



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

CHRIS CHRISTIE

Governor

JAMES S. SIMPSON

Commissioner

KIM GUADAGNO

Lt. Governor

January 26, 2011

The Honorable Peter A. Hughes
Mayor, Glen Ridge Borough
PO Box 66
825 Bloomfield Avenue
Glen Ridge, NJ 07028-0066

Dear Mayor Hughes:

On behalf of Governor Chris Christie, I am pleased to inform you that your community has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2011 Municipal Aid Program for Various Streets - 2011 - Glen Ridge in the amount of \$210,000.00.

Each year, NJDOT's Municipal Aid Program becomes more popular and is very competitive statewide. This year's solicitation resulted in 677 applications received totaling more than \$246 million for the \$78.75 million available in funds from the Transportation Trust Fund (TTF).

NJDOT is committed to providing statewide assistance for local governments for improvements to and preservation of the local transportation network. The completion of your project will help achieve this goal and pursue a transportation strategy that provides mobility through managing the local roadway system.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

Mt. Arlington - 973-601-6700
Newark - 973-877-1500

Freehold - 732-625-4291
Cherry Hill - 856-486-6618

Again, thank you for your support of this program and good luck with your project.

Sincerely,

A handwritten signature in cursive script that reads "James S. Simpson".

James S. Simpson
Commissioner

c: Municipal Clerk
Municipal Engineer



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January 26, 2011

The Honorable Peter A. Hughes
Mayor, Glen Ridge Borough
PO Box 66
825 Bloomfield Avenue
Glen Ridge, NJ 07028-0066

Dear Mayor Hughes:

Thank you for your application requesting funds for your municipality under the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2011 Municipal Aid Program.

Unfortunately, the NJDOT is unable to provide a Municipal Aid grant for Watchung Avenue Sidewalks. The Municipal Aid Program continues to be a popular and competitive program. This year's solicitation resulted in 677 applications requesting more than \$246 million of the \$78.75 million available. NJDOT makes every effort to fund as many projects as possible, but the funding needs far exceed available resources.

NJDOT encourages you to apply for the upcoming Fiscal Year 2012 Municipal Aid Program. Please contact our Local Aid District Offices for assistance in developing an application.

Thank you for applying.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Russo".

Michael Russo
Director
Division of Local Aid and Economic Development

c Municipal Clerk
Municipal Engineer

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

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**COUNTY OF ESSEX
SMALL BUSINESS DEVELOPMENT AND
AFFIRMATIVE ACTION OFFICE**

Hall of Records, Room 449A, Newark, New Jersey 07102
973.621.2011 -- 973.621.2009 (Fax)
dcollins@admin.essexcountynj.org

Joseph N. DiVincenzo, Jr.
Essex County Executive

Deborah E. Collins, Esq.
Director

Mayor Peter A. Hughes
P.O. Box 66
Glen Ridge, New Jersey 07028

February 8, 2011

Re: Resignation

Dear Mayor Hughes:

I regret to inform you that due to work-related obligations I find it necessary to resign from the Glen Ridge Board of Adjustment effective immediately.

Very truly yours,

Deborah E. Collins, Esq.

Cc: Michael P. Zichelli, AICP/PP



GLEN RIDGE FREE PUBLIC LIBRARY

240 RIDGEWOOD AVENUE

GLEN RIDGE, NEW JERSEY 07028

TEL. 973-748-5482 FAX 973-748-9350

February 10, 2011

Mayor Peter Hughes
Borough of Glen Ridge
825 Bloomfield Avenue, P.O. Box 66
Glen Ridge, NJ 07028

Dear Mayor Hughes,

I would like to take this opportunity to commend Michael Zichelli for the outstanding assistance he has given to the Glen Ridge Library in the last several weeks. He has been very attentive to our technology needs by successfully networking our new scanner to the Internet and assisting us with installing a new computer in my office and in the youth services librarian's office. In addition, he has recently helped us with our HVAC system and other building issues.

He truly is an invaluable asset to the Borough and the Library.

Sincerely,

Jennifer Breuer

Jennifer Breuer

Library Director

cc: Michael Rohal, Borough Administrator

Essex County Board of Elections

*Hall of Records, Room 411
465 Dr. Martin Luther King, Jr. Blvd
Newark, New Jersey 07102
(973) 621- 5071
Fax (973) 621-2540*

Commissioners:

*Bethany O'Toole, Chairwoman
Fran Adubato, Secretary
Michael Carson, Member
Lee B. Fisher, Member*

*Linda von Nessi
Clerk of the Board*

January 25, 2011

Hon. Michael Rohal
Borough Clerk
825 Bloomfield Avenue
Glen Ridge, NJ 07028

Dear Mr. Rohal,

The Essex County Board of Elections respectfully requests the use of your facility/facilities for voting on:

**April 27, 2011 – Annual School Board Election Day
June 7, 2011 – Primary Election Day
November 8, 2011 – General Election Day**

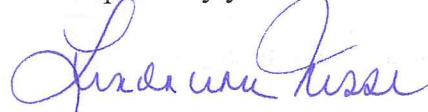
A lease is enclosed for your review. **Please review this lease for approval and return immediately in the self-addressed stamped envelope or fax it to (973) 621-6480. It is important that this lease is returned immediately.**

In order to communicate with you, we are requesting that you furnish us with a phone number where you or someone designated by you may be reached. If a phone is available on the premises, please indicate in the space provided, a number where we may contact our board members, if necessary, on election day.

If you have any questions or concerns regarding use of your facility/facilities and or election day policy and procedures, please feel free to contact me at (973) 621-5071.

Thank you for your cooperation.

Respectfully yours,



Linda von Nessi
Clerk of the Board



Government and Regulatory Affairs
Department
800 Rahway Ave.
Union, NJ 07083
908.258.8143 Phone
908.378.5328 Fax
www.comcast.com

January 21, 2011

Mr. Michael Rohal
Borough Clerk
Glen Ridge Borough
825 Bloomfield Ave.
P.O. Box 66
Glen Ridge, NJ 07028-

Dear Mr. Rohal:

Please find enclosed a check in the amount of \$19,879.00 payable to Glen Ridge Borough for the use of municipal rights-of-way by Comcast of New Jersey II, LLC during the calendar year of 2010.

Attached you will also find the notarized Affidavit as required under applicable state law.

Should you have any questions regarding this payment or any other Comcast matter, please do not hesitate to contact me at (908) 258-8143.

Yours truly,

A handwritten signature in black ink, appearing to read "Charles L. Smith", with a long, sweeping horizontal line extending to the right.

Charles L. Smith
Director of Government and Regulatory Affairs

Enclosure: check and affidavit

c: William J. Kettleson, Region Vice President
Celeste M. Fasone, Director, NJBPU Office of Cable Television



Comcast Cable
200 Cresson Boulevard
P.O. Box 989
Oaks, PA 19456

TOWNSHIP OF GLEN RIDGE

P. O. BOX 66

GLEN RIDGE, NJ 07027

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For the Year Ended December 31, 2010

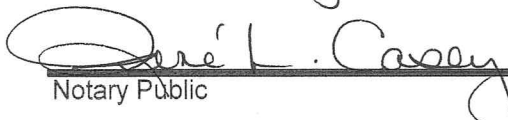
Basic	\$992,792.28
Commercial	\$2,597.31
Total Revenue	<u>\$995,389.59</u>
Bad Debt / Write Off	(\$1,439.43)
Total Franchise Fee Base	<u>\$993,950.16</u>
Franchise Fee Percentage	2.00%
Franchise Fees	<u>\$19,879.00</u>
Total Payment Due	<u><u>\$19,879.00</u></u>

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.



JOSEPH C. LANCE
SENIOR DIRECTOR

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
18 January, 2011 ON BEHALF OF THE CORPORATION.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Rene L. Casey, Notary Public
Upper Providence Twp., Montgomery County
My Commission Expires Aug. 13, 2011
Member, Pennsylvania Association of Notaries

Annual Remittance Statement Franchise Fee for 2010

Glen Ridge
Verizon - fBA

New Jersey

Franchise Fee Rate:

3.50%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$25,383.75	\$26,160.39	\$27,635.54	\$30,467.36	\$30,479.95	\$32,469.68	\$33,172.86	\$33,271.01	\$34,513.68	\$34,107.48	\$34,529.08	\$36,019.48	\$378,210.26
Usage Based Charges (e.g. PayPer View, Installation)	\$1,912.33	\$1,855.22	\$1,799.35	\$1,984.56	\$1,688.36	\$2,194.71	\$2,400.16	\$2,147.98	\$1,495.97	\$1,838.48	\$2,623.24	\$2,864.33	\$24,804.69
Advertising	\$593.47	\$618.95	\$504.10	\$604.10	\$687.15	\$817.11	\$843.37	\$798.60	\$950.94	\$951.55	\$626.51	\$2,985.83	\$10,981.68
Home Shopping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Late Payment	\$0.59	\$0.41	\$0.57	\$0.00	\$1.12	\$0.69	\$1.39	\$2.65	\$1.65	\$1.89	\$1.01	\$0.00	\$11.97
Other Misc. (Leased Access & Other Misc.)	\$790.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$790.00
Franchise Fee Billed	\$1,004.97	\$1,021.70	\$1,068.34	\$1,190.47	\$1,181.52	\$1,263.30	\$1,294.53	\$1,292.36	\$1,324.85	\$1,262.86	\$1,326.71	\$1,383.10	\$14,614.71
PEG Fee Billed	\$142.42	\$144.97	\$151.15	\$168.94	\$168.36	\$178.97	\$183.55	\$183.24	\$187.77	\$179.15	\$188.06	\$196.73	\$2,073.31
Less:													
Bad Debt	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Receipts Subject to Franchise Fee Calculation	\$29,234.05	\$29,182.69	\$30,654.94	\$33,811.33	\$33,519.31	\$36,107.34	\$37,052.50	\$36,897.23	\$37,523.93	\$37,389.88	\$38,668.10	\$40,463.64	\$420,504.94
Franchise Fee Due	\$1,023.19	\$1,021.39	\$1,072.92	\$1,183.40	\$1,173.18	\$1,263.76	\$1,296.84	\$1,291.40	\$1,313.34	\$1,308.65	\$1,353.38	\$1,416.23	\$14,717.68

Verizon New Jersey Inc. is hereby requesting that this information be treated as confidential and proprietary commercial information and not disclosed in accordance with the New Jersey Open Public Records Act, N.J.S.A. 47:1A 1, et seq. This information is not otherwise readily ascertainable or publicly available by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to competitive position of Verizon in the highly



State of New Jersey

DEPARTMENT OF STATE

TRENTON, NJ 08625

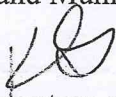
(609) 984-1900

CHRIS CHRISTIE
Governor

LT. GOVERNOR KIM GUADAGNO
Secretary of State

MEMORANDUM

TO: County Clerks and Municipal Clerks

FROM: Kim Guadagno 
Lt. Governor/Secretary of State

DATE: January 24, 2010

SUBJECT: 2011 Campaign Contribution Notice

Pursuant to the provisions of P.L. 1975, c.70, as this State's Chief Election Official, I am required to send the written notice below to each county and municipal clerk indicating that:

Notice

"No holder of a public office or position shall demand payment or contribution from another holder of a public office or position for the campaign purposes of any candidate or for the use of any political party."

You may wish to reproduce the Campaign Contribution Notice and distribute to your employees.

Thank you for your attention to this matter.

Alexander C. Stern
Assistant General Regulatory Counsel

Public Service Electric and Gas Company
80 Park Plaza – T5G, Newark, New Jersey 07102-4194
973-430-5754 fax: 973-430-5983
email: alexander.stern@pseg.com



January 24, 2011

In the Matter of the Petition of
Public Service Electric and Gas Company
For an Extension of Three Subprogram Components of Its
Energy Efficiency Economic Stimulus Program
in its Service Territory on a Regulated
Basis and Associated Cost Recovery
And for Changes in the Tariff for Electric Service, B.P.U.N.J. NO.15 Electric,
and the Tariff for Gas Service, B.P.U.N.J. NO.15 Gas,
Pursuant to N.J.S.A. 48:2-21, 48:2-21.1, and N.J.S.A. 48:3-98.1
(Multi-Family, Hospitals and Municipal/Non-Profit Direct Install)

Clerks of Municipalities
County Executives,
Clerk of Board of Chosen Freeholders and
County Administrators
In the Company's Electric and Gas Service Area

Public Service Electric and Gas Company has filed a Petition with the Board of Public Utilities of the State of New Jersey requesting an increase in the charges for electric and gas service. A copy of the Notice is enclosed for your information.

The Company is seeking Board of Public Utilities approval of an extension of its Energy Efficiency Economic Program so that it may continue to provide and invest in an Energy Efficiency Economic Program in its service territory.

Any rate relief found by the Board to be just and reasonable may be allocated by the Board for consistency with the provisions of N.J.S.A. 48:2-21, and for other good and legally sufficient reasons, to any class or classes of customers of the Company. Therefore, the average percentage increase in rates may increase or decrease based upon the Board's decision. The Board may choose to impose a greater portion of any increase on any class or classes of customers and may exclude from increase any class or classes.

Existing electric and gas rates will remain in effect until new rates are approved by the Board of Public Utilities.

It is expected that the Board of Public Utilities will schedule hearings on the Company's Petition. Notice of such hearings will be given in accordance with such requirements as the Board may impose.

Very truly yours,

A handwritten signature in dark ink that reads "Alexander C. Stern". The signature is fluid and cursive, with the first name being the most prominent.

Attachment

NOTICE TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY CUSTOMERS

**IN THE MATTER OF THE PETITION OF PUBLIC SERVICE ELECTRIC AND GAS
COMPANY FOR AN EXTENSION OF THREE SUBPROGRAM COMPONENTS OF
ITS ENERGY EFFICIENCY ECONOMIC STIMULUS PROGRAM IN ITS SERVICE
TERRITORY ON A REGULATED BASIS AND ASSOCIATED COST RECOVERY
AND FOR CHANGES IN THE TARIFF FOR ELECTRIC SERVICE, B.P.U.N.J. NO.15
ELECTRIC, AND THE TARIFF FOR GAS SERVICE, B.P.U.N.J. NO.15 GAS,
PURSUANT TO N.J.S.A. 48:2-21, 48:2-21.1, AND N.J.S.A. 48:3-98.1
(Multi-Family, Hospitals and Municipal/Non-Profit Direct Install)**

Notice of Filing

Docket No. xxxxxxxxxx

TAKE NOTICE that, Public Service Electric and Gas Company ("Public Service", "PSE&G", "the Company") filed a Petition with the New Jersey Board of Public Utilities ("Board", "BPU") in January 2011 seeking Board approval to implement and administer a PSE&G Energy Efficiency Economic Extension Program ("Program") and approval of an associated cost recovery mechanism. Approval of this filing would initially increase rates to be paid by the Company's electric customers by \$8.8 million over a 19 month period and would initially increase rates to be paid by the Company's gas customers by \$4.0 million over a 19 month period.

PSE&G seeks Board approval to implement an Energy Efficiency Economic Extension Program to extend the Hospitals, Multifamily and Municipal/Non-Profit Direct Install subprograms of its Energy Efficiency Economic program. Extension of these subprograms will ensure that PSE&G is able to address customers that it presently cannot process because the sub-programs have exhausted their approved funding. PSE&G is proposing to extend these three sub-program offerings under the same process, terms and conditions as currently approved by the Board while seeking approval of additional expenditures of approximately \$105.2 million.

PSE&G proposes to recover all Program costs through a new separate component of the electric and gas RGGI Recovery Charge ("RRC") entitled Energy Efficiency Economic Extension Program. The Energy Efficiency Economic Extension Program component will be applicable to all electric and gas rate schedules. The component would be reviewed and modified in an annual filing. The Company is requesting that any over/under recovery of actual revenue requirements compared to revenues would be deferred. In calculating the monthly interest on net over and under recoveries, the interest rate would be based upon the Company's interest rate obtained on its commercial paper and/or bank credit lines utilized in the preceding month. The proposed RRC, if approved by the Board, is shown in Table #1.

Table #2 and #3 provides customers with the approximate net effect of the proposed increase in rates relating to the Energy Efficiency Economic Extension Program, if approved by the Board. The annual percentage increase applicable to specific customers will vary according to the applicable rate schedule and the level of the customer's usage. The approximate effect of the proposed increase on typical electric and gas residential monthly bills, if approved by the Board, is illustrated in Table # 4 and 5.

Based on the filing, a typical residential electric customer using 780 kilowatthours per summer month and 7,360 kilowatthours on an annual basis would see an initial increase in the annual bill from \$1,384.88 to \$1,385.84, or \$0.96 or approximately 0.07%.

Under the Company's proposal, a residential heating customer using 100 therms per month during the winter months and 660 therms on an annual basis would see an initial increase in the annual bill from \$793.29 to \$793.95, or \$0.66 or approximately 0.08%. Moreover, under the Company's proposal, a typical residential gas heating customer using 160 therms per month during the winter months and 1,050 therms on an annual basis would see an initial increase in the annual bill from \$1,221.08 to \$1,222.16, or \$1.08 or approximately 0.09%.

The Board has the statutory authority pursuant to N.J.S.A. 48:2-21, to establish the RGGI Recovery Charges to levels it finds just and reasonable. Therefore, the Board may establish the RGGI Recovery Charges at a level other than that proposed by Public Service. Therefore, the described charges may increase or decrease based upon the Board's decision.

Copies of the Company's filing are available for review at the Company's Customer Service Centers and at the Board of Public Utilities at Two Gateway Center, Suite 801, Newark, New Jersey 07102.

Table # 1
RRC Charges

	Energy Efficiency Economic Extension Program Component of the RRC		Total RRC	
	Present \$/kWhr (Incl SUT)	Proposed \$/kWhr (Incl SUT)	Present \$/kWhr (Incl SUT)	Proposed \$/kWhr (Incl SUT)
RRC Electric - \$ per kWhr	\$0.000000	\$0.000133	\$0.000719	\$0.000852
RRC Gas - \$ per Therm	\$0.000000	\$0.001009	\$0.003339	\$0.004348

Table # 2
Impact By Electric Customer Class

PROPOSED PERCENTAGE INCREASES BY CUSTOMER CLASS FOR ELECTRIC SERVICE		
	Rate Class	% Increase
Residential	RS	0.07%
Residential Heating	RHS	0.08
Residential Load Management	RLM	0.08
General Lighting & Power	GLP	0.07
Large Power & Lighting - Secondary	LPL-S	0.08
Large Power & Lighting - Primary	LPL-P	0.12
High Tension - Subtransmission	HTS-S	0.13

The percent increases noted above are based upon current Delivery Rates and the applicable Basic Generation Service (BGS) charges and assumes that customers receive commodity service from Public Service Electric and Gas Company.

Table # 3
Impact By Gas Customer Class

PROPOSED PERCENTAGE INCREASES BY CUSTOMER CLASS FOR GAS SERVICE		
	Rate Class	% Increase
Residential Service	RSG	0.09%
General Service	GSG	0.09
Large Volume Service	LVG	0.10
Firm Transportation Gas Service	TSG-F	0.11
Non-Firm Transportation Gas Service	TSG-NF	0.13
Cogeneration Interruptible Service	CIG	0.15

The percent increases noted above are based upon current Delivery Rates and the Basic Gas Supply Service (BGSS) charges and assumes that customers receive commodity service from Public Service Electric and Gas Company.

**Table #4
Residential Electric Service**

If Your Annual kWhr Use Is:	And Your Monthly Summer kWhr Use Is:	Then Your Present Monthly Summer Bill (1) Would Be:	And Your Proposed Monthly Summer Bill (2) Would Be:	Your Monthly Summer Bill Increase Would Be:	And Your Monthly Percent Increase Would Be:
1,600	170	\$33.14	\$33.16	\$0.02	0.06%
3,900	415	77.36	77.41	0.05	0.06
7,360	780	145.74	145.84	0.10	0.07
7,800	803	150.22	150.32	0.10	0.07
12,400	1,320	250.73	250.90	0.17	0.07

- (1) Based upon current Delivery Rates and Basic Generation Service Fixed Pricing (BGS-FP) charges in effect January 1, 2011 and assumes that the customer receives BGS-FP service from Public Service.
- (2) Same as (1) except includes the Energy Efficiency Economic Extension Program component of the RGGI Recovery Charge.

**Table #5
Residential Gas Service**

If Your Annual Therm Use Is:	And Your Monthly Winter Therm Use Is:	Then Your Present Monthly Winter Bill (1) Would Be:	And Your Proposed Monthly Winter Bill (2) Would Be:	Your Monthly Winter Bill Increase Would Be:	And Your Monthly Percent Increase Would Be:
212	25	\$33.17	\$33.20	\$0.03	0.09%
424	50	60.50	60.55	0.05	0.08
660	100	117.73	117.83	0.10	0.08
1,050	160	184.91	185.08	0.17	0.09
1,312	200	229.72	229.92	0.20	0.09
1,972	300	341.60	341.90	0.30	0.09

- (1) Based upon current Delivery Rates and Basic Gas Supply Service (BGSS-RSG) charges in effect January 1, 2011 and assumes that the customer receives commodity service from Public Service.
- (2) Same as (1) except includes the Energy Efficiency Economic Extension Program component of the RGGI Recovery Charge.

**Alexander C. Stern, Esq.
Assistant General Regulatory Counsel**

PUBLIC SERVICE ELECTRIC AND GAS COMPANY



Florio Perrucci Steinhardt & Fader, L.L.C.

Attorneys at Law

Partners in our Clients' Success

218 Rt. 17 North Suite 300 Rochelle Park, NJ 07662 Phone 201-843-5858 Fax 201-843-5877

*Paul T. Fader, Esq.
Ext. 1212
pfader@florioperrucci.com*

January 25, 2011

Mayor Peter A. Hughes
Glen Ridge Borough
P. O. Box 66
Glen Ridge, NJ 07028-0066

I am writing on behalf of 4 Connections LLC ("4 Connections"), and its parent corporation, Cablevision Lightpath-NJ, Inc. ("Lightpath"), telecommunications subsidiaries of Cablevision Systems Corporation as a follow-up to a letter sent to you last year by Kevin Drennan of Lightpath.

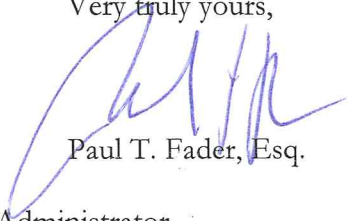
Both Lightpath and 4 Connections provide high-end telecommunications services to large-scale business customers in the tri-state area. Both Lightpath and 4 Connections want to enter your community for the purposes of providing competitive business telecommunication services. Lightpath's and 4 Connections' competitive offerings provide more choice and lower costs for your business community, thereby helping to retain businesses and create new economic development opportunities.

In connection with the marketing of these services, Lightpath and 4 Connections may need to install fiber-optic cable and associated equipment within the Township's public right-of-way, similar to installations of other public utilities that operate in your community. Where the installations of facilities in the public right-of-way are needed, Lightpath and 4 Connections will use existing poles and conduits to the greatest extent reasonably possible and obtain all necessary permits to complete their work. This letter is to request your assistance in securing the necessary resolution.

I have attached a draft resolution, which is substantially similar to resolutions already passed in several municipalities. Once you have had a chance to review these materials, I hope you will work with me to move ahead with obtaining a resolution from the governing body.

I have taken the liberty of copying the Borough Administrator and Attorney.

Very truly yours,



Paul T. Fader, Esq.

cc: Michael Rohal, Borough Administrator
John Malyska, Esq., Borough Attorney
Kevin Drennan, Cablevision, Optimum Lightpath/4 Connection
Gary Shaw, Cablevision, Optimum Lightpath/4 Connection

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated

(the "Effective Date"), and entered into by and between the Township of -----
("Municipality"), a New Jersey municipal corporation, having its address at-----,
and Cablevision Lightpath - NJ, Inc. and its subsidiary company 4Connections LLC (collectively
referred to herein as "Lightpath") with offices located at 200 Jericho Quadrangle, Jericho, New
York 11753.

RECITALS

WHEREAS, Cablevision Lightpath – NJ, Inc. was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE97120883 on December 5, 1997 and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, 4Connections LLC has been approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket no, TE02010035 on November 5, 2003, and intends to provide telecommunication services in accordance with that Order and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities;

WHEREAS, Pursuant to such authority granted by the New Jersey Board of Public Utilities, Lightpath may locate, place, attach, install, operate and maintain facilities within Public Rights-of-Way for purposes of providing telecommunications services; and

WHEREAS, Lightpath proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, repairing and maintaining a

telecommunications system.

WHEREAS, it is in the best interests of the Municipality and its citizenry to promote competition in the telecommunications market and for the Municipality to grant consent to Lightpath to occupy said Public Rights-of-Way within the Municipality for this purpose.

WHEREAS, the consent granted herein is for the non-exclusive use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Cablevision hereby agree to and with each other as follows:

Section 1: Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Lightpath" is the grantee of rights under this Use Agreement and is known as Cablevision Lightpath-NJ, Inc. and 4Connections LLC, respectively, their successors and assigns.
- c. "Municipality" is the grantor of rights under this Use Agreement and is known as the Township of-----, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across, over, and through any public land, road, street or highway of the Municipality, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Municipality. This term shall not include county, state, or federal rights-of-way or any property owned by any person or agency other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

Section 2: Grant of Consent.

The Municipality hereby grants Lightpath its municipal consent for the non-exclusive use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

Section 3: Public Purpose.

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Lightpath to occupy said Public Rights-of-Way within the Municipality for this purpose.

Section 4: Scope of Use Agreement.

Any and all rights expressly granted to Lightpath under this Use Agreement, which shall be exercised at Lightpath's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Lightpath a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The Municipality hereby authorizes and permits Lightpath to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Lightpath located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be.

Section 5: Compliance with Ordinance

Lightpath shall comply with all applicable existing ordinances of the Municipality as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.

Section 6: Duration of Consent

The non-exclusive municipal consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement.

Section 7: Indemnification

Lightpath, on its behalf and on behalf of its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Municipality, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Lightpath actions or negligence arising under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Municipality in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Lightpath activities pursuant to the rights granted in this Use Agreement.

Section 8. Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight

carrier service or by registered or certified mail to the parties at the following addresses:

To Lightpath at: Cablevision Lightpath – NJ, Inc.
200 Jericho Quadrangle
Jericho, NY 11753-
Attn: Attn: John E. Kiernan – BTS OSPE

With a Copy To: Cablevision Lightpath – NJ,. Inc.
1111 Stewart Ave.
Bethpage, NY 11714
Attn: Legal

To the [Municipality] at: The

Attn: Municipal Clerk

Section 9. Liability Insurance

Lightpath shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Lightpath shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Municipality shall notify Lightpath within fifteen (15) days after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Lightpath or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 10. Assignment.

Lightpath may not assign this Use Agreement without the written consent of the Municipality,

which consent shall not be unreasonably withheld or delayed, except that Lightpath shall have the right, upon notice to the Municipality, to assign this Use Agreement without the Municipality's consent if such assignment is approved by the BPU.

Section 11. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 12. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 13. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 14. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 15. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 16. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cablevision Lightpath – NJ, Inc.

Witness

Paul Corona – VP of Design & Construction

John E. Kiernan – Dir. Of OSP Engineering

Print Name: _____

Dated: _____

Dated: _____

4Connections LLC _____

Witness

Christopher Rabii, SVP Technical Operations

Print Name: _____

Dated: _____

Dated: _____

ATTEST:

Borough of xxxxx

xxxxxxx

xxx xxx, Mayor
