

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF CABLE TELEVISION & TELECOMMUNICATIONS**

SCARINCI & HOLLENBECK, LLC
1100 Valley Brook Avenue
P.O. Box 790
Lyndhurst, New Jersey 07071-0790
(201) 896-4100
Attorneys for Petitioner
Comcast of Central New Jersey, LLC
File No. 41000.3000

IN THE MATTER OF THE PETITION OF
COMCAST OF CENTRAL NEW JERSEY, LLC,
FOR A RENEWAL CERTIFICATE OF
APPROVAL TO CONTINUE TO CONSTRUCT,
OPERATE AND MAINTAIN A CABLE
TELEVISION SYSTEM IN AND FOR THE
TOWNSHIP OF MONROE, COUNTY OF
MIDDLESEX, STATE OF NEW JERSEY

**REPLY TO ANSWER FILED BY
MONROE TOWNSHIP**

Docket No. CE20030219

Comcast of Central New Jersey, LLC (“Comcast” or the “Company”), in reply to the Answer filed by Monroe Township (the “Township”) on March 26, 2020, states as follows:¹

BACKGROUND

Comcast filed a Verified Petition with the Board on March 5, 2020, seeking issuance of an Automatic Renewal Certificate of Approval (the “Automatic Renewal”) with a duration of ten (10) years to continue to construct, operate and maintain a cable television system in the Township.² Comcast’s Verified Petition was filed prior to the March 13, 2020 expiration of the initial term of its 2007 Renewal Certificate of Approval in accordance with N.J.A.C. 14:18-

¹ Comcast reserves the right to respond to the Answer more fully if, as, and when appropriate.

13.6(a)(4), which provides that a “cable television company may file a petition for direct certification . . . prior to the expiration of the initial certificate” if a “municipality has arbitrarily issued a notice of intention not to accept renewal.”

**THE TOWNSHIP’S AFFIRMATIVE DEFENSES
AND COMCAST’S RESPONSES**

The Township filed its Answer on March 26, 2020. The Answer purported to assert two affirmative defenses.

Paragraph 39: First, the Township reiterated its claim that Comcast did not remedy within ninety (90) days certain unspecified “deficiencies in connection with the automatic renewal provision” or seek an extension of time to do so, and concluded on that basis that Comcast “is not entitled to relief” (the “First Affirmative Defense”). (See Answer at ¶ 39.)

Response: Denied. Comcast respectfully asserts that its Verified Petition was timely filed as a matter of law because the Verified Petition was submitted to the Board prior to the expiration of the 2007 Renewal Certificate of Approval. See N.J.A.C. 14:18-13.6(a)(4) (providing that, where a municipality has arbitrarily and capriciously issued a notice of intention not to accept renewal, a cable television company’s petition for direct certification is timely if filed before the lapse of the initial certificate).

Paragraph 40: Second, the Township cited to an ordinance “approved” by the Board of Public Utilities incorporating Comcast’s application for the 2007 Renewal Certificate of Approval as a “source” of Comcast’s “complete obligations” (the “Second Affirmative Defense”), but did not identify any provision in either the ordinance or the incorporated application that supports denial of the Automatic Renewal. (See Answer at ¶ 40.)

² Unless otherwise defined herein, all capitalized terms have the meaning ascribed to them in Comcast’s Verified Petition.

Response: Denied. The Township's Second Affirmative Defense, which points out that Ordinance No. 0-3-2007-004 incorporating Comcast's original franchise application is a source for certain of Comcast's obligations to the Township, does not constitute an affirmative defense. It does not identify any provisions in the ordinance as relevant to the Township's decision to deny the Automatic Renewal. It is axiomatic that merely asserting the existence of relevant legal or contractual provisions, without more, cannot establish that those provisions were violated in any way. The mere existence of legal and contractual obligations is not an affirmative defense.

CONCLUSION

Comcast respectfully submits that it possesses the character, suitability, financial integrity, and ability to efficiently perform the proposed services and those that may be required by the public convenience during the renewal period. The Township's own Committee found that Comcast has all of the necessary qualifications to operate, construct, and maintain a cable television system in the Township. Despite having advised Comcast more than a year and a half ago, in August 2018, that it was considering denying Automatic Renewal, the Township still has not made any valid findings that Comcast is not qualified for renewal.

The “affirmative defenses” advanced by the Township are no more valid than the vague and unsubstantiated allegations improperly relied upon by the Township in initially denying Comcast’s Automatic Renewal.

Respectfully submitted,

SCARINCI & HOLLENBECK, LLC
Attorneys for Petitioner
Comcast of Central New Jersey, LLC

By: /s/ Dennis C. Linken
Dennis C. Linken

By: /s/ Laura M. Miller
Laura M. Miller

Dated: April 6, 2020