

December 11, 2013

The Honorable Robert J. Seader  
Municipal Building  
355 North Avenue  
Dunellen, New Jersey 08812

Dear Mayor Seader:

Our records indicate that our cable television franchise is due to expire on November 8, 2016. We, of course, wish to continue providing service to Dunellen for an additional renewal term, and are, by this letter, informing you of our intent to seek renewal of the franchise.

The Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection Act of 1992 establish formal cable television renewal procedures to be invoked 30-36 months prior to expiration. Accordingly, as provided for in Section 626 (a), we hereby request the Borough of Dunellen to commence renewal proceedings set forth in Section 626 subsection (b) through (g). A copy of Section 626 is attached for your use.

The Cable Acts also allow for reaching mutually beneficial agreement for franchise renewal through informal negotiation, if both parties wish to undertake these discussions. We would be ready at any time during these formal proceedings to discuss the terms of renewal with you on an informal basis. We believe such negotiations would be successful and cost-effective---allowing us to discuss the needs of the community and the future of cable service without the involved procedures. Of course, if we agree to a temporary delay in the formal procedures in order to explore informal negotiations, both parties will retain their rights to proceed with the formal renewal process at any time upon written notice to the other party.

We are proud to serve the residents of Dunellen and look forward to working with you on this renewal and into the future.

Sincerely,



Don Viapree  
Director of Government Affairs

Enclosure

C: Laureen Fellin, Borough Clerk  
Karen A. Marlowe, OCTV  
Pter Corea, Cablevision  
Robert Hoch, Cablevision  
Michael Gorman, Cablevision  
File

## Franchise Renewal

### Sec. 626.

#### (a) Commencement of franchise renewal proceeding

- (1) A franchising authority may, on its own initiative during the 6-month period which begins with the 36<sup>th</sup> month before the franchise expiration, commence a proceeding which affords the public in the franchise area appropriate notice and participation for the purpose of (A) identifying the future cable-related community needs and interests, and (B) reviewing the performance of the cable operator under the franchise during the then current franchise term. If the cable operator submits, during such 6-month period, a written renewal notice requesting the commencement of such a proceeding, the franchising authority shall commence such a proceeding not later than 6 months after the date, such notice is submitted.
- (2) The cable operator may not invoke the renewal procedures set forth in subsection (b) through (g) unless—
  - (a) such a proceeding is requested by the cable operator by timely submission of such notice; or
  - (b) such a proceeding is commenced by the franchising authority on its own initiative.

#### (b) Submission of renewal proposals; contents; time;

- (1) Upon completion of a proceeding under subsection (a), a cable operator seeking renewal of a franchise may, on its own initiative or at the request of a franchising authority, submit a proposal for renewal.
- (2) Subject to section 647 [47 USCS 544], any such proposal shall contain such material as the franchising authority may require, including proposals for an upgrade of the cable system.
- (3) The franchising authority may establish a date by which such proposal shall be submitted.

(c) (1) Upon submittal by a cable operator of a proposal to the franchising authority for the renewal of a franchise pursuant to subsection (b) of this section, the franchising authority shall provide prompt public notice of such proposal and, during the 4-month period which begins on the date of the submission of the cable operator's proposal pursuant to subsection (b) of this section, renew the franchise or, issue a preliminary assessment that the franchise should not be renewed and, at the request of the operator or

on its own initiative, commence an administrative proceeding after providing prompt public notice of such proceeding in accordance with paragraph (2) to consider whether—

- (A) the cable operator has substantially complied with the material terms of the existing franchise, and with applicable law;
- (B) the quality of operator's service including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in the light of the community's needs;
- (C) the operator has the financial, legal and technical ability to provide the services, facilities, and equipment as set forth in the operator's proposal; and
- (D) the operator's proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

(2) In any proceeding under paragraph (1) the cable operator shall be afforded adequate notice and the cable operator and the franchising authority, or its designee, shall be afforded fair opportunity for full participation, including the right to introduce evidence [including evidence related to issues raised in the proceeding under subsection (a) of this section], to require the production of evidence, and to question witnesses. A transcript shall be made of any such proceeding.

(3) At the completion of a proceeding under this subsection, the franchising authority shall issue a written decision granting or denying the proposal for renewal based upon the record of such proceeding, and transmit a copy of such decision to the cable operator. Such decision shall state the reasons therefor.

(d) Any denial of a proposal for renewal that has been submitted in compliance with subsection (b) of this section shall be based on one or more adverse findings made with respect to the factors described in subparagraphs (A) through (D) of subsection (c) (1), pursuant to the record of the proceeding under subsection (c) of this section. A franchising authority may not base a denial of renewal on a failure to substantially comply with the material terms of the franchise under subsection (c) (1) (A) of this section or on events considered under subsection (c) (1) (B) of this section in any case in which a violation of the franchise or the events considered under subsection (c) (1) (B) of this section occur after the effective date of this title unless the franchising authority has provided the operator with notice and the opportunity to cure, or in any case in which it is documented that the franchising authority has waived its right to object, or the cable operator gives written notice of a failure or inability to cure and the franchising authority fails to object within a reasonable time after receipt of such notice.

(e) Judicial Review

- (1) Any cable operator whose proposal for renewal has been denied by a final decision of a franchising authority made pursuant to this section, or has been adversely affected by a failure of the franchising authority to act in accordance with the procedural requirements of this section, may appeal such final decision or failure pursuant to the provisions of section 635 [47 USCS 555].
- (2) The court shall grant appropriate relief if the court finds that—
  - (A) any action of the franchising authority other than harmless errors, is not in compliance with the procedural requirements of this section; or
  - (B) in the event of a final decision of the franchising authority denying the renewal proposal, the operator has demonstrated that the adverse finding of the franchising authority with respect to each of the factors described in subparagraph (A) through (D) of subsection (c) (1) on which the denial is based is not supported by a preponderance of the evidence, based on the record of the proceeding conducted under subsection (c) of this section.
- (f) Any decision of a franchising authority on a proposal for renewal shall not be considered final unless all administrative review by the State has occurred or the opportunity therefor has lapsed.
- (g) For purposes of this section, the term “franchise expiration” means the date of the expiration of the term of the franchise, as provided under the franchise, as it was in effect on October 30, 1984.
- (h) Notwithstanding the provisions of subsections (a) through (g) of this section, a cable operator may submit a proposal for the renewal of a franchise pursuant to this subsection at any time, and a franchising authority may, after affording the public adequate notice and opportunity for comment, grant or deny such proposal at any time (including after proceedings pursuant to this section have commenced). The provisions of subsections (a) through (g) of this section shall not apply to a decision to grant or deny a proposal under this subsection. The denial of a renewal pursuant to this subsection shall not affect action on a renewal proposal that is submitted in accordance with subsections (a) through (g) of this section.
- (i) Notwithstanding the provision of subsection (a) through (h), any lawful action to revoke a cable operator’s franchise for cause shall not be negated by the subsequent initiation of renewal proceedings by the cable operator under this section.

**FedEx** Package  
Express US Airbill

FedEx  
Tracking  
Number

8029 1620 2831

Form  
ID No.

0215

0712

From Please print and press hard.

Date 12.11.13 Sender's FedEx Account Number 125-5709-8

Sender's Name Phone ( )

Company CABLEVISION

Address 765 BROAD ST

Dept./Floor/Suite/Room

City NEWARK State NJ ZIP 07102-3720

Your Internal Billing Reference  
First 24 characters will appear on invoice.

To Recipient's Name MAYOR SEADER Phone 732 960-3033

Company BOROUGH OF DUNELLEN

Address 355 NORTH AVE  
We cannot deliver to P.O. boxes or P.O. ZIP codes. Dept./Floor/Suite/Room

HOLD Weekday  
FedEx location address  
REQUIRED. NOT available for  
FedEx First Overnight.

Address  
Use this line for the HOLD location address or for continuation of your shipping address.

HOLD Saturday  
FedEx location address  
REQUIRED. Available ONLY for  
FedEx Priority Overnight and  
FedEx 2Day to select locations.

City DUNELLEN State NJ ZIP 08812

0106201286

4 Express Package Service \*To most locations.  
NOTE: Service order has changed. Please select carefully.

Packages up to 150 lbs.  
For packages over 150 lbs., use the new  
FedEx Express Freight US Airbill.

Next Business Day

FedEx First Overnight  
Earliest next business morning delivery to select  
locations. Friday shipments will be delivered on  
Monday unless SATURDAY Delivery is selected.

FedEx Priority Overnight  
Next business morning.\* Friday shipments will be  
delivered on Monday unless SATURDAY Delivery  
is selected.

FedEx Standard Overnight  
Next business afternoon.\*  
Saturday Delivery NOT available.

2 or 3 Business Days

FedEx 2Day A.M.  
Second business morning.\*  
Saturday Delivery NOT available.

FedEx 2Day  
Second business afternoon.\* Thursday shipments  
will be delivered on Monday unless SATURDAY  
Delivery is selected.

FedEx Express Saver  
Third business day.\*  
Saturday Delivery NOT available.

5 Packaging \*Declared value limit \$500.

FedEx Envelope\*  FedEx Pak\*  FedEx Box  FedEx Tube  Other

6 Special Handling and Delivery Signature Options

SATURDAY Delivery  
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

No Signature Required  
Package may be left without  
obtaining a signature for delivery.

Direct Signature  
Someone at recipient's address  
may sign for delivery. Fee applies.

Indirect Signature  
If no one is available at recipient's  
address, someone at a neighboring  
address may sign for delivery. For  
residential deliveries only. Fee applies.

Does this shipment contain dangerous goods?  
One box must be checked.

No  Yes As per attached Shipper's Declaration.  Yes Shipper's Declaration not required.  Dry Ice Dry Ice, 9, UN 1845 \_\_\_\_\_ x \_\_\_\_\_ kg  
Dangerous goods (including dry ice) cannot be shipped in FedEx packaging or placed in a FedEx Express Drop Box.  Cargo Aircraft Only

7 Payment Bill to:

Enter FedEx Acct. No. or Credit Card No. below.

Sender Acct. No. In Section 1 will be billed.  Recipient  Third Party  Credit Card  Cash/Check  
FedEx Acct. No. Credit Card No. Exp. Date

Total Packages Total Weight Total Declared Value<sup>1</sup>

lbs. \$ .00

<sup>1</sup>Our liability is limited to US\$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

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