice and a public hearing.

V. 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 (2%) percent of the gross revenues from all recurring charges received by the Company from subscribers to its cable television reception service in the Municipality.

VI. FRANCHISE TERRITORY

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

VII. CONSTRUCTION TIMETABLE

Company shall complete all construction of a cable television system within the Municipality within twelve (12) months from the date of this Ordinance.

VIII. EXTENSION OF SERVICE

The Company shall be required to proffer service to any person's residence or business located in those areas of the franchise territory described herein, in accordance with the proposal for the provision of services as described in the application. Any additional extension of the system which is necessary in the future but not contemplated in the application shall be made in accordance with the Office's line extension policy now or hereafter promulgated.

IX. CONSTRUCTION REQUIREMENTS

All appropriate notice shall be given to and permission obtained from the Municipality regarding aspects of construction in which the Municipality has a concern recognized by the Public Utilities Commission.

Restoration: In the event that the Company or its agents shall disturb any pavement, streetsurfaces, sidewalks, driveways, or other surfaces in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good 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 at its expense, remove, re-lay and relocate its equipment.

Temporary Removal of Cable: The Company shall, upon request of the Municipality, at the Company's expense temporarily raise, lower or remove its lines in order to facilitate the moving of buildings or machinery or in other like circumstances.

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, and public places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. Such trimming shall be performed in appropriate coordination with Municipal officials and only to the extent necessary to maintain proper clearance for the Company's wires and cables.

X. LOCAL OFFICE

Company shall maintain a local office which shall be open during regular business hours, have a listed telephone and be operated so that complaints or requests for repairs or adjustments may be received.

XI. MUNICIPAL COMPLAINT OFFICER

The Officer of Cable Television is hereby designated as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26 (b). All complaints shall be received and processed in accordance with N.J.S.A. 14:17-7.1.

XII. PERFORMANCE BOND

During the period of consent, the Company shall give a bond to the Municipality which bond shall be in the amount of Twenty-five Thousand (\$25,000.00) Dollars, which amount reflects the nature of the undertaking proposed in the application and the information presented during the municipal franchise proceeding. Such bonds shall be to insure the faithful performance of all undertakings of the Company as represented in its application for Municipal consent incorporated herein. The bond shall remain in effect during the life of the franchise.

XIII. RATES FOR RECEPTION SERVICE

Company shall charge subscribers to its system at the rates listed in its application and supplements thereto except that there shall be no installation charge for a primary outlet installation requested during the first thirty (30) days after full service is available. Charges to schools and the Public Library shall be as follows:

No installation charge for the Primary Television outlet in the Public Library or in any public or private school where service will be utilized for educational purposes. Each additional outlet charge shall be Ten (\$10.00) Dollars.

No monthly service charge for service to all outlets at the Public Library or to any public or private school utilizing service for educational purposes.

Increases in the rates charged to subscribers, as set forth in the Company's application, shall be made only in accordance with the Cable Television Act of the State of New Jersey, in accordance with regulations adopted pursuant thereto and otherwise in accordance with law.

XIV. EMERGENCY USES

The Company shall be required to have the capability to override at the head-end the audio portion of the system in order to permit the cablecasting of emergency messages by the municipal governing body.

XV. ACCESS TO THE SYSTEM

In addition to the facilities proposed in the application to be provided, the Company shall be required to provide the following on a reasonable cost plus labor basis:

- (a) Access to studio facilities to be located in Essex or Union County.
- (b) Mobile studio for program orientation capable of live and recorded color television broadcasts.
- (c) Access to technical staff and expertise needed for such program originations to all interested parties.
- (d) A local pickup facility five (5) days a week at an agreed upon hour for program materials produced within the Municipality.

The aforementioned shall be available for use as recommended by such municipal program review committee as may be established.

XVI. LIABILITY INSURANCE

Company shall at all times maintain a comprehensive general liability insurance policy with a single occurrence limit amount of One Million (\$1,000,000.00) Dollars covering liability arising out of its construction and operation of the cable television system. The Township of Winfield shall be named as an additional insured under said policy.

XVII. INCORPORATION OF APPLICATION

All of the written commitments contained in Company's written application and as submitted at the public hearings, except as modified herein, shall be made a part hereof by reference and shall be binding upon the Company to the extent permitted by the Cable Television Act and the F.C.C. Rules and Regulations as amended.

XVIII. BINDING EFFECT

Company is bound by the terms and provisions of this Ordinance irrespective of the number of subscribers to its system.

XIX. SEPARABILITY

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

XX. CONSISTENCY WITH FUTURE FEDERAL AND STATE RULES, REGULATIONS AND ORDERS

It is understood that should any State or Federal agency or body modify, change or alter any of its provisions with respect to cable television generally, such modifications, changes or alterations shall be incorporated into this consent consistent with the applicable dates specified in the change.

XXI. EFFECTIVE DATE OF THIS ORDINANCE

This Municipal consent shall become effective as of the date upon which the Municipality receives written notification that the Company accepts the terms and conditions herein and upon final hearing and publication according to law.

James P. Kelly
James P. Kelly, Chairman Township Comm.

Motioned by Joseph J. Stulpin Jr.
Commissioner Joseph J. Stulpin Jr.

Seconded by Thomas H. Hennen Jr.
Commissioner Thomas H. Hennen Jr.

DATED: APRIL 16, 1979

ATTEST:

I, John Butchko Sr., Clerk of the Township of Winfield, County of Union, State of New Jersey, do hereby certify that the above is a true and correct copy of the Ordinance passed at a regular meeting of the Township Committee held on April 16, 1979.

John Butchko Sr.
John Butchko Sr., Township Clerk

NOTICE

The foregoing Ordinance was introduced and approved on first reading at a Meeting of the Township Committee held April 16, 1979, and was adopted on final reading at a meeting of the Township Committee held May 7, 1979 at the Municipal Building, 12 Gulfstream Avenue, Winfield, New Jersey.

John Butchko Sr.
John Butchko Sr., Township Clerk