



Joshua S. Motzer
Government Affairs Director
37 W. Broad St., Ste. 470
Columbus, OH 43215
614-441-0393
Josh.Motzer@lumen.com

December 22, 2020

VIA ELECTRONIC MAIL

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

Re: In the matter of the Petition of United Telephone Company of New Jersey, Inc. d/b/a CenturyLink for approval of the renewal of two municipal consents pursuant to N.J.S.A. 48:2-14

Dear Secretary Camacho-Welch:

Enclosed for filing please find a Petition on behalf of United Telephone Company of New Jersey, Inc. d/b/a CenturyLink in the above-referenced matter seeking approval of two (2) Municipal Consent Ordinances. Electronic copies of the petition are being served upon the persons listed on the attached service list.

If you have any questions, or need additional information about the above, please contact me at 614-441-0393.

Respectfully submitted,

A handwritten signature in blue ink that reads "Joshua S. Motzer".

Joshua S. Motzer

JSM/sac

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

IN THE MATTER OF THE PETITION	:	
OF UNITED TELEPHONE COMPANY	:	BPU Docket Nos.
OF NEW JERSEY, INC. D/B/A	:	
CENTURYLINK FOR APPROVAL	:	VERIFIED PETITION
OF THE RENEWAL OF TWO	:	
MUNICIPAL CONSENTS	:	
PURSUANT TO <i>N.J.S.A.</i> 48:2-14	:	

SERVICE LIST

CenturyLink

Pamela Sherwood
Assistant General Counsel
CenturyLink
4625 W 86th Street
Indianapolis, IN 46268
pamela.sherwood@centurylink.com

Lawanda Gilbert, Esq.
Director
Office of Cable Television and
Telecommunications
Lawanda.Gilbert@bpu.nj.gov

Josh Motzer
Director, State Gov't Relations
CenturyLink
37 W. Board St.
Suite 470 Columbus, OH 43215
iosh.motzer@centurylink.com

Harold Bond
Office of Cable Television and
Telecommunications
Harold.bond@bpu.nj.gov

Alan Chris Molner
Office of Cable Television and
Telecommunications
Alan.Molner@bpu.nj.gov

Board of Public Utilities

44 South Clinton Avenue
3rd Floor, Suite 314
Post Office Box 350
Trenton, NJ 08625-0350

Division of Rate Counsel

140 Front Street, 4th Floor
Post Office Box 003
Trenton, NJ 08625-0003

Aida Camacho-Welch
Secretary
Aida.camacho@bpu.nj.gov

Stefanie A. Brand, Esq., Director
sbrand@rpa.state.nj.us

Carol Artale, Esq.
Deputy Chief Counsel
Carol.artale@bpu.nj.gov

Maria Novas-Ruiz, Esq.
mnovas@rpa.state.nj.us

Municipal service list

Washington Township
Dawn Sullivan, Esq.
Senior Associate
Dorsey & Semrau
714 Main Street, PO Box 228
Boonton, New Jersey 07005
dsullivan@drseysemrau.com

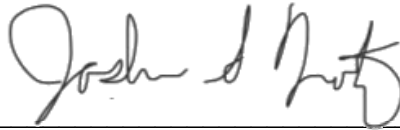
Franklin Township
Ann Marie McCarthy, Township Clerk
Somerset County
Municipal Building
475 DeMott Lane
Somerset, NJ 08873
Annmarie.mccarthy@franklinnj.gov

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

IN THE MATTER OF THE PETITION	:	
OF UNITED TELEPHONE COMPANY	:	BPU Docket Nos.
OF NEW JERSEY, INC. D/B/A	:	
CENTURYLINK FOR APPROVAL	:	VERIFICATION
OF THE RENEWAL OF	:	
TWO MUNICIPAL CONSENTS	:	
PURSUANT TO IV J.S.A. 48:2-14	:	

Joshua S. Motzer, being duly sworn, according to law, deposes and says:

1. I am employed by CenturyLink, Inc., parent company of United Telephone Company of New Jersey, Inc., as a Government Affairs Director.
2. I have read the Petition to which this Verification is annexed and am familiar with the statements set forth therein.
3. The statements contained in the Petition are true and accurate to the best of my knowledge, information and belief.




Joshua S. Motzer

Certificate of Acknowledgement
Commonwealth of Virginia
City/County of Prince William

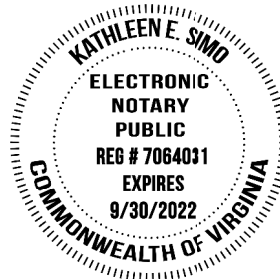
Sworn to and subscribed

Before me this 27 day of November, 2020



Notary Kathleen E Simo

My Commission expires 09/30/2022



**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

IN THE MATTER OF THE PETITION	:	
OF UNITED TELEPHONE COMPANY	:	BPU Docket Nos.
OF NEW JERSEY, INC. D/B/A	:	
CENTURYLINK FOR APPROVAL	:	VERIFIED PETITION
OF THE RENEWAL OF TWO	:	
MUNICIPAL CONSENTS	:	
PURSUANT TO <i>N.J.S.A.</i> 48:2-14	:	

United Telephone Company of New Jersey, Inc. d/b/a CenturyLink (“Petitioner” or “CenturyLink”), with a principal office at 100 Monroe Dr., Monroe, Louisiana, 71203, and hereby petitions the New Jersey Board of Public Utilities (“Board”) for approval of the consent ordinances adopted by two (2) municipalities listed below, true copies of which ordinances are annexed hereto and made a part hereof. In support of this Verified Petition, Petitioner states as follows:

1. Petitioner is a public utility subject to the jurisdiction of the Board pursuant to the applicable provisions of Title 48 of the New Jersey Statutes, and is authorized as an incumbent local exchange carrier to provide telecommunications services in portions of the State of New Jersey, including the municipalities listed below, and to place its telecommunications facilities in public streets and rights-of-way in the State and said municipalities.

2. Petitioner seeks the Board’s approval of the consent ordinances renewing the consent to use streets, roads, avenues and highways adopted by the following two municipalities:

<u>Municipality (County)</u>	<u>Attachment No.</u>
Franklin Township (Somerset County)	1
Washington Township (Morris County)	2

For each respective municipality, Attachments 1 and 2, include a certified copy or signed copy of the ordinance as adopted.

3. The governing body of each said municipality has duly adopted the respective ordinance attached hereto in accordance with applicable law, renewing the authorization for the placement of Petitioner's telecommunications facilities within the public streets and rights-of-way. Petitioner has accepted each such ordinance and agreed to comply with the provisions set forth therein.

4. Each of the attached ordinances provides for the placement of Petitioner's above-ground and below-ground telecommunications facilities at reasonable locations within the public streets and right-of-way. In addition, each ordinance requires Petitioner to (i) restore the surface of any streets, sidewalks or other public areas that are affected by Petitioner's installation or maintenance of its facilities to as good a condition as existed prior to such work; (ii) minimize the encumbering of any streets and rights-of-way during the performance of its work; (iii) indemnify the municipality from liabilities or injuries it causes; (iv) relocate its facilities if and when necessary to accommodate the needs of the municipality to widen or relocate a public street or right-of-way; (v) provide for reasonable use of poles and conduits by others; (vi) maintain its facilities; and (vii) comply with all applicable law in the provisions of safe, adequate and proper service to the public.

5. Each of these ordinances properly protects the interests of the municipalities — and the public — in the safe and reasonable use of public streets and rights-of-way and provides reasonable consent for the Petitioner to make necessary and appropriate use of the public streets and rights-of-way for placement of its communications facilities to serve the public. Each ordinance, therefore, is necessary and proper for the public convenience and properly serves the public interest.

WHEREFORE, the Petitioner respectfully requests that the Board approve said ordinances pursuant to the provisions of *N.J.S.A. 48:2-14*.



Pamela Sherwood
Assistant General Counsel
United Telephone Company of New Jersey, Inc.
d/b/a CenturyLink
4625 W. 86th Street, Suite 500, Indianapolis, IN
46268
Telephone: (317) 713-8977
Pamela.Sherwood@lumen.com

DATED: December 22, 2020

Franklin Township

APR 17 REC'D



Somerset County
MUNICIPAL CLERK

Municipal Building

475 DeMott Lane
Somerset, NJ 08873
Phone: 732-873-2500 x6208
Fax: 732-873-1059

April 11, 2018

Ms. Tina M. Colvin, Paralegal 4
CenturyLink Law Department
710 E. Mifflin Street
Madison, WI 53706

**Re: Ordinance No. 4225-18 – Renewal of United Telephone Company of NJ Inc.
Franklin Township, Somerset County**

Dear Ms. Colvin:

Enclosed please find a certified copy of Ordinance No. 4225-18 entitled, "An Ordinance Granting a Franchise to United Telephone Company of New Jersey, Inc. on behalf of Itself and its Operating Affiliates ("Centurylink") to Operate and Maintain a Telecommunications System ("the System") in the Township of Franklin, Somerset County, New Jersey." Said ordinance was adopted on April 10, 2018 at a regular meeting of the Franklin Township Council.

Sincerely,

A handwritten signature in blue ink that reads "Ann Marie McCarthy". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ann Marie McCarthy, RMC, MMC
Township Clerk

Enclosures

ATTACHMENT 1 FRANKLIN TOWNSHIP (Somerset County)

TOWNSHIP OF FRANKLIN, SOMERSET COUNTY
ORDINANCE NO. 4225-18

AN ORDINANCE GRANTING A FRANCHISE TO UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE TOWNSHIP OF FRANKLIN, SOMERSET COUNTY, NEW JERSEY ("THE TOWNSHIP")

SUMMARY

An Ordinance amending Appendix A401, Telecommunications Services with the amendment to Article VIII, United Telephone Company by changing United Telephone Company to CenturyLink and renewing its franchise agreement.

The Township hereby ordains that it is in the public interest to grant CenturyLink a Franchise to operate the System pursuant to the terms and conditions contained herein.

SECTION 1. Grant of Franchise. The Township hereby grants to CenturyLink the right, privilege, and authority to construct, maintain, operate, upgrade, and relocate its cables and related appurtenances ("Facilities") in, under, along, over, and across the present and future streets, alleys, and public ways in the Township ("Public Ways", or in the singular "Public Way"), including for the purpose of providing telecommunication services to the Township's inhabitants.

SECTION 2. Acceptance by CenturyLink. Within sixty days after the passage of this Ordinance by the Township, CenturyLink shall file an unqualified written acceptance thereof with the Township Recorder; otherwise the Ordinance and the rights granted herein shall be null and void.

SECTION 3. Term. The initial term of this Franchise is 20 years commencing on the date of Acceptance by CenturyLink as set forth above in Section 2 and shall automatically renew from year-to-year unless either party gives advance written notice to the other party at least 120 days prior to expiration of the initial term or subsequent annual term requesting the parties enter into good faith discussions to reach terms of a new agreement.

SECTION 4. Records Inspection. CenturyLink shall make available to the Township, upon reasonable advance written notice of no fewer than sixty days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make available. Subject to applicable laws, any information that is provided to the Township, except as otherwise provided herein, and/or that the Township reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Except as otherwise provided herein, any such information provided to the Township shall be returned to CenturyLink following review, without duplication, unless CenturyLink grants the Township permission to duplicate the information.

SECTION 5. Non-Exclusive Franchise. The right to use and occupy the Public Ways shall be nonexclusive, and the Township reserves the right to use the Public Ways for itself or any other entity. The Township's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted CenturyLink herein.

SECTION 6. Township Regulatory Authority. The Township reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law. The Township agrees to promptly notify CenturyLink of any such changes potentially applicable to this Franchise.

SECTION 7. Indemnification. The Township shall not be liable for any property damage or loss or injury to or death of any person that occurs in the construction, operation or maintenance by CenturyLink of its Facilities. CenturyLink shall indemnify, defend and hold the Township harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of CenturyLink's use of the Public Ways. The Township shall: (a) give prompt written notice to CenturyLink of any claim, demand or lien with respect to which the Township seeks indemnification hereunder; and (b) permit CenturyLink to assume the defense of such claim,

Franklin Township



In Somerset County

demand, or lien. CenturyLink shall not be subject to liability for any settlement made without its consent. Notwithstanding the other provisions contained herein, CenturyLink shall in no event be required to indemnify the Township for any claims, demands, or liens arising from the negligence or wrongful actions or inactions of the Township, its officials, boards, commissions, agents, contractors, and/or employees.

SECTION 8. Insurance Requirements. CenturyLink will maintain in full force and effect for the Term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of New Jersey, or will provide self-insurance reasonably satisfactory to the Township, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System, including the Facilities, by CenturyLink. Such insurance will be in an amount not less than \$1,000,000.00. CenturyLink will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence of such insurance will be provided to the Township upon request.

SECTION 9. Annexation. When any territory is approved for annexation to the Township, the Township shall within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on Township assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the Township's ordinance approving the proposed annexation.

SECTION 10. Plan, Design, Construction and Installation of CenturyLink's Facilities.

10.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

10.2 CenturyLink shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the Township, which permit shall not be unreasonably withheld, conditioned, or delayed. CenturyLink will provide as-built route maps of new facilities placed in the Public Ways pursuant to a permit issued by the Township. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations and requirements of the Township consistent with applicable law, and the Township may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

10.3 To the extent practical and consistent with any permit issued by the Township, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed installed, maintained, cleared of vegetation, renovated, or replaced in accordance with applicable rules, ordinances and regulations of the Township.

10.4 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

10.5 CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the Township. Before installing new underground facilities or replacing existing underground facilities, CenturyLink shall first notify the Township of such work. The Township may then notify its other Franchisees, who may, each at its own expense, share the trench for laying its own facilities therein, provided that such shared use will not unreasonably interfere with others' use of the trench or unreasonably delay completion of CenturyLink's installation or replacement project.

10.6 Nothing in this Ordinance shall be construed to prevent the Township from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect

Franklin Township



In Somerset County

CenturyLink's Facilities, the Township shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's poles, wires, conduits, conductors, pipes, and appurtenances.

10.7 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by Township until a separate pole attachment agreement has been executed by the parties.

SECTION 11. Relocation of Facilities.

11.1 Relocation for the Township. CenturyLink shall, upon receipt of advance written notice of not fewer than 120 days, protect, support, temporarily disconnect, relocate, or remove any CenturyLink property located in a Public Way when required by the Township consistent with its police powers. CenturyLink shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way.

11.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the Township, protect, support, raise, lower, temporarily disconnect, relocate in, or remove from Public Ways, as applicable, any CenturyLink property, provided that the cost of such action is borne by the person requesting it and CenturyLink is given reasonable advance written notice. In such situation, CenturyLink may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no fewer than fourteen days for a temporary relocation, and no fewer than 120 days for a permanent relocation.

11.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the Township written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The Township shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the Township, CenturyLink shall promptly submit additional information to assist the Township in making such evaluation.

The Township shall give each alternative proposed by CenturyLink full and fair consideration. In the event the Township ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the Facilities as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities.

SECTION 12. Vegetation Management. CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

SECTION 13. Compensation to the Township. CenturyLink will pay administrative costs actually incurred by the Township due to CenturyLink's occupation of the public rights-of-way as conforms to the requirements in N.J.S.A. § 54:30A-124.

SECTION 14. Revocation of Franchise for Noncompliance.

14.1 In the event that the Township believes that CenturyLink has not complied with the terms of the Franchise, the Township shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the Township shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

14.2 CenturyLink shall have thirty days from receipt of the written notice described in subsection 14.1 to either respond to the Township, contesting the assertion of noncompliance, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the Township of the steps being taken and the projected date that they will be completed.

Franklin Township



In Somerset County

14.3 In the event that CenturyLink does not comply with subsection 14.2, above, the Township shall schedule a public hearing to address the asserted noncompliance issue. The Township shall provide CenturyLink at least ten days prior written notice of and the opportunity to be heard at the hearing.

14.4 Subject to applicable federal and state law, in the event the Township, after the hearing set forth in subsection 14.3, determines that CenturyLink is noncompliant with this Ordinance, the Township may:

- A. Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- . Commence an action at law for monetary damages or other equitable relief; or
- . In the case of substantial noncompliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 14.5.

14.5 Should the Township seek to revoke the Franchise after following the procedures set forth above, the Township shall give written notice to CenturyLink. CenturyLink shall have ninety days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the Township may seek revocation of the Franchise at a public hearing. The Township shall cause to be served upon CenturyLink, at least thirty days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the Township shall give CenturyLink an opportunity to state its position on the matter, after which the Township shall determine whether or not the Franchise shall be revoked. CenturyLink may appeal the Township's determination to an appropriate court, which shall have the power to review the decision of the Township *de novo*. Such appeal must be taken within sixty days of the issuance of the Township's determination. The Township may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

14.6 Notwithstanding the foregoing provisions in this Section 14, CenturyLink does not waive any of its rights under applicable law.

SECTION 15. No Waiver of Rights. Neither the Township nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 16. Transfer of Franchise. CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without prior notice to and prior approval by the Township, such approval not to be unreasonably withheld, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 17. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the Township and CenturyLink.

SECTION 18. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The Township of Franklin:

Franklin Township

In Somerset County



Ann Marie McCarthy, Township Clerk
Municipal Building
475 DeMott Lane
Somerset, NJ 06873-6704

CenturyLink:

Thomas A. Bailey
Director, Local Government Affairs
CenturyLink
240 N. 3rd Street, Suite 300
Harrisburg, PA 17101

and

Mr. Kiran Seshagiri
Senior Director Tax
CenturyLink
100 CenturyLink Drive, 3TX120
Monroe, LA 71203

SECTION 19. Severability. If any section, sentence, paragraph, term, or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal, or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

ORDINANCE NO. 4225-18

This is a true copy of an ordinance adopted by the Township Council, Township of Franklin, Somerset County, New Jersey.

Introduced: 03/27/2018
Published: 03/30/2018
Public Hearing: 04/10/2018
Adoption: 04/10/2018
Published: 04/13/2018
Effective: 04/30/2018

Ann Marie McCarthy, RMC, MMC, Township Clerk

Franklin Township

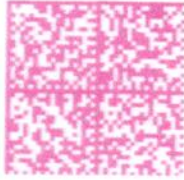
Municipal Building
475 DeMott Lane
SOMERSET, NJ 08873

MUNICIPAL CLERK



RECEIVED
APR 17 REC'D

Ms. Tina M. Colvin, Paralegal 4
CenturyLink Law Department
710 E. Mifflin Street
Madison, WI 53706



FP **US POSTAGE**
\$ 000.68
First-Class
ZIP 08873
04/12/2018
034A 0081800438

5370384638 0007



ATTACHMENT 2 WASHINGTON TOWNSHIP (Morris County)

#RO-17-18

RESOLUTION TO BE READ UPON SECOND READING OF AN ORDINANCE

BE IT RESOLVED by the Township Committee of the Township of Washington that an Ordinance entitled:

AN ORDINANCE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, RENEWING PERMISSION AND CONSENT TO UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. TO USE ALL OF THE STREETS, ROADS, AVENUES AND HIGHWAYS UNDER THE JURISDICTION OF THE TOWNSHIP OF WASHINGTON

be read by title upon second reading and a hearing held thereon.

DATE: DECEMBER 17, 2018




Nina DiGregorio, Township Clerk

BE IT RESOLVED by the Township Committee of the Township of Washington that an Ordinance entitled:

AN ORDINANCE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, RENEWING PERMISSION AND CONSENT TO UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. TO USE ALL OF THE STREETS, ROADS, AVENUES AND HIGHWAYS UNDER THE JURISDICTION OF THE TOWNSHIP OF WASHINGTON

be adopted upon final reading and that said Ordinance be published in the Daily Record according to law.

DATE: DECEMBER 17, 2018



Nina DiGregorio, Township Clerk

ATTACHMENT 2 WASHINGTON TOWNSHIP (Morris County)

#RO-17-18


RESOLUTIONS TO BE READ UPON FIRST READING OF AN ORDINANCE

BE IT RESOLVED by the Township Committee of the Township of Washington that an Ordinance entitled:

AN ORDINANCE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, RENEWING PERMISSION AND CONSENT TO UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. TO USE ALL OF THE STREETS, ROADS, AVENUES AND HIGHWAYS UNDER THE JURISDICTION OF THE TOWNSHIP OF WASHINGTON

be introduced and read by title on first reading by the Township Committee.

DATE: November 19, 2018



Nina DiGregorio, Township Clerk

BE IT RESOLVED by the Township Committee of the Township of Washington that an Ordinance entitled:


AN ORDINANCE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, RENEWING PERMISSION AND CONSENT TO UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. TO USE ALL OF THE STREETS, ROADS, AVENUES AND HIGHWAYS UNDER THE JURISDICTION OF THE TOWNSHIP OF WASHINGTON

be adopted upon first reading.

BE IT FURTHER RESOLVED that said Ordinance shall be further considered for final passage at a meeting of the Township Committee on December 17, 2018 at 7:30 P.M. at the Washington Township Municipal Building, 43 Schooley's Mountain Road, Long Valley, New Jersey at which time and place all persons interested shall be given an opportunity to be heard concerning same.

BE IT FURTHER RESOLVED that the Clerk be authorized to advertise said Ordinance in full or in summary in the Daily Record according to law.

DATE: November 19, 2018



Nina DiGregorio, Township Clerk

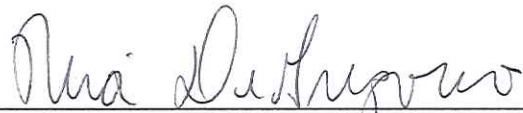
ATTACHMENT 2 WASHINGTON TOWNSHIP (Morris County)

#RO-17-18

PUBLIC NOTICE

Public notice is hereby given that the following ordinance was passed on the first reading at a meeting of the Township Committee of the Township of Washington, Morris County, New Jersey held on November 19, 2018 and that said ordinance will be further considered for final passage by the Township Committee at the Municipal Offices located at 43 Schooley's Mountain Road, Long Valley, New Jersey on December 17, 2018 at 7:30 P.M. at which time and place all persons who may be interested will be given an opportunity to be heard concerning same.

BY ORDER OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP
OF WASHINGTON



Nina DiGregorio, Township Clerk

DATED: November 19, 2018

ATTACHMENT 2 WASHINGTON TOWNSHIP (Morris County)

RO -17-18

AN ORDINANCE OF THE TOWNSHIP OF WASHINGTON, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, RENEWING PERMISSION AND CONSENT TO UNITED TELEPHONE COMPANY OF NEW JERSEY, INC. TO USE ALL OF THE STREETS, ROADS, AVENUES AND HIGHWAYS UNDER THE JURISDICTION OF THE TOWNSHIP OF WASHINGTON

BE IT ORDAINED by the Township Committee of the Township of Washington, County of Morris, and State of New Jersey, as follows:

SECTION 1. Pursuant to the provisions of N.J.S.A. §48:17-10, N.J.S.A. §48:17-11 and N.J.S.A. §48:17-12, that permission and consent be and the same is hereby granted and extended to United Telephone Company of New Jersey, Inc. ("Company"), its successors and assigns, to erect, construct, reconstruct, lay, maintain, upgrade, and operate its underground conduits and subways, cables, poles, posts, wires, manholes, loading coil vaults, loading coils, including the necessary street openings and lateral connections to curb poles and property lines, and its other fixtures and appurtenances, in, through, upon, along, over, under and across all of the various streets, roads, avenues and highways and parts thereof, throughout their entire length, in this Township for its local and through lines and systems, in connection with the transaction of its business, and all of the various streets, roads, avenues and highways and parts thereof, throughout their entire length, in this Township, are hereby designated and prescribed for the uses and purposes of said Company as aforementioned.

SECTION 2. All poles or posts hereafter to be erected, constructed, reconstructed, maintained and operated shall be located and placed back of and adjacent to the curb lines where shown by official maps of this Township and within eighteen (18) inches thereof, and at the points or places now occupied by the poles or posts of said Company, its successors and assigns, and at other convenient points or places upon the streets, roads, avenues and highways, adjacent to such curb lines.

SECTION 3. Said Company may construct, reconstruct, maintain, upgrade, and operate in its subways or underground conduits, manholes and loading coil vaults, the wires, cables, loading coils and other electrical conductors and appurtenances necessary in connection therewith, for its local and through lines and systems; it may also erect, construct, reconstruct, maintain, upgrade, and operate the necessary distributing poles or posts, fixtures and supports, and distribute therefrom upon, along, across, over and above the surface of said streets, roads, avenues and highways and parts thereof, such wires, cables and other electrical conductors which it may find necessary to erect, construct, reconstruct, maintain, upgrade, and operate in connection with the system of subways, underground conduits and manholes aforementioned. With the exception of lateral branches to curb poles and property lines, said underground conduits shall be placed below the surface of said streets, roads, avenues and highways and parts thereof, and said conduits generally shall not be constructed more than ten (10) feet from the curb lines unless obstructions make it necessary to deviate from such course, and all underground conduits shall be placed at least eighteen inches below the surface of the street.

SECTION 4. In the event that any poles are cut and/or replaced, the Company shall be required to

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remove the old pole within 60 days from the removal of the last attachment present on the old pole.

SECTION 5. The Company may bury its local and through communications facilities such as cables, conduit, manholes and associated equipment, fixtures, process equipment and appurtenances within the right-of-way of the various public streets and ways and at such locations as shall be mutually agreed upon by the parties for said Company's local and through lines and communications facilities. Underground conduits and associated facilities, as aforementioned, shall be placed at least eighteen (18) inches below the surface of said public streets and ways and with the exception of lateral branches to curb poles and property lines and other facilities, the same shall generally not be constructed more than ten (10) feet from the curblines, unless obstructions make it necessary to deviate from such course or unless the parties mutually agree to another location. Manholes shall be located at such points along the line of underground conduits as may be necessary or convenient for placing, maintaining, and operating the facilities, as aforementioned, which the company may from time to time use in connection with its underground conduit system and shall be so constructed as to conform to the cross-sectional and longitudinal grade of the surface so as not to interfere with the safety or convenience of persons or vehicles.

SECTION 6. All manholes and loading coil vaults shall be located beneath the surface of said streets, roads, avenues and highways and parts thereof at such points along the line of the subways or underground conduits as may be necessary or convenient for placing, maintaining and operating the cables and other electrical conductors which said Company may from time to time place in said subways or underground conduits, and shall be so constructed as to conform to the cross-sectional and longitudinal grade of the pavement and so as not to interfere with the safety or convenience of persons or vehicles traveling on or over such streets, roads, avenues and highways and parts thereof.

Except in the case of an emergency involving health, safety and/or public welfare, thirty (30) days before proceeding with the work of erecting any pole or poles, or of constructing underground conduits and cables, subways, manholes and/or loading coil vaults under the permission and consent herein contained, said Company shall file with the Township Committee of this Township a map or plan showing the location and size of any such proposed pole or poles, underground conduits, subways, manholes and loading coil vaults, which map or plan shall be first approved by said Township Committee, or their authorized representative, before any such work is begun as aforesaid. The Township shall use all best efforts to respond to the Company's request within 45 days of the approver's receipt of the map or plan. Approval shall be assumed if no response is received within 45 days. Such advance notice will not be required in the case of repair to or replacement of an existing facility.

SECTION 7. The surface of the streets, roads, avenues and highways and any pavement or flagging taken up by said Company in building its lines, shall be restored to as reasonably comparable condition as it was before the commencement of work thereon, and no highways shall be encumbered for a longer period than shall be necessary to execute the work.

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SECTION 8. Nothing herein contained shall be construed to impose any obligation on the part of this Township to open any streets, roads, avenues or highways or parts thereof, not heretofore dedicated or opened to the public use, and nothing herein contained shall be construed in any court or place as an acceptance of any unaccepted street, road, avenue or highway or any part thereof. The Company agrees to indemnify and save harmless the Township from and against all claims and liabilities resulting from any injury or damage to the person or property of any person, firm or corporation caused by or arising out of road conditions resulting from any negligent excavations, installation or maintenance connected with the work or equipment of said Company, and not attributable to the fault or negligence of the Township.

SECTION 9. Wherever the curb line shall be established hereafter on a street where the same has not yet been established or where an established curb line shall be relocated in order to widen an existing street or highway consistent with the Township's police powers, said Company shall change the location of its poles at its expense so that the same shall be back of and adjacent to the new curb line so established and within eighteen (18) inches thereof, upon receipt of notice from the Township Clerk that the curb line has been so established. If the establishment or relocation of the curb line is made pursuant to a request from a third party, said Company shall change the location of its poles provided that the cost of such action is borne by the requesting party.

Should the Township request for good cause, and consistent with the Township's police powers, such as approved road improvements and/or municipal construction projects, the relocation of utility poles and/or wires, said Company shall change the location of the poles at its sole expense, so long as this Ordinance is in effect. If the Township requests relocation of utility poles and/or wires for the benefit of a third party, said Company shall change the location of the poles provided that the cost of such action is borne by the third party.

SECTION 10. Upon any of the streets, roads, avenues and highways in this Township now or hereafter occupied by the poles or posts of said Company, its successors and assigns, or any other companies or corporations having legal authority to erect and maintain poles or posts, said Company and such other companies or corporations may use the same poles, provided they can agree to do so. The permission and consent hereby granted shall apply to and cover all communications facilities of the Company existing at any time, and related structures, process equipment and appurtenances heretofore or hereafter erected, constructed, reconstructed, removed, located, relocated, replaced, maintained, repaired or operated by the Company, its predecessors, successors or assigns within the Township. This Ordinance shall cancel and supersede all prior consent ordinances between the Township and the Company regarding the subject matter hereof.

SECTION 11. The permission and consent given and granted by this Ordinance shall continue and be in force for a period of ten (10) years from the date of the approval thereof, and throughout the full time of this Ordinance said Company, its successors and assigns, shall furnish safe, adequate and proper service

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within this Township, and keep and maintain its property and equipment in such condition as to enable it to do so.

SECTION 12. Nothing herein contained shall be construed to grant unto said Company, its successors and assigns, an exclusive right, or to prevent the granting of permission and consent to other companies for like purposes on any of the streets, roads, avenues or highways of this Township. However, such subsequent granting of permission and consent to other companies shall not interfere with the rights granted to said Company hereunder.

SECTION 13. Permission and authority are hereby granted to the Company to use and maintain poles within the public right-of-way in the Township of Washington, as set forth above, subject to the following:

- A. The Company shall adhere to all applicable federal, state and local laws regarding safety requirements related to the use of the public right-of-way.
- B. The Company shall comply with all applicable federal, state, and local laws requiring permits prior to beginning construction, and shall obtain any applicable permits that may be required by the Township.
- C. The Company shall, at its own cost and expense, maintain commercial general liability insurance with limits not less than \$5,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. The Company shall include the Township of Washington as an additional insured and shall make evidence of insurance available to the Township via www.centurylink.com/moi.
- D. The Company shall be responsible for the repair of any damage to paving, existing utility lines, or any surface or subsurface installations, arising from construction, installation or maintenance of its facilities.
- E. Notwithstanding any provision contained herein, neither the Township nor the Company shall be liable to the other for consequential, incidental, exemplary, or punitive damages on account of any activity pursuant to this instrument.

SECTION 14. The term "Township" as used in this Ordinance in its application to the Township of Washington, shall be held to apply to and include any form of municipality or government into which the Township, or any part thereof, may at any time hereafter be changed, annexed or merged, and the term "Township Committee" or any other term herein used in referring to the governing body of this Township shall be held to apply to and include the governing body of such other form of municipality.

SECTION 15. The permission and consent hereby granted shall apply to and cover the poles, posts, wires, cables, underground conduits and subways, manholes, fixtures and appurtenances heretofore erected,

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constructed, placed, maintained, upgraded, and renewed by said Company or its predecessors, under and by virtue of any and all permissions and consents heretofore given by the Township of Washington.

SECTION 16. Said Company shall pay the expenses incurred for advertising done in connection with the passage of this Ordinance within thirty (30) days after the date of its going into effect. Said Company shall also reimburse the Township for actual, documented legal fees expended in connection with the enactment of this Ordinance.

SECTION 17. Said Company shall file with the Township Clerk of this Township its written acceptance of this Ordinance within thirty (30) days after the date of receipt by it from the Township Clerk of notice of the passage and approval thereof, and said Ordinance shall, upon the filing of such acceptance, become effective, subject to approval by the Board of Public Utility Commissioners of the State of New Jersey.

SECTION 18. An escrow account shall be established to facilitate payment of engineering review and inspection fees. This account shall be initially funded to the Township by the Company prior to construction in the amount of \$2,500.00, or such lesser amount as may be approved by the Township Engineer. Engineering review and inspections by the Township Engineering Department shall be charged against this account at the rate prescribed by the appropriate ordinance. On a quarterly basis, the account shall be brought back to the initial level.

SECTION 19. The parties hereto acknowledge and agree that as of the effective date of this Ordinance, New Jersey law does not permit a municipality to charge a fee for use of the Municipal Right of Way. The parties agree that, in the even the New Jersey law is modified to allow imposition of such a fee by a municipality, then the Township may terminate and renegotiate this Agreement.


SECTION 20. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance.

SECTION 21. All ordinances of the Township of Washington that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 22. This Ordinance may be renumbered for codification purposes.

SECTION 23. This Ordinance shall take effect immediately upon final passage, approval, and publication as required by law.

ATTEST:



Nina DiGregorio, Township Clerk

TOWNSHIP OF WASHINGTON
COUNTY OF MORRIS
STATE OF NEW JERSEY

By: 

Kenneth W. Roehrich, Mayor