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— SCHENCK PRICE SMITH & KING, LLP —

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RECEIVED
CASE MANAGEMENT

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

June 28, 2019

Via First Class Mail

Aida Camacho, Secretary
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, New Jersey 08625-0350

RECEIVED
MAIL ROOM

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

CE19070781

**Re: In the Matter of the Application of CSC TKR, LLC d/b/a Cablevision of Morris, for
Renewal of a Certificate of Approval to Operate and Maintain a Cable Television
System in Township of Montville, County of Morris, State of New Jersey**

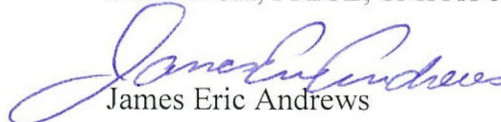
Dear Ms. Camacho:

Enclosed please find regarding the above referenced matter, an original and eleven (11) copies of a Verified Petition, Exhibits A through E, filing fee in the amount of \$200.00 and Proof of Service. Kindly file the same and return a conformed copy to my office in the enclosed envelope.

CMS
Legal
DAG
RPA
CABLE(5)
L. Gilbert

Respectfully submitted,

SCHENCK, PRICE, SMITH & KING


James Eric Andrews

Enclosures

cc: Lawanda Gilbert, Director (w/o encl.) (via First Class Mail)
Nancy Wolf, OCTV (w/encl.) (via First Class Mail)
Robert Hoch, Esq., Cablevision (w/encl.) (via First Class Mail)
Marilyn Davis, Area Director Gov. Affairs NJ (w/o encl.) (via e-mail)
Craig Johnson, VP Gov. Affairs (w/o encl.) (via e-mail)
Leena M Abaza, Clerk, Township of Montville (w/encl.) (via Certified Mail)

RECEIVED
CASE MANAGEMENT

JUL 01 2019
BOARD OF PUBLIC UTILITIES
TRENTON, NJ

VERIFICATION

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BOARD OF PUBLIC UTILITIES
TRENTON, NJ

STATE OF NEW YORK:


ss.:

COUNTY OF QUEENS:

CRAIG M. JOHNSON, of full age, being duly sworn according to law, deposes and says:

1. I am Vice President of Government Affairs for CSC TKR, LLC d/b/a Cablevision of Morris.

2. I have read the attached Petition, including the exhibits attached thereto, and state that the statements contained therein are true and correct to the best of my knowledge, information and belief.



Craig M. Johnson

Sworn and subscribed to before me
this 24 day of June 2019



Notary Public

SAMANTHA M. PARDAL
Notary Public, State of New York
No. 01PA6275026
Qualified in Nassau County
Commission Expires: January 14, 2021

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CASE MANAGEMENT

SCHENCK, PRICE, SMITH & KING, LLP

220 Park Avenue

P.O. Box 991

Florham Park, New Jersey 07932

(973) 539-1000

Attorneys for Petitioner, CSC TKR, LLC

d/b/a Cablevision of Morris

JUL 01 2019

BOARD OF PUBLIC UTILITIES

TRENTON, NJ

RECEIVED
MAIL ROOM

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

IN THE MATTER OF THE APPLICATION OF
CSC TKR, LLC, D/B/A CABLEVISION OF
MORRIS FOR RENEWAL OF A CERTIFICATE
OF APPROVAL TO CONTINUE TO OPERATE
AND MAINTAIN A CABLE TELEVISION IN
TOWNSHIP OF MONTVILLE, COUNTY OF
MORRIS, STATE OF NEW JERSEY

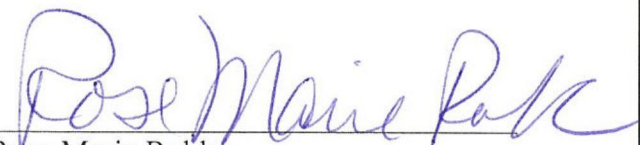
DOCKET NO.

**CERTIFICATION OF
SERVICE**

I, ROSEMARIE ROBLES, of full age, certify and say:

1. I am a legal secretary with the law firm Schenck, Price, Smith & King, LLP., attorneys for Petitioner, Cablevision of Oakland, LLC.
2. I certify that, on June 28, 2019, I caused to be served, via First Class mail, an original and eleven (11) copies of a Verified Petition with attachments in connection with the above referenced matter to Aida Camacho, Secretary, Board of Utilities, 44 South Clinton Avenue, 9th Floor, Trenton, New Jersey, 08625.
3. I further certify that, on June 28, 2019, I caused to be served, via Certified Mail, Return Receipt Requested, a copy of said Verified Petition with attachments in connection with the above referenced matter to Leena M. Abaza, Clerk, Township of Montville, Municipal Building, 195 Changebridge Road, Montville, New Jersey 07045-9498.

I certify that the statements made by me are true to the best of my knowledge. I understand that if any of the statements made by me are willfully false, I am subject to punishment.


Rose Marie Robles

Lawanda Gilbert, Director
Office of Cable Television and Telecommunications
44 South Clinton Avenue
PO Box 350
Trenton NJ 08625

Ms. Nancy Wolfe
Office of Cable Television and Telecommunications
44 South Clinton Avenue
PO Box 350
Trenton NJ 08625

Aida Camacho, Secretary
Board of Public Utilities - 9th Floor
44 South Clinton Avenue
PO Box 350
Trenton NJ 08625-0350

Craig Johnson
Altice USA
1 Ct. Square W.
Long Island City N.Y. 11101

Robert Hoch, Esq.
Altice USA
1 Ct. Square W.
Long Island City N.Y. 11101

Leena M. Abaza, Clerk
Township of Montville
Municipal Building
195 Changebridge Road
Montville, NJ 07045-9498

RECEIVED
CASE MANAGEMENT

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

SCHENCK, PRICE, SMITH & KING, LLP

220 Park Avenue

P.O. Box 991

Florham Park, New Jersey 07932

(973) 539-1000

Attorneys for CSC TKR, LLC

RECEIVED
MAIL ROOM

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

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

| | |
|--|--------------------------------|
| ----- | |
| IN THE MATTER OF THE APPLICATION OF : | DOCKET NO. |
| CSC TKR, LLC d/b/a CABLEVISION OF : | |
| MORRIS FOR RENEWAL OF A CERTIFICATE : | |
| OF APPROVAL TO CONTINUE TO OPERATE : | |
| AND MAINTAIN A CABLE TELEVISION : | VERIFIED PETITION |
| SYSTEM IN THE TOWNSHIP OF MONTVILLE, : | FOR RENEWAL OF A |
| COUNTY OF MORRIS, STATE OF NEW : | CERTIFICATE OF APPROVAL |
| JERSEY : | |
| ----- | |

CSC TKR, LLC d/b/a Cablevision of Morris, a limited liability company existing under the laws of the State of Delaware (hereinafter "Cablevision") and having its place of business at 683 Route 10 East, Randolph, New Jersey 07869, hereby states in support of the within Petition:

1. Cablevision is a cable company as defined under the provisions of the New Jersey Cable Television Act, N.J.S.A. 48:5A-3(g), and is the current holder of a Certificate of Approval issued by this Honorable Board on December 18, 2008, for the construction, operation and maintenance of a cable system in the Township of Montville (hereinafter "Township"), County of Morris, State of New Jersey. The Certificate of Approval expired on December 18, 2018. A copy

of the Certificate of Approval is attached hereto as Exhibit A and a copy of the Township's Ordinance No. 2008-09 is attached hereto as Exhibit B.

2. On January 27, 2016, Cablevision provided notice to the Township of its desire to initiate renewal proceedings pursuant to 47 U.S.C. § 521, et seq., as amended. A copy of said correspondence is attached hereto as Exhibit C.

3. Cablevision provided its Application for Municipal Consent to the Township pursuant to N.J.S.A. 48:5A-23 and Section 626 of the Federal Cable Act. Three copies of Cablevision's Application for a Cable Television Franchise will be filed under separate cover with this Board's Office of Cable Television.

4. On February 14, 2019, the Township adopted Municipal Ordinance No. 2019-02, renewing the consent of the Township for Cablevision to own, operate and maintain a cable system within the Township for a term of ten (10) years from the date of issuance of the Certificate of Approval requested herein. A copy of Ordinance No. 2019-02 is attached hereto as Exhibit D.

5. By letter dated May 3, 2019, Cablevision accepted the terms of the Township's Ordinance. A copy of said correspondence is attached hereto as Exhibit E.

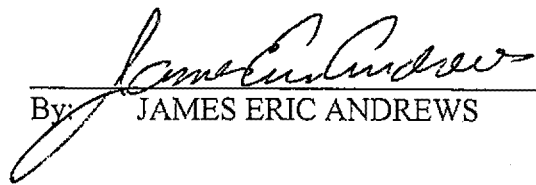
6. Cablevision maintains a local office for the use of its customers at 683 Route 10, East, Randolph, New Jersey 07869.

7. Cablevision has been operating its cable system within the Township in compliance with applicable federal and state law and in conformance with the rules, regulations and orders of the Board. Cablevision has fulfilled its material commitments set forth in the existing Certificate of Approval.

8. The granting of the within Petition for renewal of Cablevision's Certificate of Approval is necessary and proper for the public convenience and will serve the public interest as Cablevision has the financial, legal and technical ability to provide the proposed cable services during the term of the renewal.

WHEREFORE, CSC TKR, LLC d/b/a Cablevision of Morris respectfully requests that the Board of Public Utilities issue to it a renewal Certificate of Approval for the continued operation of its cable system in the Township of Montville, County of Morris, State of New Jersey, for a period of ten (10) years from the date of issuance of the Certificate of Approval requested herein.

SCHENCK, PRICE, SMITH & KING, LLP
Attorneys for Petitioner


By: JAMES ERIC ANDREWS

Dated: June 28, 2019

ALL COMMUNICATIONS REGARDING THIS VERIFIED PETITION SHOULD BE ADDRESSED TO SCHENCK, PRICE, SMITH & KING, LLP, ATTORNEYS FOR PETITIONER CSC TKR, LLC d/b/a CABLEVISION OF MORRIS, AT 220 PARK AVENUE, P.O. BOX 991, FLORHAM PARK, NEW JERSEY 07932, ATTENTION: JAMES ERIC ANDREWS, ESQ., (973) 539-1000.



Agenda Date: 12/17/08
Agenda Item: IIIC

STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu

CABLE TELEVISION

IN THE MATTER OF THE PETITION OF CSC TKR, INC.)
D/B/A CABLEVISION OF MORRIS FOR RENEWAL OF A)
CERTIFICATE OF APPROVAL TO CONTINUE TO)
OPERATE AND MAINTAIN A CABLE TELEVISION)
SYSTEM IN THE TOWNSHIP OF MONTVILLE, COUNTY)
OF MORRIS, STATE OF NEW JERSEY)

RENEWAL
CERTIFICATE OF APPROVAL

DOCKET NO. CE08090704

(SERVICE LIST ATTACHED)

BY THE BOARD:

On November 30, 1978, the Board granted Sammons Communications of New Jersey, Inc. ("Sammons") a Certificate of Approval, in Docket No. 786C-6373, for the construction, operation and maintenance of a cable television system in the Township of Montville ("Township"). On July 28, 1995, the Board issued a Renewal Certificate of Approval to Sammons for the Township in Docket No. CE94090394. Through a series of transfers with the required Board approvals, the current holder of the Certificate is CSC TKR, Inc. d/b/a Cablevision of Morris ("Petitioner"). Although by its terms the Petitioner's above referenced Certificate expired on November 30, 2007, the Petitioner is authorized to continue to provide cable television service to the Township pursuant to N.J.S.A. 48:5A-25, pending disposition of proceedings regarding the renewal of its Certificate of Approval.

The Petitioner filed an application for the renewal of its municipal consent with the Township on April 9, 2007, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13.1 et seq. On March 11, 2008, the Township adopted a municipal ordinance granting renewal consent to the Petitioner. On July 9, 2008, the Petitioner formally accepted the terms and conditions of the ordinance. On September 3, 2008, 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 Township.

The Board has reviewed the application for municipal consent, the petition for a Renewal Certificate of Approval and the 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 Township reviewed these qualifications in conjunction with the municipal consent process.

2. The design and technical specifications of the system shall 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 ten years from the date of issuance of this Certificate. The Board finds this period 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 an informational schedule of prices, terms and conditions for unregulated service and promptly file any revisions thereto.
6. Pursuant to statutory requirements, the ordinance specifies a complaint officer to receive and act upon complaints filed by subscribers in the Township. In this case, it is the Office of Cable Television. All complaints shall be received and processed in accordance with the applicable rules.
7. The Petitioner shall maintain a local business office or agent for the purpose of receiving, investigating and resolving complaints. The current local office is located at 683 Route 10 East, Randolph, New Jersey.
8. The franchise fee to be paid to the Township 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 Township, and shall be increased as required by N.J.S.A. 48:5A-30. 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 attached to this Certificate as Appendix "I" with a homes per mile figure of 25.
10. The Petitioner shall provide public, educational and governmental ("PEG") access channels and facilities in accordance with its renewal application and the ordinance. Specifically, the ordinance requires the Petitioner to make available non-commercial PEG access as set forth in the application. The application provides that the Petitioner has two channels for PEG access use: one channel carries non-commercial government/community access; the other channel, currently coordinated by the County College of Morris, carries educational access. These channels may be shared with other municipalities in the system. In addition, the Petitioner maintains a public access studio located in Randolph Township, which is equipped with video and audio recording/playable equipment for public access use. The Petitioner conducts workshops to instruct interested community members in the aspects of operating the studio.

11. Within one year of the date of this Certificate, the Petitioner shall provide the Township with a capital contribution for cable and/or telecommunications related purposes in the total amount of \$33,000.00, payable as follows: \$6,000.00 within the first year, and \$3,000.00 per year for each of the following nine years within 60 days of receipt of the annual written request of the Township. The Petitioner shall be relieved of any remaining payments if it converts its system to a system-wide franchise as authorized by N.J.S.A. 48:5A-25.1a. Upon payment of each portion of the contribution, the Petitioner shall provide the Office of Cable Television with proof of satisfaction of this obligation.
12. Upon request of the Township, the Petitioner shall provide one standard installation and monthly cable television reception service, free of charge, to all state and local accredited public elementary and secondary schools, all municipal public libraries and all municipal buildings located within the Township.
13. Upon written request of the Township, the Petitioner shall provide, free of charge, one high-speed cable modem and monthly Internet access service, including standard installation, to all state or locally accredited public elementary and secondary schools and all municipal public libraries in the Township.
14. Upon written request of the Township, the Petitioner shall provide, free of charge, one high-speed cable modem and monthly Internet access service, including standard installation, to one municipally owned facility in the Township.

Based upon these findings, the Board HEREBY CONCLUDES, pursuant to N.J.S.A. 48:5A-17(a) and 28(c), the Petitioner has the municipal consent necessary to support the petition, that such consent and issuance thereof are in conformity with the requirements of N.J.S.A. 48:5A-1 et seq., that the Petitioner has complied or is ready, willing and able to comply with all applicable rules and regulations imposed by or pursuant to State or federal law as preconditions for engaging in the proposed cable television operations, that the Petitioner has sufficient financial and technical capacity, 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 Township. It is noted here that a portion of the Township is served by Cablevision of Oakland, LLC under Docket No. CE08090701, approved by the Board simultaneously with this petition on December 8, 2008.

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 standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. §76.1 et seq., including but not limited to, the technical standards of 47 C.F.R. §76.601 through §76.630. Any modifications to the provisions thereof shall be incorporated into this Certificate.


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.

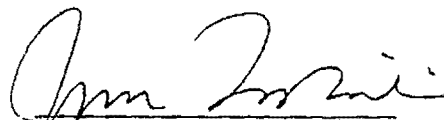
This Certificate shall expire ten years from the date of its issuance.


DATED: 12/18/08


BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT

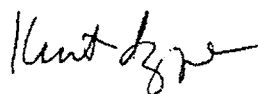

FREDERICK F. BUTLER
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

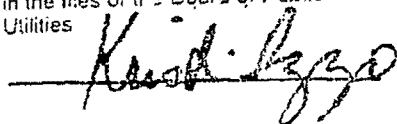

NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

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



APPENDIX "I"
OFFICE OF CABLE TELEVISION
LINE EXTENSION POLICY

CSC TKR, INC. D/B/A CABLEVISION OF MORRIS
TOWNSHIP OF MONTVILLE

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

* 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 the share of the extension cost for an individual dwelling has been paid, 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.

SERVICE LIST

James Eric Andrews, Esq.
Schenck, Price, Smith & King
10 Washington Street
Morristown, NJ 07963

Gertrude Atkinson
Township Clerk
Township of Montville
195 Changebridge Road
Montville, NJ 07045-9421

Adam Falk
Vice President
Government and Public Affairs – NJ
Cablevision
683 Route 10 East
Randolph, NJ 07683

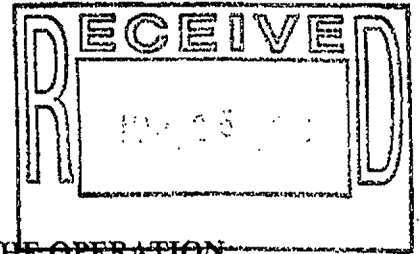
Jessica L. Campbell
Deputy Attorney General
Division of Law
124 Halsey Street
Newark, NJ 07102

Celeste M. Fasone, Director
Office of Cable Television
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102

Karen A. Marlowe
Administrative Analyst I
Office of Cable Television
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102

TOWNSHIP OF MONTVILLE

ORDINANCE NO. 2008-09



**AN ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION
OF A CABLE SYSTEM WITHIN THE TOWNSHIP OF MONTVILLE, NEW
JERSEY TO CSC TKR, INC d/b/a CABLEVISION OF MORRIS.**

WHEREAS, the governing body of the Township of Morris (hereinafter referred to as the "Township") determined that CSC TKR, Inc d/b/a Cablevision of Morris, (hereinafter referred to as "the Company" or "Cablevision") has the technical competence and general fitness to operate a cable system in the Township, and by prior ordinance 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 Township; and

WHEREAS, by application for renewal consent filed with the Township and the Office of Cable Television on or about February 13, 2004 Cablevision has sought a renewal of the franchise; and

WHEREAS, the Township having held public hearings has made due inquiry to review Cablevision's performance under the Franchise, and to identify the Township'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 Township's future cable-related needs and interests; and

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

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the Township is a basic assumption of the parties;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township of Montville, County of Morris, 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 Township Clerk's office 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) "Township" shall mean the governing body of the Township of Montville in the County of Morris, and the State of New Jersey.
- (e) "Company" shall mean CSC TKR, Inc d/b/a Cablevision of Morris ("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) "Standard installation" shall mean the installation of drop cable to a customer's premise where the distance from the point of entry into the building being served is less than 150 feet from the active cable television system plant.
- (j) "State" shall mean the State of New Jersey.
- (k) "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 Township 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 Township 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 Township of a cable television system, and for the provision of any communication service over the 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 ten (10) years from the date of issuance of a Certificate of Approval by the Board.

SECTION 5. EXPIRATION AND SUBSEQUENT RENEWAL

If Cablevision seeks a renewal of the consent provided herein, 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 48:5A-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 Township and the Board relative to the renewal of said consent.

SECTION 6. FRANCHISE TERRITORY

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

SECTION 7. SERVICE AREA

Cablevision shall be required to proffer video programming service along any public right-of-way to any person's residence located in the franchise territory at tariffed rates for standard and nonstandard installation.

SECTION 8. EXTENSION OF SERVICE

Cablevision shall extend service along any public right of way outside its primary 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

Cablevision shall pay to the Township, an annual franchise fee, in accordance with N.J.S.A 48:5A-30.

SECTION 10. FREE SERVICE

Cablevision shall, upon request, provide free of charge, one (1) standard installation and monthly cable television reception service to all State or locally accredited public elementary and secondary schools and all municipal public libraries, as well as municipal buildings located within the Township.

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. All complaints shall be reviewed and 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 Township 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

Cablevision shall obtain and maintain, at its sole cost and expense, during the entire term of this Ordinance, a bond in form acceptable to the municipality in the amount of twenty-five thousand dollars (\$25,000.00). 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 for cable television services shall be subject to regulation to the extent permitted by federal and State law.

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 Township pursuant to state and federal requirements. The Company shall in no way be held liable for any injury suffered by the Township 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 Township shall utilize the state-approved procedures for such emergency uses.

SECTION 19. EQUITABLE TERMS

In the event that the service of another multi-channel video program provider not subject to the Township's regulatory authority within the Township creates a significant competitive disadvantage to Cablevision, the Company shall have the right to request from the Township lawful amendments to its franchise that relieve it of the burdens which create the unfair competitive situation. Should the Company seek such amendments to its franchise, the parties agree to negotiate in good-faith appropriate changes to the franchise in order to relieve the Company of such competitive disadvantages. If the parties can reach an agreement on such terms, the Township agrees to support the Company's petition to the Board for modification of the consent in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7.

If the parties are unable to reach an agreement on appropriate amendments to the franchise, the Township acknowledges that the Company shall have the right to petition the Board directly for such amendments in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7; provided, however, the Township shall be under no obligation to support Cablevision's request for such relief from the Board.

In any subsequent municipal consent, the Township shall require, at a minimum, the same terms and conditions of any other provider of multi-channel video programming subject to the Township's regulatory authority as those contained in the instant consent. In the event such subsequent consent does not contain the same terms and conditions as the instant consent, Township agrees to support the Company's petition to the Board for modification of the consent in accordance with NJSA 48:5A-47 and NJAC 14:17-6.7 to relieve the Company of competitive disadvantages identified in the Company's petition.

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, 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 the 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 Township 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 Township 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 Township's provision of PEG access programming on such channel.

C. In consideration for the rights granted in this Ordinance, the Company shall provide the Township with a grant in the amount of thirty-three thousand dollars (\$33,000.00). Cablevision shall provide an initial grant payment of six thousand dollars (\$6,000.00) within the first year of the new franchise agreement. The remaining grant of twenty-seven thousand dollars (\$27,000.00) shall be

provided in annual installments of three thousand dollars (\$3,000.00), upon written request by the Township (the "Annual Grant"). The Annual Grant may be used by the Township for any cable and/or other telecommunications related purpose as the Township, in its discretion, may deem appropriate. Cablevision shall not be obligated to make any additional payments beyond year ten of the franchise. The Annual Grant shall be payable to the Township within sixty (60) days from receipt of the Township's written request. Notwithstanding the foregoing, should Cablevision apply for a system-wide certification or otherwise convert its municipal consent to a system-wide certification in accordance with applicable law, it shall be relieved of any payments due and owing after the date of such conversion or award of a system-wide franchise.

SECTION 22. INCORPORATION OF APPLICATION

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Township by the Company except as modified herein, are binding upon Cablevision as terms and conditions of this consent. The Application and any other written amendments thereto 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

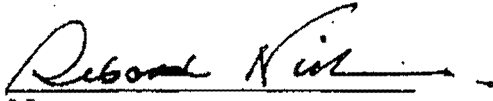
If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the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

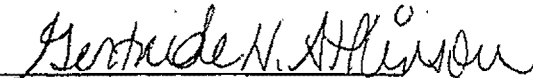
SECTION 25. EFFECTIVE DATE

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 11th day of March, 2008.


Mayor

Attest: 
Clerk

Introduced: February 26, 2008
Public Hearing: March 11, 2008
Adopted: March 11, 2008

I, Gertrude H. Atkinson, Township Clerk of the Township of Montville, County of Morris, State of New Jersey, do hereby certify that this is a true and exact copy of an Ordinance adopted by the Township Committee of the Township of Montville at a meeting held on March 11, 2008.


Gertrude H. Atkinson, Township Clerk



January 27, 2016

The Honorable James Sandham, Jr.
Mayor, Township of Montville
195 Changebridge Road
Montville, New Jersey 07045

Dear Mayor Sandham, Jr:

Our records indicate that our cable television franchise is due to expire on December 18, 2018. We, of course, wish to continue providing service to the Township of Montville for an additional renewal term, and are, by this letter, informing you of our intention to seek renewal of the franchise.

The Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection Act of 1992 establish formal cable television renewal procedures to be invoked 30-36 months prior to expiration. Accordingly, as provided for in Section 626 (a), we hereby request the Township of Montville to commence renewal proceedings set forth in Section 626 subsection (b) through (g). (A copy of Section 626 is attached for your use.)

The Cable Acts also allow for reaching mutually beneficial agreement for franchise renewal through informal negotiation, if both parties wish to undertake these discussions. We would be ready at any time during these formal proceedings to discuss the terms of renewal with you on an informal basis. We believe such negotiations would be successful and cost-effective -- allowing us to discuss the needs of the community and the future of cable service without the involved procedures. Of course, if we agree to a temporary delay in the formal procedures in order to explore informal negotiations, both parties will retain their rights to proceed with the formal renewal process at any time upon written notice to the other party.

We are proud to serve the residents of Montville and look forward to working with you on this renewal and into the future.

Sincerely,

Gary Shaw
Government Affairs Director

cc: Trudy Atkinson, Township Clerk w/encl.
Rob Hoch, Cablevision w/out encl.
Richard Barnes, Cablevision w/out encl.
Clifford Harris, Cablevision w/out encl.
Karen Marlowe, OCTV w/out encl.

TOWNSHIP OF MONTVILLE

ORDINANCE # 2019-02

AN ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF MONTVILLE, NEW JERSEY TO CSC TKR, LLC D/B/A CABLEVISION OF MORRIS.

WHEREAS, the governing body of Township of Montville (hereinafter referred to as the "Township") determined that CSC TKR, LLC d/b/a Cablevision of Morris, (hereinafter referred to as "the Company" or "Cablevision") had the technical competence and general fitness to operate a cable television system in the Township, and by prior ordinance granted its municipal consent for Cablevision to obtain a non-exclusive franchise (the "Franchise") for the placement of facilities and the establishment of a cable television system in the Township; and

WHEREAS, by application for renewal consent filed with the Township and the Office of Cable Television on or about February, 2016, Cablevision has sought a renewal of the Franchise; and

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

WHEREAS, the governing body of the Township 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, the Township's municipal consent to the renewal of the Franchise should be given; and

WHEREAS, imposition of the same burdens and costs on other competitors franchised by the Township is a basic assumption of the parties;

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the Township Montville, County of Morris, 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 Township Clerk's office 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) "Township" shall mean the governing body of the Township Montville in the County of Morris, and the State of New Jersey.
- (e) "Company" shall mean CSC TKR, LLC d/b/a Cablevision of Morris ("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) "Standard installation" shall mean the installation of drop cable to a customer's premise where the distance from the point of entry into the building being served is less than 150 feet from the active cable television system plant.
- (j) "State" shall mean the State of New Jersey.
- (k) "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 Township 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 Township 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 Township of a cable television system or other communications facility, and for the provision of any communication service over such facilities. 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 ten (10) years from the date of issuance of a Certificate of Approval by the Board.

SECTION 5. 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. 48:5A-16, and applicable state and federal rules and regulations. In accordance with N.J.S.A. 48:5A-25.1, both the Township and Cablevision shall be bound by the terms of this municipal consent until such time as Cablevision converts the municipal consent (and any certificate of approval) into a system-wide franchise.

SECTION 6. FRANCHISE TERRITORY

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

SECTION 7. SERVICE AREA

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

SECTION 8. EXTENSION OF SERVICE

Cablevision shall extend service along any public right of way outside its primary service area to those residences within the franchise territory which are located in areas that have a residential home 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 cost 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 pay to the Township, 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 Township. In the event applicable law hereinafter permits a larger franchise fee to be collected, but does not fix the amount thereof, the Township and Cablevision shall negotiate in good faith with respect to the amount thereof; provided, however, that nothing herein shall be construed to permit the Township to require payment of a franchise fee by Cablevision that is higher than the fee paid by all other cable television service providers offering service in the Municipality.

SECTION 10. FREE SERVICE

Cablevision shall, upon written request, provide free of charge, one (1) standard installation and monthly cable television reception service to all State or locally accredited public schools and all municipal public libraries, as well as municipal buildings located within the Township.

Upon written request from the Township, the Company shall provide to state and locally accredited elementary and secondary schools and municipal public libraries in the Township, without charge, the following: (1) one standard installation per school or library; (2) one cable modem per installation; and, (3) basic cable modem service for the term of this Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the Company, as those policies may exist from time to time.

Upon written request from the Township, the Company shall provide to the Township; without charge at one (1) municipally owned facility, the following: (1) one standard installation; (2) one cable modem per installation; and (3) basic cable modem service for the term of this Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the Company as those policies may exist from time to time.

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 cable plant and facilities in the Township:

(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 Township 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 Township, the Company shall temporarily move 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 privileges under this consent, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Township 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 Township pursuant to the provisions of N.J.S.A. 48:5A-26. All complaints shall be reviewed and 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 Township 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

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 (\$25,000.00). 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 for cable television service shall be subject to regulation to the extent permitted by federal and State law.

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 Township pursuant to state and federal requirements. The Company shall in no way be held liable for any injury suffered by the Township 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 Township shall utilize the state-approved procedures for such emergency uses.

SECTION 19. EQUITABLE TERMS

In the event that the service of another multi-channel video program provider not subject to the Township's regulatory authority within the Township creates a significant competitive disadvantage to Cablevision, the Company shall have the right to request from the Township lawful amendments to its Franchise that relieve it of burdens which create the unfair competitive situation. Should the Company seek such amendments to its Franchise, the parties agree to negotiate in good-faith appropriate changes to the Franchise in order to relieve the Company of such competitive disadvantages. If the parties can reach an agreement on such terms, the Township agrees to support the Company's petition to the Board for modification of the consent in accordance with N.J.S.A 48:5A-47 and N.J.A.C. 14:17-6.7.

If the parties are unable to reach an agreement on appropriate amendments to the franchise, the Township acknowledges that the Company shall have the right to petition the Board directly for such amendments in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7; provided, however, the Township shall be under no obligation to support Cablevision's request for such relief from the Board.

In any subsequent municipal consent, Township shall require, at a minimum, the same terms and conditions of any other provider of multi-channel video programming subject to the Township's regulatory authority as those contained in the instant consent. In the event such subsequent consent does not contain the same terms and conditions as the instant consent, Township agrees to support the Company's petition to the Board for modification of the consent in accordance with NJSA 48:5A-47 and NJAC 14:17-6.7 to relieve the Company of competitive disadvantages identified in the Company's petition.

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, shall remove the cables and appurtenant devices constructed or maintained in connection with the cable services authorized herein, unless Cablevision, its affiliated entities or assignees should, within six

(6) months after such expiration, termination or revocation obtain certification from the 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 services available to the residents of the Township as described in the Application for municipal consent. All Cablevision support for PEG access shall be for the exclusive benefit of Cablevision's subscribers.

B. The Township 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 Township 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 Township's provision of PEG access programming on such channel.

C. Cablevision shall have discretion to determine the format and method of transmission of the PEG access programming provided for in this Section 21.

D. **[TO BE DISCUSSED]** Cablevision shall provide the Township with a one-time PEG grant of up to _____ dollars (\$_____.00) payable as follows: (1) an initial grant payment _____ dollars (\$_____.00) within 90 days of the issuance of the Certificate of Approval by the Board of Public Utilities (the "Initial Grant"); and (2) a grant up to _____ dollars (\$_____.00) provided in annual installments of _____ dollars (\$_____.00) each, upon written request by the Township (the "Annual Grant). Each installment of the Annual Grant shall be payable to the Township annually during the term of this Franchise, within ninety (90) days from receipt of the Township's written request. Cablevision shall not be obligated to make any additional payments beyond year ten of the franchise term.

E. The Township agrees that the Initial Grant and the Annual Grant provided pursuant to Paragraph E shall be used by the Township for any cable and/or other telecommunications related purpose and/or for the exclusive support of PEG access programming, such as the purchase and/or rental of PEG access equipment and facilities. On request, the Township shall provide Cablevision with a certification of compliance with this Section 21(E).

F. The Company shall have no further obligation to provide any PEG grant payments due and payable after the date upon which the Company converts the municipal consent granted herein to a system-wide franchise in accordance with N.J.S.A. 48:5A-25.1.

SECTION 22. INCORPORATION OF APPLICATION

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Township by the Company except as modified herein, are binding upon Cablevision as terms and conditions of this consent. The Application and any other written amendments thereto 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; as such laws, rules and regulations may be amended from time to time.

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. NOTICE

Notices required under this Ordinance shall in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Ordinance shall run from receipt of such written notice.

Notices to the Company shall be mailed to:

Altice USA
1 Court Square West
Long Island City, NY 11101
Attention: Vice President for Government/Public Affairs, New Jersey

With a copy to:

CSC TKR, LLC d/b/a Cablevision of Morris
c/o Altice USA
1 Court Square West
Long Island City, NY 11101 Attention: Legal Department

Notices to the Township shall be mailed to:
Township of Montville

_____, New Jersey _____
Attention: Township Administrator

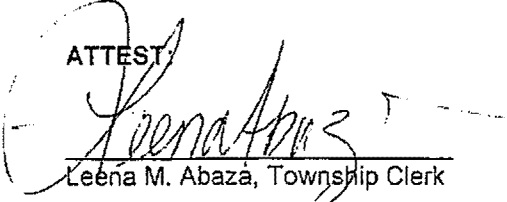
Notwithstanding anything herein to the contrary, regulatory notices from Cablevision to the Township which are required pursuant to 47 C.F.R. Part 76 may be served electronically upon the Township, instead of by first class mail as described above, to an email address provided by the Township.

**SECTION 26. EFFECTIVE DATE AND BOARD OF PUBLIC UTILITY
APPROVAL**

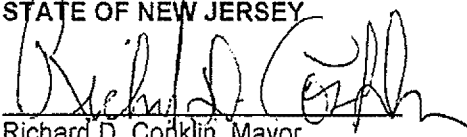
This Ordinance shall take effect upon issuance of a Certificate of Approval as issued by the Board of Public Utilities that incorporates the material terms of this Ordinance. Nothing herein shall alter the right of the Company to seek modification of this Ordinance in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7. In accordance with N.J.S.A. 48:5A-25.1, the terms of this Ordinance will no longer be in effect upon Cablevision converting the municipal consent (and any certificate of approval) into a system-wide franchise.

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

Signed this 15th day of February, 2019.

ATTEST:

Leena M. Abaza, Township Clerk

TOWNSHIP OF MONTVILLE
COUNTY OF MORRIS
STATE OF NEW JERSEY


Richard D. Corklin, Mayor

Introduction: January 8, 2019
Public Hearing: February 14, 2019
Adoption: February 14, 2019



May 3, 2019

Hon. Richard Conklin
Mayor
Township of Montville
195 Changebridge Road
Montville, NJ 07045

Dear Mayor Conklin:

Pursuant to NJSA 48:5A-24, CSC TKR, LLC d/b/a Cablevision of Morris, a subsidiary of Altice USA, Inc. hereby accepts issuance of the municipal consent for the construction, operation and maintenance of a cable television system within the Township of Montville as set forth in Ordinance No. 2019-02, adopted on February 12, 2019 with all of the terms and conditions thereof as approved by the Mayor and Council of the Township of Montville.

Altice looks forward to the continuation of a harmonious working relationship with the Township of Montville and to serving its residents.

Sincerely,

Craig Johnson
Vice President Government Affairs & Policy

cc: Leena Abaza, Municipal Clerk Township of Montville
New Jersey Office of Cable Television and Telecommunications
Robert Hoch, Altice USA
Marilyn Davis, Altice USA