

RESOLUTION

KENILWORTH, N.J.

No. 25-192

WHEREAS, the Borough of Kenilworth had entered into a Right of Way Agreement with Cablevision Lightpath-NJ, Inc. to provide telecommunication services to the Borough; and

WHEREAS, these services had been approved by the New Jersey Board of Public Utilities; and

WHEREAS, the Borough of Kenilworth initially approved a previous Right of Way Agreement on September 22, 2010 and authorized the renewal on June 24, 2020 (attached); and

WHEREAS, with the expiration of the current agreement a new agreement is necessary to extend the Right of Way for a new 5 year period (see attached 8/13/2025 letter).

BE IT RESOLVED, that the Mayor and Borough Clerk are hereby authorized to sign a Right of Way Agreement between Cablevision Lightpath NJ LLC and 4Connections, LLC, both wholly owned subsidiaries of Cablevision Lightpath LLC.

Approved:


Linda Karlovitch, Mayor

	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT	
Councilman Patrick Boyle			X				
Councilman Joseph Finistrella	X		X				
Councilwoman Toni Giordano Picerno			X				
Councilman William Mauro		X	X				
Councilman Douglas Piper			X				
Councilman Savino Scorese			X				
Mayor Linda Karlovitch							
ON CONSENT AGENDA			Yes <u>x</u>	No <u> </u>			

I hereby certify that the above Resolution was adopted by the Borough Council of the Borough of Kenilworth at a Meeting held on September 3, 2025.


Laura Reinertsen, Borough Clerk



Lightpath

August 13, 2025

Borough of Kenilworth
Attn: Borough Clerk
567 Boulevard
Kenilworth, NJ 07033
Send via Email

Request for Right-of-Way Use Renewal Agreement

Dear Borough Clerk Laura Reinersten,

I am writing on behalf of Cablevision Lightpath NJ LLC and 4Connections, LLC, both wholly owned subsidiaries of Cablevision Lightpath LLC (collectively "Lightpath"). Lightpath is seeking a renewal agreement with the Borough of Kenilworth to be able to continue to operate our telecommunications network. As a certified local exchange carrier, Lightpath is authorized to provide telecommunications services in the State of New Jersey under authority granted to it by the New Jersey Board of Public Utilities.

We have an existing agreement and renewal in place with the Borough of Kenilworth, attached herewith. Lightpath still desires to maintain its right-of-way authorization in the Borough. We are respectfully requesting the borough of our intent to extend the Agreement and respectfully request the Borough's consent to extend the Agreement for an additional five (5) year term commencing on September 22, 2025.

Lightpath 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.

For additional information, please reach out to me at the contact information provided below. We look forward to the opportunity of working with the Borough of Kenilworth.

Sincerely,



Erin Linitz
Right of Way Analyst
Cablevision Lightpath LLC
(516) 265-6805
Erin.linitz@lightpathfiber.com

RIGHT-OF-WAY/USE AGREEMENT – FIRST AMENDMENT

This **FIRST AMENDMENT TO A RIGHT-OF-WAY/USE AGREEMENT** ("First Amendment") is dated June ___, 2020, and entered into by and between the Borough of Kenilworth ("Municipality"), a New Jersey municipal corporation, having its address at 567 Boulevard, New Jersey, and Cablevision Lightpath- NJ, Inc. and its subsidiary company 4Connections LLC (collectively referred to herein as "Lightpath") with offices located at 100 Baver Drive, Oakland, New Jersey 07436 and 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 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 exclusive of TV rebroadcasting and 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 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 authorized Public Right -of-Way for purposes of providing telecommunications services; and

WHEREAS the Municipality and Lightpath are parties to a Right-of-Way/Use Agreement ("Agreement") which was executed and made effective on September 22, 2010, permitting Lightpath the non-exclusive use of the Public Right-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system (but not a cable television distribution network) for a period of ten (10) years from the Execution Date (see Exhibit A); and

WHEREAS Lightpath has requested that the Municipality extend the grant under the terms of the Agreement for an additional five (5) year term commencing on September 22, 2020;

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

Section 1. Section 6 of the Agreement is hereby replaced with a new Section 6 to read as follows:

Section 6: Duration of Consent

The non-exclusive municipal consent granted herein shall be for a term of five (5) years commencing September 22, 2020. In the event that Lightpath violates any of the terms of this agreement or any amendment hereof, the Municipality, at their sole option, may terminate this agreement upon sixty (60) days notice.

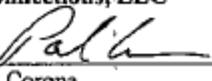
Section 2. All other provisions of the Agreement shall remain in full force and effect for the duration of the term of the Agreement (as modified herein).

Section 3. If any section or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section or provision hereof, all of which will remain in full force and effect for the term of the Agreement as (as modified herein).

Section 4. This Amendment shall take effect on September 22, 2020.

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

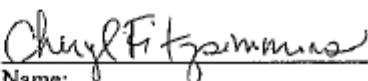
Cablevision Lightpath - NJ, Inc./
4 Connections, LLC



Paul Corona
VP Construction

Dated: 7/10/2020

Witness



Name: _____

Title: _____

Dated: 7/13/2020

Borough of Kenilworth


Linda Karlovitch
Mayor

Dated: 7/15/2020

Witness


Laura Reinaertsen
Borough Clerk

Dated: 7/15/2020