



Agenda Date: 2/12/25
Agenda Item: IIIB

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

OFFICE OF CABLE TELEVISION
AND TELECOMMUNICATIONS

IN THE MATTER OF THE VERIFIED PETITION OF) RENEWAL CERTIFICATE OF
CSC TKR, LLC DBA CABLEVISION OF RARITAN) APPROVAL
VALLEY FOR RENEWAL OF A CERTIFICATE OF)
APPROVAL TO CONTINUE TO OPERATE AND)
MAINTAIN A CABLE SYSTEM IN THE CITY OF)
SOUTH AMBOY, COUNTY OF MIDDLESEX, STATE)
OF NEW JERSEY) DOCKET NO. CE24110841

Parties of Record:

Vaughn Parchment, Esq., Norris McLaughlin, P.A., on behalf of CSC TKR, LLC d/b/a Cablevision of Raritan Valley
Deborah Brooks, Clerk, City of South Amboy, New Jersey

BY THE BOARD:

On September 5, 1979, the New Jersey Board of Public Utilities (“Board”) granted Cross Country Cable III (“Cross Country”) a Certificate of Approval (“Certificate”) in Docket No. 792C-6447, for the construction, operation and maintenance of a cable television system for the City of South Amboy (“City”). On February 5, 1982, the Board approved the transfer of the Certificate from Cross Country to TKR Cable Company (“TKR”) in Docket No. 8112C-6860. On February 7, 1996, the Board granted TKR a Renewal Certificate of Approval (“Renewal Certificate”) for the City in Docket No. CE95080399. Through a series of transfers with the required Board approvals, the Certificate was transferred to CSC TKR, Inc. d/b/a Cablevision of Raritan Valley (“CSC TKR”). On August 18, 2006, the Board granted CSC TKR a Renewal Certificate for the City in Docket No. CE06030226. Based on a name change, the Certificate is currently held by CSC TKR, LLC d/b/a Cablevision of Raritan Valley (“Petitioner”). Although, by its terms, the Petitioner’s above referenced Renewal Certificate expired on August 18, 2021, the Petitioner is authorized to continue to provide cable television service to the City, pursuant to N.J.S.A. 48:5A-25, pending disposition of proceedings regarding the renewal of its Certificate.

The Petitioner filed an application for the renewal of its municipal consent with the City on November 18, 2020, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13.1 to 9. On July 17, 2024, the City, after public hearing, adopted an ordinance granting renewal municipal consent to the Petitioner (“Ordinance”). The Petitioner formally accepted the terms and conditions of the Ordinance on October 2, 2024. On November 6, 2024, pursuant to N.J.S.A. 48:5A-16, the

Petitioner filed with the Board for a renewal of its Certificate for the City.

DISCUSSION AND FINDINGS

The Board has reviewed the application for municipal consent, the Ordinance, and the petition for a Renewal Certificate. Based upon this review and the recommendation of the Office of Cable Television and Telecommunications (“OCTV&T”) the Board **HEREBY FINDS** the following:

1. The Petitioner possesses the requisite legal, character, financial, and technical qualifications for the awarding of a Certificate. Further, these qualifications were reviewed by the City 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 (10) years from the effective date of this Renewal Certificate, pursuant to N.J.S.A. 48:5A-19 and 25. The Board finds this franchise period reasonable.
5. The Petitioner shall proffer service to any residence along any public right-of-way within a portion of the franchise territory, at no cost beyond standard and non-standard installation charges, as set forth in the Petitioner’s application. Installation to commercial establishments shall be constructed in accordance with the Petitioner’s Commercial Line Extension Policy (“LEP”) attached to this Certificate (Appendix “I”).
6. The Petitioner shall maintain an informational schedule of prices, terms and conditions for unregulated service, and promptly file any revisions thereto.
7. Pursuant to statutory requirements, the Ordinance specifies a complaint officer to receive and act upon complaints filed by subscribers in the City. In this case, it is the OCTV&T. All complaints shall be received and processed in accordance with any applicable rules.
8. During the term of this franchise, the Petitioner shall establish and maintain a local business office or agent for the purpose of receiving, investigating, and resolving complaints regarding the quality of service, equipment malfunctions, and similar matters. The Petitioner currently maintains a local office located at 275 Centennial Avenue, Piscataway, New Jersey.
9. The franchise fee to be paid to the City is specified to be two percent (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 City or any additional amount required by N.J.S.A. 48:5A-30. Additional regulatory fees shall be paid to the State in an amount not to exceed two percent (2%) of Petitioner’s gross operating revenues derived from intrastate operations. The Board finds these fees to be reasonable.

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 Petitioner shall provide (1) educational access channel and one (1) public access channel. The Petitioner maintains a public access studio available for access users upon advance request located at 352 Central Avenue, Newark, New Jersey. The location of the studio and the method of providing such services is subject to change.
11. The Petitioner shall provide the City with a one-time grant of \$25,000, which may be used by the City for any cable and/or other telecommunications related purpose and/or for the exclusive support of PEG access programming, such as the purchase and/or rental of PEG access equipment and facilities. Upon payment of the grant, the Petitioner shall provide the OCTV&T with proof of satisfaction of this obligation.
12. The Petitioner shall, upon written request, provide free of charge, one (1) standard installation and monthly cable television reception service to all State or locally accredited elementary and secondary schools and all municipal public libraries, as well as the following municipal buildings located within the municipality; City Hall, City Police Department, Dr. Charles W. Hoffman Senior Resource Center, City First Aid and Safety Squad, Mechanicsville Fire House, Protection Fire House, Independence Fire House, Enterprise Fire House, Progressive Fire House, City Public Works Department, City Middle High School, City Elementary School and Sadie Pope Dowdell Public Library.
13. Upon written request from the City, the Petitioner shall provide to state or locally accredited elementary and secondary schools and the municipal public libraries in the City, without charge, the following: (a) one (1) standard installation per school or library; (b) one (1) cable modem per installation; and (c) basic cable modem service for the term of the Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the Petitioner, as those policies may exist from time to time.
14. Upon written request from the City, the Petitioner shall provide to City Hall, without charge, the following: (a) one (1) standard installation; (b) one (1) cable modem per installation; and (c) basic cable modem service for the term of the Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the Petitioner, as those policies may exist from time to time.
15. Within ninety (90) days of the fifth anniversary of the effective date of this Certificate, the City may notify the Petitioner, in writing, that it wishes to meet to discuss the scope of the free services provided by the Petitioner and a representative of the Petitioner shall meet with members of the City Council and/or the City Attorney, pursuant to the Ordinance.
16. The Petitioner 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 Petitioner, subject to the terms stated in the Ordinance.

Based upon these findings, the Board **HEREBY CONCLUDES**, pursuant to N.J.S.A. 48:5A-17(a) and 28(c), that 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 to 64; 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 and federal law as preconditions for engaging in the proposed cable television operations; that 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 that the Petitioner is capable of providing the proposed service in a safe, adequate and proper manner.

Therefore, the Petitioner is **HEREBY ISSUED** this Renewal Certificate as evidence of Petitioner's authority to construct and operate a cable television system within the entirety of the City.

This Renewal Certificate is subject to all applicable State and federal laws, the rules and regulations of the OCTV&T, 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. § 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 this Certificate.

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

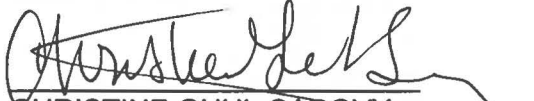
This Renewal Certificate is issued on the representation that the statements contained in the Petitioner's applications are true, and the undertakings therein contained shall be adhered to and be enforceable unless specific waiver is granted by the OCTV&T pursuant to the authority contained in N.J.S.A. 48:5A-1 to 64.

This Certificate shall expire on February 19, 2035.

This Order shall be effective on February 19, 2025.

DATED: February 12, 2025

BOARD OF PUBLIC UTILITIES
BY:


CHRISTINE GUHL-SADOVY
PRESIDENT


DR. ZENON CHRISTODOULOU
COMMISSIONER



MARIAN ABDOU
COMMISSIONER


MICHAEL BANGE
COMMISSIONER

ATTEST:


SHERRI L. LEWIS
BOARD 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, LLC, D/B/A CABLEVISION OF RARITAN VALLEY

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 (2) 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.

IN THE MATTER OF THE VERIFIED PETITION OF CSC TKR, LLC DBA CABLEVISION OF RARITAN VALLEY FOR RENEWAL OF A CERTIFICATE OF APPROVAL TO CONTINUE TO OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY

DOCKET NO. CE24110841

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