

**RIGHTS-OF-WAY USE AGREEMENT  
BETWEEN THE BOROUGH OF SAYREVILLE AND  
COMCAST OF CENTRAL NEW JERSEY, LLC**

**THIS RIGHTS-OF-WAY USE AGREEMENT** (“Use Agreement”) is dated \_\_\_\_\_, 2026 (the “Effective Date”), and entered into by and between the Borough of Sayreville, Middlesex County, New Jersey, a New Jersey Municipal Corporation with a primary business address of 167 Main Street, New Jersey 08872 (the “Borough”), and Comcast of Central New Jersey, LLC (“Comcast”), a Delaware limited liability company with offices located at 90 Lake Drive, East Windsor, New Jersey 08520.

**RECITALS**

**WHEREAS**, Comcast has proposed to place in the Borough consumer video, cable, and telecommunications plant, as those terms are used in N.J.S.A. 48:5A-3(r); and

**WHEREAS**, in accordance with and pursuant to the New Jersey Cable Television Act (N.J.S.A. 48:5A-1 et seq.), Comcast intends to apply to the New Jersey Board of Public Utilities (“NJBPU”) for a system-wide franchise (the “System-wide Franchise”) that will authorize Comcast to construct, operate, and maintain a cable television system in a designated Initial Service Area within the Borough, as shown in the map attached hereto as Exhibit A; and

**WHEREAS**, pursuant to the New Jersey Cable Television Act and consequent to Comcast obtaining its System-wide Franchise, Comcast may locate, place, attach, install, operate, and maintain facilities within municipal Rights-of-Way for purposes of providing cable television service and other services as permitted under applicable Federal law; and

**WHEREAS**, Comcast proposes to place its cable television facilities aerially on existing utility poles or in underground conduits in the public Rights-of-Way within the Borough; and

**WHEREAS**, the Borough has determined that it is in the interest of its residents to grant consent to Comcast to occupy said public Rights-of-Way within the Borough for this purpose; and

**WHEREAS**, the Borough is empowered to enter into this agreement pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12 and N.J.S.A. 48:5A-25.1(b); and

**WHEREAS**, the consent granted herein is for the non-exclusive use of the public rights-of-way within the Borough for the purpose of owning, constructing, installing, operating, repairing, and maintaining a cable television system;

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth, the Borough and Comcast agree as follows:

**Section 1. Definitions.**

a. “Borough” is the grantor of rights under this Use Agreement and is known as the Borough

of Sayreville, Warren County, New Jersey.

- b. “Initial Service Area” is the area indicated in the map attached hereto as Exhibit A that shall be “the initial area to be served,” in accordance with N.J.S.A. 48:5A-28(a), for purposes of the systemwide franchise application that Comcast intends to file with the New Jersey Board of Public Utilities.
- c. “Comcast” is the grantee of rights under this Use Agreement and is known as Comcast of Central New Jersey, LLC, its successors and assigns.
- d. “NJBPU” is the New Jersey Board of Public Utilities.
- e. “Public Utility” means any public utility defined in N.J.S.A. 48:2-13.
- f. “Rights-of-Way” means the areas devoted to passing under, over, on or through lands with public utility facilities.
- g. “Cable Television System” has the meaning ascribed thereto by N.J.S.A. 48:5A-3(d) and is further defined herein to include the meaning of the term Telecommunications System, as defined *infra*.
- h. “Telecommunications System” consists of information services facilities, such as may be required for the provision of broadband internet, voice-over-internet-protocol (“VoIP”), and/or other information services that federal law authorizes Comcast to own, construct, install, operate, repair, and maintain to the extent such services are commingled with cable television services.
- i. “Utility Pole” means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

## **Section 2. Grant of Consent.**

The Borough hereby grants Comcast its municipal consent for the non-exclusive use of the public Rights-of-Way for the purpose of owning, constructing, installing, operating, repairing, and maintaining a Cable Television System, initially within the area designated as the Initial Service Area. The consent granted herein shall be for the performance of work within the Rights-of-Way of the Borough only.

## **Section 3. Public Purpose.**

It is deemed to be in the interests of the Borough and its residents for the Borough to grant consent to Comcast to occupy said Rights-of-Way within the Borough for this purpose.

## **Section 4. Project Description.**

Any construction to be undertaken for the purposes described herein shall require prior notice by Comcast to the Borough. Comcast shall describe the construction to be undertaken and shall coordinate and work with the appropriate Borough department(s) before scheduling and

commencing any construction. Prior to commencing any excavation work, Comcast or its authorized contractor shall obtain any necessary permits, including road opening permits from the Borough. Comcast shall not commence any construction of a Cable Television System in the Borough without first obtaining any required authorizations from the NJBPU.

#### **Section 5. Scope of Use Agreement.**

Any and all rights expressly granted to Comcast under this Use Agreement, which shall be exercised at Comcast's sole cost and expense, shall be subject to the prior and continuing right of the Borough under applicable laws to use any and all parts of the municipal Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Borough Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in Comcast a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of existing Utility Poles, which shall be the sole responsibility of Comcast to undertake and obtain, the Borough hereby authorizes and permits Comcast to enter upon the Borough's rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace its Cable Television System facilities in or on Utility Poles or other structures owned by public utility companies or to be constructed by Comcast located within the Borough's Rights-of-Way as may be permitted by the public utility company or property owner, as the case may be.

Comcast, in the performance and exercise of its rights and obligations under this Use Agreement, shall not interfere in any manner with the existence and operation of any and all public and private Rights-of-Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliners, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable law or this Use Agreement. The Borough agrees to require the inclusion of the same prohibition on interference as that stated above in all agreements and franchises for use of the Borough Rights-of-Way that the Borough may enter into after the Effective Date of this Agreement with other persons.

#### **Section 6. Compliance with Laws.**

Comcast shall comply with all applicable existing laws, rules, statutes, regulations, and ordinances of the Borough as may be amended from time to time in the performance and exercise of its rights and obligations under this Use Agreement.

#### **Section 7. Franchise Fees.**

Comcast agrees to pay franchise fees to the Borough in accordance with N.J.S.A. 48:5A-30(d) by reason of Comcast's operation of its cable television system in the Borough.

#### **Section 8. Term of Agreement.**

This Use Agreement shall be effective as of the date first written above and shall extend for a term of fifteen (15) years from the date that the NJBPU approves Comcast's application for a system-

wide franchise. Thereafter, the term of this grant shall be renewed automatically for three (3) successive terms of ten (10) years on the same terms and conditions as set forth in the Use Agreement, unless either party notifies the other of its intention not to renew not less than thirty (30) calendar days prior to the commencement of the relevant renewal term.

**Section 9. Indemnification.**

Comcast, its successors, assigns, servants, officers, employees, and designees, hereby indemnify, defend, and hold harmless the Borough, its successors, assigns, elected officials, officers, employees, servants, designees, and invitees, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration, determinations, damages, liabilities, or decrees of any person(s) or entities claiming to be or being harmed as a result of Comcast's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the Borough in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Comcast's activities pursuant to the rights granted in this Use Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting or arising from the negligence of the Borough or its successors, assigns, elected officials, officers, employees, servants, designees, or invitees. In the event Comcast and the Borough are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with applicable law, without, however, waiving any defenses of the parties under State law. The Borough shall give prompt written notice to Comcast of any claim for which the Borough seeks indemnification. Comcast shall have the right to investigate, defend and compromise these claims with prompt notice to and approval by the Borough attorney, which approval shall not be unreasonably withheld, delayed, or conditioned.

**Section 10. Notices.**

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Comcast at:

Robert D. Clifton  
Senior Director of Government Affairs  
Comcast of Central New Jersey, LLC  
3800 Horizon Boulevard, Suite 300  
Trevose, PA 19053-4968

To the Borough at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next day in the case of overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the same manner set forth above.

#### **Section 11. Relocation.**

Comcast shall, by execution of this Use Agreement, certify its willingness to cooperate with the Borough and its agents for the proper coordination of all work in connection with any planned or future Borough improvements. Comcast's facilities shall be relocated, adjusted, or supported as required by Comcast (each such relocation, adjustment, or provision of support, a "Plant Modification") at no cost to the Borough for any future improvements constructed on behalf of the Borough in the Borough Rights-of-Way, excepting that, if the Borough offers or would be obligated to offer funding to any Rights-of-Way user for a Plant Modification under similar circumstances, the Borough shall offer to Comcast the same funding opportunity on a nondiscriminatory basis. In the event that a Plant Modification is requested by the Borough, the Borough will use its best efforts to accommodate Comcast's request for the relocation of Comcast's facilities. Comcast's twenty-four (24) hour emergency telephone number is 1-877-359-1821.

#### **Section 12. Damage.**

Whenever the installation, removal, repair, or relocation of Comcast's facilities is required or permitted under this Use Agreement, and such installation, removal, repair, or relocation shall cause the Borough Rights-of-Way to be damaged, Comcast, at its sole cost and expense, shall promptly repair and return the Borough Rights-of-Way to a condition as good or better than prior to the work.

#### **Section 13. Liability Insurance**

Comcast shall at all times maintain a commercial general liability insurance policy with a single amount of at least Two Million Dollars (\$2,000,000.00) covering Comcast's liability for death, personal injury, property damage, or other liability arising out of the construction and operation contemplated herein, and an excess liability (or "umbrella") policy in the amount of One Million Dollars (\$1,000,000.00). Notwithstanding the foregoing, Comcast may meet the required limits of liability insurance through any combination of primary and excess liability policies. Such insurance shall be provided by an insurance company(ies) licensed to conduct business in the State of New Jersey.

Prior to the commencement of any work pursuant to this Use Agreement, Comcast shall file with the Borough Certificates of Insurance with applicable endorsements required hereunder evidencing the coverage provided by said liability and excess liability policies.

The Borough shall notify Comcast within fifteen (15) days after the presentation of any claim or demand to the Borough, either by suit or otherwise, made against the Borough on account of any of Comcast's activities pursuant to the rights granted in this Use Agreement.

#### **Section 14. Non-Exclusive Use.**

Comcast understands that this Use Agreement does not provide Comcast the exclusive use of the Borough Rights-of-Way and that the Borough has the right to permit other uses or the installation of other equipment or devices in the Rights-of-Way.

**Section 15. Assignment.**

Comcast may not assign this Use Agreement without the written consent of the Borough except to a Comcast affiliate, and Comcast shall have the right, upon notice to the Borough, to assign this Use Agreement without the Borough's consent, provided, however, that such assignment is approved by the NJBPU.

**Section 16. Successor and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 17. Waiver of Breach**

The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

**Section 18. Governing Law.**

This Use Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. If suit is brought by a party to this Use Agreement, the parties agree that trial of such shall be vested exclusively in the state courts of New Jersey in the County of Middlesex, or the United States District Court for the District of New Jersey.

**Section 19. Prior Agreements Superseded.**

This Use Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or understanding pertaining to any such matter shall be effective for any purpose.

**Section 20. Modification of Agreement.**

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modifications or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 21. Severability.**

If any provision of this Use Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof irrespective of the fact that any one or more provision(s) may be declared illegal, invalid, or unconstitutional.

**Section 22. Headings**

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**IN WITNESS WHEREOF**, this Use Agreement has been executed as of the date set forth below. By signing below, each signer declares that he/she is of legal age, is competent, and has the legal authority to sign and legally bind the respective entity to the terms and conditions of this agreement.

**COMCAST OF  
CENTRAL NEW JERSEY, LLC**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

**BOROUGH OF SAYREVILLE**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_