

ORDINANCE NO. 38-88

ORDINANCE OF THE BOROUGH OF MADISON  
REPEALING AND REENACTING CHAPTER A237 OF  
THE MADISON BOROUGH CODE TO RENEW THE  
CABLE TELEVISION FRANCHISE

WHEREAS, the Borough Council by adoption of Ordinance No. 16-74 on August 12, 1974 granted municipal consent for the construction and operation of a cable television system within the Borough of Madison, which Ordinance is currently set forth in Chapter A237 of the Madison Borough Code; and

WHEREAS, said municipal consent was granted for a term of 15 years, which term shall expire on August 11, 1989; and

WHEREAS, renewal proceedings have been conducted in accordance with regulations promulgated by the New Jersey Office of Cable Television; and

WHEREAS, the Borough Council adopted Ordinance No. 10-88 amending Chapter A237 to renew the franchise for an additional three year term; and

WHEREAS, the franchisee subsequently submitted objections with respect to the form of said ordinance and the three year term to the Office of Cable Television within the Board of Public Utilities; and

WHEREAS, in response to said objections and subsequent communications with the Office of Cable Television, the Borough Council has determined that a new ordinance should be adopted to repeal and reenact Chapter A237, including a five year term and other changes to conform to the current applicable provisions of state and federal law;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Madison, in the County of Morris and State of New Jersey, as follows:

Section 1. Chapter A237, entitled "Cable Television Franchise," of the Madison Borough Code, as last amended by Ordinance No. 10-88, is hereby repealed in its entirety, and a new Chapter A237 is hereby adopted to read as follows:

CHAPTER A237

CABLE TELEVISION FRANCHISE

§ A237-1. Grant of Authority.

The Borough hereby grants to the Company its non-exclusive consent to place in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways, and public places in the Borough poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Borough 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.

§ A237-2. Definitions.

A. For the purposes of this Chapter the following terms shall have the meanings indicated:

ACT or CABLE TELEVISION ACT - Chapter 186 of the Public Laws of New Jersey, 1972, and subsequent amendments thereto, as codified in N.J.S.A. 48:5A-1 et seq.

BOARD - The New Jersey Board of Public Utilities.

COMPANY - The grantee of rights under this Chapter, Sammons Communications of New Jersey, Inc.

B. All other terms used in this Chapter shall be interpreted to be consistent with and shall be governed by the definitions set forth in the Federal Communications Commission Rules and Regulations, 47 C.F.R. § 76.1 et seq., the Cable Communications Policy Act, 47 USC §521 et seq., and the Act and shall not be construed to broaden, alter or conflict with the federal or state definitions.

§ A237-3. 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 as above stated and having been fully open to the public, and the Borough Council having received at said hearing all comments regarding the qualifications of the Company to receive this consent, a finding has been made 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.

§ A237-4. Duration of the franchise.

The consent herein granted shall expire five (5) years from the date of expiration of the original Certificate of Approval issued by the Board of Public Utilities for this franchise.

§ A237-5. Expiration and subsequent renewal.

If the Company seeks a successive consent it shall, prior to the expiration of this consent, apply for a municipal consent and Certificate of Approval in accordance with the Cable Television Act, H.J.S.A. 18:58-11 and 16 and applicable state and federal rules and regulations. The Company shall also petition the Board for a Certificate of Approval authorizing continued operation during the period following expiration of the consent granted herein and until such a time that a decision is made by the Borough Council relative to the renewal of said consent.

§ A237-6. Franchise fee.

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 Borough 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 Borough or any amount permitted by the Act or otherwise allowed by law.

§ A237-7. Extension of service.

The Company shall be required to proffer service along any public right-of-way to any residence or business, located in the franchise territory described herein in accordance with the proposal for the provision of services as described in the application. Any additional extension of the system will be made in accordance with the proposal in the application.

§ A237-8. Construction requirements.

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

B. Relocation. If at any time during the period of this consent, the Borough shall alter or change the grade of any street, alley or other way or place, the company, upon reasonable notice by the Borough, shall remove, re-lay and relocate its equipment, at the expense of the Company.

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

D. 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 over hanging streets, alleys, sidewalks and public places of the Borough 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.

§ A237-9. Installation for individual subscribers.

The Company shall provide installation to any person, residence or business as described in the application.

§ A237-10. Territory.

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

§ A237-11. Local office.

During the term of this franchise, and any renewal thereof, the Company shall maintain a local business office or agent 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 open during normal business hours, and in no event less than 9:00 a.m. - 5:00 p.m., Monday through Friday. The required business office shall be deemed to be "local" if located within the range of a local non-toll telephone call.

§ A237-12. Municipal complaint officer.

The Office of Cable Television is hereby designated as the complaint officer for the Borough pursuant to N.J.S.A. 48:5A-26(b). All complaints will be received and processed in accordance with N.J.A.C. 14:17-7.1.

§ A237-13. Rate structure for CATV reception services.

The Borough, having determined that the rates proposed in the application for cable television reception service are reasonable, approves them as presented, subject to review and regulation by the Board, if permitted by law.

§ A237-14. Basic service.

The basic service includes those channels which the Company is required to carry by FCC rules and any channel which the Company carries without a separate or additional charge.

§ A237-15. Local access and origination cablecasting.

The Company shall provide access time to non-commercial public, governmental and educational entities to the extent such access was promised to the Borough in the application.

§ A237-16. Free service.

The Company shall provide the installation of one outlet and basic monthly service to each school and library in the Borough free of charge. Each additional outlet installation shall be paid for by the institution on a materials plus labor basis. Monthly service on such additional outlets shall be charged at the regular tariffed rates for additional outlets.

§ A237-17. Equipment and personnel.

The Borough finds that the equipment and/or personnel to be provided by the Company for public, educational or governmental use as provided in the application for municipal consent is reasonable.

§ A237-18. Emergency uses.

The Company shall be required to have the capability at the headend to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Borough. The Company shall in no way be held liable for any injury suffered by the Borough or any other person during an emergency, if for any reason the Borough is unable to make full use of the cable television system as contemplated herein. Reasonable procedures for such uses shall be established and approved by Resolution of the Borough Council.

§ A237-19. 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 insuring against loss by any claim, suit, judgment, execution or demand in the minimum amounts for bodily injury or death and for property damage as set forth in the application for municipal consent.

§ A237-20. Incorporation of the application.

In accordance with N.J.S.A. 48:5A-24, the terms of the Company's application for municipal consent are incorporated into this Chapter by reference; provided, however, that any portion of the application which is in conflict with the provisions of the Cable Television Act, N.J.S.A. 48:5A-1 et seq., the Cable Communications Policy Act, 47 U.S.C. 521, et seq., and/or FCC Rules and Regulations, 76.1 et seq., as amended, shall not be construed to be effective under the terms of this Chapter.

§ A237-21. Severability.

If any section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held to be 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 2. This ordinance shall be in effect as provided by law, provided, however, that it shall remain inoperative until August 12, 1989.

ADOPTED AND APPROVED ON: July 11, 1988

ATTEST:

Fannie Stinson  
FANNIE STINSON,  
Deputy Borough Clerk

Palvin G. Engelman  
PALVIN G. ENGELSMAN,  
Mayor



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STATE OF NEW JERSEY  
 BOARD OF PUBLIC UTILITIES CABLE TELEVISION  
 TWO GATEWAY CENTER  
 NEWARK, N.J. 07102

PETITION OF SAMMONS COMMUNICATIONS )  
 OF NEW JERSEY, INC., FOR A ) RENEWAL  
 RENEWAL CERTIFICATE OF APPROVAL ) CERTIFICATE OF APPROVAL  
 FOR THE CONSTRUCTION AND )  
 OPERATION OF A CABLE TELEVISION )  
 SYSTEM IN THE BOROUGH OF MADISON, )  
 COUNTY OF MORRIS, STATE OF NEW )  
 JERSEY ) DOCKET NO. CE88111202

Robert A. Giegerich Jr., Esq., Scotch Plains, New  
 Jersey, for the Petitioner.

Municipal Clerk, Borough of Madison, New Jersey, by  
 Fannie Stinson, for the Borough.

BY THE BOARD:

On February 13, 1975, the Board granted Morris  
 Cablevision a Certificate of Approval (D.N. 748C-6042) for the  
 construction, operation and maintenance of a cable television  
 system in the Borough of Madison, said Certificate expiring on  
 February 13, 1990.

On June 11, 1982, the Petitioner, Sammons Communications  
 of New Jersey, Inc., pursuant to the Board's Order of Approval  
 (D.N. 823C-6894) acquired Morris Cablevision, all of its assets  
 and the Certificate of Approval for the Borough of Madison.

On November 2, 1988, Petitioner filed for a Renewal  
 Certificate of Approval for its system in the Borough of Madison,  
 pursuant to N.J.S.A. 48:5A-15 and 16.

The filing indicates that the municipality, after public  
 hearing, issued a written report, pursuant to N.J.S.A.  
48:5A-23(d), on January 11, 1988 which indicated its intention to  
 grant a municipal consent to the Petitioner and the reasons  
 therefore. A consent, in the form of an ordinance, was adopted  
 on July 11, 1988. Based upon a full review of the applications  
 for municipal consent and this Certificate of Approval, filed by  
 the Petitioner, incorporated by reference and made a part hereof,  
 as well as the report and the ordinance, and in accordance with  
N.J.S.A. 48:5A-17(a) and (b), the Board upon the recommendation  
 of the Office of Cable Television makes the following findings:

1. The Petitioner's legal, character, financial,  
 technical general fitness, and other  
 qualifications were examined as part of a full  
 municipal public proceeding pursuant to  
N.J.A.C. 14:18-1.1 et seq. These  
 qualifications have been approved by the  
 municipality and by the Office of Cable  
 Television.
2. The design and technical specifications of the  
 system are of such quality as will ensure safe,  
 adequate and proper service to the company's  
 subscribers.

3. The Petitioner has represented that all required construction within the franchise territory is complete.
4. The franchise period as stated in the ordinance is five (5) years. The Office has found this period to be of reasonable duration.
5. The Petitioner has filed an informational tariff with the Office and will promptly file any revisions thereto.
6. The ordinance specifies that the "Complaint Officer" shall be the Office of Cable Television. All complaints shall be received and processed in accordance with N.J.A.C. 14:17-7.1.
7. The Petitioner will also maintain a local business office for the purpose of receiving, investigating and resolving complaints.
8. The franchise fee to be paid to the municipality is reasonable; i.e. 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 municipality. 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.
9. The Petitioner has agreed to adopt the line extension policy approved by the Office of Cable Television and annexed hereto as "Appendix I." The minimum Homes Per Mile number to be employed in the use of this policy is thirty-five (35).
10. The Petitioner shall provide local access time and facilities to non-commercial public, governmental and educational entities in accord with representations made by Petitioner in the municipal application.
11. The Petitioner has agreed to apply the rates for standard aerial and underground installation contained in the fifth revised sheet no. 7 of Petitioner's tariff annexed hereto as "Appendix II."

Therefore, the Board, upon the Office's recommendation HEREBY CONCLUDES that the Petitioner has sufficient financial and technical capacity and legal, character and other qualifications to construct, maintain and operate the necessary installations, lines and equipment and to provide the service proposed in a safe, adequate and proper manner. N.J.S.A. 48:5A-28(c).

Based upon the above findings and pursuant to the requirements of N.J.S.A. 48:5A-17, Petitioner is HEREBY ISSUED this Certificate of Approval as evidence of Petitioner's authority to construct and operate a cable television system within the entirety of the Borough of Madison.

This Certificate is subject, however, to all applicable laws, rules and regulations of the Office of Cable Television, and such lawful terms, conditions, and limitations as are now or may hereafter be attached to the exercise of the privileges herein granted.



The Petitioner shall adhere to the operating standards set forth at F.C.C. Rules and Regulations 47 C.F.R. Section 76.1 et seq (1985). 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 the terms, conditions, and limitations hereof may constitute sufficient grounds for the suspension or revocation of this Certificate.

This Certificate is issued on the representation that the statements contained in the cable television system's application are true, and the undertakings therein contained will be carried out 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.

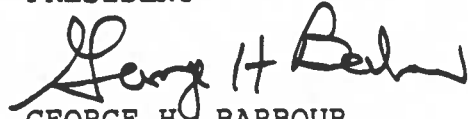
This Certificate shall expire on February 13, 1995.

DATED: April 19, 1989

BOARD OF PUBLIC UTILITIES  
BY:



CHRISTINE TODD WHITMAN  
PRESIDENT



GEORGE H. BARBOUR  
COMMISSIONER

ATTEST:



MARGARET M. FOTI  
SECRETARY

**OFFICE OF CABLE TELEVISION**

**LINE EXTENSION POLICY**

Docket No. CF88111202  
Company Sammons Comm of N. J.  
Municipality Por of Madison

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.  $\frac{\text{\# of homes in extension}}{\text{mileage of extension}}$  = homes per mile (HPM) of extension
2.  $\frac{\text{HPM of extension}}{\text{Minimum HPM that company actually constructs in the system*}}$  = ratio of the density of the extension to the minimum density which the company constructs in the system or "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.  $\frac{\text{Total amount to be recovered from subs}}{\text{Total subscribers in extension}}$  = 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 operators plant at no cost beyond the normal installation rate.

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\* The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes which 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 Areas (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.

LE-2 11/25/86  
Revised 1/20/88

SCHEDULE OF RATES

Installation/Relocation  
A. Residential

- \$40.00 Installation or relocation of primary set (up to 175' aerial or 150' underground);
- \$ 1.00 per foot charge for aerial installations in excess of 175';
- \$ 2.00 per foot charge for underground installation in excess of 150';
- \$ 5.00 FM/Additional outlets, etc. on same order;
- \$15.00 VCR or ancillary equipment on same order;
- \$20.00 Installation of primary set only if there is pre-existing drop wiring to drop;
- \$ 7.95 Equipment charge for Input Selector (A/B) Switch on same order, or subscriber installed.

B. Commercial

Labor (at \$20.00 per man-hour) and materials plus 10% overhead.

C. Reconnection and/or Subsequent Installations

- \$30.00 Primary set; Input Selector (A/B) Switch (plus equipment charge);
- \$ 5.00 F/M Additional outlets, etc. on same order;

D. Premium Service/Switch Charge

- \$ 3.00 Computerized upgrade of premium service - per household;
- \$ 6.00 Computerized change of premium service - per household;
- \$15.00 Field upgrade and/or change of premium service;

Date of Issue: March 28, 1988

Effective May 1, 1988

Issued by: James N. Whitson, President  
160 East Blackwell Street  
Dover, New Jersey 07801

Filed Pursuant to: BPU Common Tariff Order (Docket No. 832C-6969, September 24, 1984; Docket No. CR 85121144, January 30, 1986) and the Cable Communications Policy Act of 1984 (47 U.S.C.A. 609 et. seq., 1984).

AN ORDINANCE OF THE BOROUGH COUNCIL GRANTING A FRANCHISE TO SAMMONS COMMUNICATIONS OF NEW JERSEY, INC., A NEW JERSEY CORPORATION, TO OWN, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE BOROUGH OF MADISON, NEW JERSEY; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANTING OF FRANCHISE AND PROVIDING FOR THE REGULATION AND USE OF SAID SYSTEM.

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "Sammons Communications of New Jersey, Inc., Franchise Ordinance."

SECTION 2. Definitions. For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms shall be interpreted consistent with the definitions of 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 C.F.R. 521 et. seq., as amended and shall in no way be construed to broaden, alter or conflict with the Federal or State definitions.

A. "Borough" or "Municipality" is the Municipality of the Borough of Madison in the County of Morris, in the State of New Jersey.

B. "Company" is the grantee of rights under this Ordinance and is known as Sammons Communications of New Jersey, Inc.

C. "State Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, 1972, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.

D. "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 14:18-1.1 et seq., or as such regulations may be amended.

E. "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., or as that statute may be amended.

F. "Federal Regulations" shall mean those federal regulations relating to cable television service, 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.

G. "Board" means the Board of Public Utilities of the State of New Jersey.

H. "Commitments" shall mean the commitments, terms and undertakings on the part of Sammons set forth in this Ordinance.

I. "Application" means the application of Sammons Communications of New Jersey, Inc. and addenda thereto, which application and addenda are on file in the office of the Borough Clerk and are incorporated herein by reference and made a part hereof, except as modified, changed, limited or altered by this Ordinance.

SECTION 3. Purpose.

A. The Municipality hereby grants to the Company its non-exclusive consent to place in, upon, along, across, above, over and under the highways, streets, alleys, sidewalks, public ways, and public places in the Municipality poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Municipality of a cable television system and cable communications system. Any of the work noted above shall be done in accordance with those standards promulgated by the New Jersey Office of Cable Television and pursuant to those Borough ordinances and regulations governing road openings. The Company will be required to make application to the Borough for road opening permits, however the Company will be relieved of any requirement to pay the requisite fees for such permits.

B. The Municipality's consent to the renewal of the Franchise is subject to the terms and conditions of this Ordinance and the Company's acceptance of the provisions of this Ordinance and its written confirmation that it will comply with all of the Commitments.

SECTION 4. Statement of Findings. A public hearing regarding the Company's consent application was held on July 25, 1994, after proper public notice, according to the terms and conditions of the State Act. The hearing was fully open to the public, and the Borough received at the hearing, and for a period of thirty (30) days thereafter, all comments regarding the



qualifications of the Company to receive Municipal consent.

Pursuant to the terms and conditions set forth herein, the Company possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and the Company's operating and construction arrangements are adequate and feasible.

SECTION 5. Franchise Term. The consent herein granted shall be non-exclusive and shall expire twelve (12) years and 6 months from the date of the expiration of the current Certificate of Approval as issued by the Board.

SECTION 6. Expiration and Subsequent Renewal. If the Company seeks a successive consent, it shall, prior to the expiration of this consent, apply for a municipal consent and Certificate of Approval in accordance with the Cable Television Act, N.J.S.A. 48:5A-11 and 16 and applicable State and Federal rules and regulations. The Company shall also petition the Board for a Certificate of Approval authorizing continued operation during the period following expiration of the consent granted herein, and until such a time that a decision is made by the municipal governing body relative to the renewal of said consent.

SECTION 7. Franchise Fee. Pursuant to the terms and conditions of the State Act, the Company shall, during each year of operation under the consent granted herein, pay to the Borough 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 Borough or any greater amount

permitted by the New Jersey Cable Television Act, or otherwise allowed by law, immediately upon the effective date thereof. The fee shall be paid on or before January 25 of each year and at the same time the Company shall file with the Chief Financial Officer of the Municipality a verified statement showing the gross receipts upon which payment is based.

SECTION 8. Construction Schedule. The Company shall be required to proffer service along any public rights-of-way to any person's residence or business located in those areas of the Franchise territory described herein, in accordance with the proposal for the provision of service as described in the Application. Any future extensions of the system or any extension of the system along private roads will be made in accordance with the Company's line extension policy, where applicable.

SECTION 9. Construction Requirements.

A. In the event that the Company or its agents shall disturb any pavement, street 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 in as good condition as existed prior to the commencement of said work.

B. If at any time during the period of this consent the Borough shall alter or change the grade of any street, alley or other way or place, the Company, upon reasonable notice by the Borough, shall remove, re-lay and relocate its equipment, at the expense of the Company. However, to the extent any utility company

is reimbursed for the relocation of its facilities, the Company shall also be reimbursed for its expenses.

C. If the Company shall temporarily move or remove appropriate parts of its facilities to allow moving of buildings, machinery or in other similar circumstances, then the expense for the movement or removal of such facilities shall be borne by the party requesting such action except when requested by the Borough, in which case the Company shall bear the cost.

D. During the exercise of its rights and privileges under this Franchise, the Company may, upon the prior written approval of the Madison Shade Tree Authority, trim trees upon and overhanging streets, alleys, sidewalks and public places of the Borough so as to prevent, but only 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 and only to the extent set forth in the written approval of the Madison Shade Tree Authority. This section shall not prohibit the Company from trimming or removing trees in circumstances where failure to do so could result in injury to persons or significant property damage, or where the Company is required to remove or trim trees pursuant to statutory or regulatory mandates.

E. The Company shall by April, 1995 upgrade and rebuild, as necessary its cable television system serving the Borough. Such rebuild/upgrade shall incorporate fiber optic technology into such

project. The bandwidth capacity of the rebuilt/upgraded system shall be no less than 550 Mhz.

F. The Company, as part of its rebuild/upgrade project, shall cause the aerial cables crossing Main street between Green Village Road and Waverly Place to be placed underground or removed, at the option of the Company.

G. The Company shall be required to proffer service to all currently existing homes and/or business located along any and all currently existing public rights-of-way within the Borough. The Company has agreed to extend cable service to all currently existing homes and/or businesses located along all currently existing public rights-of-way within twelve (12) months from the time utility make ready is completed. Any future extensions of the system or any extension of the system along private roads will be made in accordance with the Company's line extension policy, where applicable.

SECTION 10. Installation of Individual Subscribers.

The company shall provide installation to each person's residence or business within the Borough based on the price schedule set forth in the Application, which price schedule may be amended from time to time.

SECTION 11. Territory. The consent granted herein to the Company shall apply to the entirety of the Borough and any property hereafter annexed thereto.

SECTION 12. Local Office. During the term of this Franchise, and any renewal thereof, the Company shall maintain a

local business office or agent for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. The local business office need not be located within the Borough, but rather within a reasonable distance thereof affording convenient accessibility to Borough subscribers. Such local business office shall be open during normal business hours, and in no event less than 9:00 a.m. - 5:00 p.m., Monday through Friday. In addition, in accord with the Company's application for municipal consent, the Company shall ensure that its telephone hours for its service department are maintained at 9:00 a.m. to 11:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturday. Further in accord with N.J.A.C. 14:18-3.6 Company representatives shall be available 24 hours a day to respond to outages and other emergent situations. In addition, telephone response for such purpose will be provided by the company's personnel, representative or agent 24 hours a day.

SECTION 13. Municipal Complaint Officer.

A. The Office of Cable Television (OCTV) is hereby designated as the Complaint Officer for the Borough pursuant to N.J.S.A. 48:5A-26(b).

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

SECTION 14. Commitments by Company.

A. Facilities and Equipment.

(1) In transmitting its television signals to subscribers in the Borough, the Company shall provide a quality of signal that is at least as good as that customarily provided under prevailing industry standards. The Company shall comply with any requirements imposed by the Federal Regulations, and (to the extent not preempted by Federal law) any State regulations, relating to technical standards for the transmission of television signals, transmission quality, or facilities and equipment.

(2) As soon as practicable after any source of television programming or signals ("Programming Source") carried by the Company commences the transmission of at least fifty-percent (50%) of its programming day utilizing an MTS (stereo) signal, the Company shall, unless compelling reasons dictate otherwise, complete any necessary steps to effect its retransmission of such programming service with an MTS signal. However, the Company shall not be required to effectuate such retransmission as to more than three (3) channels during each year of the renewal term.

(3) The Company shall cause construction plans relating to work on major extensions of the Company plant or work which could have a significant impact on public works within the Borough to be filed with the Borough Clerk. Nothing herein shall create any rights or obligations with respect to any construction work of the Borough or otherwise undermine the regulatory authority of the OCTV or the Board.

B. Customer Service.

(1) In order to maintain its level of telephone accessibility for calls relating to maintenance and repairs ("Service"), installation, addition or deletion of programming services, and other customer inquiries ("Business"), the Company shall do the following:

(a) The Company shall comply with any and all properly adopted rules or regulations of the OCTV or Federal regulatory bodies insofar as they apply to telephone accessibility.

(b) The Company shall meet with the Borough or its authorized representatives on an annual basis to discuss the adequacy or inadequacy of the Company's customer service, including telephone accessibility to Borough subscribers. Such meetings shall be held at the request of the Borough upon reasonable written notice to the Company.

(c) The Company shall submit to the Borough, as may be reasonably requested by the Borough but no more than once annually, a written report on telephone accessibility. Additionally, the Company shall meet with Borough officials as may be reasonably requested in accord with the above schedule to discuss its telephone accessibility and any efforts the Company may take or may have taken to enhance such accessibility.

(d) Nothing herein shall impair the right of any subscriber of the Borough to express any comment or complaint with respect to telephone accessibility to the Complaint Officer (as designated in Section 13 hereof), or impair the right of the

Complaint Officer to take any action which is appropriate under law.

(2) The Company shall maintain a telephone number by which subscribers wishing to communicate with the Company by day or evening for any reason can reach it, by a toll-free telephone call, and as to which the provisions of the preceding Section 14 B.(1) shall apply;

(a) The toll-free number shall be published in every monthly bill;

(b) In the event of major technical changeovers of converter equipment affecting the majority of subscribers, where such changeover of equipment is necessary for such subscribers to maintain their current level of service, the Company shall exchange such equipment for the subscriber at the local office (and to the extent necessary, at night and on Saturday), at no cost to the subscriber other than the usual charges relating to the rental of such converter equipment.

(3) Before sending out any questionnaire which will go exclusively to subscribers in the Borough, which questionnaire concerns subscribers in the Borough, with respect to subscriber experiences, preferences or views, the Company shall provide the Borough or its designee a reasonable opportunity to suggest revisions or matters for inclusion. The Company shall provide the Borough or its designee, with access to the questionnaire and any summaries or compilations of such responses permitted within the subscriber privacy provisions of Federal law.



(4) The Company shall provide, by means which are reasonable in quantity and quality, information informing subscribers and potential subscribers of the most efficient procedures and telephone numbers for requesting installation, repairs, and the addition or deletion of services, for addressing billing problems, and for reporting comments or complaints.

(5) The Company shall credit the accounts of Company subscribers affected by service outages pursuant to any and all properly adopted rules or regulations of the OCTV, or applicable State or Federal statutes.

C. Locally Originated Programming.

(1) The Company shall continue to make available two channels for purposes such as public, educational and government ("PEG") use, as set forth in the application, to the Borough. The Company shall be deemed to have satisfied such obligation if those two PEG channels are shared by the Borough with other municipalities. Subject only to: (i) the requirements of law, (ii) any Company requirements that PEG programming be of a noncommercial nature; and (iii) any need for the sharing Municipalities to cooperate in programming origination, the Municipality shall have full discretion and flexibility with respect to program content in its use of the PEG channels, provided all such programming shall comply with applicable statutes, rules and regulations. It shall be understood that views expressed on PEG channels shall not be deemed to be the views of the Company and

it shall not be responsible for the content of PEG programming or for views expressed on programming produced.

(2) The Company shall take any steps which are reasonably necessary to ensure that the signals transmitted on the PEG channels are carried without material degradation, and that, to the extent the PEG channels' programming is originated with a signal whose quality meets accepted industry standards, that it is equal to that of other channels the Company transmits.

(3) The Company will produce, at its expense and upon request of the Borough, at least three (3) programs on an annual basis for the Borough, provided the Company is given at least thirty (30) days' written notice. Such programs shall be aired on the local access channel. The Borough Administrator shall act as the contact person between the Borough and Company with respect to such matters. Borough residents who want the Company to produce a program must present their ideas to the Borough Administrator who will notify and seek approval of the Company. If, however, the Company has already produced programs similar to those requested by the Borough, those programs already produced shall count towards the three (3) program requirement. Similarly, if the Company has already promoted the Borough by way of two programs previously produced by the Company during the year, they shall also be counted towards the Company's requirement under this paragraph. The Borough Administrator must approve, in writing, any program the Company wants to count towards its obligation under this paragraph.

(4) Subject to the provisions herein, and under

supervision, if required, the Company shall lend, to the Borough, for PEG broadcasts, videotapes of programming relating to the Borough or matters of particular interest to the Borough (including, but not limited to, interviews with the Borough officials and sporting events involving Borough teams) which are in the Company's possession or control, and which have been previously shown on the Company Channel or such other channel the Company uses for its own originated programming; provided that the Company may withhold such videotapes on reasonable grounds, including, but not limited to, the rights of copyright holders or its other commitments with respect to such programming.

(5) The Company shall continue its procedure for designating a Company employee as responsible for taking and addressing comments or complaints with respect to the quality of the PEG Designees' transmissions.

(6) At such time as the Borough is ready to produce programming for transmission on the Company's PEG channel(s) and upon thirty (30) days written request, the Company shall offer, at its studio, seminars on the production of television programming for the training of personnel who will assist in productions originated by the Borough, as well as students from the Borough schools.

(7) In addition to the training programs cited in section six (6), supra, the Company shall provide, at the Borough's request, at least twelve (12) hours of on-site training in the use of production equipment in the first year that the Borough is ready

to produce its own programing. Such training will enable the Borough to become familiar with the equipment and its operation. Thereafter, on an annual basis the Company will, at the Borough's request, provide at least six (6) hours of on site training.

D. Compliance with Law. Notwithstanding any specific mention of applicable Federal or State statutes or regulations above, the Company shall comply with all of the requirements of the Federal Act, the Federal Regulations, the State Act and State Regulations (to the extent not preempted) and any other valid statute, regulation or rule, specifically including, but without limitation, those relating to equal employment opportunity.

SECTION 15. Rates.

A. The Borough will not regulate the rates the Company may charge subscribers for its service; provided, that in the event the Federal Act and other applicable law hereafter is amended to permit the exercise of regulatory power over rates by municipalities the Borough reserves the right to exercise the maximum power permitted by law.

B. The Company shall implement a senior citizens' rate discount as described in its pre-published price schedule to any person 62 years of age or older who subscribes to cable services and does not share the subscription with more than one other person in the same household who is less than 62 years of age. Such subscribers must meet the income and residence requirements of the "Pharmaceutical Assistance to Aged and Disabled" program pursuant to N.J.S.A. 30:4D-21 and N.J.A.C. 10:69 A-1.1 (Eligibility).

C. The Company shall apply the same discount rate as stated in B above to the disabled.

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 Borough with at least the same broad categories of programming, in approximately the same quantity, as are now provided, and which appear in the Application.

SECTION 17. Free Services. The Company shall provide the standard installation of, at least, one outlet and Lifeline and First Tier level of monthly service to the currently existing Borough Police and Fire Departments and each school and library located in the Borough free of charge. ... Each additional outlet installation fee shall be paid for by the institution on a materials plus labor basis. Monthly service on other such additional outlets shall be charged at the regular tariffed rates.

SECTION 18. Emergency Use. Unless otherwise provided by law, in the event that a predominant number of the municipalities within the Company's service area agree to participate in an emergency use system, the Company shall be required to have the capability at the headend to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Borough. The Borough shall provide such facilities, or if such facilities are provided by the Company, it shall be the responsibility of the Borough to pay for their use. The Company shall in no way be held liable for any injury suffered by the

Borough or any other person, during an emergency, if for any reason, the Borough is unable to make full use of the cable television system as contemplated herein. The Company and the participating municipalities shall also establish reasonable procedures for such uses.

SECTION 19. Indemnification and Liability.

A. Subject to the provision of Section 18 herein, the Company shall indemnify, protect and save the Borough harmless from and against losses and physical damages to property, including those properties owned or under the control of the Borough, and bodily injury or death of persons, including payments made under any Workmen's Compensation Law, which may arise out of or be caused by the Company's negligence in the construction, location, installation, operation, erection, maintenance, presence, repair, replacement, removal or use of the cable television system within the Borough contemplated by this franchise, or by any act or omission of the Company, its agents or employees.

B. The Company shall maintain, at all times, during the term of the Franchise liability insurance naming the Borough as an insured and providing insurance coverage against all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of any loss, injury, or damage related to the company's operation of its cable television system. The amounts of such insurance against liability due to physical damages to property or bodily injury or death to any one person shall be not less than One Million Dollars

(\$1,000,000.00), and not less than One Million Dollars (\$1,000,000.00) to any one accident and excess liability (or "umbrella") policy in the amount of Five (5) Million Dollars (\$5,000,000.00).

C. The Company shall also carry such insurance as it deems necessary to protect it from all claims under the Workmen's Compensation Laws in effect, that may be applicable to the Franchise.

D. All insurance required by this Ordinance, shall be and remain in full force and effect for the entire life of this Franchise. A Certificate of Insurance must be submitted to the Borough Administrator to review for compliance with above-mentioned limits of liability. Said policy or policies of insurance or Certificate of Insurance shall be deposited with and kept on file by the Borough Clerk, and the Borough shall be a named insured on said policies. The insurer shall notify the Borough at least thirty (30) days prior of its intention to cancel any policy. The insurer further shall certify to the Borough the fact of renewal of every such insurance policy at least fifteen (15) days prior to the expiration date.

SECTION 20. Performance Bond. To insure its faithful performance of its obligations under a renewal of the Franchise during the Renewal Term, the Company shall provide a performance bond, in the sum of \$25,000.00. Such bond shall specifically secure the faithful performance of all undertakings of the Company as represented in the Application and in the Commitments. The

Borough reserves the right by resolution to require a reasonable increase in the amount of said bond, subject to review by the OCTV and approval by the Board.

SECTION 21. Incorporation of the Application. All of the statements and commitments contained in the Application and any amendment thereto submitted, in writing, by the Company to the Borough, 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.

SECTION 22. Number of Subscribers Irrelevant. The Company shall be bound by the terms and provisions of this Ordinance irrespective of the number of subscribers to its system.

SECTION 23. Severability. 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 24., Ordinance Repealed. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.



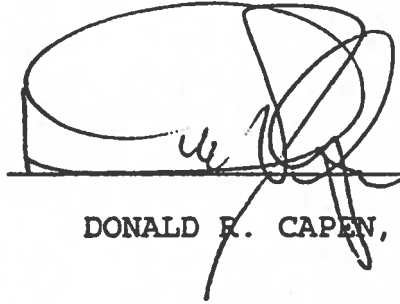
SECTION 25. Effective Date. This Ordinance shall take effect immediately upon final passage, approval and publication as required by law.

ADOPTED AND APPROVED  
August 28, 1995

ATTEST:

Esther Sebesto

ESTHER SEBESTO, Borough Clerk

  
\_\_\_\_\_

DONALD R. CAPEN, Mayor

I hereby certify the foregoing to be a true copy of a Ordinance adopted by the Council of the Borough of Madison at a regular meeting thereof, held Monday, August 28, 1995 at which a quorum was present.

August 31, 1995

Patricia M. Graham  
Patricia M. Graham, Deputy Borough Clerk

278



AGENDA DATE: 7/30/97

STATE OF NEW JERSEY  
Board of Public Utilities  
Two Gateway Center  
Newark, NJ 07102

CABLE TELEVISION

IN THE MATTER OF THE PETITION OF )  
SAMMONS COMMUNICATIONS OF NEW )  
JERSEY, INC. FOR A CERTIFICATE OF )  
APPROVAL TO BUILD, OPERATE, AND )  
MAINTAIN A CABLE TELEVISION SYSTEM )  
IN AND FOR THE BOROUGH OF MADISON, )  
COUNTY OF MORRIS AND STATE OF NEW )  
JERSEY )

RENEWAL  
CERTIFICATE OF APPROVAL

DOCKET NO. CE94110522

Giegerich and Maione, Scotch Plains, New Jersey, by Robert A. Giegerich, Jr., Esq., for the Petitioner.

Borough Clerk, Borough of Madison, New Jersey, by Esther Sebesto, for the Borough.

BY THE BOARD:

On February 13, 1975, the Board granted Morris Cablevision a Certificate of Approval for the construction, operation and maintenance of a cable television system in the Borough of Madison ("Borough"), in Docket No. 748C-6042. On June 11, 1982, the Board approved the transfer of the Certificate of Approval from Morris Cablevision to Sammons Communications of New Jersey, Inc. ("Petitioner") in Docket No. 823C-6894. On April 19, 1989, the Board granted the Petitioner a Renewal Certificate of Approval for the Borough in Docket No. CE88111202, for a term which expired February 13, 1995. On February 21, 1996, in Docket No. CM95080400, the Board approved the transfer of the Certificate of Approval from the Petitioner to TKR Cable Company of Morris. TKR Cable Company of Morris shall be the recipient of the Renewal Certificate of Approval and shall be responsible for all commitments made by the Petitioner. Although the Certificate for the Borough expired on February 13, 1995, the Petitioner is authorized to continue to provide cable television service to the Borough, pursuant to N.J.S.A. 48:5A-25.

The Petitioner filed an application for the renewal of its municipal consent with the Borough on or about May 10, 1994, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13. Although the Borough held a public hearing on July 25, 1994, it did not adopt a renewal municipal consent ordinance.

On November 10, 1994, pursuant to N.J.S.A. 48:5A-17(d), the Petitioner filed with the Board for a renewal of its Certificate of Approval for the Borough. The Petitioner alleged that the Borough by not granting the renewal of its municipal consent, was arbitrary, capricious and its decision was unsupported by the record.

Subsequent discussions took place between the parties which culminated in a settlement that resolved the matter. Pursuant, to those discussions the Borough adopted a renewal municipal consent ordinance on August 28, 1995. On September 8, 1995, the Petitioner accepted the terms and conditions of the ordinance, in accordance with N.J.S.A. 48:5A-24. Thereafter, on October 2, 1995, the Petitioner filed an amended petition with the Board.

The Board has reviewed the application for municipal consent, the petition and amended 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, these qualifications were reviewed by the Borough in conjunction with the municipal consent process. See N.J.S.A. 48:5A-22 to 29 and N.J.A.C. 14:18-13.
2. The design and technical specifications of the system will ensure 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 twelve years and six months from the date of the expiration of the current Certificate of Approval. The Office of Cable Television finds this term to be of reasonable duration.
5. 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 informational tariffs for unregulated service rates, and promptly file any revisions thereto.

6. Pursuant to N.J.S.A. 48:5A-26(b), the ordinance specifies a complaint officer. In this case it is the Office of Cable Television. All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5.
7. The Petitioner will maintain a local business office within a reasonable distance of the Borough, for the purpose of receiving, investigating and resolving complaints. Currently, the local office serving this provision is located at 683 Route 10 in Randolph.
8. The franchise fee to be paid to the Borough 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 Borough. 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.
9. The Petitioner shall extend service to all currently existing homes and/or businesses in the Borough located along any existing public rights-of-way within twelve months of receiving make ready approval, at standard and non-standard installation rates. For future extensions and for extensions on private roads, the Petitioner will utilize the line extension policy ("LEP") attached to the Certificate (Appendix "I"). The minimum homes per mile ("HPM") figure is 35.
10. The Petitioner committed to rebuild the system in the Borough to a minimum of 550 MHz. The Office of Cable Television was informed that the rebuild/upgrade was completed in April of 1995.
11. In accordance with the application and the ordinance the Petitioner shall provide public, educational and governmental ("PEG") access facilities. The Petitioner shall provide two PEG access channels which shall be shared with other municipalities in the system.
12. The Petitioner shall provide use of a character generator, a fully equipped studio, technical assistance and instructional workshops in the production of programming and the use of the studio, pursuant to the application and the ordinance. Upon the request of the Borough and with at least thirty days' notice, the Petitioner shall produce, at its own cost three programs annually for the Borough. The

Petitioner shall provide at least 12 hours of on-site training in the use of production equipment in the first year that the Borough is ready to produce its own programming. Thereafter, the Petitioner shall provide six hours of training annually.

13. The Petitioner shall continue to designate one of its employees as a liaison for taking and addressing comments or complaints with respect to the quality of the PEG designees' transmission.
14. The Petitioner shall provide the standard installation of one outlet, as well as Lifeline and first tier level of monthly cable service, free-of-charge, to the currently existing Police and Fire Departments and to each school and library in the Borough. Each additional outlet installation fee shall be paid for by the institution on a materials plus labor basis.
15. The Petitioner has agreed to offer a senior citizens/disabled discount for persons meeting the eligibility requirements pursuant to N.J.S.A. 30:4D-21 and N.J.A.C. 14:18-3.20.
16. At the request of the Borough, the Petitioner and the Borough's designee shall meet at least once annually to review all matters related to cable television within the Borough. Upon the request of the Borough, but no more than once annually, the Petitioner shall also provide a written report on telephone accessibility to the Borough.

Based upon these findings, the Board HEREBY CONCLUDES that pursuant to N.J.S.A. 48:5A-17(a) and 28(c), the Petitioner has sufficient financial and technical capacity and 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 Borough.

This 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 operating standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. Section 76.1 et seq. Any modifications to the provisions thereof shall be incorporated into this Certificate. Additionally and more specifically, the Petitioner shall adhere to the technical standards of 47 C.F.R. Part 76, Subpart K.

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.

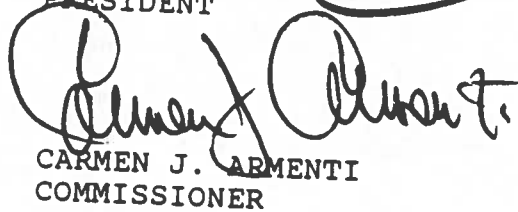
This Certificate shall expire on August 13, 2007.

DATED: 7-30-97

BOARD OF PUBLIC UTILITIES  
BY:

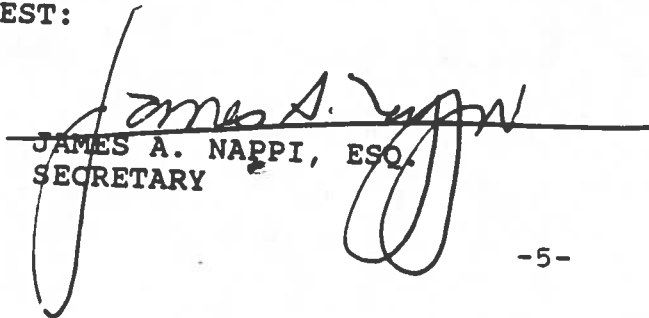


HERBERT H. TATE  
PRESIDENT



CARMEN J. ARMENTI  
COMMISSIONER

ATTEST:



JAMES A. NAPPI, ESQ.  
SECRETARY

Office of Cable Television  
Line Extension Policy

Docket No. CE94110522  
 Company Sammons Communications of New Jersey, Inc.  
 Municipality Borough of Madison

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.  $\frac{\text{\# of homes in extension}}{\text{mileage of extension}} =$  homes per mile (HPM) of extension
2.  $\frac{\text{HPM of extension}}{\text{Minimum HPM that company actually constructs in the system *}} =$  ratio of the density of or "A" the extension to the minimum density which the company constructs in the system
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.  $\frac{\text{Total amount to be recovered from subs}}{\text{Total subscribers in extension}} =$  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.

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 \* The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes which 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.

CF/CR/KM

RECEIVED  
MAIL ROOM

07 OCT 16 PM 2:14  
BOARD OF PUBLIC UTILITIES  
NEWARK

**BOROUGH OF MADISON**  
**ORDINANCE NO. 64-2007**

RECEIVED  
07 OCT 17 PM 12:27  
N.J. OFFICE OF C.A.T.V.

**ORDINANCE OF THE BOROUGH OF MADISON GRANTING MUNICIPAL  
CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM  
WITHIN THE BOROUGH OF MADISON, NEW JERSEY TO CSC TKR, INC.**

**WHEREAS**, the governing body of the Borough of Madison (hereinafter referred to as the "Borough") determined that CSC TKR, Inc. (hereinafter referred to as "the Company" or "Cablevision") had the technical competence and general fitness to operate a cable television system in the Borough, and by prior ordinance granted its municipal consent for Cablevision to obtain a non-exclusive franchise for the placement of facilities and the establishment of a cable television system in the Borough; and

**WHEREAS**, by application for renewal consent filed with the Borough and the Office of Cable Television on or about April 9, 2007, Cablevision has sought a renewal of the franchise; and

**WHEREAS**, the Borough having held public hearings has made due inquiry to review Cablevision's performance under the Franchise, and to identify the Borough's future cable-related needs and interests and has concluded that Cablevision has substantially complied with its obligations under the Franchise and has committed to certain undertakings responsive to the Borough's future cable-related needs and interests; and

**WHEREAS**, the governing body of the Borough has accordingly concluded that the consent should be renewed subject to the requirements set forth below; and that, provided Cablevision's proposal for renewal embodies the commitments set forth below, the Borough's municipal consent to the renewal of the Franchise should be given; and

**WHEREAS**, imposition of the same burdens and costs on other franchised competitors by the Borough is a basic assumption of the parties;

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Borough of Madison, County of Morris, 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:

- (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 Cablevision's application for Renewal of Municipal Consent, which application is on file in the Borough'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) "Borough" shall mean the governing body of the Borough of Madison in the County of Morris and the State of New Jersey.
- (e) "Company" shall mean CSC TKR, Inc. ("Cablevision"), 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) "Standard installation" shall mean the installation of drop cable to a customer's premises 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.
- (j) "State" shall mean the State of New Jersey.
- (k) "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 Cablevision 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 municipality having received all comments regarding the qualifications of Cablevision to receive this consent, the Borough hereby finds Cablevision possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and that Cablevision's operating and construction arrangements are adequate and feasible.

**SECTION 3. GRANT OF AUTHORITY**

The Borough hereby grants to Cablevision 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 Borough of a cable television system, and for the provision of any communication service over such system as may be authorized by federal or State regulatory agencies. 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 Cablevision 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-11 and N.J.S.A. 48:5A-16, and applicable state and federal rules and regulations. The Company shall also seek approval from the Board authorizing continued operation during the period following expiration of the consent granted herein, and until such a time that a decision is made by the Borough and the Board relative to the renewal of said consent.

**SECTION 6. FRANCHISE TERRITORY**

The consent granted under this Ordinance to Cablevision shall apply to the entirety of the Borough and any property hereafter annexed.

**SECTION 7. PRIMARY SERVICE AREA**

Cablevision shall be required to proffer service along any public right-of-way to any person's residence located in the portion of the franchise territory, as described in the map attached to the Application at tariffed rates for standard and nonstandard installation. Such area designated shall constitute the primary service area.

## **SECTION 8. FRANCHISE FEE**

Cablevision shall pay to the Borough, an annual franchise fee, in accordance with N.J.S.A 48:5A-30.

## **SECTION 9. FREE SERVICE**

Upon enactment of this ordinance by the Borough and issuance of a Certificate of Approval by the Board, the Company shall provide, upon request and within ninety (90) days, free of charge, one (1) standard installation and monthly basic cable television service to all State or locally accredited public, private and parochial schools and all municipal buildings used for governmental purposes within the Borough. A preliminary schedule of said properties is attached hereto as Exhibit A.

Upon enactment of this ordinance by the Borough and issuance of a Certificate of Approval by the Board, the Company shall provide to one municipal location used for governmental purposes, without charge, the following within ninety (90) days: (1) one standard installation; (2) one cable modem per installation; and (3) basic cable modem service for the term of this Ordinance. The Borough shall be permitted to network, at its own cost, four personal computers terminals to the cable modem provided by the Cablevision. This offer shall be subject to the reasonable terms, conditions and use policies of the Company as those policies may exist from time to time.

Upon enactment of this ordinance by the Borough and issuance of a Certificate of Approval by the Board, the Company shall provide, upon request and within ninety (90) days, to state and locally accredited public and private and parochial elementary and secondary schools and municipal public libraries in the Borough, without charge, the following: (1) one standard installation per school and library; (2) one cable modem per installation; and, (3) basic cable modem service for the term of this Ordinance for each installation. Each school and library shall be permitted, at its own cost, to network up to 25 computers to the cable modem provided by Cablevision. This offer shall be subject to the reasonable terms, conditions and use policies of the Company, as those policies may exist from time to time."

## **SECTION 10. CONSTRUCTION/SYSTEM REQUIREMENTS**

Cablevision 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 plant and facilities in the Borough:

(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.

(b) 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 Borough 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 Borough, 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 public trees upon and overhanging streets, alleys, sidewalks and public places of the Borough 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, and shall be coordinated and approved by the Borough of Madison Shade Tree Management Board.

#### **SECTION 11. TECHNICAL AND CUSTOMER SERVICE STANDARDS**

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

#### **SECTION 12. LOCAL OFFICE OR AGENT**

Cablevision 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 13. DESIGNATION OF COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the complaint officer for the Borough 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 14. LIABILITY INSURANCE**

Cablevision 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 Borough 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. Cablevision shall provide to the Borough at the commencement of this consent evidence of such insurance, which evidence shall, upon the request of the Borough, also be provided on an annual basis during the term hereof.

## **SECTION 15. PERFORMANCE BOND**

Cablevision shall obtain and maintain, at its sole cost and expense, during the entire term of this Ordinance, a bond to the municipality 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. The bond shall be filed with the Borough Clerk of the Borough.

## **SECTION 16. 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.

B. Cablevision shall implement a senior citizen discount in the amount of ten percent (10%) off the monthly broadcast basic level of cable television service rate to any person sixty-two (62) years of age or older, who subscribes to cable television services provided by the Company, subject to the following:

- (i) Such discount shall only be available to eligible senior citizens who do not share the subscription with more than one person in the same household who is less than sixty-two (62) years of age; and,
- (ii) Subscribers seeking eligibility for the discount must meet the income and residence requirements of the Pharmaceutical Assistance to Aged and Disabled (PAAD) program in the State pursuant to N.J.S.A. 30:4D-21;
- (iii) The senior citizen discount herein relates only to the entry level basic rate of cable television service, and shall not apply to any additional service, feature, or equipment offered by the Company, including premium channel services and pay-per-view services.
- (iv) Senior citizens, who subscribe to a level of cable television service beyond expanded basic service, including any premium or per channel a la carte service, shall not be eligible for the discount.

C. In the event that Cablevision shall be required to increase the franchise fee in accordance with N.J.S.A. 48-5A-30(d), then at such time as the new fee is instituted, Cablevision shall no longer be obligated to maintain or offer the senior discount specified in Section 17(B) above.

## **SECTION 17. EMERGENCY USES**

Cablevision 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 Borough pursuant to state and federal requirements. The Company shall in no way be held liable for any injury suffered by the Borough or any other person, during an emergency, if for any reason the municipality is unable to make full use of the cable

television system as contemplated herein. The Borough shall utilize the state-approved procedures for such emergency uses.

#### **SECTION 18. EQUITABLE TERMS**

- A. In the event that the Borough approves or permits a cable system to operate in the community on terms more favorable or less burdensome than those contained in this Ordinance, such more favorable or less burdensome terms shall be applicable in this consent, subject to a petition to the Board of Public Utilities as provided for in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7.
- B. In the event that a non-franchised multi-channel video programmer provides service to residents of the Borough, Cablevision shall have a right to request franchise amendments to this Ordinance that relieve Cablevision of regulatory burdens that create a competitive disadvantage to the Company. In requesting amendments, Cablevision shall file with the Board of Public Utilities a petition for approval in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7 seeking to amend the Ordinance. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Cablevision's belief that certain provisions of this franchise place it at a competitive disadvantage; and iii) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Borough shall not unreasonably withhold or object to granting the Company's petition.
- C. In any subsequent municipal consent, the Borough shall require, at a minimum, the same terms and conditions of any other provider of multi-channel video programming subject to the Borough'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, the Borough 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.

#### **SECTION 19. REMOVAL OF FACILITIES**

Upon expiration, termination or revocation of this Ordinance, Cablevision 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 services authorized herein, unless Cablevision, 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 20. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

Cablevision shall continue to make available non-commercial public, educational and governmental (PEG) access as described in the Application for municipal consent.



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

Within ninety (90) days from the effective date of this franchise, Cablevision shall provide and maintain one access return line at Madison Public Library located at 39 Keep Street in Madison, NJ for the production of non-commercial educational and governmental access programming on the cable system. Upon request of the Borough, Cablevision shall provide access training at least once every year.

In consideration for the rights granted by this Ordinance, Cablevision shall provide the Borough with an initial one-time grant of ten thousand dollars (\$10,000.00) (the "Initial Grant"). Such amount shall be paid within sixty (60) days following the grant of the Certificate from the Board. The Grant may be used by the Borough for any cable and/or other telecommunications related purpose as the Borough, in its discretion, may deem appropriate. Beginning in year two of the franchise (measured by the Certificate of Approval) and annually thereafter through year ten of the franchise, Cablevision shall provide the Borough with an annual amount of one thousand five hundred dollars (\$1,500.00) (the "Annual Grant"). Cablevision shall not be obligated to make any additional payments beyond year ten of the franchise. The Annual Grant shall be payable to the Borough within sixty (60) days from receipt of the Borough's written request. Notwithstanding the foregoing, should Cablevision apply for a system-wide certification or otherwise convert its municipal consent to a system-wide certification in accordance with applicable law, it shall be relieved of any payments due and owing after the date of such conversion or award of a system-wide franchise, with the exception of the Initial Grant.

## **SECTION 21. INCORPORATION OF APPLICATION**

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Borough by the Company except as modified herein, are binding upon Cablevision as terms and conditions of this consent. The Application and any other written amendments thereto submitted by Cablevision 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 22. CONSISTENCY WITH APPLICABLE LAWS**

This consent shall be construed in a manner consistent with all applicable federal, State and local laws.

## **SECTION 23. 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.

**SECTION 24. EFFECTIVE DATE**

This Ordinance shall take effect upon issuance of a Certificate of Approval as issued by the Board of Public Utilities.

**SECTION 25. WRITTEN REQUEST**

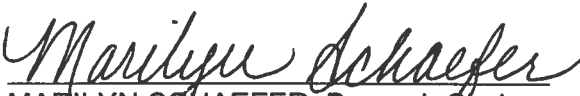
The execution hereof by the Mayor of Madison shall fulfill the requirement to provide written notice as specified throughout the Agreement.

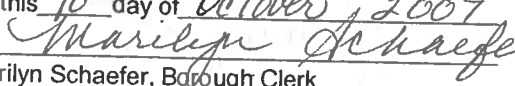
**BE IT FURTHER ORDAINED** that this Ordinance shall take effect upon the passage, and publication as required by law.

ADOPTED AND APPROVED  
October 10, 2007

  
ELLWOOD R. KERKESLAGER, Mayor

Attest:

  
MARILYN SCHAEFER, Borough Clerk  
Introduced and passed: September 10, 2007  
Published, Madison Eagle: September 13, 2007  
Hearing and final adoption: October 10, 2007  
Published, Madison Eagle: October 18, 2007

I, Marilyn Schaefer, Clerk of the Borough of Madison in the County of Morris and State of New Jersey, hereby certify the foregoing to be a true and exact copy of an Ordinance finally adopted at a Regular Meeting of the Council held on this 10<sup>th</sup> day of October, 2007  
  
Marilyn Schaefer, Borough Clerk

Schedule A: Preliminary List of Properties per Section 10

1. Hartley Dodge Memorial Building
2. Madison Fire and Police Building
3. Madison Public Works Building
4. Madison Free Public Library Building
5. Madison Civic Center, 28 Walnut Street
6. Madison Housing Authority
7. Madison High School
8. Madison Junior High School
9. Kings Road School
10. Torey J. Sabatini School
11. Central Avenue School
12. Green Village Road School
13. Bayley Ellard School
14. Museum of Early Trades and Crafts
15. Madison Public Schools Administrative Building
16. St. Vincent Martyr School
17. 22 Central Avenue
18. Madison Electric Department



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
*Two Gateway Center*  
*Newark, NJ 07102*  
[www.nj.gov/bpu](http://www.nj.gov/bpu)

CABLE TELEVISION

IN THE MATTER OF THE PETITION OF CSC TKR, INC. ) RENEWAL  
D/B/A CABLEVISION OF MORRIS FOR RENEWAL OF A ) CERTIFICATE OF APPROVAL  
CERTIFICATE OF APPROVAL TO CONTINUE TO )  
OPERATE AND MAINTAIN A CABLE TELEVISION )  
SYSTEM IN THE BOROUGH OF MADISON, COUNTY )  
OF MORRIS, STATE OF NEW JERSEY ) DOCKET NO. CE08020097

(SERVICE LIST ATTACHED)

BY THE BOARD:

On February 13, 1975, the Board granted Morris Cablevision a Certificate of Approval, in Docket No. 748C-6042, for the construction, operation and maintenance of a cable television system in the Borough of Madison ("Borough"). Through a series of transfers with required Board approvals, Sammons Communications of New Jersey, Inc. ("Sammons") became the holder of the Certificate. On July 30, 1997, the Board issued a Renewal Certificate of Approval to Sammons in Docket No. CE94110522. Through a series of subsequent transfers with the required Board approvals, the current holder of the Certificate is CSC TKR, Inc. d/b/a Cablevision of Morris ("Petitioner"). Although by its terms the Petitioner's above referenced Certificate expired on August 13, 2007, the Petitioner is authorized to continue to provide cable television service to the Borough 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 Borough on January 9, 2007, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13. The Borough, after public hearing, adopted a municipal ordinance granting renewal consent on October 10, 2007. On January 11, 2008, the Petitioner formally accepted the terms and conditions of the ordinance.

On February 19, 2008, 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 Borough. 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 Renewal Certificate of Approval. Further, the Borough reviewed these qualifications in conjunction with the municipal consent process.
2. The design and technical specifications of the system shall 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 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 shall promptly file any revisions thereto.
6. Pursuant to statutory requirements, the ordinance specifies a complaint officer to receive and act upon complaints filed by subscribers in the Borough. In this case, it is the Office of Cable Television. All complaints shall be received and processed in accordance with the applicable rules.
7. The Petitioner shall maintain a local business office or agent for the purpose of receiving, investigating and resolving complaints. The current local office is located at 683 Route 10 East, Randolph, New Jersey.
8. The franchise fee to be paid to the Borough 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 Borough, 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.
9. The Petitioner shall install cable in all residences in the Borough at tariffed rates for standard and non-standard installation. Installations to commercial establishments shall be constructed in accordance with the Petitioner's commercial line extension policy attached to this Certificate as Appendix "I."

10. The Petitioner shall provide public, educational and governmental ("PEG") access channels and facilities in accordance with its renewal application and the ordinance. Specifically, the ordinance requires the Petitioner to make available non-commercial PEG access as set forth in the application. The application provides that the Petitioner has two channels for PEG access use: one channel carries non-commercial government/community access and the other channel, currently coordinated by the County College of Morris, carries educational access. These channels may be shared with other municipalities in the system. In addition, the Petitioner maintains a public access studio located in Randolph Township, which is equipped with video and audio recording/playable equipment for public access use. The Petitioner conducts workshops to instruct interested community members in the aspects of operating the studio.
11. Within 90 days from the date of this Certificate, the Petitioner shall provide, and once provided shall maintain, one access return line at Madison Public Library located at 39 Keep Street for the production of non-commercial educational and governmental access programming on the cable television system. Upon request of the Borough, the Petitioner shall provide training in the use of the access studio at least once per year.
12. Within 60 days of the date of this Certificate, the Petitioner shall provide the Borough with a capital contribution for cable and/or telecommunications related purposes in the amount of \$10,000.00. Beginning in year two of the franchise as measured from the date of this Certificate, and within 60 days of a written request by the Mayor of the Borough following the anniversary date, the Petitioner shall pay to the Borough an annual grant in the amount of \$1,500.00 for cable and/or telecommunications related purposes through year ten. The Petitioner shall be relieved of any remaining payments if it converts its system to a system-wide franchise as authorized by N.J.S.A. 48:5A-25.1a. Upon payment of each portion of the contribution, the Petitioner shall provide the Office of Cable Television with proof of satisfaction of this obligation.
13. Upon issuance of this Certificate, and following issuance, within 90 days' written request of the Mayor of the Borough, the Petitioner shall provide, and, once provided, shall maintain one standard installation and monthly cable service, free of charge, to all state and local accredited public, private and parochial schools and all municipal buildings used for governmental purposes which list shall include but not be limited to: Hartley Dodge Memorial Building, Madison Fire and Police Building, Madison Public Works Building, Madison Free Public Library Building, Madison Civic Center, Madison Housing Authority, Madison High School, Madison Junior High School, Kings Road School, Torey J. Sabatini School, Central Avenue School, Green Village Road School, Bayley Ellard School, Museum of Early Trades and Crafts, Madison Public Schools Administrative Building, St. Vincent Martyr School 22 Central Avenue and Madison Electric Department. Upon completion of all installations, the Petitioner shall provide proof of satisfaction of this obligation.

14. Upon issuance of this Certificate, and within 90 days' written request of the Mayor of the Borough, the Petitioner shall provide, free of charge, one high-speed cable modem and monthly Internet access service, including standard installation, to all state or locally accredited public, private and parochial elementary and secondary schools and to all municipal public libraries in the Borough. Each school and library shall be permitted, at its own cost, to network up to 25 computers to the cable modem provided by the Petitioner. Upon completion of all installations, the Petitioner shall provide proof of satisfaction of this obligation.
15. Upon issuance of this Certificate, and within 90 days' written request of the Mayor of the Borough, the Petitioner shall provide, free of charge, one high-speed cable modem and monthly Internet access service, including standard installation, to one municipal location used for government purposes in the Borough. The Borough shall be permitted, at its own cost, to network up to four computers to the cable modem provided by the Petitioner. Upon completion, the Petitioner shall provide proof of satisfaction of this obligation.
16. The Petitioner shall implement a senior citizens' discount program in the Borough in the amount of 10% off the monthly rate for basic service for senior citizens who meet the income and residency requirements of the Pharmaceutical Assistance to the Aged and Disabled ("PAAD") program, as allowed by N.J.S.A. 48:5A-11.2. If the Petitioner shall be required to increase the franchise fee in accordance with N.J.S.A. 48:5A-30d, then at such time as the new fee is implemented, the Petitioner shall no longer be obligated to maintain or offer a senior citizens' discount.

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 Borough.

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 of 47 C.F.R. §76.601 through §76.630. Any modifications to the provisions thereof shall be incorporated into this Certificate.

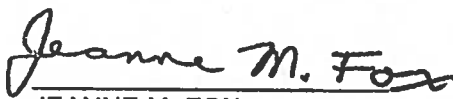
Failure to comply with all applicable laws, rules, regulations and orders of the Board or Office of Cable Television and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this Certificate.

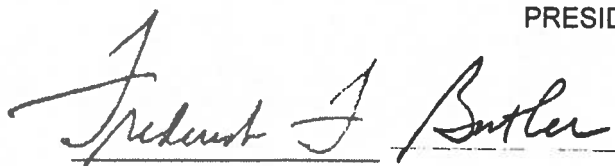
This Renewal Certificate is issued on the representation that the statements contained in the Petitioner's applications are true, and the undertakings therein contained shall be adhered to and enforceable unless specific waiver is granted by the Office of Cable Television pursuant to the authority contained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

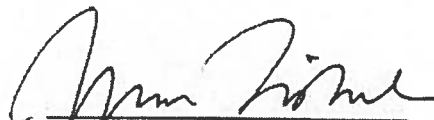
This Certificate shall expire ten years from the date of its issuance.


DATED: 6/16/08

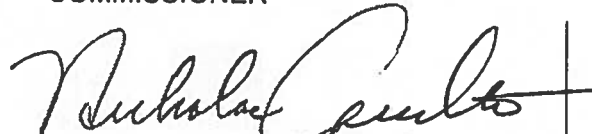
BOARD OF PUBLIC UTILITIES  
BY:

  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER

  
JOSEPH L. FIORDALISO  
COMMISSIONER

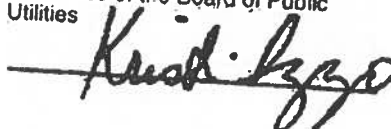
  
CHRISTINE V. BATOR  
COMMISSIONER

  
NICHOLAS ASSELTA  
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"**  
**CSC TKR, INC. D/B/A CABLEVISION OF MORRIS**  
**BOROUGH OF MADISON**

**COMMERCIAL LINE EXTENSION RATE POLICY**

1. Intent. It is the intent of CABLEVISION that a rate policy be established under which any businesses within the company's franchise areas would have the opportunity to obtain cable television service.

2. Applicability. This line extension rate shall apply to all cable television service extensions, aerial and underground, on public and private lands, provided by CABLEVISION.

3. Definitions.

(a) Line or Service. That situation where the company must extend its existing trunk line and/or distribution cable in order to make a tap available from which a drop line can be run so as to provide cable television service to the applicant's premises. The line or service extension shall include, but not be limited to, all poles, cables, amplifiers, extenders, splitters, taps, right-of-way acquisitions and clearing, trenching, backfilling and any other one-time costs incurred by CABLEVISION in connection with extending service to the applicant. A line or service extension shall not include facilities provided by CABLEVISION pursuant to its applicable installation rates then existing.

(b) Applicant. Any person, firm, corporation or association that applies to CABLEVISION for service to a commercial establishment in the franchise area.

(c) Commercial Establishment. Any building or structure, or portion thereof, not used for residential purposes including, but not limited to, profit and non-profit corporations or associations, which has requested the installation of cable television service requiring line or service extension as defined herein.

(d) Drop Line. That cable which connects the subscriber's television receiver to the cable transmission system by way of a tap.

(e) Tap. A connecting device inserted in the cable transmission line which allows for the connection of a drop line. An aerial or underground "drop line" constitutes a transmission cable running from the distribution or feeder cable to the subscriber's connection or receiver.

(f) Trunk Line. Transmission cable running from headend to trunk amplifiers and through each trunk amplifier in cascade in the system from which connections for distribution and feeder cable are provided.

(g) Distribution or Feeder Cable. Transmission cable which extends from the distribution amplifiers serving specific areas within the system and from which drop lines are extended.

(h) Qualified Subscriber. Any applicant who, as a potential subscriber, has committed to purchase at least the basic service from CABLEVISION for a period of not less than two (2) years.

#### 4. Schedule.

(a) Within thirty (30) days after the date on which the service is requested, but not more than ninety (90) days from the date upon which the request for service was made, CABLEVISION shall furnish the applicant with (1) an estimate request form, (2) a copy of this line extension policy, and (3) notification that service can only be provided by means of a line or service extension.

(b) If the applicant requests a written estimate within thirty (30) days after being advised that service can only be provided by means of a line or service extension, CABLEVISION shall, within sixty (60) days of such request, furnish a written estimate, a construction schedule, and a service extension contract to be signed by the applicant.

(c) The applicant must return a signed service extension agreement within thirty (30) days after receipt of the material described in Paragraph (b) together with a check in the amount of \$50.00 representing a service extension deposit which will be credited against the applicant's contribution in aid of construction invoice to the applicant which must be signed and returned to CABLEVISION with the full payment before construction will commence.

(d) If the applicant fails to meet any of the applicable deadlines or any of the terms herein before set forth without the approval of CABLEVISION, any obligations pertaining to the proposed line or service extension shall cease and be of no further force or effect.

#### 5. Commercial Line Extension Rate Charges.

A commercial establishment requesting line or service extension shall bear all of the following costs to make a tap available from which a drop line may be installed:

(a) The actual cost to CABLEVISION of materials and equipment necessary to make service available plus shipping charges and applicable taxes.

(b) The actual labor costs incurred by CABLEVISION, exclusive of benefits.

(c) The actual costs of designs, surveys, prints and engineering or other such labor involved in the preparation or actual construction required.

(d) The direct costs of any easements, make-ready or other third party actions required to perform and complete construction such as, but not limited to, power companies, telephone companies, road work, trenching or the like.

(e) In addition, the applicant shall pay to CABLEVISION a sum equal to twenty percent (20%) of the entire actual cost of construction as set forth above.

(f) In the event additional commercial subscribers come on-line in an area in which service extension has been provided in accordance herewith, each additional subscriber shall, in addition to the applicable installation rate, be required to contribute their pro-rata share of the original construction costs. Said pro-rata share shall be derived by dividing the original construction cost by the number of then existing on-line subscribers including the additional subscriber(s).

(g) Any funds collected from additional subscribers will be retained by CABLEVISION in an interest-bearing account and distributed equitably so as to equalize all subscriber construction contributions. Distribution will be made two years after the original service extension was provided. After said two year period, there shall be no further apportionment of the original construction cost.

6. Record Keeping and Annual Reports. CABLEVISION shall maintain appropriate records of its costs, subscriber and applicant billings, and revenues resulting from a request for or the construction of a service extension.

7. Ownership of Facilities. CABLEVISION shall own and maintain the facilities for which a service extension is made and any applicant-subscriber shall not acquire any interest herein.

8. Method of Service Extension. CABLEVISION reserves the right to provide either an aerial or underground service extension.

9. Term of Service. The minimum term of at least basic subscriber service for an applicant requesting service extension, or his successors and assigns, shall be twenty-four (24) months after the service extension has been energized. Said term shall be guaranteed by the applicant in the service extension contract specified in Paragraph 4(c) hereof.

## SERVICE LIST

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Borough Clerk  
Borough of Madison  
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Babette Tenzer  
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Celeste M. Fasone, Director  
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Board of Public Utilities  
Two Gateway Center  
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Karen A. Marlowe  
Administrative Analyst I  
Office of Cable Television  
Board of Public Utilities  
Two Gateway Center  
Newark, NJ 07102



**Adam Falk**  
Vice President  
Government & Regulatory Affairs

July 19, 2010

Ms. Celeste Fasone, Director  
Board of Public Utilities  
Office of Cable Television  
2 Gateway Center  
Newark, NJ 07102

*VIA FEDERAL EXPRESS*

Dear Director Fasone:

Pursuant to Section 19 of P.L. 2006, c. 83, CSC/TKR, LLC d/b/a Cablevision of Morris ("Cablevision") hereby provides notice to the Board and the affected municipalities of its conversion, effective on receipt of this notice, of the municipal consent and accompanying certificate of approval to a system-wide franchise for the following communities: Hanover Township, Borough of Madison, and Town of Morristown.

In accordance with Board rules implementing P.L. 2006, c. 83, Cablevision hereby confirms that it will abide by the provisions of N.J.S.A. 48:5A-28h through 28n.

If you have any questions, please do not hesitate to contact the undersigned.

Very Truly Yours,

A handwritten signature in black ink that reads "Adam E. Falk". The signature is written in a cursive style with a large, prominent "A" and "F".

Adam E. Falk, Vice President of  
Government and Regulatory Affairs

cc: Township of Hanover, Borough of Madison, Town of Morristown

**CABLEVISION SYSTEMS CORPORATION**  
1111 Stewart Avenue, Bethpage, NY 11714-3581  
516-803-2300



Agenda Date: 9/16/10  
Agenda Item: IIIB

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**Two Gateway Center, Suite 801**  
**Newark, NJ 07102**  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CABLE TELEVISION

IN THE MATTER OF CSC TKR, LLC FOR THE ) SECOND ORDER OF  
CONVERSION TO A SYSTEM-WIDE FRANCHISE IN ) AMENDMENT  
FIVE MUNICIPALITIES: THE TOWNSHIP OF HANOVER, )  
THE BOROUGH OF MADISON, THE BOROUGH OF )  
MANVILLE, THE TOWN OF MORRISTOWN AND THE )  
BOROUGH OF SOMERVILLE ) DOCKET NO. CE10010024

Adam Falk, Vice President, Government and Regulatory Affairs, Cablevision Systems Corporation, Bethpage, New York, for CSC TKR, LLC

Township Clerk/Administrator, Township of Hanover, New Jersey, by Joseph Giorgio;  
Borough Clerk, Borough of Madison, New Jersey, by Elizabeth Osborne;  
Borough Clerk, Borough of Manville, New Jersey by Philip Petrone;  
Town Clerk, Town of Morristown, New Jersey, by Matthew Stechauner; and  
Borough Clerk/Administrator, Borough of Somerville, New Jersey, by Kevin Sluka, for the municipalities.

BY THE BOARD:

On February 11, 2010, the Board issued an order memorializing the conversion by CSC TKR, LLC of its municipal consent-based franchise in the Borough of Allentown to a System-wide Franchise in the above referenced docket number for a term of seven years to expire on January 11, 2017. On August 4, 2010, the Board issued an Order of Amendment to include five additional municipalities: the Township of Denville, the Town of Dover, the Borough of Morris Plains, the Township of Rockaway and the Township of Warren.

Pursuant to N.J.S.A. 48:5A-25.1 and N.J.A.C. 14:18-14.13, a cable television operator with a municipal consent-based franchise or franchises issued prior to the effective date of the Act may automatically convert any or all of its municipal consent-based franchises upon notice to the Board and to the affected municipality or municipalities. In addition, pursuant to N.J.A.C. 14:18-14.14, a cable television company operating under a system-wide franchise may add municipalities to its system-wide franchise upon notice to the affected municipality or municipalities and the Board.

On July 19, 2010, CSC TKR, LLC filed notice with the Township of Hanover, the Borough of Madison, the Borough of Manville, the Town of Morristown and the Borough of Somerville (collectively, “the municipalities”) that it would convert its municipal consent ordinance-based franchises in the municipalities, thereby making them part of its CSC TKR, LLC system-wide franchise; and confirmed that it would abide by the provisions of N.J.S.A. 48:5A-28 (h)-(n), as required by the System-wide Cable Television Franchise Act. That notice was received by the Board on July 20, 2010.

## DISCUSSION

Under N.J.S.A. 48:5A-25.1, a cable television operator with a municipal consent-based franchise or franchises issued prior to the effective date of P.L.2006 c. 83 may automatically convert any or all of its municipal consent-based franchises upon notice to the Board and to the affected municipality without meeting the requirements applicable to cable television operators applying for a system-wide franchise, except that the commitment requirements under N.J.S.A. 48:5A-28 (h)-(n) shall be applicable to all system-wide franchises, including conversions. N.J.S.A. 48:5A-28(h)-(n) impose requirements on all cable television companies operating under a system-wide franchise and includes commitments as to line extensions; public, educational and governmental (“PEG”) access channels; interconnection with other cable television companies; free cable and Internet service to public schools and municipal buildings; training and equipment for access users; PEG access return feeds; and compliance with customer protection regulations. As noted above, CSC TKR, LLC has committed to provide service to the municipalities as required by these provisions.

## DISPOSITION OF CERTIFICATE OF APPROVAL AND UNDERLYING MUNICIPAL CONSENT

As discussed above, the Act allows a cable television company, operating under a municipal consent ordinance-based franchise, to “automatically convert” its system in any or all of its municipalities without approval from the Board or the impacted municipalities. N.J.S.A. 48:5A-25.1(a). Furthermore, N.J.S.A. 48:5A-19 provides that a “certificate of approval issued by the board shall be valid for 15 years from the date of issuance... or until the expiration, revocation, termination or renegotiation of any municipal consent upon which it is based, whichever is sooner.”

CSC TKR, LLC’s Certificate of Approval and the underlying municipal consent ordinance in the Township of Hanover expired on October 17, 2007. CSC TKR, LLC initiated renewal proceedings with the Township of Hanover and was thereby authorized to continue to provide cable television service to the Township pursuant to N.J.S.A. 48:5A-25, pending disposition of the proceedings regarding the renewal of its Certificate. Because CSC TKR, LLC has now converted the Township of Hanover’s municipal consent based-franchise to a system-wide franchise, pursuant to N.J.S.A. 48:5A-19 and N.J.S.A. 48:5A-25.1(a), the Board **FINDS** that CSC TKR, LLC’s Certificate of Approval for the Township of Hanover has expired by operation of law.

CSC TKR, LLC’s Certificates of Approval and the underlying municipal consent ordinances in the Borough of Madison was set to expire on June 16, 2018; in the Borough of Manville on April 3, 2019; in the Town of Morristown on May 9 2023; and in the Borough of Somerville on October 25, 2013. Because CSC TKR, LLC has now converted these municipal consent based-franchises to a system-wide franchise, pursuant to N.J.S.A. 48:5A-19 and N.J.S.A. 48:5A-

25.1(a), the Board **FINDS** that CSC TKR, LLC's Certificates of Approval for the Borough of Madison, the Borough of Manville, the Town of Morristown and the Borough of Somerville are hereby terminated.

CSC TKR, LLC is authorized to provide cable television service to the municipalities, pursuant to its converted System-wide franchise and the requirements of N.J.S.A. 48:5A-28(h)-(n) and applicable law.

With regard to N.J.S.A. 48:5A-28(h), a system-wide cable television franchise operator is required to meet or exceed the line extension policy ("LEP") commitments of the cable television company operating under a municipal consent ordinance-based franchise at the time the franchise is granted. Therefore, because CSC TKR, LLC was the incumbent municipal consent-based franchise holder in these municipalities, it is required to continue to provide, at a minimum, service to any residence in the five municipalities in accordance with its policies in effect at the time of conversion. Accordingly, CSC TKR, LLC shall provide service to the primary service area ("PSA") of each municipality at no cost beyond the installation rates as contained in its schedule of prices, rates, terms and conditions on file with the Board. In the Borough of Madison, CSC TKR, LLC shall extend cable television service to all residents in the Borough at no cost beyond standard and non-standard installation rates; no LEP shall be used. In the Township of Hanover, the Borough of Manville, the Town of Morristown, and the Borough of Somerville, CSC TKR, LLC shall provide service outside its PSA in accordance with the LEP attached to the original order with a homes per mile figure ("HPM") of 25.

Based upon the elements of the System-wide Franchise, and the legal mandates under which the Board operates, this Order **HEREBY COMMEMORATES** the addition of the municipalities to CSC TKR, LLC's System-wide Franchise.

This Second Order of Amendment to the System-wide Franchise serves to add the Township of Hanover, the Borough of Madison, the Borough of Manville, the Town of Morristown and the Borough of Somerville to CSC TKR, LLC's System-wide Franchise, and does not, in any manner, modify, change or otherwise affect the terms and conditions of that February 11, 2010 Order, except with respect to maintaining the Borough of Madison as a full residential build.

Without limitations to the full requirements set forth in that Order, the Board reminds CSC TKR, LLC that, under the System-wide Franchise, it 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. To the extent possible based upon the technology used in providing service, CSC TKR, LLC shall adhere to the operating 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 the System-wide Franchise.

Failure to comply with all applicable laws, rules, regulations and orders of the Board or the Office of Cable Television and/or the terms, conditions and limitations set forth herein may subject CSC TKR, LLC to penalties, as enumerated in N.J.S.A. 48:5A-51, and/or may constitute sufficient grounds for the suspension or revocation of the System-wide Franchise.

This Second Order of Amendment to the System-wide Franchise is issued on the representation that the statements contained in CSC TKR, LLC's applications, notices, and other writings are true, and the undertakings therein contained shall be adhered to and be enforceable unless



specific waiver is granted by the Board or the Office of Cable Television pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

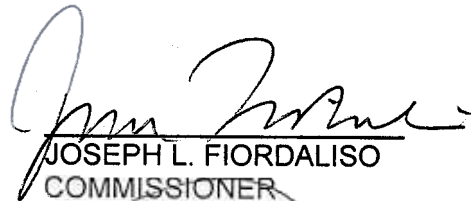
DATED: 9/16/10

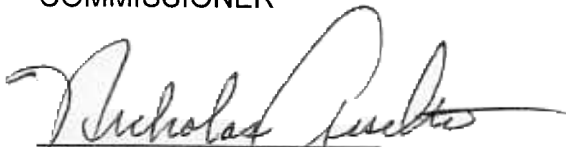
BOARD OF PUBLIC UTILITIES  
BY:

  
LEE A. SOLOMON  
PRESIDENT



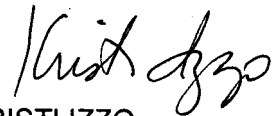
JEANNE M. FOX  
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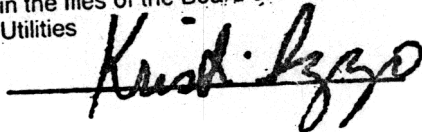
  
NICHOLAS ASSELTA  
COMMISSIONER

  
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



**SERVICE LIST**

**IN THE MATTER OF CSC TKR, LLC FOR THE CONVERSION TO A SYSTEM-WIDE CABLE  
TELEVISION FRANCHISE FOR THE TOWNSHIP OF DENVILLE, THE TOWN OF DOVER,  
THE BOROUGH OF MORRIS PLAINS, THE TOWNSHIP OF ROCKAWAY AND THE  
TOWNSHIP OF WARREN**

**SECOND ORDER OF AMENDMENT  
DOCKET NO. CE10010024**

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