ORDINANCE 2023-17

AN ORDINANCE GRANTING MUNICIPAL CONSENT FOR THE OPERATION OF A CABLE TELEVISION SYSTEM WITHIN COLTS NECK TOWNSHIP, NEW JERSEY TO CABLEVISION OF MONMOUTH, LLC

WHEREAS, the governing body of Township of Colts Neck (hereinafter referred to as the "Township") determined that Cablevision of Monmouth, LLC., (hereinafter referred to as "the Company" or "Cablevision") had 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 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 March 10, 2023, 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 applicable law and has committed to certain undertakings responsive to the Township's future cable-related needs and interests; and

WHEREAS, 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 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 Colts Neck, County of Monmouth, 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 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 Colts Neck in the County of Monmouth, and the State of New Jersey.

(e) "Company" shall mean Cablevision of Monmouth, LLC. ("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) "Municipality" shall mean the territorial limits contained within the municipal boundaries of Colts Neck Township in the County of Monmouth, and the State of New Jersey, and any area later annexed thereto.

(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 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 Township 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.

SECTION 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 Municipality of a cable television system or other communications facility, and for the provision of any communication service over such facilities 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 grant herein, and until such time that a decision is made by the Township and the Board relative to the renewal of said consent. In accordance with N.J.S.A. 48:5A-25.1, both the Township and Cablevision shall be bound by the terms of this municipal consent until such time as Cablevision converts the municipal consent (and any certificate of approval) into a system-wide franchise.

SECTION 6. FRANCHISE TERRITORY

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

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 Cablevision's schedule of rates for standard and nonstandard installation. Such area designated shall constitute the primary service area.

SECTION 8. EXTENSION OF SERVICE

Cablevision shall extend service along any public right of way outside its service area to those residences within the franchise territory which are located in areas that have a residential home density of twenty (20) homes per mile or greater (as measured from the then existing primary service area), or areas with less than twenty (20) homes per mile where residents 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, Cablevision 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 Cablevision 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 Cablevision that is higher than the fee paid by all other cable television service providers offering service in the Municipality.

Cablevision may use electronic funds transfer to make any payments to the Township required under this Ordinance.

SECTION 10. FREE SERVICE

Subject to federal regulations, upon written request from the Township, the Company shall provide, free of charge, one (1) standard installation and monthly basic cable television service to all State or locally accredited public schools and all municipal buildings located within the Municipality and used for municipal government purposes.

Subject to federal regulations, upon written request from the Township, the Company shall provide to a municipal building, without charge, the following: (1) one standard installation; (2) one cable modem; and (3) basic cable modem service for the term of this Ordinance. The Township shall be permitted to network, at its own cost, four (4) personal computer terminals to the cable modem provided by Cablevision. This offer

shall be subject to the terms, conditions and use policies of the Company as those policies may exist from time to time.

Subject to federal regulations, 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 Municipality, 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. Each school and library shall be permitted to network, at its own cost, up to twenty five (25) computers to the cable modem provided by Cablevision. This offer shall be subject to the terms, conditions and use policies of the Company, as those policies may exist from time to time.

SECTION 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 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 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 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 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

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 13. 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 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

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 Township 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.

SECTION 16. PERFORMANCE BOND

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

(v) 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

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 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

A. In the event that the Township 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 Municipality, 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:SA-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 the amended or repealed in order to eliminate the competitive disadvantage. The Township shall not unreasonably withhold or object to granting the Company's petition and so amending the Ordinance, subject to a petition to the Board of Public Utilities as provided for in accordance with N.J.S.A. 48:SA-47 and N.J.A.C. 14:17-6.7.

C. In any subsequent municipal consent, the 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. In the event such subsequent consent does not contain the same terms and conditions as the instant consent, the Township agrees to support the Company's petition to the Board for modification of the consent in accordance with N J S A 48:SA-47 and NJAC 14: 17-6.7 to relieve the Company of competitive disadvantages identified in the Company's petition.

SECTION 20. 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 cable 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 21. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

Cablevision shall continue to make available non-commercial public, educational and governmental (PEG) as described in the Application for municipal consent. The Township 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 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 provision of PEG access programming on such channel.

Upon one hundred eighty (180) days advanced written request, Cablevision shall provide and maintain one fiber optic access return line at a location to be mutually agreed upon by the Township and Cablevision, for use by the Township in the production of non-commercial educational and governmental access programming on the cable system. Cablevision shall have discretion to determine the format and method of transmission of the PEG access programming provided for in this Section 21.

In consideration for the rights granted by this Ordinance, Cablevision shall provide the Township with an initial grant in the amount of two thousand and five hundred dollars ($2,500.00). Such amount shall be paid within ninety (90) days following the grant of the Certificate from the Board. In addition, beginning in the second year of the municipal consent and annually thereafter through the ten year term of the franchise, Cablevision shall pay a grant to the Township in the amount of nine thousand dollars ($9,000) to be provided in annual installments of one thousand dollars ($1,000.00) in each of the following nine (9) years of the term of the Ordinance (the "Annual Grant"). The Annal Grant may be used by the Township for any lawful cable and/or other telecommunications related purpose as the Township, may deem appropriate. Cablevision shall not be obligated to make any additional payments beyond year ten of the franchise. The Annal 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.

The Company shall have no further obligation to provide any PEG grant payments due and payable after the date upon which (a) the Company convelis the municipal consent granted herein to a system-wide franchise in accordance with N.J.S.A. 48:SA-25.1; or (b) Board approval of a certification of another cable television service provider offering services to residents of the Municipality files, in accordance with N.J.S.A. 48:5A-30(d), that the provider is capable of serving sixty percent (60%) or more of the households within the Municipality

All PEG access support provided by the Cablevision shall be for the exclusive use and benefit of Company's customers within the Municipality.

SECTION 22. EMPLOYEE IDENTIFIACTION

A. Each employee of the Company who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her employment with the Company. The photograph on the identification card shall prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Company who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Company.

B. Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this Section 22 of this ordinance shall be the sole conditions governing the

authorization and identification required for the entrance onto public or private property imposed upon Company or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by the Company to residents of the Municipality.

SECTION 23. 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.

SECTION 24. 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 25. 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 26. NOTICE

Notices required under this Ordinance shall 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:

Cablevision of Monmouth, LLC
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 Colts Neck
3 Veterans Way, Colts Neck,
New Jersey 07722
Attention: Township Manager

Notwithstanding anything herein to the contrary, regulatory notices from the Company to the Township which are required pursuant to federal and state law and regulations

may be served electronically upon the Township, instead of by first class mail as described above, to an email address provided by the Township.

SECTION 27. 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 Cablevision converting the municipal consent (and any certificate of approval) into a system-wide franchise.

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

I, Trina Lindsey, hereby certify the Ordinance foregoing to be a true copy of an Ordinance introduced by the Township Committee of Colts Neck Township on the 13th day of September 2023. A public hearing will be held on September 27, 2023, 7:00 p.m. Town Hall, 1 Veterans Way.

Sue Fitzpatrick, Mayor

Trina Lindsey, Municipal Clerk

RECORD OF VOTE										
	First Reading					Second Reading				
	September 13, 2023					September 27, 2023				
	M	S	Yes	No	NV	Ab	M	S	Yes	No	NV	Ab
Mayor Fitzpatrick			X									
Deputy Mayor Rizzuto		S	X									
Torchia Buss			X									
Viola			X									
Bartolomeo	M		X									
M - Moved S - Seconded	X - indicates vote				NV - Not Voting			Ab - Absent				

ORDINANCE 2023-18

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN THE DEED OF VACATION OF SIGHT TRIANGLE EASEMENTS ON BLOCK 48, LOT 6, COMMONLY KNOWN AS 297 ROUTE 34

WHEREAS, Robert Vaccaro, aka Gindanna Corp. received Preliminary and Final Major Site Plan approval to construct an 11,538 square foot shopping center and 6,000 square foot office building on Block 48, Lot 6, commonly known as 297 Route 34, as part of Planning Board applications PB625B and PB640A; and

WHEREAS, in accordance with said approvals certain sight triangle easements were dedicated to Colts Neck Township and recorded on June 12, 2008, in the Monmouth County Clerk's Office in Deed Book OR-8726 on Page 8047, and recorded on March 30, 2010, in Deed Book OR-8825 on Page 7804; and

WHEREAS, the shopping center and office building have not been constructed and the Grantor has abandoned the project; and

WHEREAS, the Grantor of the sight triangle easements have received a subsequent approval from the Colts Neck Zoning Board to construct a self-service car wash with three full-service detail bays (ZB1093); and

WHEREAS, the sight triangle easements recorded in the Monmouth County Clerk's Office Deed Book OR-8826 on Page 8047, and Deed Book OR-8825 on Page 7804 are no longer needed to fulfill a public purpose and can be released by the Township of Colts Neck.

NOW, THEREFORE, BE IT ORDAINED by the Colts Neck Township Committee, in the County of Monmouth, and the State of New Jersey that it hereby approves and authorizes the Mayor to sign the Deed of Vacation of Sight Triangle Easements for Block 48, Lot 6.

I, Trina Lindsey, hereby certify the Ordinance foregoing to be a true copy of an Ordinance introduced by the Township Committee of Colts Neck Township on the 27th day of September 2023. A public hearing will be held on October 11, 2023, 7:00 p.m. Town Hall, 1 Veterans Way.

Sue Fitzpatrick, Mayor

Trina Lindsey, Municipal Clerk

RECORD OF VOTE										
	First Reading					Second Reading				
	September 27, 2023					October 11, 2023				
	M	S	Yes	No	NV	Ab	M	S	Yes	No	NV	Ab
Mayor Fitzpatrick												
Deputy Mayor Rizzuto												
Torchia Buss												
Viola												
Bartolomeo												
M - Moved S - Seconded X - indicates vote NV - Not Voting Ab - Absent												