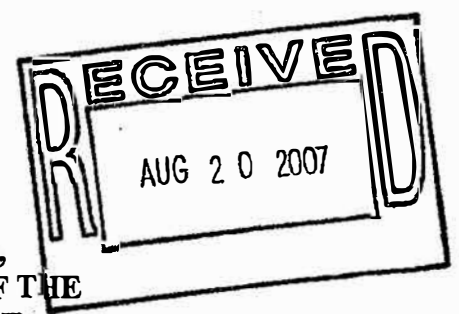


ORDINANCE NO. 19-07



**AN ORDINANCE AMENDING CHAPTER A500,  
ENTITLED "CABLE TELEVISION FRANCHISE" OF THE  
JEFFERSON TOWNSHIP MUNICIPAL CODE AND  
PROVIDING FOR A FRANCHISE TO CABLEVISION OF  
MORRIS**

**WHEREAS**, the governing body of the Township of Jefferson (hereinafter referred to as the "Township") determined that CSC TKR, Inc d/b/a Cablevision of Morris, (hereinafter referred to as "the company" or "Cablevision") has the technical competence and general fitness to operate a cable system in the Township, 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 Township; and

**WHEREAS**, by application for renewal consent filed with the Township and the Office of Cable Television on or about November 13, 2006 Cablevision has sought a renewal of the franchise; and

**WHEREAS**, the Township having held public hearings has made due inquiry to review Cablevision's performance under the Franchise, and to identify the Township'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 Township's future cable-related needs and interests; and

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

**WHEREAS**, imposition of the same burdens and costs on other franchised competitors

by the Township is a basic assumption of the parties.

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Township of Jefferson, County of Morris, and State of New Jersey, as follows:

**SECTION 1.**

Chapter A500 of the Jefferson Township Municipal Code, entitled "Cable Television Franchise," is amended by hereby repealing same in its entirety and in its place and stead shall be the following:

**§A500-1. Definitions.**

- (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 Township Clerk's office and is incorporated herein by reference and made a part hereof, except as modified, changed, limited or altered by this Ordinance.
- (c) "Board" shall mean the Board of Public Utilities of the State of New Jersey or its successor agency.
- (d) "Township" shall mean the governing body of the Township of Jefferson in the County of Morris, and the State of New Jersey.
- (e) "Company" shall mean CSC TKR, Inc d/b/a Cablevision of Morris ("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

premise where the distance from the point of entry into the building being served is less than 150 feet from the active cable television system plant.

- (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.

**§A500-2. 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 Township 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.

**§A500-3. Grant of Authority.**

The Township 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 Township of a cable television system, and for the provision of any communication service over the 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.

**§A500-4. Duration of Franchise.**

This consent granted herein shall be non-exclusive and shall be for a term of fifteen (15) years from the date of issuance of a Certificate of Approval by the Board.

**§A500-5. Expiration and Subsequent Renewal.**

If Cablevision seeks a renewal of the consent provided herein, it shall, prior to the expiration of this consent, apply for a municipal consent and certificate of approval in accordance with N.J.S.A 48:5A-16, and applicable state and federal rules and regulations. The company shall also petition the Board for 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 Township and the Board relative to the renewal of said consent.

**§A500-6. Franchise Territory.**

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

**§A500-7. Service Area.**

Cablevision shall be required to proffer video programming service along any public right-of-way to any person's residence located in the franchise territory at tariffed rates for standard and nonstandard installation.

**§A500-8. Extension of Service.**

Cablevision shall extend service along any public right of way outside its primary service area to those residences within the franchise territory which are located in areas that have a residential density of twenty-five (25) homes per mile or greater, or areas with less than twenty-five (25) homes per mile where residents agree to share the costs of such extension in accordance with the line extension formula as provided by the company in its Application for municipal consent.

**§A500-9. Franchise Fee.**

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

**§A500-10. Free Service.**

Cablevision shall, upon request, provide free of charge, one (1) standard installation and monthly cable television reception service to all State or locally accredited public elementary and secondary schools and all municipal public libraries, as well as municipal buildings located within the Township as set forth in Exhibit A to this Ordinance.

Upon written request from the Township, the company shall provide to state and locally accredited elementary and secondary schools and municipal public libraries in the Township, without charge, the following: (1) one standard installation per school or library; (2) one cable modem per installation; and, (3) basic cable modem service for the term of this Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the company, as those policies may exist from time to time.

**§A500-11. 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 Township:

- (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, as determined by the Township's engineer under the Township's generally applicable laws, rules and regulations.
- (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 Township shall remove or relocate its equipment, at its own expense.
- (c) Upon request of a person holding a building or moving permit issued by the Township, the company shall temporarily move or remove appropriate parts of its facilities so as to permit the moving or erection of buildings or for the performance of other work. The person requesting the same shall pay the expense of any such temporary removal or relocation in advance to the company. In such cases, the company shall be given not less than fourteen (14) days prior written notice in order to arrange for the changes required.
- (d) During the exercise of its rights and privileges under this consent, the company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Township so as to prevent the branches of such trees from coming in contact with the wires, cables, conduits and fixtures of the company. Such trimming shall be only to the extent necessary to maintain proper clearance for the company's facilities.

**§A500-12. 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.

**§A500-13. Cable Television Committee.**

A Cable Television Committee, comprised of Township residents, may be appointed by the governing body of the Township to monitor the service provided by the company.

**§A500-14. 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.

**§A500-15. Designation of Complaint Officer.**

An employee of the Township shall be designated as a Municipal Complaint Officer pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5.

**§A500-16. Emergency Uses.**

The company shall be required to have the capability to override the audio portion of the system in order to permit the broadcasting of emergency messages by the Township pursuant to state and federal requirements. The company shall in no way be held liable for any injury suffered by the Township or any other person during an emergency if, for any reason, the municipality is unable to make full use of the cable television system as contemplated herein. The Township shall utilize the State-approved procedures for such emergency uses.

**§A500-17. Indemnification and Liability.**

- A. The company shall indemnify and hold the Township harmless from and against losses and physical damage to property, including those properties owned or under the control of the Township, and bodily injury or death of persons, which may arise out of or be caused by the construction, location, installation, operation, erection, maintenance, repair, replacement, removal or control of the cable television system within the Township, ("Covered Activities"), or by any [act] Covered Activities of the Company or its agents, servants and/or employees acting within the scope of their employment on behalf of the Company with the exception of any Township produced or sponsored programming on any Public, Education and Government ("PEG") access channels or Education and Government ("EG") access channels on Cablevision's system or claims arising from the negligent acts of the Township or any of its agents or representatives.
- B. Cablevision agrees to maintain and keep in full force and effect at its sole cost at all times during the term of this consent, sufficient liability insurance naming the Township as an additional insured and insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts of one million dollars (\$1,000,000) for bodily injury or death to one person and three million dollars (\$3,000,000) 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, and an excess liability (or "umbrella") policy in the amount of five million dollars (\$5,000,000).
- 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 by this ordinance shall be and remain in force and effect for the entire life of this franchise. A certificate of insurance must be submitted to the

Township Attorney to review for compliance with the above-mentioned limits of liability. Said policy or policies of insurance or certified copy or copies thereof shall be deposited with and kept on file by the Township Clerk, and the Township shall be an additional named insured on said policies. The insurer shall notify the Township at least 30 days prior to its intention to cancel any policy.

**§A500-18. Equitable Terms.**

In the event that the service of another multi-channel video program provider not subject to the Township's regulatory authority within the Township creates a significant competitive disadvantage to Cablevision, the company shall have the right to request from the Township lawful amendments to its franchise that relieve it of the burdens which create the unfair competitive situation. Should the company seek such amendments to its franchise, the parties agree to negotiate in good-faith appropriate changes to the franchise in order to relieve the company of such competitive disadvantages. If the parties can reach an agreement on such terms, the ~~Borough~~ <sup>Township</sup> agrees to support the company's petition to the Board for modification of the consent in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7.

If the parties are unable to reach an agreement on appropriate amendments to the franchise, the Township acknowledges that the company shall have the right to petition the Board directly for such amendments in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7; provided, however, the Township shall be under no obligation to support Cablevision's request for such relief from the Board.

**§A500-19. Public, Education and Governmental Access.**

- A. Cablevision shall continue to make available non-commercial public, educational and governmental (PEG) access as described in the Application for municipal consent.
- B. The Township agrees that Cablevision shall retain the right to use the PEG access channel, or portion thereof, for non-PEG access programming, during times when the Township 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 Township's provision of PEG access programming on such channel.
- C. In consideration for the rights granted in this Ordinance, the company shall provide the ~~Borough~~ <sup>Township</sup> with a grant in the amount of sixty-six thousand dollars (\$66,000.00). Cablevision shall provide an initial grant payment of ten thousand dollars (\$10,000.00) within the first year of the new franchise agreement. The remaining grant of fifty-six thousand dollars (\$56,000.00) shall be provided in

annual installments of four thousand dollars (\$4,000.00), upon written request by the Township (the "Annual Grant). The Annual Grant may be used by the Township for any cable and/or other telecommunications related purpose as the Township, in its discretion, may deem appropriate. Cablevision shall not be obligated to make any additional payments beyond year fifteen of the franchise. The Annual Grant shall be payable to the Township within sixty (60) days from receipt of the Township'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.

**§A500-20. Incorporation of Application.**

All of the commitments contained in the Application and any amendment thereto submitted in writing to the Township by the company except as modified herein, are binding upon 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.

**§A500-21. Consistency with Applicable Laws.**

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

**§A500-22. 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.

**§A500-23. Effective Date.**

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

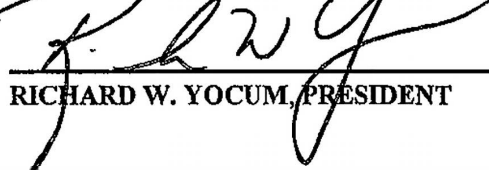
ATTEST:

  
\_\_\_\_\_  
LYDIA MAGNOTTI, Clerk

DATED: JULY 11, 2007

ADOPTED: AUGUST 15, 2007

COUNCIL OF THE  
TOWNSHIP OF JEFFERSON

  
\_\_\_\_\_  
RICHARD W. YOCUM, PRESIDENT



ADOPTED: AUGUST 15, 2007


**EXHIBIT A**

**List of Free Cable Drops**

<b><u>LOCATION</u></b>	<b><u>STATUS</u></b>
1. Municipal Building	
2. Library	
3. Public Works Building	
4. Health Building	
5. Senior Citizen Center	Complete
6. Camp Jefferson Complex	
7. Historical Building	
8. Fire Company No. 1	Complete
9. Fire Company No. 2	Complete
10. Milton First Aid Squad	Complete
11. Jefferson Rescue Squad	Complete
12. Board of Education Building	
13. High School	Complete
14. Middle School	Complete
15. Briggs School	Complete
16. Stanlick School	Complete
17. Consolidated School	Complete
18. Milton School	Complete
19. White Rock School	Complete
20. Cozy Lake School	Complete
21. Any newly constructed state or locally accredited public elementary and secondary schools, all municipal public libraries, as well as municipal buildings that may require cable TV services.	

**CERTIFICATION**

I, LYDIA MAGNOTTI, Clerk of the Township of Jefferson, do hereby certify that the Council of the Township of Jefferson duly adopted the foregoing Ordinance on the 15<sup>th</sup> day of August, 2007.

  
LYDIA MAGNOTTI, Clerk  
Township of Jefferson