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RECEIVED
CASE MANAGEMENT

July 16, 2019

Via FedEx Overnight Mail

Aida Camacho-Welch, Secretary
Board of Public Utilities
44 South Clinton Avenue
3rd Floor, Suite 314
Trenton, NJ 08625

JUL 17 2019
BOARD OF PUBLIC UTILITIES
TRENTON, NJ

RECEIVED
MAIL ROOM

JUL 17 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

CE19070826

Re: In the Matter of the Petition of Time Warner Cable New York City LLC, l/k/a Charter Communications, for a Renewal Certificate of Approval to Continue to Construct, Operate and Maintain a Cable Television System in and for the Village of Ridgefield Park, County of Bergen, State of New Jersey
Our File No. 41008.1000

Dear Secretary Camacho-Welch:

Enclosed herewith please find the original and eleven (11) copies of the Verified Petition and Verification filed on behalf of Time Warner Cable New York City LLC, l/k/a Charter Communications ("Charter"), along with three (3) copies of Charter's public Application for Renewal of a Certificate of Approval ("Application"), with respect to the above-referenced matter. Said copies of the Application have been redacted so as to protect certain confidential information contained therein. Confidential copies of the Application are being submitted simultaneously under separate cover, along with Charter's request for confidential treatment, pursuant to N.J.A.C. 14:1-12 et seq.

Kindly file the Petition and Application and please return the extra copy of this letter, the Petition and the Application stamped "RECEIVED" in the self-addressed, stamped envelope provided herein.

Thank you for your kind consideration. Should you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

Laura M. Miller

Laura M. Miller
For the Firm
LMM/dp

CMS
Legal
DAG
RPA
CABLE (6)

cc/w/enc. Lawanda R. Gilbert, Director (via FedEx)
Nancy J. Wolf, Administrative Analyst 4 (via FedEx)
Stefanie A. Brand, Director (via first class mail)
Tara S. O'Grady, Village Clerk (via first class mail)
Rodney S. Capel, Vice President, State Government Affairs (via email)

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

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Attorneys for Petitioner
Time Warner Cable New York City LLC, I/k/a Charter Communications
Our File No. 41008.5000

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BOARD OF PUBLIC UTILITIES
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BOARD OF PUBLIC UTILITIES
TRENTON, NJ

IN THE MATTER OF THE PETITION OF)
TIME WARNER CABLE NEW YORK CITY)
LLC, I/k/a CHARTER COMMUNICATIONS,)
FOR A RENEWAL CERTIFICATE OF)
APPROVAL TO CONTINUE TO)
CONSTRUCT, OPERATE AND MAINTAIN A)
CABLE TELEVISION SYSTEM IN AND FOR)
THE VILLAGE OF RIDGEFIELD PARK,)
COUNTY OF BERGEN, STATE OF NEW)
JERSEY)

VERIFIED PETITION

Docket No.

Time Warner Cable New York City LLC, I/k/a Charter Communications (hereinafter “Charter” or “Petitioner”), hereby petitions the Honorable Board of Public Utilities (the “Board”), pursuant to 47 U.S.C. §546, N.J.S.A. 48:5A-15, -16, and -17, N.J.A.C. 14:18-13.6 and N.J.A.C. 14:17-6.6, for a Renewal Certificate of Approval to continue to construct, operate and maintain its cable television system (“System”) in the Village of Ridgefield Park, Bergen County, New Jersey (“Ridgefield Park” or the “Village”).

In support of its Petition, Charter states as follows:

COUNT ONE

1. Charter is a duly organized limited liability company formed under the laws of the State of Delaware, and maintains its principal local offices at 200 Roosevelt Place, Palisades Park, New Jersey 07650.

2. Pursuant to N.J.S.A. 48:5A-1 et seq., Charter is a cable television company subject to the jurisdiction of the Office of Cable Television & Telecommunications (“OCTV&T”) and the Board.

3. The Petitioner, through wholly-owned subsidiaries, is 100% owned by Charter Communications, Inc., a publicly traded corporation and the parent company of all of the “Charter” cable television entities throughout the country. Charter Communications, Inc. is the nation’s second largest cable television company, serving more than 26 million subscribers.

4. Petitioner provides cable service to fourteen (14) municipalities in Northern New Jersey (the “Bergen System”) pursuant to municipal consent ordinances issued by said municipalities and Certificates of Approval issued by the Board with respect thereto.¹

5. Charter has continued to provide safe, adequate and proper cable television service in the municipalities it serves since its acquisition of the Bergen System.

6. Pursuant to N.J.S.A. 48:5A-17(a) and (b) and -28(c), on or about September 1, 1977, in Docket No. 776C-6287, the Board issued a Certificate of Approval to Vision Cable Television Company (“Vision Cable”) to construct, operate and maintain the System in the Village. A copy of said Certificate of Approval is on file at the OCTV&T.

¹ The Bergen System is comprised of the municipalities of Cliffside Park, Edgewater, Englewood, Englewood Cliffs, Fairview, Fort Lee, Leonia, Little Ferry, Moonachie, Palisades Park, Ridgefield, Ridgefield Park and Teterboro in Bergen County, and Guttenberg in Hudson County.

7. Pursuant to N.J.S.A. 48:5A-15 and -16, on or about June 29, 1987, in Docket No. CE86101163, the Board issued a Renewal Certificate of Approval to Vision Cable for the continued construction, operation and maintenance of the System in the Village. A copy of said Renewal Certificate is on file at the OCTV&T.

8. On or about March 13, 1995, in Docket No. CM94110531, the Board approved the transfer of the System from Vision Cable to Time Warner Entertainment-Advance/Newhouse Partnership ("TWE-A/N").

9. Pursuant to N.J.S.A. 48:5A-15 and -16, on or about August 20, 1998, in Docket No. CE97090679, the Board issued a Renewal Certificate of Approval to TWE-A/N for the continued construction, operation and maintenance of the System in the Village. A copy of said Renewal Certificate is on file at the OCTV&T.

10. On or about January 31, 2001, in Docket No. CM00080556, the Board approved the transfer of the System from TWE-A/N to TWFanch-One Co., d/b/a Time Warner Cable ("TWFanch"). Said transfer was part of an internal reorganization and was from one Time Warner Cable controlled entity to another.

11. Pursuant to N.J.S.A. 48:5A-15 and -16, on or about December 6, 2006, in Docket No. CE03110925, the Board issued a Renewal Certificate of Approval to TWFanch for the continued construction, operation and maintenance of the System in the Village. A copy of said Renewal Certificate is on file at the OCTV&T.

12. On or about December 31, 2009, pursuant to an Order of Approval dated December 17, 2009, in Docket No. CM09080719, Time Warner Entertainment Company, L.P., d/b/a Time Warner Cable ("TWE"), succeeded to the rights of TWFanch with respect to

ownership and operation of the System. Said transfer was part of an internal reorganization and was from one Time Warner Cable controlled entity to another.

13. On or about September 30, 2012, pursuant to an Order of Approval dated September 13, 2012, in Docket No. CM12030252, Time Warner Cable New York City LLC, d/b/a Time Warner Cable (“TWCNYC”), petitioner herein, succeeded to the rights of TWE with respect to ownership and operation of the System. Said transaction was part of an internal reorganization and was from one Time Warner Cable controlled entity to another.

14. Pursuant to N.J.S.A. 48:5A-1 et seq. and N.J.A.C. 14:18-13.3(a)3, on or about October 24, 2013, TWE submitted an Application for Renewal of Municipal Consent (hereinafter the “Municipal Application”) to the Village to continue to construct, operate and maintain the System in the Village.

15. On or about July 17, 2014, a public hearing was held by the Village with respect to Petitioner’s Municipal Application, during which all interested persons desiring to be heard were so heard.

16. On or about May 18, 2016, pursuant to authorization set forth in an Order of the Board dated March 31, 2016, in Docket No. CM15070770, TWCNYC became a wholly-owned indirect subsidiary of Charter Communications, Inc.

17. On or about December 11, 2018, the Village adopted Ordinance No. 2018-11 (the “Ordinance”) granting to Petitioner renewal of its Municipal Consent (“Renewal of Municipal Consent”) to continue to construct, operate and maintain the System in the Village. A copy of said Ordinance is annexed hereto as Exhibit A.

18. On or about December 19, 2018, Charter filed its formal acceptance of the terms and conditions of the Renewal of Municipal Consent granted by the Village, pursuant to N.J.S.A. 48:5A-24. A copy of said letter of acceptance is annexed hereto as Exhibit B.

19. The information pertaining to Petitioner on file with the OCTV&T, together with the information contained in Petitioner's Municipal Application and its Application for Renewal of a Certificate of Approval ("COA Application"), simultaneously filed herewith, all of which is adopted by reference thereto, establishes the requisite criteria for the continued construction, ownership, operation and management of the System in Ridgefield Park by Charter.

20. Charter possesses the requisite character and suitability for the continued operation of the System. Further, as indicated in the Municipal Application, the COA Application and other information on file with the OCTV&T, Charter possesses the necessary financial responsibility and ability to perform efficiently the proposed services and those services which may be required by the public convenience and necessity during the renewal period. The public convenience and necessity generally support the appropriateness of the issuance of a renewal Certificate of Approval to Petitioner.

21. Petitioner has complied, and will continue to comply, with all rules, regulations and laws applicable to the construction, operation and maintenance of the System and will continue to provide safe, adequate and proper cable television service in Ridgefield Park and the other municipalities in which it serves.

COUNT TWO

22. Charter repeats paragraphs 1 through 21 of COUNT ONE as if set forth fully hereinafter.

23. As set forth in the COA Application and other information on file at the OCTV&T, the System operated by Charter in the Village is part of the Bergen System, a larger regional cable television system serving numerous other municipalities contiguous to and surrounding the Village.

24. As also set forth in the COA Application and other information on file at the OCTV&T, the Village represents an integral part of the Charter regional cable system serving portions of the counties of Bergen and Hudson. In addition, the demographics of the Village, as well as its location and other factors, mandate that cable television service be provided by Charter as part of the Bergen System.

25. The Village portion of Bergen System is necessary for the continued provision of safe, adequate and economical cable television service to the citizens and residents of the Village and the larger Bergen System generally. Further, continuation of Charter's operating authority in the Village will avoid an unreasonable duplication of services that would otherwise be detrimental to the development of adequate cable television service.

26. Charter is entitled to a renewal of its Certificate of Approval for the Village, pursuant to the provisions of Section 17(b) of the New Jersey Cable Television Act, N.J.S.A. 48:5A-1 et seq.

27. Charter believes that a Renewal Certificate of Approval for the Village is necessary and proper for the public convenience and will serve the public interest for reasons which include, inter alia, the following:

a. The grant of a Renewal Certificate of Approval to Charter will ensure the continued provision of cable television service to the residents of the Village;

b. The services to be provided by Charter as set forth in its COA Application are of great benefit to the citizens and residents of the Village;

c. The financial strength and technical expertise of Charter are more than adequate to continue to construct, operate and maintain its cable television system in the Village; and

d. Charter, its officers and its directors, have vast experience in all aspects of cable television. In particular, they possess and represent the highest degree of technical and engineering competence, significant administrative experience and a demonstrated responsiveness to community needs. In addition to the Village, Charter and its affiliates hold Certificates of Approval or other authorization to construct, operate and maintain cable television systems in 41 states throughout the U.S.

WHEREFORE, it is requested that this Honorable Board of Public Utilities issue to Time Warner Cable New York City LLC, I/k/a Charter Communications, a Renewal Certificate of Approval to continue to construct, operate and maintain a cable television system in and for the Village of Ridgefield Park.

Respectfully submitted,

SCARINCI & HOLLENBECK, LLC
Attorneys for Petitioner
Time Warner Cable New York City LLC,
I/k/a Charter Communications

By: 
Laura M. Miller

Dated: June 6, 2019

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

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(201) 896-4100
Attorneys for Petitioner
Time Warner Cable New York City LLC, l/k/a Charter Communications
Our File No. 41008.1000

IN THE MATTER OF THE PETITION OF)
TIME WARNER CABLE NEW YORK CITY)
LLC, l/k/a CHARTER COMMUNICATIONS,)
FOR A RENEWAL CERTIFICATE OF)
APPROVAL TO CONTINUE TO)
CONSTRUCT, OPERATE AND MAINTAIN A)
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THE VILLAGE OF RIDGEFIELD PARK,)
COUNTY OF BERGEN, STATE OF NEW)
JERSEY)

VERIFICATION

Docket No.

Rodney S. Capel, hereby certifies as follows:


1 I am Vice President, State Government Affairs, of Charter Communications, Inc., indirect parent of Time Warner Cable New York City LLC, l/k/a Charter Communications, Petitioner in the within matter.

2 I am familiar with the nature and contents of the Verified Petition to which this Verification is annexed.

3 The allegations of the Verified Petition are true and accurate to the best of my knowledge, information and belief.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I may be subject to punishment.

Dated: July 12, 2019


Rodney S. Capel

VILLAGE OF RIDGEFIELD PARK

ORDINANCE NO. 2018-11

AN ORDINANCE GRANTING THE VILLAGE OF RIDGEFIELD PARK'S MUNICIPAL NON-EXCLUSIVE CONSENT FOR THE RENEWAL OF A FRANCHISE FOR CABLE TELEVISION SERVICE IN THE VILLAGE OF RIDGEFIELD PARK, COUNTY OF BERGEN AND STATE OF NEW JERSEY, SAID FRANCHISE BEING GRANTED TO TIME WARNER CABLE NEW YORK CITY LLC, I/k/a CHARTER COMMUNICATIONS, FOR A PERIOD OF TEN YEARS

WHEREAS, the Board of Commissioners has received an Application from Time Warner Cable New York City LLC, I/k/a Charter Communications, successor in interest to TWFanch-One Co., d/b/a Time Warner Cable, in turn successor in interest to Time Warner Entertainment/Advanced Newhouse, L.P., located at 200 Roosevelt Place, in the Borough of Palisades Park, Bergen County, New Jersey 07650, for renewal of a cable franchise license previously granted to TWFanch-One Co., d/b/a Time Warner Cable ("Application"); and

WHEREAS, the Board of Commissioners of the Village of Ridgefield Park (hereinafter referred to as the "Governing Body") did set a hearing for the renewal of the ordinance on July 17, 2014, at the Ridgefield Park Municipal Building, and did advertise the hearing for renewal by publishing a notice of public hearing in THE RECORD on May 5, 2014, and June 6, 2014; and

WHEREAS, the Board of Commissioners did hold a public hearing at a regular meeting, advertised in accordance with the Open Public Meetings Law, N.J.S.A. 10:4-6, *et seq.*, and did consider the applicant's comments concerning its petition for renewal, as well as the comments of the public who were in attendance at the meeting; and

WHEREAS, the Governing Body has determined that Time Warner Cable New York City LLC, I/k/a Charter Communications (hereinafter referred to as "the Company"), possesses the necessary legal, technical, character, financial and other qualifications, and that the Company's operating and construction arrangements, and previous operation of its franchise, are adequate and feasible;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Village of Ridgefield Park as follows:

Introductory Provisions/Purposes of the Ordinance.

The Municipality hereby grants to the Company its non-exclusive consent to place in, upon, along, across, above and under the 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 Municipality of a cable television system. Operation and construction, pursuant to said consent, is conditioned upon prior approval of the Office of Cable Television & Telecommunications ("OCTV&T") of the State of New Jersey Board of Public Utilities ("BPU").

Definitions.

For purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions given by federal law, including the Federal Communications Commission, FCC Rules and Regulations 47 C.F.R., Subsection 76.1 *et seq.* and the Communications Act of 1934 at 47 U.S.C. §521 *et seq.*, as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 *et seq.*, and shall in no way be construed to broaden, alter or conflict with federal or state definitions:

- (a) "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, Section 48:5A-1, *et seq.*
- (b) "Company" is the grantee of rights under this ordinance and is known as Time Warner Cable New York City LLC, 1/k/a Charter Communications.
- (c) "Municipality" is the Village of Ridgefield Park, County of Bergen, State of New Jersey.
- (d) "Standard Installation" means installations to residences and buildings that are located up to 125 aerial feet from the point of connection to Company's existing distribution system.
- (e)

Statement of Findings.

A public hearing concerning the consent herein granted to the Company was held by the Governing Body 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 the Company to receive this consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications, and that the Company's operating and construction arrangements are adequate and feasible.

Duration of the Franchise.

The consent herein granted shall expire ten (10) years from the date of issuance by the BPU of a new Certificate of Approval based upon this Ordinance.

Franchise Fee.

Pursuant to the terms and conditions of the Cable Television Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality three and one-half percent (3.5%) of the gross revenues as defined in section 3 of P.L.1972 c.186 (C.48:5A-3), that the Company derives during the calendar year from cable television service charges or fees paid by subscribers in the Municipality to the Company, or any amount permitted by the Act or otherwise allowable by law.

Territory.

The consent granted herein to the Company shall apply to the entirety of the Municipality and any property hereafter annexed.

Extension of Service.

The Company shall be required to proffer cable service along any public right-of-way to any person's residence or business located in all areas of the franchise territory described herein, in accordance with the proposal for the provision of cable services as described in the Application. Any additional extension of the system shall be made in accordance with the Company's line extension policy.

SECTION I. Construction Requirements.

A. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways or other surfaces in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good condition as existed prior to the commencement of said work.

B. Relocation: The Company shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of the Company when lawfully required by the Municipality pursuant to its police powers. The Company shall be responsible for any costs associated with these obligations to the same extent all other users of the Municipality's rights-of-way are responsible for the costs related to the relocation of their facilities.

C. Temporary Removal of Cables: The Company shall, on the request of any third party holding a lawful permit issued by the Municipality, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Municipality's rights-of-way as necessary any property of the Company, provided that the expense of such is paid by any such third party benefiting from the relocation and the Company is given reasonable advance written notice to prepare for such changes. The Company may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

D. Trimming of Trees. During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance for the Company's facilities. Except for incidental trimming done by Company employees in the course of performing their other duties, the Company shall make good faith efforts to notify the Municipality prior to engaging in any such activity. Such notice, to the extent required, shall be provided to the Superintendent of the Department of Public Works, 234 Main Street, Ridgefield Park, New Jersey 07660. No such prior notice is required in the event of an emergency, however, the Company shall notify the Municipality within a reasonable time after any emergency work.

SECTION II. Local Office.

During the term of this franchise the Company shall maintain a local business office, which is currently located at 200 Roosevelt Place, Palisades Park, New Jersey 07650, for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters, and for receiving service of process. Such local business office shall be open during normal business hours, and in no event less than 9:00 AM. to 5:00 P.M., Monday through Friday.

EXHIBIT A

Municipal Complaint Officer.

The OCTV&T of the State of New Jersey Board of Public Utilities is hereby designated as the complaint officer for the Municipality, pursuant to N.J.S.A. 48:5A- 26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17- 6.5.

Performance Bonds.

During the life of the franchise, the Company shall give a bond to the Municipality, which bond shall be in the amount of \$25,000.00. Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its Application and incorporated herein.

Public, Educational or Governmental Access Channels.

The Company shall provide access time for non-commercial use to noncommercial public, governmental and educational entities on one PEG Access Channel, which the Municipality will share with other municipalities in Bergen County, New Jersey, with which the Company has a cable franchise. Time shall be available on the PEG channel to the Municipal governing body or its designee and the Board of Education or its designee at least once per week at a reasonable time to be set by the Company. The Company may also continue to maintain a studio for producing governmental access programming, currently located at 200 Roosevelt Place, Palisades Park, Bergen County, New Jersey 07650.

Free Services.

Subject to applicable law, the Company shall provide, without charge, Standard Installation and one outlet and equipment of Basic Cable Service to the locations identified in Attachment A. The Basic Cable Service provided pursuant to this Section 13 shall not be used for commercial purposes. The Municipality shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Company's Cable System.

Liability Insurance.

The Company agrees to maintain and keep in full force and effect at its sole expense at all times during the term of this consent, sufficient liability insurance naming the Municipality as an insured and insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts of \$1,000,000.00 for bodily injury or death per occurrence, and \$500,000.00 for property damage per occurrence.

Emergency Uses.

The Company shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

Incorporation of the Application.

All of the commitments and statements contained in the Application and any amendment thereto submitted in writing to the Municipality by the Company, except as modified herein, are binding upon the Company as terms and conditions of this consent, subject to change in the ordinary course of business. The Application and any other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference as long as they do not conflict with state or federal law.

SECTION III. Force Majeure.

The Company shall not be liable or responsible for, in whole or in part, any delay or failure to perform any of its obligations hereunder which may result from accidents, floods, fires, earthquakes, tornadoes or other acts of God; war, acts of war (whether or not a declaration of war is made), civil disobedience; civil disturbance, sabotage or vandalism, customer tampering or interference, or act of public enemy; strikes, other labor or job actions or unavailability of materials or equipment; or other events or circumstances beyond the reasonable control of the Company.

SECTION IV. New Regulatory Regime Provision.

A. The Company and the Municipality acknowledge that there is a law currently in effect in New Jersey authorizing cable television companies to elect to seek State-issued franchises. The Company has chosen not to do so at this time but rather to seek a municipal ordinance that will be approved by the issuance of a Certificate of Approval by the BPU. However, the Company's decision at this time not to do so shall not be deemed or construed as a waiver of the Company's right to do so in the future, should it so choose.

B. Should there be any change in local, state or federal law during the term of the franchise granted herein which reduces the regulatory or economic burdens for persons desiring to construct, operate or maintain a cable television system in the Municipality, the Municipality, at the Company's request, shall agree with the Company to amend this Ordinance to similarly reduce the regulatory or economic burdens on the Company. All such amendments must have BPU approval to the extent required by applicable law. It is the intent of this section that, at the Company's election, the Company shall be subject to no more burdensome regulation or provided no lesser benefits under this Ordinance than any other persons that might provide cable television service in the Municipality.

SECTION V. Repeal of Prior Ordinances.

Upon adoption of this ordinance by the Governing Body, and the approval of it by the BPU, and upon the issuance of Certificate of Approval by the BPU, all prior ordinances granting municipal consent to provide cable television service in and for the Municipality shall be repealed in their entirety, and the terms of this ordinance shall be in full force and effect.

SECTION VI. Severability.

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

SECTION VII. Effective Date.

This ordinance shall take effect on the date of issuance by the BPU of a new Certificate of Approval, but in no event earlier than twenty (20) days from the date of adoption and publication as required by law.

SECTION VIII. Filing of Ordinance.

Upon adoption of this ordinance, a true copy of this ordinance shall be filed with the Clerk of the Village of Ridgefield Park, and certified copies of the ordinance shall be forwarded to the OCTV&T and the BPU of the State of New Jersey, and to the Applicant.

I HEREBY CERTIFY that the foregoing is a true copy of an ordinance adopted by the Board of Commissioners of the Village of Ridgefield Park, New Jersey on:

December 11, 2018

Tara O'Grady
Village Clerk

Tara O'Grady
Village Clerk
Approved on December 11, 2018

[Signature]
Commissioner Anlian

[Signature]
Commissioner Kohles

Absent

[Signature]
Commissioner MacNeill
[Signature]
Commissioner Poli

[Signature]
Mayor Fosdick

ATTACHMENT A

1. Municipal Building – 234 Main Street, Ridgefield Park, NJ 07660
2. Volunteer Ambulance Corps – 48 Main Street, Ridgefield Park, NJ 07660
3. Rescue Squad – 52 Main Street, Ridgefield Park, NJ 07660
4. Fire Chief's Office – 50 Main Street, Ridgefield Park, NJ 07660
5. Department of Public Works – 24 Industrial Avenue, Ridgefield Park, NJ 07660
6. Civic Center – 159 Park Street, Ridgefield Park, NJ 07660
7. Municipal Public Library – 107 Cedar Street, Ridgefield Park, NJ 07660
8. Volunteer Fire Company Engine 1 – 63 Mount Vernon Street, Ridgefield Park, NJ 07660
9. Volunteer Fire Company Engine 2 – 45 Euclid Avenue, Ridgefield Park, NJ 07660
10. Volunteer Fire Company Engine 3 – 83 Hackensack Avenue, Ridgefield Park, NJ 07660
11. Volunteer Fire Company Engine 4 – 119 Teaneck Road, Ridgefield Park, NJ 07660
12. Volunteer Fire Company Ladder 1 – 42 Garden Street, Ridgefield Park, NJ 07660
13. Volunteer Fire Company Ladder 2 – 93 Hazelton Street, Ridgefield Park, NJ 07660
14. Lincoln School, 712 Lincoln Avenue, Ridgefield Park, NJ 07660
15. Grant School, 104 Henry Street, Ridgefield Park, NJ 07660



Paul Abbott
Vice President
Legal Government Affairs & Franchising

December 19, 2018

Honorable Mayor George Fosdick and Members of the Board of Commissioners
Village of Ridgefield Park
Municipal Building Court Room - Third Floor
234 Main Street
Ridgefield Park, NJ 07660

Re: Time Warner Cable New York City LLC

Dear Mayor Fosdick and Members of the Board of Commissioners:

Time Warner Cable New York City LLC, I/k/a Charter Communications ("TWCNYC"), is in receipt of a copy of Ordinance No. 2018-11, adopted by the Board of Commissioners on December 11, 2018, granting renewal of municipal consent to TWCNYC to continue to operate and maintain a cable television system in the Village of Ridgefield Park.

Please accept this letter as TWCNYC's formal acceptance of the terms and conditions of Ordinance No. 2018-11. As you are aware, the next step is for us to petition the New Jersey Board of Public Utilities for issuance of a Renewal Certificate of Approval.

On behalf of TWCNYC, I thank you for your kind attention and consideration. We look forward to a continued mutually beneficial relationship with the Village.

Sincerely,

A handwritten signature in black ink that reads "Paul Abbott". The signature is written in a cursive, flowing style.

Paul Abbott