

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

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

**ANSWER OF
MONROE TOWNSHIP**

Docket No. CE20030219

Defendant, Township of Monroe, files this answer in the above- referenced matter and states the following:

BACKGROUND

1. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 1 of the Complaint.
2. Admitted.
3. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 3 of the Complaint.
4. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 4 of the Complaint.
5. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 5 of the Complaint.
6. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 6 of the Complaint.

7. Admitted.

8. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 8 of the Complaint.

9. The Township of Monroe denies knowledge or information sufficient to perform a belief as to the truth or falsity of which municipalities the Comcast of Central New Jersey provides cable service to. The Township of Monroe admits that the Petitioner holds the Certificate of Approval for the Township.

10. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 10 of the Complaint.

11. Admitted in part; denied in part. The 2007 Certificate of Approval, in accordance with its underlying municipal consent ordinance, reflected and included an automatic renewal provision, which states that the Monroe franchise of Comcast of Central New Jersey would be entitled to an automatic renewal if it complied with the material terms and conditions of Ordinance No. 0-3-2007-004.

12. Admitted.

13. Admitted.

14. Admitted.

15. Denied.

16. Admitted.

17. Denied.

18. Denied.

19. Denied.

20. Denied.

21. Denied.

COUNT ONE

22. Defendant hereby incorporates by reference its answers to the preceding paragraphs as though same were fully set forth at length.

23. Denied.

24. Denied.

25. Defendant hereby incorporates by reference its answers to the preceding paragraphs as though same were fully set forth at length.

26. Denied.

27. Denied.

28. Defendant hereby incorporates by reference its answers to the preceding paragraphs as though same were fully set forth at length.

29. Denied.

30. Denied.

COUNT TWO

31. Defendant hereby incorporates by reference its answers to the preceding paragraphs as though same were fully set forth at length.

32. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 32 of the Complaint.

33. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 33 of the Complaint.

34. The Township of Monroe denies knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in Paragraph 34 of the Complaint.

35. Denied.

36. Denied.

37. Denied.

AFFIRMATIVE DEFENSES

38. Defendant hereby incorporates by reference its answers to the preceding paragraphs as though same were fully set forth at length.

39. Plaintiff is not entitled to relief because Plaintiff had ninety (90) days to remedy any deficiencies in connection with the automatic renewal provision. Plaintiff neither sought to remedy any deficiencies nor did they seek more time to do so.

40. Contrary to Paragraph 15 in Plaintiff's Verified Petition, the Renewal Certificate of Approval is not the sole source of the complete obligations of Plaintiff, as Plaintiff's original franchise application was incorporated by reference into Ordinance No. 0-3-2007-004, which was approved by the Board of Public Utilities.

WHEREFORE, Defendant, Township of Monroe, respectfully requests that this Honorable Board of Public Utilities enter an Order denying the relief sought in the Petition and granting whatever additional relief this Board deems necessary and just.

NORRIS McLAUGHLIN, P.A.
Attorneys for Defendant, Township of Monroe

A handwritten signature in black ink, appearing to read "James H. Laskey". The signature is written in a cursive, flowing style.

James H. Laskey, Esq.

Dated: March 26, 2020