

TOWNSHIP OF DENNIS

**TOWNSHIP COMMITTEE
WORKSESSION AGENDA**

AUGUST 04, 2014

4:00 P.M. (prevailing time)

CALL TO ORDER:

Mayor's announcement: The notice requirements provided for in the "Open Public Meetings Act" have been satisfied. Notice of this meeting was properly given in Resolution No. 2013-148 entitled the Annual Meeting Notice which was adopted by the Dennis Township Committee on December 17, 2013. A meeting notice has been published and posted in accordance with the act.

FLAG SALUTE:

ROLL CALL OF MEMBERS PRESENT:

___ Germanio, F.; ___ Teefy, B.; ___ DiCicco, A.; ___ O'Connor, B.; ___ Murphy, J;

SPECIAL PRESENTATIONS OR DISCUSSIONS:

None.

DEPARTMENTAL REPORTS AND PROJECT UPDATES:

Administration & Finance:

Discuss the Employee Assistance Program Proposals.

Discuss the correspondence from the Dennisville Historic Home Owners Association ref. reimbursement of Holiday Lights electric and National Night Out Donation.

Public Works:

Nothing Pending.

**WORKSESSION AGENDA
PAGE TWO**

Legal:

Discuss correspondence from Sprint/Nextel regarding necessary modifications to equipment within the Communications Leased Area.

Discuss the Ordinance granting renewal of the Municipal Consent to Comcast within the Township of Dennis.

Senior Center:

Nothing Pending.

Engineering:

Nothing Pending.

RESOLUTIONS:

None.

ORDINANCES:

None.

MOTION TO ADJOURN THE MEETING:



SHORE COUNSELING, LLC
211 North Main Street, Suite 207
Cape May Ct. House., NJ 08210
(609) 465-4448
(609) 465-4438 Fax

June 24, 2014

Jacqueline Justice, Administrator
TOWNSHIP OF DENNIS
571 Petersburg Road
P.O. Box 204
Dennisville, NJ 08214

Re: Employee Assistance Program 2014-2015

Dear Jacqueline:

The following services will be offered to Dennis Township through the Employee Assistance Program.

Health Fair:

We will participate in the Dennis Twp annual health fair; providing brochures, information on mental health issues, business cards and a give-away item to all employees and staff.

Seminars:

A quarterly seminar will be offered to employees on the following topics:

- Stress Management
- Anxiety
- Depression
- Substance Abuse
- Wellness
- Resolving conflict in the workplace

These seminars will be scheduled in advance and promotional material will be circulated to promote attendance.

Newsletter/Brochures:

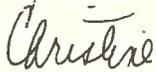
A quarterly newsletter will be offered to employees to keep them informed about mental health and employee wellness (distributed with their paychecks). Brochures will be available at the workplace, promoting the Employee Assistance Program.

Utilization:

A utilization report will be given twice (2) a year. This report will indicate the number of sessions, the reasons for seeking counseling (anxiety, depression, substance abuse, etc) and number of therapy hours for assisting Dennis Twp. employees and their families. There will be no names given as the EAP is a confidential program.

This is a valuable program and important and helpful to individuals during trying times. We will help promote it and continue to assist those in need.

Sincerely,



Christine Lane, LCSW
CEO/Shore Counseling, LLC

/file

TOWNSHIP OF DENNIS

**COUNTY OF CAPE MAY
STATE OF NEW JERSEY**

**REQUEST FOR PROPOSALS
FOR
EMPLOYEE ASSISTANCE PROGRAM**

WHEREAS, the Township of Dennis herein referred to as the MUNICIPALITY is in need of an Employee Assistance Program for the Township of Dennis; and

WHEREAS, the MUNICIPALITY has decided to employ a contractor to perform this work; and

WHEREAS, the Employee Assistance Provider herein referred to as the CONTRACTOR will conduct behavioral health services, employee assistance and other related mental health programs; and

WHEREAS, the MUNICIPALITY desires to accept proposals for services for a one (1) year term.

NOW, THEREFORE, it is agreed to accept proposals as follows:

1. SCOPE OF STANDARD SERVICES

The CONTRACTOR shall provide assistance anytime, day or night, weekday or weekends and shall undertake the following activities to conduct the MUNICIPALITY'S Employee Assistance Program. All work performed by the CONTRACTOR will be performed in a professional manner acceptable to the MUNICIPALITY as follows:

- A. Provide consultation with employees.
- B. Perform individual assessments
- C. Provide aftercare.
- D. Provide referrals to appropriate providers.
- E. Provide Critical Incident Stress Debriefing (CISD) responses.
- F. Provide all benefited employees five (5) individual free sessions for themselves or any members of their family.

- G. Provide the staff with four (4) seminars pertaining to behavioral health issues. Specific topics will be determined by the MUNICIPALITY and the staff.
- H. All Public Works drivers who are required to possess a Commercial Drivers License (CDL) as part of their job duties will be permitted to access the full service of a Substance Abuse Professional.
- I. CONTRACTOR will make available Employee Assistance Program (EAP) materials to be posted and distributed to the benefited employees. Such materials will be brochures on the EAP benefit as well as behavioral health issues that might effect a significant portion of the employees Topics shall include but not limited to, seasonal blues, depression, stress, smoking and child wellness issues.
- J. CONTRACTOR will provide the Township with a report detailing number of employees assisted and type of assistance provided. Report will be due on July 1, 2015.

2. NATURE OF RELATIONSHIP

In consideration of the promises, the CONTRACTOR and the MUNICIPALITY agree as follows:

- A. The relationship between the parties is not one of employment, the CONTRACTOR will act as an independent consultant upon the terms and conditions set forth herein.
- B. CONTRACTOR shall have complete control over house of practice with regard to providing direct services to those designed by the MUNICIPALITY needing CONTRACTOR'S services.
- C. All requested opinions, research and requests for specific information pertaining to employee issues will be regarded as hours of practice and considered as services rendered.

3. CONFIDENTIALITY

The CONTRACTOR reserves the right to maintain all clients' rights and issues governed by the current laws of confidentiality regarding behavioral treatment and substance abuse. No one will know of an employee or an employee family member's participation unless there is a signed authorized release of information.

4. TERMS

The term of this Agreement ***shall begin on August 1, 2014 and end on July 31, 2015***, for such modified terms as the parties may agree in writing. CONTRACTOR will provide certified or licenses counselors who are covered by facility malpractice insurance as relevant their normal professional duties upon referral as needed. Furthermore, these counselors will be fully trained in all areas of their respective duties under the terms of this Agreement.

5. NOTICE OF DEFAULT

If the CONTRACTOR persistently or repeatedly fails or neglects to carry out the work in accordance with this Agreement and fails within fifteen (15) days after written notice to commence and continue correction of such default or neglect with diligence and promptness, the MUNICIPALITY may, and without prejudice to any other remedy it may have, terminate the Agreement.

6. TERMINATION

Either party has the right to terminate this Agreement by giving the other party ninety (90) days notice.

The Township of Dennis reserves the right to reject any and all proposals.

**TOWNSHIP OF DENNIS
DENNISVILLE, NEW JERSEY 08214**

**REQUEST FOR PROPOSALS FORM
FOR
EMPLOYEE ASSISTANCE PROGRAM**

Township of Dennis
571 Petersburg Road
P. O. Box 204
Dennisville, New Jersey 08214

Mayor & Committee:

In accordance with your Request For Proposals for an EMPLOYEE ASSISTANCE PROGRAM,
we wish to quote the following:

ITEM	DESCRIPTION	TOTAL ANNUAL COST (12 MONTHS)
1.	Employee Assistance Program	\$ <u>2,500</u>
2.	Additional Services Please specify	\$ _____
3.	Total of Proposal	\$ <u>2,500</u>

We hereby acknowledge that the Township of Dennis reserves the right to select the lowest qualified proposal for a twelve (12) month period. The Township will determine which proposal term to select based on what proposal price and relative term is what the Township deems to be in its best interest. The Township of Dennis reserves the right to reject any and all proposals.

NAME OF COMPANY The Southwest Council
ADDRESS 1405 North Delaware Drive Vineland NJ
CONTACT PERSON Joseph M Williams
TELEPHONE # 794 1011 FAX # 856 794 1239
SIGNATURE [Signature] DATE 7.31.14

Proposals must be received by Jacqueline B. Justice, RMC no later than 4:00 p.m.
on Friday, August 01, 2014. Please submit one (1) original and six (6) copies.



Dennisville Historic Home Owners Association

PO Box 311 Dennisville, NJ 08214-0311

June 17, 2014

Dennis Township Committee
Township of Dennis
PO Box 204
Dennisville, NJ 08214-0204

Re: New DHHOA website

Dear Members of Township Committee:

On behalf of the members of the Dennisville Historic Home Owners Association, I would like to thank the Township of Dennis for hosting the DHHOA on the municipal website for many years. Inclusion on the municipal website showed support and appreciation for our organization and the organization has supported the historic element for the township especially with the annual Historic Dennisville Christmas House Tour.

In consultation with the webmaster and at his recommendation, and with unanimous approval of the membership, the DHHOA has transitioned to a new website hosting facility with a new domain name, www.DHHOA.org. As the internet needs of the township and the DHHOA expand we felt the time was ripe to make the transition in a smooth manner rather than at a time when domain constraints might have forced us to make too hurried of a move.

The webmaster has retained a link to "Historic Dennisville" on the township website—the same as has been there since the last major website revision a couple of years ago. The only difference is that now that link takes folks off the DHHOA Subdomain of the township website onto the new DHHOA domain.

If there are any more detailed questions, I'm sure Webmaster Thomas Laughlin will be happy to answer them for you.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jack Connolly".

Jack Connolly
President

Cc: Tom Laughlin, Power of Production Studio



Dennisville Historic Home Owners Association

PO Box 311 Dennisville, NJ 08214-0311

June 27, 2014

Dennis Township Committee
Township of Dennis
PO Box 204
Dennisville, NJ 08214-0204

Re: Expansion of Dennisville Historic District

Dear Members of Township Committee:

In April 2011 the DHHOA unanimously approved a resolution to resurvey the Dennisville Historic District and survey a possible South Dennis Historic District which was previously determined by the NJ State Historic Preservation Office. We contracted with Joan Berkey, Historic Preservation Consultant for \$8,979.00. The project was completed in September 2013.

From the beginning this project was envisioned to have 2 phases: (1) the resurvey of the Dennisville Historic District and the survey of a possible South Dennis Historic District and (2) the expansion of the Dennisville and / or South Dennis Historic District. The recommendation of the professional consultant and the thinking of the DHHOA are to pursue the expansion of the Dennisville Historic District only at this time. The significant structures in South Dennis are already on the National and State Registers of Historic Places. The cost of this proposal is \$6,413.00 plus unanticipated costs. We expect that the nomination will be ready to forward to the State Historic Preservation Office by mid 2015.

Joan Berkey has successfully conducted 3 district nominations to the National and State Registers of Historic Places in Cape May and Atlantic Counties, has assisted on numerous others and has completed individual site nominations. Much to our satisfaction, Joan has cultivated wonderful working relationships with the folks at the SHPO.

As I am sure you realize, any change in the Dennisville Historic District boundaries does not mean any restrictions such as people think of when they think about Cape May. We do not have a Historic Preservation Commission (HPC) which would implement such restrictions. However, expansion of the district would afford some protections as far as any road projects involving Federal, State or County funding.

If there are any questions, please feel free to contact me at jaxcon@verizon.net or at 861-1338. Also as the progress through this project please feel free to direct any questions from the general public to me.

Sincerely yours,


Jack Connolly

Cc: Joan Berkey, Historic Preservation Consultant



Dennisville Historic Home Owners Association
PO Box 311 Dennisville, NJ 08214-0311

June 9, 2014

Dennis Township Committee
Township of Dennis
PO Box 204
Dennisville, NJ 08214-0204

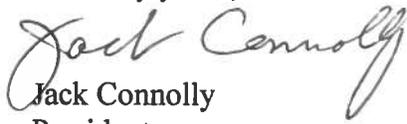
Re: DHHOA Christmas Wreath & Tree Project
Electricity Reimbursement

Dear Members of Township Committee:

On behalf of the Dennisville Historic Home Owners Association, I am enclosing a check for \$119.35 as reimbursement for the electric usage for the DHHOA Christmas Wreaths and the Township Christmas Tree for the holiday season 2013/2014

Thank you for a very successful community working relationship.

Sincerely yours,


Jack Connolly
President

"Preserve what you have—you can never replace it."
Jef Buehler, Main Street New Jersey, NJDCA

TOWNSHIP OF DENNIS

Recreation Department
571 Petersburg Road
P. O. Box 204
Dennisville, NJ 08214-0204



KIMBERLY A. HERRON
Coordinator

(609) 861-1045 • Fax: (609) 861-2439
email: Recreation@dennistwp.org

June 5, 2014

\$25.00
Ch # 1187
6/11/14

Dear Friends,

In 1984, The National Association of Town Watch decided to begin a program that would heighten awareness and strengthen participation in local anti-crime efforts. The first Tuesday in August was designated as "National Night Out" and Dennis Township joined with hundreds of other communities throughout the nation to promote police - community partnerships and crime and drug prevention.

That first event thirty years ago started a wonderful tradition in Dennis Township of friends and neighbors turning out for a celebration of community spirit and camaraderie. For the past seventeen years, the highlight of each NNO has been the fireworks show that capped off the festivities.

We are asking local businesses if they would be willing to contribute a monetary gift to help defray the costs for this year's event to be held at the recreation complex on August 5, 2014. In appreciation of all those who lend support, a large sponsor sign will be located in the demonstration area. In addition, we will inform the local news media of the names of businesses who contribute to this worthwhile community celebration.

If you would like to speak to someone regarding this event, please feel free to contact the Dennis Township Recreation Office, 861-1045. If you would like to make a monetary donation, please mail it to the Township of Dennis National Night Out Event at 571 Petersburg Road, Dennisville, NJ 08214.

Thank you and we hope to see you and your family on August 5TH.

Sincerely,

Kimberly A. Herron
Recreation Director

"Give neighborhood crime and drugs a going away party."



DENNISVILLE HISTORIC HOME OWNERS ASSOCIATION
PO BOX 311
DENNISVILLE, NJ 08214

1187
55-7128/2312
BRANCH 15

DATE 6/11/14

PAY TO THE ORDER OF Township of Dennis \$ 25^{xx}

Twenty five dollars^{xx} DOLLARS

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

	NIGHT OUT		
	COM. OUTREACH		

Bonnie J. Jelen
John T. Connolly

⑈001187⑈ ⑆231271284⑆ 036 000475 7⑈

Security Features Detail on Back

MP



DENNISVILLE HISTORIC HOME OWNERS ASSOCIATION
PO BOX 311
DENNISVILLE, NJ 08214

1188
55-7128/2312
BRANCH 15

DATE 6/11/14

PAY TO THE ORDER OF Township of Dennis \$ 119³⁵

One hundred nineteen dollars³⁵ DOLLARS

THIS CHECK IS DELIVERED IN CONNECTION WITH THE FOLLOWING ACCOUNT (S)

	XMAS TREE + WREATH		
	ELEC		
	XMAS BEAUT.		

Bonnie J. Jelen
John T. Connolly

⑈001188⑈ ⑆231271284⑆ 036 000475 7⑈

Security Features Detail on Back

MP



ADDRESS
2201 Cooperative Way
Suite 200
Hemdon, VA 20171

PHONE
866.304.3217
703-880-5404

WEB
edgeconnex.com



Jul 23, 2014

The Township Of Dennis

RE: Communications site Lease Agreement (Ground) between The township of Dennis and Nextel Communications (Sprint/Nextel) dated September 14, 1998, Sprint Cascade PL13XC358

Dear Sir or Madam,

This letter is to advise you that it will be necessary within the near future for Sprint Nextel to make certain physical modifications to equipment within Tenant's premises at the Site. These improvements are being undertaken in order to ensure the continued technical and economic feasibility of Tenant's facility, and are needed for Tenant to make optimal use of the Site for the purposes intended by the Site Agreement. As described below, these modifications should have no significant impact on Landlord's property or operations. However, in accordance with the Site Agreement, Tenant requests that Landlord acknowledge notice of, and consent to, the following modifications:

Will be pulling fiber to the Sprint leased area per the attached drawing.

Landlord's acknowledgement of notice and consent will not increase the size or amount of space being used by Tenant under the Site Agreement unless specifically stated above.

Please indicate your acknowledgement and consent by signing below and returning one copy of this letter to me at the address set forth above.

Thank you in advance for your prompt attention to this matter.

Regards,

Marie Hand-Carullo

Marie Hand-Carullo
an authorized representative of Sprint Nextel
National Real Estate Director
o: 571.441.1335 m: 561.414.9306 | mhandcarullo@edgeconnex.com





ADDRESS
2201 Cooperative Way
Suite 200
Herndon, VA 20171

PHONE
866.304.3217
703-880-5404

WEB
edgeconnex.com

ACKNOWLEDGED AND AGREED TO:

The Township of Dennis

By:

PL13XC358

BY: _____

DATE: _____

SITE PLAN

LANDS N/T OF JAMES G & ROBERT A. SUTTON
LOT 118

ST 25 25 25

PROPOSED LOCATION OF SPRINT PCS EQUIPMENT WITHIN EXISTING 48' X 48' FENCED COMPOUND



EXISTING VEGETATION

EXISTING ACCESS DRIVE

EXISTING ACCESS GATE

(P) TRENCH AND CONDUIT 445FT FROM MMP TO FOLLOWING COMPOUND FROM MMP TO EASEMENT

(E) UTILITY POLE #681DT/ MMP / COMCAST TO SET NEW VAULT OVER STUB UP AT POLE

(P) COMCAST AERIAL FIBER FROM ROW TO MMP

Township Ground Location

LANDS N/T OF JAMES G & ROBERT A. SUTTON
LOT 108

ST 15 15 15

LOT 110

LANDS N/T OF ROBERT P. & PATRICIA A. SUTTON
LOT 118

LOT 111

PETERSBURG ROAD

48'

5.5'

3'

3'

3'

3'



SITE DESIGN
 400 REGENCY FOREST DRIVE
 CARY, NORTH CAROLINA 27619
 PHONE: (919) 468-5040
 FAX: (919) 468-5040
 NYSE:AMT

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE PREPARED BY THE ENGINEER OR ARCHITECT IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND PRACTICES OF THE ENGINEERING AND ARCHITECTURE PROFESSIONS AND THEIR USE AND PUBLICATION WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OR ARCHITECT IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM ALL APPLICABLE AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM ALL APPLICABLE AGENCIES AND FOR OBTAINING ALL NECESSARY INFORMATION FROM ALL APPLICABLE AGENCIES.

REV.
 DESCRIPTION

SITE NUMBER: 306622
 SITE NAME: SOUTH DENNIS
 NEW JERSEY

DRAWN BY: E.L. SCHRÖEDER
 DATE DRAWN: 11/27/2013
 CUSTOMER:
 COLLOCATION NO.:

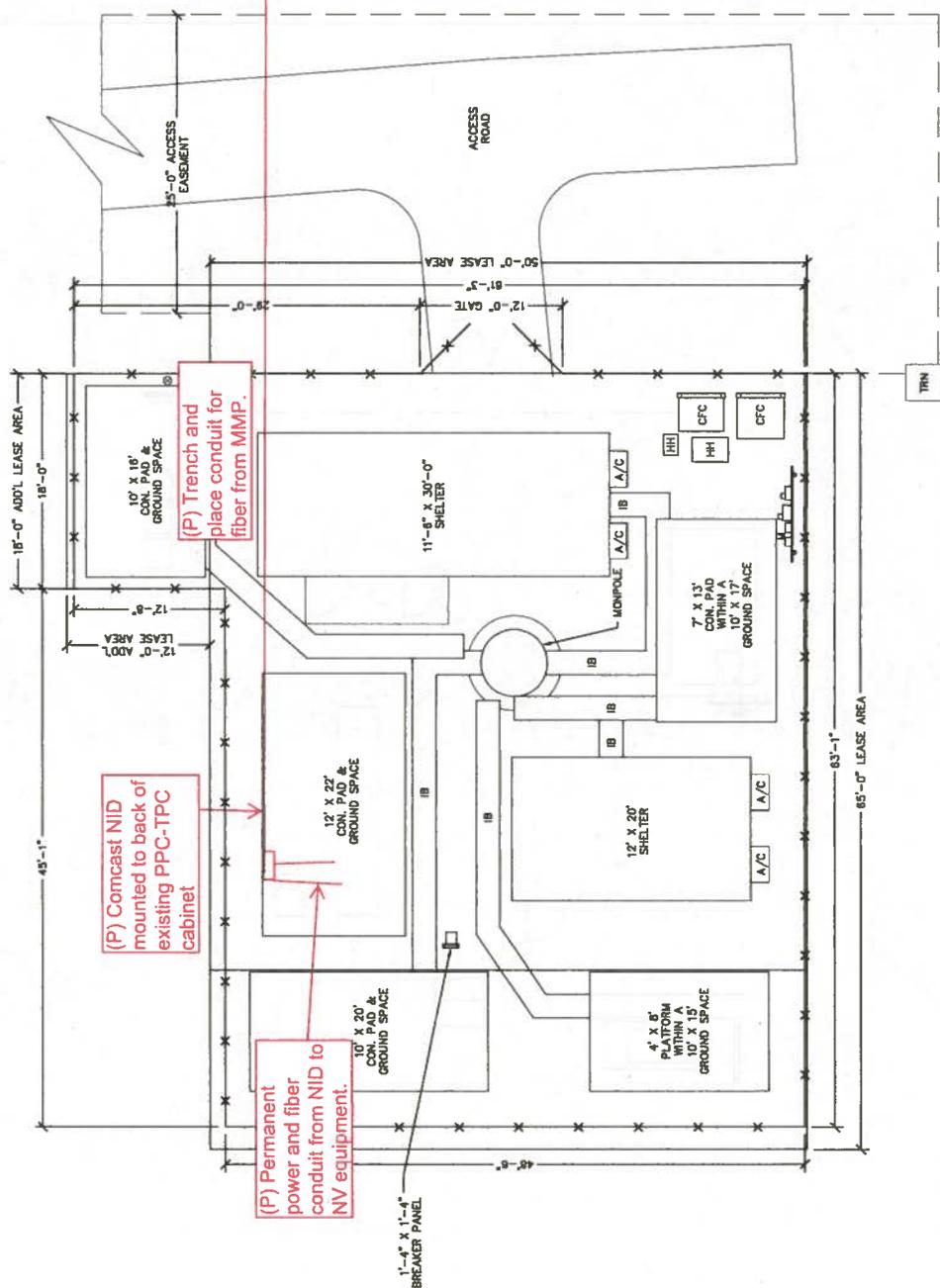
LEGEND

- ⊙ GROUNDING TEST WELL
- ⊙ AIR CONDITIONING UNIT
- A/V AIR VENT
- ⊙ JUMP
- B BOLLARD
- C CABINET
- CSC FIBER OPTIC CABINET
- E ELECTRICAL SERVICE DISC.
- GEN GENERATOR
- IB GENERATOR RECEPTACLE
- IB ICE BRIDGE
- LC LIGHTING CONTROL
- M METER
- PB PULL BOX
- PP POWER POLE
- T TELEPHONE
- TD TELEPHONE DEMARK
- TRN TRANSFORMER
- W WATER VALVE

DIMENSIONS NOT VERIFIED
 BY LICENSED SURVEYOR

SHEET TITLE: SITE PLAN LAYOUT

SHEET NUMBER: SP-1
 REV. # 0



See page 2 for fiber route.

(P) Comcast NID mounted to back of existing PPC-TPC cabinet

(P) Permanent power and fiber conduit from NID to NV equipment.

(P) Trench and place conduit for fiber from MMP.



DRAFT
ORDINANCE # - 2014

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF SOUTH JERSEY, LLC TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN DENNIS TOWNSHIP, NEW JERSEY.

BE IT ORDAINED BY THE MAYOR AND COMMITTEE OF DENNIS TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY, AS FOLLOWS:

SECTION 1. PURPOSE OF THE ORDINANCE

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

SECTION 2. DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Township" or "Municipality" is the Township of Dennis, County of Cape May, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of South Jersey, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.

- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

SECTION 3. STATEMENT OF FINDINGS

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

SECTION 4. DURATION OF FRANCHISE

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board with a 10-year automatic renewal as provided by N.J.S.A. 48:5A-19 and 25, and N.J.A.C. 14:18-13.6.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

SECTION 5. FRANCHISE FEE

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law, whichever is greater.

SECTION 6. FRANCHISE TERRITORY

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

SECTION 7. EXTENSION OF SERVICE

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application.

SECTION 8. CONSTRUCTION REQUIREMENTS

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

SECTION 9. CUSTOMER SERVICE

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

SECTION 10. MUNICIPAL COMPLAINT OFFICER

The Office of Cable Television is hereby designated as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

SECTION 11. LOCAL OFFICE

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters.

Deleted: 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 dollars (\$25,000.00). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

SECTION 13. SUBSCRIBER RATES

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

SECTION 14. COMMITMENTS BY THE COMPANY

- a. The Company shall provide Expanded Basic or a similar tier of cable television service on one (1) outlet at no cost to each qualified existing and future school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.
- b. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost on one (1) outlet to each qualified existing and future police, fire, emergency management facility and public library in the Municipality, provided the facility is located within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality.
- c. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Municipality a one-time Technology Grant in the amount of fifteen thousand dollars (\$15,000) to meet the technology and/or cable related needs of the community.
- d. Within six months of the issuance of an Automatic Renewal Certificate of Approval by the BPU, the Company shall provide to the Municipality a one-time Technology Grant in the amount of ten thousand dollars (\$10,000) to meet the technology and/or cable related needs of the community.
- e. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves these external cost, pass-through rights to the extent permitted by law.

SECTION 15. EDUCATIONAL AND GOVERNMENTAL ACCESS

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

shall be provided by the Municipalities. Unused capacity may be utilized by the Company subject to the provisions for “fallow time” below.

- b. The Company will provide the initial Webus hardware and other equipment necessary to broadcast EG bulletin board slides. The Company will not be responsible for the maintenance of any equipment, computers, or Internet service used by Dennis Township and its designated EG administrators to access the web based Webus platform.
- c. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for EG use. An EG access user – whether an educational or government user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except in accordance with federal law the Company may refuse to transmit any educational or governmental access program or portion of an educational or governmental access program that contains obscenity, indecency, or nudity.
- e. The governing bodies of the Municipalities shall be responsible for developing, implementing, and enforcing rules for EG Access programming.
- f. Educational Access. “Educational Access” shall mean non-commercial use for educational purposes that is managed, scheduled, and programmed by local educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.
- g. Government Access. “Government Access” shall mean noncommercial use by the governing bodies of the Municipalities, for the purpose of showing the public local government at work.
- h. Company Use of Fallow Time. Because blank or under-utilized EG channels are not in the public interest, in the event the Municipalities or other EG access users elect not to fully program their EG access channel, Company may program unused time on those channels subject to reclamation by the Municipality upon no less than 60 days written notice.

SECTION 16. EMERGENCY USES

- a. The Company will comply with the Emergency Alert System ("EAS") rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the Municipality is unable to make full use of the cable television system as contemplated herein.

SECTION 17. LIABILITY INSURANCE

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

SECTION 18. INCORPORATION OF THE APPLICATION

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

SECTION 19. COMPETITIVE EQUITY

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

SECTION 20. SEPARABILITY

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

SECTION 21. THIRD PARTY BENEFICIARIES

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

SECTION 22. EFFECTIVE DATE

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