



Agenda Date: 9/4/24
Agenda Item: III E

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
CABLEVISION OF OAKLAND, LLC FOR RENEWAL) APPROVAL
OF A CERTIFICATE OF APPROVAL TO CONTINUE)
TO OPERATE AND MAINTAIN A CABLE SYSTEM)
IN THE BOROUGH OF KINNELON, COUNTY OF)
MORRIS, STATE OF NEW JERSEY) DOCKET NO. CE24030180

Parties of Record:

Vaughn Parchment, Esq., Norris McLaughlin P.A., on behalf of CSC TKR, LLC
Karen Iuele, Clerk, Borough of Kinnelon, New Jersey

BY THE BOARD:

On August 22, 1974, the New Jersey Board of Public Utilities (“Board”) granted Micro-Cable Communications Corporation d/b/a UA-Columbia Cablevision of New Jersey (“UA-Columbia”) a Certificate of Approval (“Certificate”) in Docket No. 743C-6013, for the construction, operation and maintenance of a cable television system for the Borough of Kinnelon (“Borough”). On November 8, 1989, the Board granted UA-Columbia a Renewal Certificate of Approval (“Renewal Certificate”) for the Borough in Docket No. CE89060533. Through a series of transfers with required Board approvals, Cablevision of Oakland, Inc. became the holder of the Certificate. On January 4, 2000, the Board issued Cablevision of Oakland, Inc. a Renewal Certificate in Docket No. CE99090656. Based on a name change, the current holder of the Certificate is Cablevision of Oakland, LLC (“Petitioner”). On September 13, 2012, the Board issued a Renewal Certificate to the Petitioner for the Borough, in Docket No. CE12050365. Although, by its terms, the Petitioner’s above referenced Certificate expired on September 24, 2022, the Petitioner is authorized to continue to provide cable television service to the Borough pursuant to N.J.S.A. 48:5A-25, pending disposition of proceedings regarding the renewal of its Certificate.

The Petitioner filed an application for the renewal of its municipal consent with the Borough on or about April 15, 2022, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-13.1 to 9. On December 28, 2022, the Borough, 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 April 3, 2023. On March 8, 2024, pursuant to N.J.S.A. 48:5A-16, the Petitioner filed with the Board for a renewal of its Certificate for the Borough.

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, 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 Borough 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 fifteen (15) 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 along any public right-of-way to any person's residence located in the franchise territory, at no cost beyond standard and non-standard installation charges as set forth in the Petitioner's application. Commercial entities will be proffered service in accordance with the Petitioner's Commercial Line Extension Policy 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 Borough. In this case, it is the Office of Cable Television and Telecommunications. All complaints shall be received and processed in accordance with any applicable rules.
8. During the term of this franchise, and any renewal thereof, the Petitioner shall 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 40 Potash Road, Oakland, New Jersey.
9. The franchise fee to be paid to the Borough 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 Borough 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 agrees to make available to the Borough one (1) channel

- for public access, and one (1) channel for governmental access. The Petitioner shall maintain a public access studio available for access users upon advance request located at 352 Central Avenue, Newark, New Jersey. The location of said studio and the method of providing such services is subject to change.
11. The Petitioner shall continue to provide and maintain access return lines at the High School Studio Facility ("Borough Access Center"), for use by the Borough in the production of non-commercial PEG access programming on the cable system. The mechanism for scheduling use of the Borough's access Center shall be established by the Kinnelon Board of Education with the advice and consent of the Borough, subject to the terms stated in the Ordinance.
 12. The Petitioner shall provide the Borough with a PEG grant of \$13,000. The Petitioner shall provide an initial grant payment of \$4,000 within ninety (90) days of the issuance of the Certificate by the Board. The remaining grant of \$9,000 shall be provided in annual installments of \$1,000 upon written request by the Borough, and shall be paid within ninety (90) days from receipt of the Borough's written request. All grant amounts shall be used by the Borough 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. On request, the Borough shall provide the Petitioner with a Certificate of compliance. Upon completion, the Petitioner shall submit proof to the Office of Cable Television and Telecommunications indicating its compliance with this provision.
 13. The Petitioner shall, provide free of charge, one (1) standard installation and monthly Basic cable television reception service to each of the following for the term of the franchise: the Municipal Building, Department of Public Works, Free Public Library, Police Department, all Fire Department Buildings, and all public and private accredited schools within the Borough. 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. The Petitioner shall, provide free of charge, one (1) standard installation, one (1) cable modem per installation and basic cable modem service to each of the following for the term of the franchise; the Municipal Building, Free Public Library, and all public and private accredited schools located within the Borough. 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. Upon request by the Borough, but no more than one (1) time per year, a Petitioner representative shall attend a Borough Council meeting to discuss any changes, improvements, new procedures or to answer any concerns the Borough may have with the provision of service in the Borough.
 16. The Petitioner offers a discount for senior citizens meeting the eligibility requirements pursuant to the State's Pharmaceutical Aid for the Aged and Disabled program.

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 Borough.

This Renewal Certificate is subject to all applicable State and federal laws, the rules and regulations of the Office of Cable Television and Telecommunications, 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 Office of Cable Television and Telecommunications 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 Office of Cable Television and Telecommunications pursuant to the authority contained in N.J.S.A. 48:5A-1 to 64.

This Certificate shall expire on September 11, 2039.


This Order shall be effective on September 11, 2024.

DATED: September 4, 2024

BOARD OF PUBLIC UTILITIES
BY:


CHRISTINE GUHL-SADOVY
PRESIDENT


DR. ZENON CHRISTODOULOU
COMMISSIONER


MARIAN ABDOU
COMMISSIONER


MICHAEL BANGE
COMMISSIONER

ATTEST: 
SHERRIL GOLDEN
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"

CABLEVISION

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.

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IN THE BOROUGH OF KINNELON, COUNTY OF MORRIS, STATE OF NEW JERSEY

DOCKET NO. CE24030180

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