

NORRIS MCLAUGHLIN, P.A.
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Bridgewater, New Jersey 08807
(908) 722-0700
Attorneys for Petitioner, CSC TKR, LLC

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

IN THE MATTER OF THE APPLICATION OF : **DOCKET NO.**
CSC TKR, LLC FOR RENEWAL OF A :
CERTIFICATE OF APPROVAL TO CONTINUE : **VERIFIED PETITION**
TO OPERATE AND MAINTAIN A CABLE : **FOR A RENEWAL OF A**
SYSTEM IN GREEN TOWNSHIP, COUNTY : **CERTIFICATE OF APPROVAL**
OF SUSSEX, STATE OF NEW JERSEY :

CSC TKR, LLC, a limited liability company existing under the laws of the State of Delaware (hereinafter “Cablevision”) and a subsidiary of Altice USA, Inc., with its place of business at 1 Court Square West, Long Island City, NY 11101, 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 October 20, 2010, for the construction, operation and maintenance of a cable system in Green Township (hereinafter “Township”), County of Sussex, State of New Jersey. The Certificate of Approval expired on October 20, 2020. A copy of the Certificate of Approval is attached hereto as **Exhibit A** and a copy of the Township’s Ordinance No. 2010-02 is attached hereto as **Exhibit B**.

2. Cablevision provided its Application for Municipal Consent to the Township pursuant

to N.J.S.A. 48:5A-23. A copy of Cablevision's Application for a Cable Television Franchise will be filed via separate email with this Board's Office of Cable Television.

3. On May 3, 2021, the Township adopted Municipal Ordinance No. 2021-10, 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. 2021-10 is attached hereto as **Exhibit C**.

4. By letter dated December 28, 2021, Cablevision accepted the terms of the Township's Ordinance. A copy of said correspondence is attached hereto as **Exhibit D**.

5. Cablevision maintains a local office for the use of its customers at 320 Sparta Avenue, Sparta, New Jersey 07871.

6. 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.

7. 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, CSC TKR, 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 Green Township, County of Sussex, State of New Jersey, for a period of ten (10) years from the date of issuance of the Certificate of Approval requested herein.

Respectfully submitted,

NORRIS McLAUGHLIN P.A.

A handwritten signature in blue ink that reads "Laura M. Miller". The signature is written in a cursive style.

LAURA M. MILLER

Dated: February 28, 2022

ALL COMMUNICATIONS REGARDING THIS VERIFIED PETITION SHOULD BE ADDRESSED TO NORRIS MCLAUGHLIN, PA., ATTORNEYS FOR PETITIONER CSC TKR, LLC, AT 400 CROSSING BOULEVARD, 8TH FLOOR, BRIDGEWATER, NEW JERSEY 07920, ATTENTION: LAURA M. MILLER, ESQ., (908-722-0700).

VERIFICATION

STATE OF NEW YORK:

ss.:

COUNTY OF QUEENS:

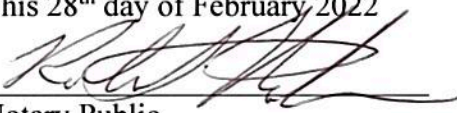
I PAUL JAMIESON, of full age, being duly sworn according to law, deposes and says:

1. I am Vice President of Government Affairs & Policy for Altice USA, Inc. and its subsidiaries which include CSC TKR, LLC. 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.



Paul Jamieson

Sworn and subscribed to before me
This 28th day of February 2022


Notary Public

ROBERT HOCH
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02HO6002764
QUALIFIED IN WESTCHESTER CO.
COMMISSION EXPIRES FEB. 17 2026



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center, Suite 801
Newark, NJ 07102
www.nj.gov/bpu/

CABLE TELEVISION

IN THE MATTER OF THE PETITION OF SERVICE)
ELECTRIC CABLE TV OF NEW JERSEY, INC. FOR)
RENEWAL OF ITS CERTIFICATE OF APPROVAL)
TO OWN, OPERATE, EXTEND AND MAINTAIN A)
CABLE TELEVISION SYSTEM IN THE TOWNSHIP)
OF GREEN, COUNTY OF SUSSEX, STATE OF)
NEW JERSEY)

RENEWAL
CERTIFICATE OF APPROVAL

DOCKET NO. CE10070485

Michael P. Meliti, Esq., Arturi, D'Argenio, Guaglardi & Meliti, Rochelle Park, New Jersey, for the
Petitioner

Township Clerk/Administrator, Township of Green, New Jersey, by Linda Peralta, for the
Township

BY THE BOARD:

On February 11, 1982, the Board granted Service Electric Cable TV of New Jersey, Inc., under the corporate name of Garden State CATV, Inc. ("Garden State") a Certificate of Approval in Docket No. 818C-6822, for the construction, operation and maintenance of a cable television system in the Township of Green ("Township"). Based on a name change, the holder of the Certificate is now known as Service Electric Cable TV of New Jersey, Inc. ("Petitioner"). On May 3, 1993, the Board granted the Petitioner a Renewal Certificate of Approval for the Township in Docket No. CE92020249. Although by its terms the Petitioner's above referenced Certificate expired on February 11, 2007, it 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 June 26, 2006, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13.1 et seq. On June 14, 2010, the Township adopted a municipal ordinance granting renewal consent to the Petitioner. On June 22, 2010, the Petitioner formally accepted the terms and conditions of the ordinance. On July 20, 2010, 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 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 will 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 Township has reserved the right to review the Petitioner's performance at any time. If the Township determines that the Petitioner has failed to comply with the material terms and conditions of the ordinance, the Township shall provide written notice to the Petitioner of such alleged instances of non-compliance, and shall grant the Petitioner reasonable opportunity to cure such deficiency. If the Petitioner fails to cure said deficiency, the Township may submit any failures on the part of the Petitioner to the Board for review and administrative action, if necessary.
6. 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.
7. 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.
8. The Petitioner shall maintain a local business office or agent within Sussex County for the purpose of receiving, investigating and resolving complaints. Currently, the local office serving this provision is located at 320 Sparta Avenue, Sparta, New Jersey.
9. 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.

10. The Petitioner shall provide service along any public right-of-way in the primary service area of the Township at no cost beyond standard and non-standard installation charges as set forth in the Petitioner's application and its tariff on file with the Office of Cable Television. For any extension outside of the Primary Service Area, the Petitioner shall utilize the line extension policy ("LEP") attached to the Certificate as Appendix "I". The minimum homes per mile figure is 20.
11. The Petitioner shall provide public, educational and governmental access channels and facilities in accordance with the ordinance and the application for a cable television franchise. Specifically, the Petitioner shall provide one channel for educational access and one channel for public access which is shared with commercial leased access.
12. The Petitioner shall provide basic cable service and the Weather Channel or its equivalent to certain locations in the Township, free of charge, as follows: two cable connections for the Township Municipal Building; one cable connection for the Township Recreation Department; one cable connection for the old Township Department of Public Works; two cable connections for the new Township Department of Public Works; three cable connections to Green Hills School; one cable connection for the Allamuchy/Green First Aid Squad; and one cable connection for the Township Volunteer Fire Department. Should the Petitioner extend cable television services to the roadway where the Trinca Airport, a municipally-owned facility, is located, the Petitioner shall provide one free cable connection to Trinca Airport, subject to the Petitioner's policy for non-standard installation, if applicable.

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 entirety of the Township.

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 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.

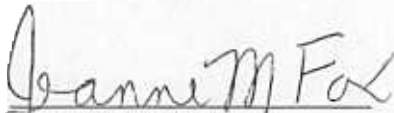
This Renewal Certificate is issued on the representation that the statements contained in the Petitioner's applications are true, and the undertakings therein contained shall be adhered to and enforceable unless specific waiver is granted by the Office of Cable Television pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

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


DATED: 10/20/10

BOARD OF PUBLIC UTILITIES
BY:


LEE A. SOLOMON
PRESIDENT

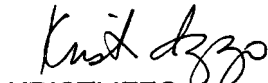

JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

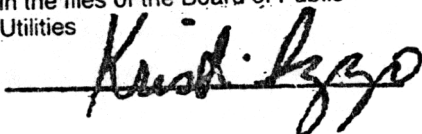

NICHOLAS ASSELTA
COMMISSIONER


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 "I"
OFFICE OF CABLE TELEVISION
LINE EXTENSION POLICY

SERVICE ELECTRIC CABLE TV OF NEW JERSEY, INC.
TOWNSHIP OF GREEN

A cable operator is required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system.

Actual subscribers served by the extension are required to absorb the remainder of the cost.

If new subscribers are added to the extension the cost is adjusted and those who previously paid receive an appropriate rebate.

- | | | |
|---|---|---|
| 1. <u># of homes in extension</u>
mileage of extension | = | homes per mile (HPM) of
extension |
| 2. <u>HPM of extension</u>
Minimum HPM that
company actually
constructs in the
system * | = | ratio of the density of
the extension to the
minimum density which the
company constructs in the
system ("A") |
| 3. Total cost of building
the extension times "A" | = | company's share of
extension cost |
| 4. Total cost of building
extension less company's
share of extension cost | = | total amount to be
recovered from
subscribers |
| 5. Total amount to be
<u>recovered from subs</u>
Total subscribers in extension | = | each subscriber's share |

In any case, the company shall extend its plant along public rights of way to:

1. All residences and businesses within 150 aerial feet of the operator's existing plant at no cost beyond the normal installation rate.
2. All residences and businesses within 100 underground feet of the operator's plant at no cost beyond the normal installation rate.

 * The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes that the company has historically constructed at its own cost. This is a function of the operator's break-even point and its rate of return. Unbuilt systems will use the primary service area rather than construction.

The operator's installation policies shall apply to construction beyond the public right of way.

Detailed accounting and/or financial information to support the minimum HPM shall be supplied to the Office for its approval in such form as required. The minimum HPM shall be updated as appropriate.

When a request for service is received, and unless good cause is shown, cable companies shall:

1. Provide a written estimate within 30 days of such a request.
2. Begin construction within 60 days of receipt of any deposit monies from potential subscribers.
3. Complete construction within six months of receipt of any deposit monies from potential subscribers.
4. Inform each home passed along the extension of the potential costs for subscribers.

Subscribers who pay for an extension shall be entitled to rebates in the following manner:

1. If the company acquires new subscribers subsequent to the initial calculation of step 5 above, the formula will be adjusted and those who have previously paid for the extension will be entitled to an appropriate rebate. In no event shall the amount of the rebate exceed the subscriber's contribution.
2. The company shall keep accurate records of the cost of the extension, the amounts paid by subscribers and any appropriate adjustments.
3. The company shall notify subscribers in the extension of their rights and responsibilities concerning the extension.
4. Once an individual dwelling has paid its share of the extension cost future reconnections or installations shall be made at the company's standard rates.
5. After a period of five years from the installation of the first dwelling unit in the extension no further adjustments shall be made. Installations after five years shall be at the company's standard rate.
6. Once a subscriber is installed, that person shall not normally be entitled to a refund of any monies paid for the installations, except in accordance with the rebate procedure outlined in this policy.

Definitions

Primary Service Area

The Primary Service Area (PSA) can be an entire municipality, but in many instances the PSA is a limited area within a community outside of which a line extension policy may apply. The PSA is depicted by a franchise map and narrative, presented and recorded during the franchise proceedings. It normally remains a fixed geographic area throughout the life of the franchise.

Line Extension Survey

Potential subscribers residing outside the PSA who request service are entitled to an estimate of their share of the cost to secure service. When conducting a survey and estimating costs, a cable company should factor in all potential subscribers who could practicably be included in the extension and give consideration to apparent residential construction in areas contiguous to the proposed extension.

SERVICE ELECTRIC CABLE TV OF NEW JERSEY, INC.
RENEWAL CERTIFICATE OF APPROVAL
TOWNSHIP OF GREEN
DOCKET NO. CE10070485

SERVICE LIST

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Linda Peralta
Township Clerk/Administrator
Township of Green
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Tranquility, NJ 07874

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320 Sparta Avenue
Sparta, NJ 07871

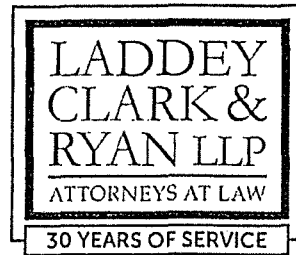
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Deputy Attorney General
Division of Law
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Celeste M. Fasone, Director
Office of Cable Television
Board of Public Utilities, Suite 801
Two Gateway Center
Newark, NJ 07102

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Administrative Analyst I
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Ursula H. Leo
uleo@lerlaw.com

• NJ & PA BARS



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January 29, 2020

State of New Jersey
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
P.O. Box 350
Trenton, NJ 08625-09350
Attn: Nancy Wolf

Re: Service Electric Cable T.V. of New Jersey, Inc.
Cable Television Franchise Renewal for the Township of Green

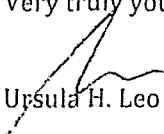
Dear Ms. Wolf:

We represent the Township of Green and are requesting that the Office of Cable Television provide us with the following documents and information for the Service Electric T.V. of New Jersey, Inc. ("SECTV") Franchise, which expires in February 2020:

1. Records of consumer complaints.
2. Reports of outages of service over two hours duration which affect more than 50 subscribers which are required to be reported under N.J.A.C. 14:18-6.6.
3. Information and analysis concerning the technical performance and operations of the SECTV.
4. Analysis of rebuild/upgrade construction progress reports and service area maps.
5. Non-proprietary reports on financial condition, ownership, sales & transfers of the cable system.
6. Non-proprietary annual reports of SECTV's gross revenues.
7. Rates charged subscribers.
8. Program offerings.

Thank you for your anticipated cooperation in this process.

Very truly yours,


Ursula H. Leo

UHL/maf

cc: Mark Zschack, Township Clerk
Michael P. Meliti, Esq., Counsel, Service Electric Cable TV of New Jersey

ORDINANCE 2010-02
GREEN TOWNSHIP

AN ORDINANCE GRANTING MUNICIPAL CONSENT TO THE ISSUANCE OF A FRANCHISE TO SERVICE ELECTRIC CABLE T.V. OF NEW JERSEY, INC., TO CONSTRUCT, OWN, OPERATE, EXTEND AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE TOWNSHIP OF GREEN, COUNTY OF SUSSEX, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF SAID MUNICIPAL CONSENT AND PROVIDING FOR THE REGULATION AND USE OF SAID SYSTEM.

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

SECTION 1. Introductory Provisions/ Purpose of the Ordinance.

The Municipality hereby grants to the company its non-exclusive consent to place in, upon, along, across, above, over and under the highway, 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 and cable communications system. Construction, pursuant to said consent, is conditioned upon prior approval of the Board of Public Utilities.

SECTION 2. Definitions.

For the 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 the Federal Communications Commission (F.C.C.) Rules and Regulations, 47 C.F.R. subsection 76.1 *et seq.*, and the Cable Communications Policy Act, 47 U.S.C. section 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) "Municipality" or "Township" is the Township of Green, County of Sussex, State of New Jersey.
- (b) "Company" is the grantee of rights under this Ordinance and is known as Service Electric Cable T.V. of New Jersey, Inc.
- (c) "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendment thereto, section 48:5A-1 *et seq.*

SECTION 3. Statement of Findings.

A public hearing concerning the consent herein granted to the Company was held, after proper public notice, on December 7, 2009, 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.

SECTION 4. Grant of Municipal Consent.

The Township hereby grants to the Company a non-exclusive consent to the issuance of a franchise by the New Jersey Board of Public Utilities to construct, erect, operate, modify and maintain, in, upon, along, across, above, over, and under the highways, streets, alleys, sidewalks, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto, in the Township of Green, such poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Township of a cable television system and cable communications system for the purpose of distributing television and radio signals, and other electronic impulses in order to furnish television and radio programs, and various communications and other electronic services to the public. The rights so granted include the right to use and occupy said highways, streets, alleys, public ways and public places, and all manner of easements for the purposes herein set forth and as provided by federal and state law, and are subject to the terms and conditions herein.

SECTION 5. Duration of Franchise and Extension of Service.

The consent herein granted shall expire ten (10) years from the date of issuance of a Certificate of Approval as issued by the Board of Public Utilities (BPU). The Company further agrees to extend

service to the entire Township and to build out all uncabled areas of the Township in accordance with its Tariff on file with the Office of Cable Television including any policies for non-standard installations. Specific to Green Township, the Company agrees to extend cable services at a rate of 20 homes per linear mile.

SECTION 6. Franchise Fee.

a. Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers to its cable television reception service in the Municipality, or any amount permitted by the Cable Television Act or otherwise allowable by law.

b. The fee set forth in subparagraph "a" shall be increased to the amount set forth in Section 30(d) of the Act upon the qualification of a system-wide franchise to provide cable service within the Township pursuant to P.L. 2006, ch. 83.

SECTION 7. Rates.

Rates shall be set by the New Jersey Board of Public Utilities as required by law or as otherwise specified by federal or state law, to the extent applicable.

SECTION 8. Township Remedies.

In the event the Company breaches its responsibilities herein,

the Township reserves the right to seek redress administratively through the Board of Public Utilities, or at law in a court of competent jurisdiction.

The Company will restore any property damaged by the installation of its wires or facilities to its original condition at its own cost and expense. In the event it fails to so restore said property upon the receipt of thirty (30) days written notice by the Township to do so, the Township may withdraw a portion of the performance bond posted with the Township to compensate the owner for the restoration cost. In the event said funds are withdrawn, the Company shall restore the balance of the \$25,000.00 performance bond upon thirty (30) days written notice by the Township to do so.

SECTION 9. Territory.

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

SECTION 10. Construction Requirements.

Restoration: In the event that the Company or its agents shall disturb any pavement, streets, 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 to as good a condition as existed prior to the commencement of said work.

Relocation: 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 Municipality, shall remove, re-lay and relocate its equipment, at the expense of the Company.

The Company shall temporarily move or remove appropriate parts of its facilities to allow for the moving of buildings, and machinery, or in other similar circumstances. The expense shall be borne by the party requesting such action, except when required by the Municipality, in which case the Company shall bear the cost.

Removal or 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.

SECTION 11. Local Office.

During the term of this franchise, and any renewal thereof, the Company shall maintain a local business office in Sussex County for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment, malfunctions, and similar matters. Such local business office shall be staffed from

8:00 a.m. to 8:00 p.m. Monday through Friday, and from 8:00 a.m. to 12:00 p.m. on Saturday.

SECTION 12. Municipal Complaint Officer.

The Office of Cable Television is hereby designated as the complaint officer for the Municipality, pursuant to N.J.S.A. 48:5a-25(b).

All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5.

SECTION 13. Performance Bond.

During the life of the franchise, the Company shall give 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.

SECTION 14. Local Programming and Public Educational and Governmental Access.

The Company shall provide public, educational, and governmental (PEG) access channels and facilities in accordance with its Application for Renewal of Municipal Consent.

SECTION 15. Free Services.

The Company shall provide services in accordance with its Tariff for Cable Television Service approved by the Board of Public Utilities on January 1, 2010.

In addition, the Company shall provide the following services to the Township, including the provision of a basic broadcast programming package and Weather Channel or equivalent, free of charge:

Two (2) cable connections for Green Municipal Building.

One (1) cable connection for the Green Recreation Department.

One (1) cable connection for the Old Green Department of Public Works.

Two (2) cable connections for the New Green Department of Public Works.

One (1) cable connection for the municipally owned Trinca Airport.

Three (3) cable connections for the Green Hills School.

One (1) cable connection for the Allamuchy/Green First Aid Squad.

One (1) cable connection for the Green Township Volunteer Fire Department.

Should the Company extend services during the term of this consent, subject to its extension agreement in **Section 5** of this Ordinance, to the roadway where Trinca Airport is located, the Company agrees to provide one (1) free cable connection to Trinca Airport, subject to the Company's policy of non-standard installation, if applicable.

SECTION 16. Programming.

Although nothing herein shall require the Company to carry or transmit any particular television stations or programming source, the Company shall provide the subscribers in the Township with at least the same broad categories of programming, in approximately the

same quantity, as are now provided, and which appear in the Application for Municipal Consent.

SECTION 17. 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 amount of one million dollars (\$1,000,000.00) combined single limit for bodily injury or death to one person and five hundred thousand dollars (\$500,000.00) for property damage resulting from any one accident.

The contractor building the cable television lines shall file a worker's compensation certificate of insurance with the Township Clerk prior to commencing the work.

SECTION 18. Filing with Township Engineer.

The Company shall cause all construction plans relating to work on any extensions of its plant, or work which could have significant impact on public works within the Township, to be filed with the Township Engineer's Office.

SECTION 19. Activities Prohibited.

The Company shall not allow its cable or other operations to interfere with television reception or persons not served by the Company, nor shall the system interfere with, obstruct or hinder in

any manner, the operation of the various utilities serving the residents of the Township.

SECTION 20. 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. 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 it does not conflict with state or federal law.

SECTION 21. Separability.

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 22. Consistency with Future Federal and State Statutes, Regulations, Rules and Orders.

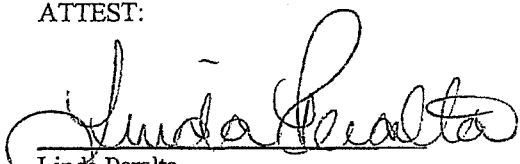
Should any of the Federal or State Acts, Regulations, or pronouncements applicable to the regulation of cable television service be modified in any way, such modification, to the extent it embodies required terms and conditions, and meaningfully can be

incorporated into this Ordinance, shall be so incorporated, consistent with any applicable effective dates specified in such modification. To the extent that any such modification(s) place(s) limits on permissible terms and conditions, and any provision of this Ordinance becomes invalid by virtue of such modification(s), the preceding section, **SECTION 22**, shall apply.

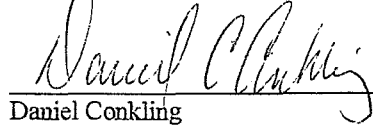
SECTION 23. Effective Date of Consent.

This Ordinance shall take effect upon its final passage and publication according to law.

ATTEST:


 Linda Peralta,
 Township Clerk

TOWNSHIP OF GREEN,
 IN THE COUNTY OF SUSSEX


 Daniel Conkling
 Mayor, Green Township

Record of Vote - ^{Adoption} Introduction:

	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip				✓
Mrs. Esenlohr	2nd ✓			
Mr. Michaud	1st ✓			
Mr. Raffay	✓			
Mr. Conkling	✓			

INTRODUCED: 5/24/2010
 PUBLIC HEARING: 6/14/2010
 ADVERTISED ADOPTION:
 6/17/2010

ADVERTISED INTRODUCTION: 5/28/2010
 ADOPTED: 6/14/2010

ORDINANCE NO. 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

**AN ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION
OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF GREEN,
NEW JERSEY TO CSC TKR, LLC**

WHEREAS, the governing body of Township of Green (hereinafter referred to as the “Township”) determined that CSC TKR, LLC (hereinafter referred to as “the Company”) has the technical competence and general fitness to operate a cable television system in the Municipality (as defined in Section 1 of this Ordinance), and by prior ordinance granted its municipal consent for the Company’s predecessor in interest, Service Electric Cable T. V. of New Jersey, Inc. (“SECTV”) to obtain a non-exclusive franchise (the “Franchise”) for the placement of facilities and the establishment of a cable television system in the Municipality; and

WHEREAS, by application for renewal consent filed with the Township and the Office of Cable Television on or about January 17, 2020, SECTV, and the Company as its successor in interest, has sought a renewal of the Franchise; and

WHEREAS, on or about July 14, 2020; with the prior approval of the Board of Public Utilities of the State of New Jersey (hereinafter the “Board”) the Company completed its purchase of the assets of SECTV, including the cable television franchise for, and the cable television system within the territorial limits governed by, the Township, and

WHEREAS, the Township having held public hearings has made due inquiry to review the Company’s performance under the Franchise, and to identify the Township’s future cable-related needs and interests and has concluded that the Company 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 Township has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and that, provided the Company’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 Committee of the Township Green, County of Sussex, 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:

ORDINANCE 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

- (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 the Company’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 Green in the County of Sussex, and the State of New Jersey.
- (e) “Company” shall mean CSC TKR, LLC, 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) “Municipality” shall mean the area contained within the present municipal boundaries of the Township of Green in the County of Sussex, and the State of New Jersey.
- (j) “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.
- (k) “State” shall mean the State of New Jersey.
- (l) “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 the Company 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 Township having received all comments regarding the qualifications of the Company to receive this consent, the Township hereby finds the Company

ORDINANCE 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and that the Company's operating and construction arrangements are adequate and feasible.

SECTION 3. GRANT OF AUTHORITY

The Township hereby grants to the Company 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 Municipality 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 the Company 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 the Company shall be bound by the terms of this municipal consent until such time as the Company 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 the Company shall apply to the entirety of the Municipality and any property hereafter annexed.

SECTION 7. SERVICE AREA

The Company shall be required to proffer video programming service along any public right-of-way to any person's residence within the "primary service area," as it exists on the effective date of any written approval order by the Board of this consent, at the Company's schedule of rates for standard and nonstandard installation.

SECTION 8. EXTENSION OF SERVICE

Upon request, the Company shall extend service along any public right of way outside its primary service area to those residences or small businesses within the franchise territory which are located in areas that have a residential home density of twenty (20) homes per mile or greater (as measured from the then existing primary service area), or areas with less than twenty (20)

ORDINANCE 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

homes per mile where residents and/or small businesses agree to share the cost of such extension in accordance with the line extension formula as provided by the Company in its application for municipal consent.

SECTION 9. FRANCHISE FEE

Pursuant to the terms and conditions of the Cable Television Act, the Company 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 Municipality. The Company may use electronic funds transfer to make any payments to the Township required under this Ordinance. In the event applicable law hereinafter permits a larger franchise fee to be collected, but does not fix the amount thereof, the Township and the Company 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 the Company that is higher than the fee paid by all other cable television service providers offering service in the Municipality.

SECTION 10. FREE SERVICE

Subject to applicable federal regulations, the Company shall, upon written request, provide free of charge, 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 Municipality as follows:

- Two (2) cable connections for Green Municipal Building.
- One (1) cable connection for the Green Recreation Department.
- One (1) cable connection for the Old Green Department of Public Works.
- Two (2) cable connections for the New Green Department of Public Works.
- Three (3) cable connections for the Green Hills School.
- One (1) cable connection for the Allamuchy/Green First Aid Squad.
- One (1) cable connection for the Green Township Volunteer Fire Department.

SECTION 11. CONSTRUCTION/SYSTEM REQUIREMENTS

The Company 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 Municipality:

- (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.

ORDINANCE 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

(b) If at any time during the period of this consent, the Township 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 12. TECHNICAL AND CUSTOMER SERVICE STANDARDS

The Company shall comply with the technical and customer service standards established for the cable industry under applicable federal and State laws, rules and regulations.

SECTION 13. LOCAL OFFICE OR AGENT

The Company 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 14. 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 15. LIABILITY INSURANCE

The Company 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.

ORDINANCE 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

SECTION 16. PERFORMANCE BOND

The Company shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement, a bond to the Township 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 17. 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 18. EMERGENCY USES

The Company 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 Township 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 19. 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 Municipality creates a significant competitive disadvantage to the Company, 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 the Company'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.

ORDINANCE 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

SECTION 20. REMOVAL OF FACILITIES

Upon expiration, termination or revocation of this Ordinance, the Company 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 the Company, 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 21. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

A. The Company shall continue to make available non-commercial public, educational and governmental (PEG) access services available to the residents of the Municipality as described in the Application for municipal consent. All the Company support for PEG access shall be for the exclusive benefit of the Company's subscribers.

B. The Township agrees that the Company shall retain the right to use the PEG Channel, or portion thereof, for non-PEG access programming, during times when the Township is not utilizing the PEG Channel for purposes of providing PEG access programming. In the event that the Company uses the PEG 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 PEG Channel for non-PEG programming shall be subordinate to the Township's provision of PEG access programming on the PEG Channel.

C. The Company shall have discretion to determine the format and method of transmission of the PEG Channel provided for in this Section 21.

SECTION 22. 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 the Company as terms and conditions of this consent. The Application and any other written amendments thereto submitted by the Company 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 23. 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 24. 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.

ORDINANCE 2021-10
TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

SECTION 25. 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, 49th Floor
Long Island City, NY 11101
Attention: Senior Vice President for Government Affairs
With a copy to:

CSC TKR, 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 Green
P.O. Box 65
Tranquility, NJ 07879
Attention: Township Manager

Notwithstanding anything herein to the contrary, regulatory notices from the Company to the Township which are required pursuant to federal and state law and regulations 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 26. 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 The Company 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.

ORDINANCE 2021-10
 TOWNSHIP OF GREEN, COUNTY OF SUSSEX, STATE OF NJ

NOTICE

The above-entitled Ordinance was introduced and passed at first reading by the Green Township Committee at a meeting held on April 19, 2021 and after publication and a public hearing was finally adopted by the Green Township Committee at a meeting held on May 3, 2021.

ATTEST:

TOWNSHIP OF GREEN,
 IN THE COUNTY OF SUSSEX



 Mark Zschack, RMC, Township Clerk



 Margaret "Peg" Phillips, Mayor

Record of Vote - Introduction:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip			√			
Mr. Conkling	√		√			
Mr. Qarmout			√			
Mrs. Raffay		√	√			
Mrs. Phillips			√			

Record of Vote - Adoption:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Mr. Chirip	√		√			
Mr. Conkling		√	√			
Mr. Qarmout			√			
Mrs. Raffay			√			
Mrs. Phillips			√			

INTRODUCED: April 19, 2021
 ADOPTED: May 3, 2021

ADVERTISED: April 22, 2021
 ADVERTISED: May 6, 2021

GREEN TOWNSHIP
PO BOX 65
TRANQUILITY, NJ 07879

Acct Number 63084
Ad Number 0000995576
Insertions 1
Total \$26.10

**AFFIDAVIT OF PUBLICATION,
NEW JERSEY, SUSSEX COUNTY, ss**

Jaime Kerr, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on:

<u>ADNUMBER</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
0000995576-01	NJH Herald	C4	05/06/2021

Jaime Kerr

Subscribed and sworn to me before this date: 05/06/2021

Brittany L Weiss

Notary: _____ Date: 05/06/2021

Brittany L Weiss
NOTARY PUBLIC
State of New Jersey
ID # 50118581
My Commission Expires December 17, 2024

TOWNSHIP OF GREEN
ORDINANCE NO. 2021-10
GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF GREEN, NEW JERSEY TO CSC TKR, LLC
AND
ORDINANCE NO. 2021-11
CAPITAL ORDINANCE FOR IMPROVEMENTS TO WHITEHALL ROAD APPROPRIATING THE TOTAL OF \$342,000.00 OF WHICH \$182,000.00 IS FROM THE GENERAL CAPITAL RESERVES - ROAD IMPROVEMENTS AND \$160,000.00 IS FROM NJDOT MUNICIPAL AID PROGRAM
Notice is hereby given that the foregoing Ordinances were finally adopted by the Township Committee of the Township of Green, in the County of Sussex, in the State of New Jersey at a meeting of said Township Committee held on May 3, 2021. The Ordinances are available in the Municipal Clerk's Office for review during normal business hours.
DATED: May 4, 2021
By Order of the Township Committee
Mark Zschack, RMC
Township Clerk
May 6, 2021 pf\$18.60
0000995576 NJH

GREEN TOWNSHIP
PO BOX 65
TRANQUILITY, NJ 07879

Acct Number 63084
Ad Number 0000992139
Insertions 1
Total \$40.50

**AFFIDAVIT OF PUBLICATION,
NEW JERSEY, SUSSEX COUNTY, ss**

Brittany Weiss, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on:

ADNUMBER Publication Page Date
0000992139-01 NJH Herald C2 04/22/2021

Brittany Weiss

Subscribed and sworn to me before this date: 04/22/2021

Daria Jean Sorgine

Notary: DARIA JEAN SORGINE Date: 04/22/2021
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2457972
My Commission Expires 6/22/2023

Legal Notice	Legal Notice
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**TOWNSHIP OF GREEN
NOTICE OF PENDING ORDINANCES**

PUBLIC NOTICE is hereby given that the following Ordinances were submitted in writing, introduced, read by title and passed on first reading at a meeting of the Township Committee of the Township of Green held on Monday, April 19, 2021, and will be further considered for final passage at a meeting of said Committee at 7:00 p.m., Monday, May 3, 2021, at which time all persons interested both for and against said ordinances shall be given an opportunity to be heard concerning same. During the week prior to and up to and including the date of such meeting, copies of the full ordinances will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such ordinances is as follows:

ORDINANCE 2021-10

GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF GREEN, NEW JERSEY TO CSC TKR, LLC

Purpose: To grant consent to CSC TKR, LLC to operate a cable television system in Green Township.

AND

ORDINANCE 2021-11

CAPITAL ORDINANCE FOR IMPROVEMENTS TO WHITEHALL ROAD IN AND BY THE TOWNSHIP OF GREEN IN THE COUNTY OF SUSSEX, NEW JERSEY, APPROPRIATING THE TOTAL OF \$342,000.00 OF WHICH \$182,000.00 IS FROM THE GENERAL CAPITAL RESERVES - ROAD IMPROVEMENTS, AND \$160,000.00 IS FROM NJDOT MUNICIPAL AID PROGRAM

Purpose: To authorize improvements to Whitehall Road, appropriating the total sum of \$342,000.00 with \$182,000.00 from monies available in the General Capital Reserves - Road Improvements of the Township and \$160,000.00 in funding being provided by the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2020 Municipal Aid Program.

DATED: April 20, 2021

By Order of the Township Committee
Mark Zschack, RMC Township Clerk

April 22, 2021 pf\$33.00
0000992139 NJH

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Classified Advisor today!
1-800-344-9224**



December 28, 2021

Mr. Mark Zschack, RMC
Township Clerk
Township of Green
P.O. Box 65
150 Kennedy Road
Tranquility, NJ 07879

Dear Clerk Zschack:

Pursuant to NJSA 48:5A-24, CSC-TKR, LLC ("Altice") hereby accepts issuance of the municipal consent for the construction, operation and maintenance of a cable television system within the Township as set forth in Ordinance No. 2021-10, adopted on May 3, 2021, with all of the terms and conditions thereof as approved by the Township Committee. Altice will file a petition for a certificate of approval of this franchise renewal with the New Jersey Board of Public Utilities.

Altice looks forward to a harmonious working relationship with the Township of Green and to serving its residents.

Sincerely,

A handwritten signature in black ink that reads "Cathy Calhoun". The signature is fluid and cursive, with the first name "Cathy" and last name "Calhoun" clearly distinguishable.

Cathy Calhoun
Vice President, Government Affairs

cc: New Jersey Office of Cable Television and Telecommunications
Robert Hoch, Altice USA
Marilyn Davis, Altice USA

Shirley Michael

From: TrackingUpdates@fedex.com
Sent: Wednesday, December 29, 2021 3:26 PM
To: Shirley Michael
Subject: FedEx Shipment 775613992926 Delivered

This tracking update has been requested by:

Company Name: Cablevision
Name: Shirley Michael
E-mail: smichael@cablenj.org

Our records indicate that the following shipment has been delivered:

Reference: Municipal Consent
Ship date: Dec 28, 2021
Signed for by: M.ZSCHACH
Delivery location: TRANQUILITY, NJ
Delivered to: Receptionist/Front Desk
Delivery date: Wed, 12/29/2021 3:25 pm
Service type: FedEx Standard Overnight®
Packaging type: FedEx® Envelope
Number of pieces: 1
Weight: 0.50 lb.
Special handling/Services: Deliver Weekday
Standard transit: 12/29/2021 by 4:30 pm

Tracking number: 775613992926

Shipper Information	Recipient Information
Shirley Michael	Mark Zschack, RMC
Cablevision	Township of Green
124 W. State St	150 Kennedy Road
Trenton	TRANQUILITY
NJ	NJ
US	US
08608	07879

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 2:25 PM CST on 12/29/2021.

All weights are estimated.