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RECEIVED
CASE MANAGEMENT

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

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MAIL ROOM

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
CASE MANAGEMENT

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

CE 19070782

Re: In the Matter of the Application of Cablevision of Oakland, LLC 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

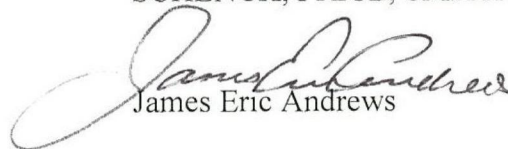
Dear Ms. Camacho:

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
DHG
RPA
CABLE(6)

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)

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

SCHENCK, PRICE, SMITH & KING, LLP

220 Park Avenue

P.O. Box 991

Florham Park, New Jersey 07932

(973) 539-1000

Attorneys for Petitioner, Cablevision of Oakland

RECEIVED
MAIL ROOM

JUL 01 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

:
IN THE MATTER OF THE APPLICATION OF :
CABLEVISION OF OAKLAND, LLC FOR :
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 :
_____:

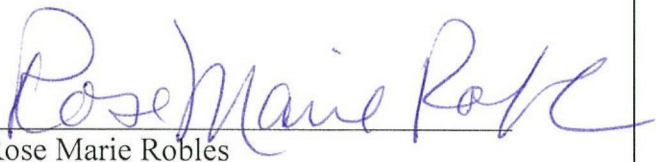
DOCKET NO.

**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

VERIFICATION

STATE OF NEW YORK:

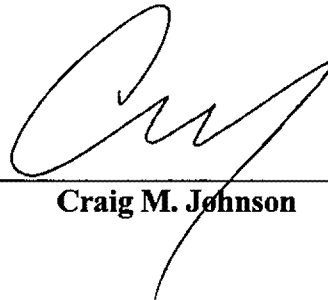
ss.:

COUNTY OF QUEENS:

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

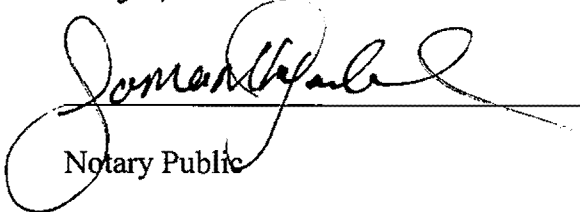
1. I am Vice President of Government Affairs for Cablevision of Oakland, LLC.

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 21 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

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 Cablevision of Oakland, 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.
CABLEVISION OF OAKLAND, LLC FOR	:
RENEWAL OF A CERTIFICATE OF APPROVAL	:
TO CONTINUE TO OPERATE AND MAINTAIN	:
A CABLE TELEVISION SYSTEM IN THE	: VERIFIED PETITION
TOWNSHIP OF MONTVILLE, COUNTY OF	: FOR RENEWAL OF A
MORRIS, STATE OF NEW JERSEY	: CERTIFICATE OF APPROVAL

Cablevision of Oakland, a limited liability company having its place of business at 40 Potash Road, Oakland, New Jersey 07436, 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. 2008-08 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 and Telecommunications.

4. On February 14, 2019, the Township adopted Municipal Ordinance No. 2019-03, 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. 2019-03 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 40 Potash Road, Oakland, New Jersey 07436.

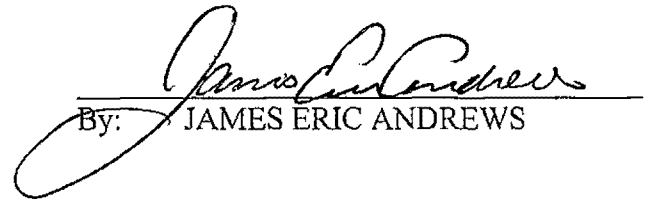
7. Cablevision has been operating its cable system within the Township in compliance with applicable federal and state law and in conformance with the rules, regulations and orders of the Board. Cablevision has fulfilled its material commitments set forth in the existing Certificate of Approval.

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, Cablevision of Oakland, LLC 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 CABLEVISION OF OAKLAND, LLC, AT 220 PARK AVENUE, P.O. BOX 991, FLORHAM PARK, NEW JERSEY 07932, ATTENTION: JAMES ERIC ANDREWS, ESQ., (973) 539-1000.

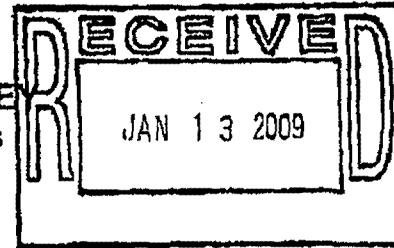
Agenda Date: 12/17/08
Agenda Item: IIB

JAN 06 2009

copy to
GEM



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 CABLEVISION)
OF OAKLAND, LLC 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. CE08090701

(SERVICE LIST ATTACHED)

BY THE BOARD:

On November 21, 1979, the Board granted Micro-Cable Communications Corporation ("Micro-Cable") a Certificate of Approval, in Docket No. 799C-6544, for the construction, operation and maintenance of a cable television system for certain areas in the Township of Montville ("Township"). Through a series of transfers with required Board approvals, TCI of Northern New Jersey, Inc. ("TCI") became the holder of the Certificate. On September 8, 1995, the Board granted a Renewal Certificate of Approval to TCI in Docket No. CE97050348. Through a series of subsequent transfers with the required Board approvals, the current holder of the Certificate is Cablevision of Oakland, LLC ("Petitioner"). On June 8, 2005, the Board granted a Renewal Certificate of Approval to the Petitioner in Docket No. CE05030201. 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 2, 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 40 Potash Road in the Borough of Oakland, 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 install cable in all residences in the franchised portion of the Township at tariffed rates for standard and non-standard installation. Installations to commercial establishments shall be constructed in accordance with the Petitioner's commercial line extension policy attached to this Certificate as Appendix "I."
10. The Petitioner shall provide public, educational and governmental ("PEG") access channels and facilities in accordance with its renewal application and the ordinance. The Petitioner shall provide two channels for PEG access purposes. The channels are available for use by schools, libraries, religious, government and other organizations within the community wishing to cablecast their non-commercial programming. Entitles with radiant gear set up and fiber return feed

may cablecast directly from their own facilities; otherwise, it is necessary to deliver tapes to the Petitioner's Oakland studio for playback into the local hub area.

11. The Petitioner maintains access studios for use by interested groups for production of PEG access programming and provides television production training. Use of the access studios, equipment and editing facilities shall be available free of charge to interested groups on a first-come, first-served basis. The Petitioner also provides some remote equipment for use on field shoots.
12. Upon request of the Township, the Petitioner shall provide one standard installation and monthly cable service, free of charge, to all state and local accredited public elementary and secondary schools, all municipal libraries, and to the municipal buildings located in 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 one municipally-owned facility at the Township's choosing.
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 each state or locally accredited public elementary and secondary school, and each municipal public library 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 following portion of the Township:

The portion of Montville Township, County of Morris, State of New Jersey, having generally triangular configuration, bounded on the east by the Township of Lincoln Park, on the northeast by the Township of Kinnelon, on the south by Indian Lane, on the west by Jacksonville Road and Brook Valley Road; and including also properties fronting (existing and future) on the west side of Jacksonville Road for its full length north of Indian Lane, properties fronting (existing and future) on the west side of Brook Valley Road for its full length north of Jacksonville Road, and properties fronting on Tumbling Brook Drive and South Road as they presently exist.

CSC TKR, Inc. d/b/a Cablevision of Morris is authorized to provide service to the entirety of the Township under Docket No. CE08090704, 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.

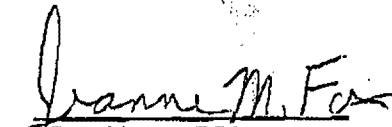
Failure to comply with all applicable laws, rules, regulations and orders of the Board or Office of Cable Television and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this Certificate.

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 a 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.

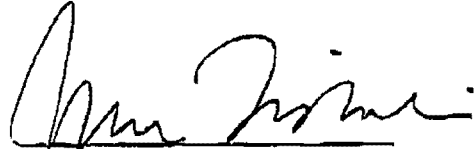
This Certificate shall expire ten years from the date of its issuance.

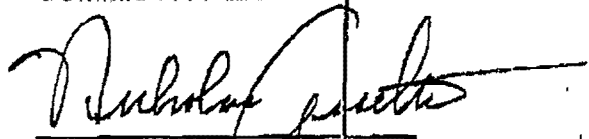
DATED: 12/18/08


BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

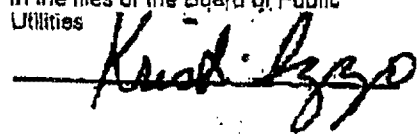

NICHOLAS ASSELTA
COMMISSIONER


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 "J"
CABLEVISION OF OAKLAND, LLC
TOWNSHIP OF MONTVILLE

COMMERCIAL LINE EXTENSION RATE POLICY

1. Intent. It is the intent of CABLEVISION that a rate policy be established under which any businesses within the company's franchise areas would have the opportunity to obtain cable television service.

2. Applicability. This line extension rate shall apply to all cable television service extensions, aerial and underground, on public and private lands, provided by CABLEVISION.

3. Definitions.

(a) Line or Service. That situation where the company must extend its existing trunk line and/or distribution cable in order to make a tap available from which a drop line can be run so as to provide cable television service to the applicant's premises. The line or service extension shall include, but not be limited to, all poles, cables, amplifiers, extenders, splitters, taps, right-of-way acquisitions and clearing, trenching, backfilling and any other one-time costs incurred by CABLEVISION in connection with extending service to the applicant. A line or service extension shall not include facilities provided by CABLEVISION pursuant to its applicable installation rates then existing.

(b) Applicant. Any person, firm, corporation or association that applies to CABLEVISION for service to a commercial establishment in the franchise area.

(c) Commercial Establishment. Any building or structure, or portion thereof, not used for residential purposes including, but not limited to, profit and non-profit corporations or associations, which has requested the installation of cable television service requiring line or service extension as defined herein.

(d) Drop Line. That cable which connects the subscriber's television receiver to the cable transmission system by way of a tap.

(e) Tap. A connecting device inserted in the cable transmission line which allows for the connection of a drop line. An aerial or underground "drop line" constitutes a transmission cable running from the distribution or feeder cable to the subscriber's connection or receiver.

(f) Trunk Line. Transmission cable running from headend to trunk amplifiers and through each trunk amplifier in cascade in the system from which connections for distribution and feeder cable are provided.

(g) Distribution or Feeder Cable. Transmission cable which extends from the distribution amplifiers serving specific areas within the system and from which drop lines are extended.

(h) Qualified Subscriber. Any applicant who, as a potential subscriber, has committed to purchase at least the basic service from CABLEVISION for a period of not less than two (2) years.

4. Schedule.

(a) Within thirty (30) days after the date on which the service is requested, but not more than ninety (90) days from the date upon which the request for service was made, CABLEVISION shall furnish the applicant with (1) an estimate request form, (2) a copy of this line extension policy, and (3) notification that service can only be provided by means of a line or service extension.

(b) If the applicant requests a written estimate within thirty (30) days after being advised that service can only be provided by means of a line or service extension, CABLEVISION shall, within sixty (60) days of such request, furnish a written estimate, a construction schedule, and a service extension contract to be signed by the applicant.

(c) The applicant must return a signed service extension agreement within thirty (30) days after receipt of the material described in Paragraph (b) together with a check in the amount of \$50.00 representing a service extension deposit which will be credited against the applicant's contribution in aid of construction invoice to the applicant which must be signed and returned to CABLEVISION with the full payment before construction will commence.

(d) If the applicant fails to meet any of the applicable deadlines or any of the terms herein before set forth without the approval of CABLEVISION, any obligations pertaining to the proposed line or service extension shall cease and be of no further force or effect.

5. Commercial Line Extension Rate Charges.

A commercial establishment requesting line or service extension shall bear all of the following costs to make a tap available from which a drop line may be installed:

(a) The actual cost to CABLEVISION of materials and equipment necessary to make service available plus shipping charges and applicable taxes.

(b) The actual labor costs incurred by CABLEVISION, exclusive of benefits.

(c) The actual costs of designs, surveys, prints and engineering or other such labor involved in the preparation or actual construction required.

(d) The direct costs of any easements, make-ready or other third party actions required to perform and complete construction such as, but not limited to, power companies, telephone companies, road work, trenching or the like.

(e) In addition, the applicant shall pay to CABLEVISION a sum equal to twenty percent (20%) of the entire actual cost of construction as set forth above.

(f) In the event additional commercial subscribers come on-line in an area in which service extension has been provided in accordance herewith, each additional subscriber shall, in addition to the applicable installation rate, be required to contribute their pro-rata share of the original construction costs. Said pro-rata share shall be derived by dividing the original construction cost by the number of then existing on-line subscribers including the additional subscriber(s).

(g) Any funds collected from additional subscribers will be retained by CABLEVISION in an interest-bearing account and distributed equitably so as to equalize all subscriber construction contributions. Distribution will be made two years after the original service extension was provided. After said two year period, there shall be no further apportionment of the original construction cost.

6. Record Keeping and Annual Reports. CABLEVISION shall maintain appropriate records of its costs, subscriber and applicant billings, and revenues resulting from a request for or the construction of a service extension.

7. Ownership of Facilities: CABLEVISION shall own and maintain the facilities for which a service extension is made and any applicant-subscriber shall not acquire any interest herein.

8. Method of Service Extension. CABLEVISION reserves the right to provide either an aerial or underground service extension.

9. Term of Service. The minimum term of at least basic subscriber service for an applicant requesting service extension, or his successors and assigns, shall be twenty-four (24) months after the service extension has been energized. Said term shall be guaranteed by the applicant in the service extension contract specified in Paragraph 4(c) hereof.

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 07045-942

Adam Falk
Vice President
Government and Public Affairs - NJ
Cablevision
683 Route 10 East
Randolph, NJ 07883

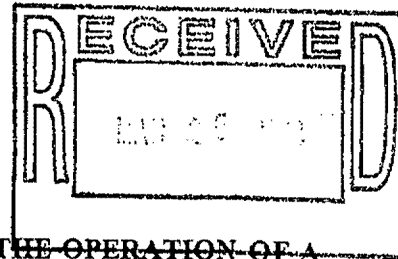
Jessica L. Campbell
Deputy Attorney General
Division of Law
124 Halsey Street
Newark, NJ 07102

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. 2008-08



AN ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE SYSTEM WITHIN THE TOWNSHIP OF MONTVILLE, NEW JERSEY TO CABLEVISION OF OAKLAND, LLC.

WHEREAS, the governing body of the Township of Montville (hereinafter referred to as the "Township") determined that Cablevision of Oakland, LLC., (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 April 9, 2007 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 Cablevision of Oakland, LLC. ("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 portion of Montville Township, County of Morris, State of New Jersey, having generally triangular configuration, bounded on the east by the Township of Lincoln Park, on the northeast by the Township of Kinnelon, on the south by Indian Lane, on the west by Jacksonville Road and Brook Valley Road; and including also properties fronting (existing and future) on the west side of Jacksonville Road for its full length north of Indian Lane, properties fronting (existing and future) on the west side of Brook Valley Road for its full length north of Jacksonville Road, and properties fronting on Tumbling Brook Drive and South Road as they presently exist.

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. FRANCHISE FEE

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

SECTION 9. 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.

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 (1) one municipally owned facility, without charge, 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 10. 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 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 11. 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 12. 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 13. 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 14. 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 15. PERFORMANCE BOND

Cablevision shall obtain and maintain, at its sole cost and expense, during the entire term of this Ordinance, a bond 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 16. 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 17. 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 18. 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 19. 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 20. 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.

SECTION 21. 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 22. CONSISTENCY WITH APPLICABLE LAWS

This consent shall be construed in a manner consistent with all applicable federal, State and local laws.

SECTION 23. 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 24. 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.

Deborah N. ...
Mayor

Attest: *Gertrude H. Atkinson*
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
Gertrude H. Atkinson, Township Clerk

/// CABLEVISION

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 #2019-03

AN ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF MONTVILLE, NEW JERSEY TO CABLEVISION OF OAKLAND, LLC.

WHEREAS, the governing body of Township of Montville (hereinafter referred to as the "Township") determined that Cablevision of Oakland, LLC, (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 Cablevision of Oakland, LLC ("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 portion of Montville Township, County of Morris, State of New Jersey, having generally triangular configuration, bounded on the east by the Township of Lincoln Park, on the northeast by the Township of Kinnelon, on the south by Indian Lane, on the west by Jacksonville Road and Brook Valley Road; and including also properties fronting (existing and future) on the west side of Jacksonville Road for its full length north of

Indian Lane, properties fronting (existing and future) on the west side of Brook Valley Road for its full length north of Jacksonville Road, and properties fronting on Tumbling Brook Drive and South Road as they presently exist.

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. 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 9. 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.

SECTION 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 20.

SECTION 21. 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 22. 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 23. 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 24. 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:

Cablevision of Oakland, LLC
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 25. 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.

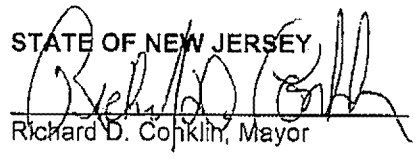
BE IT FURTHER ORDAINED that this Ordinance shall take effect upon the passage, and publication as required by law.

Signed this 15th day of February, 2019.

TOWNSHIP OF MONTVILLE
COUNTY OF MORRIS

ATTEST


Leena M. Abaza, Township Clerk

STATE OF NEW JERSEY


Richard D. Conklin, 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, Cablevision of Oakland, LLC; 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. 2019-03, 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,

A handwritten signature in black ink, appearing to read 'Craig M. Johnson', written in a cursive style.

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