

TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NEW JERSEY

ORDINANCE #23-26

**ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP OF JEFFERSON, NEW JERSEY TO CSC TKR, LLC D/B/A CABLEVISION OF MORRIS**

**WHEREAS**, the governing body of Township of Jefferson (hereinafter referred to as the "Township") determined that CSC TKR, LLC d/b/a Cablevision of Morris (hereinafter referred to as "the Company") has the technical competence and general fitness to operate a cable television system in the Municipality (as defined in Section 1 of this Ordinance), and by prior ordinance granted its municipal consent for the Company's predecessor in interest, Cablevision of Morris ("Cablevision") to obtain a non-exclusive franchise (the "Franchise") for the placement of facilities and the establishment of a cable television system in the Municipality; and

**WHEREAS**, by application for renewal consent filed with the Township and the Office of Cable Television on or about April 18, 2023, Cablevision, and the Company as its successor in interest, has sought a renewal of the Franchise; and

**WHEREAS**, with the prior approval of the Board of Public Utilities of the State of New Jersey (hereinafter the "Board") the Company has completed its purchase of the assets of Cablevision, including the cable television franchise for, and the cable television system within the territorial limits governed by, the Township, and

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

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

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

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Council of the Township Jefferson, 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 the Company'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 Jefferson in the County of Morris, and the State of New Jersey.
- (e) "Company" shall mean CSC TKR, LLC d/b/a Cablevision of Morris, 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) "Municipality" shall mean the area contained within the present municipal boundaries of the Township of Jefferson in the County of Morris, and the State of New Jersey.

- (j) "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.
- (k) "State" shall mean the State of New Jersey.
- (l) "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 the Company 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 Township having received all comments regarding the qualifications of the Company to receive this consent, the Township hereby finds the Company possesses the necessary legal, technical, character, financial and other qualifications to support municipal consent, and that the Company's operating and construction arrangements are adequate and feasible.

## **SECTION 3. GRANT OF AUTHORITY**

The Township hereby grants to the Company 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 Municipality of a cable television and cable communication system, and for the provision of any communication service over such facilities as permitted by federal and state law. 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 seven (7) years from the date of issuance of a Certificate of Approval by the Board.

## **SECTION 5. EXPIRATION AND SUBSEQUENT RENEWAL**

If the Company 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-16, and applicable state and federal rules and regulations. In accordance with N.J.S.A. 48:5A-25.1, both the Township and the Company shall be bound by the terms of this municipal consent until such time as the Company converts the municipal consent (and any certificate of approval) into a system-wide franchise, provided that such conversion is undertaken in compliance with the Act.

## **SECTION 6. FRANCHISE TERRITORY**

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

## **SECTION 7. SERVICE AREA**

The Company shall be required to proffer video programming service along any public right-of-way to any person's residence or business within the "primary service area," as it exists on the effective date of any written approval order by the Board of this consent, at the Company's schedule of rates for standard and nonstandard installation.

## **SECTION 8. EXTENSION OF SERVICE**

The Company shall extend service along any public right of way outside its primary service area to those residences and businesses within the franchise territory which are located in areas that have a residential home density of twenty-five (25) homes per mile or greater. In areas with less than twenty-five (25) homes per mile service shall be extended where residents and/or businesses agree to share the cost of such extension in accordance with the line extension formula as provided by the Company in its application for municipal consent.

## **SECTION 9. FRANCHISE FEE**

Pursuant to the terms and conditions of the Cable Television Act, the Company shall pay to the Township, as an annual franchise fee, a sum equal to two percent (2%) of the actual gross revenues received from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception services in the Municipality. In the event applicable law hereinafter permits a larger franchise fee to be collected, but does not fix the amount thereof, the Township and the Company shall negotiate in good faith with respect to the amount thereof provided, however, that nothing herein shall be construed to permit the Township to require payment of a franchise fee by the Company that is higher than the fee paid by all other cable television service providers offering service in the Municipality.

## **SECTION 10. FREE SERVICE**

Subject to applicable federal regulations, the Company shall, upon written request, provide free of charge, one (1) Standard installation and monthly cable television reception service to all State or locally accredited public schools and all municipal public libraries, as well as municipal buildings located within the Municipality, the requested locations are listed in Exhibit A.

## **SECTION 11. CONSTRUCTION/SYSTEM REQUIREMENTS**

The Company 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 cable plant and facilities in the Municipality:

(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 Township 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 the Company's expense.

(c) Upon request of a person holding a building or moving permit issued by the Township, and has secured required permits or approvals, if any, from any other government or agency thereof, 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, unless such request is made by the Township for a Township project, in which case the Company shall bear the cost. In such cases, unless an emergency exists, the person requesting the temporary removal or relocation shall endeavor to provide the Company 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.

#### **SECTION 12. TECHNICAL AND CUSTOMER SERVICE STANDARDS**

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

#### **SECTION 13. LOCAL OFFICE OR AGENT**

The Company 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 all 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 14. DESIGNATION OF COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the complaint officer for the Township 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 15. LIABILITY INSURANCE AND INDEMNIFICATION**

A. The Company 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 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 (\$1,000,000.00) for bodily injury or death to one person, and five million dollars (\$5,000,000.00) 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. In addition, the Company shall maintain motor vehicle liability insurance with at least the minimum amount of coverage required in this Section.

B. The Company expressly agrees that it shall indemnify, defend and hold harmless the Township from, all claims, liability, damage, cost or expense, including reasonable attorney fees, arising from or out of all claims of any nature, including but not limited to, injury to persons or damage to property occasioned by reason of any conduct undertaken or omission(s) by the Company, its employees agents, contractors, servants and/or agents as a result of the construction, location, installation, operation, erection, repair, replacement, removal, control or maintenance of the Cable Television System authorized herein. The Township shall notify the Company's Legal Department within thirty (30) days after the presentation of any claim or demand to the Township, either by suit or otherwise, made against the Township on account of any acts or omissions by or on behalf of the Company, including but not limited to negligence or contract. If the Company does not engage its own legal counsel, the Company's obligation to indemnify, defend and hold harmless the Township shall include paying any and all reasonable attorney's fees and costs that the Township may incur, which are directly related to defending a claim set forth in this Section 15(B). The Company's responsibilities under this Section 15.B does not include claims involving any Township produced or sponsored programming on any Public Education and Government ("PEG") access channels or Education and Government ("EG") access channels on Company's system, or claims arising from the negligent acts of the Township.

#### **SECTION 16. PERFORMANCE BOND**

The Company shall obtain and maintain, at its sole cost and expense, during the entire term of this Agreement, a bond to the Township 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.

#### **SECTION 17. 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. The Company 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) In accordance with N.J.S.A. 48:5A-11.2, subscribers seeking eligibility for the discount must meet the income and residence requirements of the Pharmaceutical Assistance to the Aged and Disabled program pursuant to N.J.S.A. 30:4D-21; and,
- (iii) The senior discount herein relates only to the broadcast basic level of cable television service, and shall not apply to any additional service, feature, or equipment offered by the Company, including any premium channel services and pay-per-view services; and,
- (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; and,

C. The Company shall have no further obligation to provide the senior discount herein in the event that (a) the Company converts the municipal consent granted herein to a system-wide franchise in accordance with N.J.S.A. 48:5A-25.1; or (b) upon Board approval of a certification that another cable television service provider offering services to residents of the Municipality files, in accordance with N.J.S.A. 48:5A-30(d), is capable of serving sixty percent (60%) or more of the households within the Municipality. In the event the Company does cease providing a senior discount pursuant to this provision, it shall comply with all notice requirements of applicable law.

#### **SECTION 18. 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 Township 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.

#### **SECTION 19. EQUITABLE TERMS**

In any subsequent municipal consent, Township shall require, at a minimum, the same terms and conditions of any other provider of multi-channel video programming subject to the Township's regulatory authority as those contained in the instant consent.

#### **SECTION 20. REMOVAL OF FACILITIES**

Upon expiration, termination or revocation of this Ordinance, the Company 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 cable services authorized herein, unless the Company, 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 21. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS**

A. The Company shall continue to make available non-commercial public, educational and governmental (PEG) access services available to the residents of the Municipality as described in the Application for municipal consent. All the Company support for PEG access shall be for the exclusive benefit of the Company's subscribers.

B. The Company shall continue to provide one (1) dedicated public, educational and government access channel for use by the Township (the "PEG Channel"). Additionally, the Company shall if requested by the Township, install at the Company's expense, and continue to provide a return feed from the Municipal Building located at 1033 Weldon Road, and the equipment necessary to allow for the transmission of video and audio over the channel (not including production, programming and mixing equipment) without charge, to the Company's headend or other location of interconnection to the cable television system for public, educational or governmental use of the PEG Channel, which return feed, at a minimum, provides the ability for the Township to cablecast live or taped access programming, in real time, as may be applicable, to the Company's customers in the Municipality.

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

D. The Company shall have discretion to determine the format and method of transmission of the PEG Channel provided for in this Section 21.

#### **SECTION 22. 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 the Company as terms and conditions of this consent. The Application and any other written amendments thereto submitted by the Company 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 23. CONSISTENCY WITH APPLICABLE LAWS**

This consent shall be construed in a manner consistent with all applicable federal, State and local laws; as such laws, rules and regulations may be amended from time to time.

**SECTION 24. SEPARABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid, preempted 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 25. NOTICE**

Notices required under this Ordinance shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Ordinance shall run from receipt of such written notice.

Notices to the Company shall be mailed to:

Altice USA  
 1 Court Square West, 49th Floor  
 Long island City, NY 11101  
 Attention: Senior Vice President for Government Affairs

With a copy to:

CSC TKR, LLC d/b/a Cablevision of Morris  
 c/o Altice USA  
 1 Court Square West  
 Long island City, NY 11101  
 Attention: Legal Department

Notices to the Township shall be mailed to:

Township of Jefferson  
 1033 Weldon Road  
 Jefferson, NJ 07849  
 Attention: Business Administrator

**SECTION 26. EFFECTIVE DATE AND BOARD OF PUBLIC UTILITY APPROVAL**

This Ordinance shall take effect upon issuance of a Certificate of Approval as issued by the Board of Public Utilities that incorporates the material terms of this Ordinance. Nothing herein shall alter the right of the Company to seek modification of this Ordinance in accordance with N.J.S.A 48:5A-47 and N.J.A.C. 14:17-6.7. In accordance with N.J.S.A. 48:5A-25.1, the terms of this Ordinance will no longer be in effect upon The Company converting the municipal consent (and any certificate of approval) into a system-wide franchise.

**SECTION 27. BI-ANNUAL MEETINGS**

The Company shall make available representatives to meet upon the request of the Township and upon thirty (30) days written notice on a bi-annual basis with the Township, for the purpose or reviewing the Company's performance. The Company representatives shall respond to the reasonable requests for information made by the Township.

**SECTION 28.**

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistencies.

**SECTION 29.**

If any article, section, subsection, paragraphs, phrase or sentence is, for any reason, held to be unconstitutional or invalid, said article, section, subsection, paragraph, phrase or sentence shall be deemed severable.

**SECTION 30.**

This Ordinance shall take effect immediately upon final publication as provided by law.

Council Member	By	2 <sup>nd</sup>	Yes	No	Abstain	Absent	By	2 <sup>nd</sup>	Yes	No	Abstain	Absent
Mr. Birmingham	X		X					X	X			
Mr. Kalish			X						X			
Mr. Smith		X	X				X		X			
Vice President Dunham			X						X			
President Senatore			X						X			

ATTEST:

Michele Reilly  
MICHELE REILLY, RMC, TOWNSHIP CLERK

COUNCIL OF THE TOWNSHIP OF JEFFERSON:

Melissa Senatore  
MELISSA SENATORE, COUNCIL PRESIDENT

INTRODUCED: NOVEMBER 29, 2023

ADOPTED: DECEMBER 13, 2023

ERIC F. WILSUSEN, MAYOR  
Eric F. Wilsusen

DATE AND TIME PRESENTED TO MAYOR FOR SIGNATURE:

Thursday, December 14<sup>th</sup>, 2 pm

**CERTIFICATION**

I, Michele Reilly, Clerk of the Township of Jefferson, do hereby certify that the foregoing Ordinance #23-26 was duly adopted by the Township of Jefferson Council on the 13<sup>th</sup> of December, 2023.

Michele Reilly  
MICHELE REILLY, RMC, TOWNSHIP CLERK

**EXHIBIT A  
MUNICIPAL AND SCHOOL LOCATIONS TO RECEIVE FREE CABLE SERVICE**

The following locations shall receive cable service pursuant to the terms of Section 10 of Ordinance #23-26.

**Municipal Buildings**

- **Municipal Building - 1033 Weldon Road, Oak Ridge, New Jersey**
- **Library - 1031 Weldon Road, Oak Ridge, New Jersey**
- **Public Works Building - 4 Sparta Mountain Road, Oak Ridge, New Jersey**
- **Health Building - 57 Minisink Road, Lake Hopatcong, New Jersey**
- **Senior Citizen Center - 56 Schoolhouse Road, Oak Ridge, New Jersey**
- **Camp Jefferson Complex - 81 Weldon Road, Lake Hopatcong, New Jersey**
- **Historical Building - 315 Dover Milton Road, Oak Ridge, New Jersey**
- **Fire Company No. 1 - 162 Milton Road, Oak Ridge, New Jersey**
- **Fire Company No. 2 - 736 St. Rt. 15 S, Lake Hopatcong, New Jersey**
- **Milton First Aid Squad - 45 Milton Road, Oak Ridge, New Jersey**
- **Jefferson Rescue Squad - 827 St. Rt. 15 S, Lake Hopatcong, New Jersey**
- **Waste Water Treatment Plant - 7A Mirror Place, Oak Ridge, New Jersey**

**Jefferson Township Schools**

- **High School – 1000 Weldon Road, Oak Ridge, New Jersey**
- **Middle School – 1000 Weldon Road, Oak Ridge, New Jersey**
- **Briggs School – 1 Jefferson Drive, Lake Hopatcong, New Jersey**
- **Stanlick School – 121B E. Shawnee Trail, Wharton, New Jersey**
- **Milton School – 52 Schoolhouse Road, Oak Ridge, New Jersey**
- **White Rock School – 2 Francine Place, Oak Ridge, New Jersey**
- **Cozy Lake School – 185 Cozy Lake Road, Oak Ridge, New Jersey**
- **Board of Education Building – 31 St. Rt. 181, Lake Hopatcong, New Jersey**