

**TOWNSHIP OF MANALAPAN**

**ORDINANCE NO. 2023 -19**

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

**WHEREAS**, the governing body of Township of Manalapan (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 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 December 28, 2020, 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;

**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

**NOW THEREFORE, BE IT ORDAINED** by the Township of Manalapan, County of Monmouth, and State of New Jersey, as follows:

**SECTION 1.** Chapter 4, "Cable Communication Services," of the Code of the Township of Manalapan, Article III, "Cable Television Franchise," be and the same is hereby amended and supplemented to read, in full, as follows:

## "ARTICLE III

### "Cable Television Franchise"

#### §4-10. *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 Manalapan 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 area contained within the present municipal boundaries of the Township of Manalapan in the County of Monmouth, 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.

**§4-11. *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.

**§4-12. *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. Operation and construction, pursuant to said consent, is conditioned upon prior approval of the Board of Public Utilities.

**§4-13. *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.

**§4-14. *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-16, and applicable state and federal rules and regulations. 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.

**§4-15. *Franchise Territory.***

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

§4-16. *Service Area.*

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

§4-17. *Extension of Service.*

Installations to commercial establishments shall be constructed in accordance with applicable rules and the Petitioner's commercial line extension policy

§4-18. *Franchise Fee.*

A. 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.

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

C. The Company shall on or before the 25th day of January each year, file with the Chief Financial Officer of the Township a verified statement showing the gross subscriber revenues received from the cable television reception service within the Township and shall at the same time pay thereon to the Chief Financial Officer the two percent charge hereby imposed as the yearly franchise revenue for the use of the streets.

D. 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.

§4-19. *Free Service.*

A. Subject to federal law and FCC rules and regulations, Cablevision 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 as listed in Exhibit A of this Ordinance.

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

C. Upon written request from the Township, the Company shall provide to Manalapan Township Hall, without charge, the following: (1) one standard installation; (2) one cable modem per installation; and (3) basic cable modem service for the term of this Ordinance for each installation. This offer shall be subject to the terms, conditions and use policies of the Company as those policies may exist from time to time.

**§4-20. *Construction/System Requirements.***

A. 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:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

**§4-21. *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.

**§4-22. *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.

**§4-23. *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.

**§4-24. *Liability Insurance.***

A. 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 insuring against loss by any such claim, suit, judgment, execution or demand in the minimum amounts (1) two million dollars (\$2,000,000) for bodily injury or death to one person, (2) two million dollars (\$2,000,000) for property damage resulting from any one accident, (3) two million dollars (\$2,000,000) for all other types of liability, (4) ten million dollars (\$10,000,000) umbrella excess policy, and (5) statutory Workers Compensation. Cablevision shall name the Township as an additional insured on each of the above insurance policies and will supply a copy of each certificate of insurance to the Township Administrator annually. The Company shall notify the Township at least thirty (30) days prior of its intention to cancel or change any policy. Each policy shall contain a provision requiring the insurance company to give the Township at least ten (10) days' notice of cancellation.

B. The Company shall indemnify and hold the Township harmless from and against losses and physical damage to property, including those properties owned or under the control of the Township, and bodily injury or death of persons, which may arise out of or be caused by the construction, location, installation, operation, erection,

maintenance, repair, replacement, removal or control of the cable television system within the Township, or by any act of the Company or its agents, servants and/or employees, with the exception of any Township produced or sponsored programming on any Public Education and Government (“PEG”) access channels or Education and Government (“EG”) access channels on Cablevision’s system or claims arising from the negligent acts of the Township or any of its agents or representatives.

**§4-24. *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.

**§4-25. *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. Senior Discount Cablevision 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:

(1) 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,

(2) 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,

(3) 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,

(4) 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.

**§4-26. *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.

**§4-27. *Equitable Terms.***

A. In the event that another multi-channel video program provider's service within the Township creates a significant competitive disadvantage to Cablevision, the Company shall have the right to request from the Township lawful amendments to its franchise that relieve it of burdens which create the unfair competitive situation.

B. In requesting amendments, Cablevision shall file a petition with the BPU seeking to amend the franchise agreement. The petition shall identify the competitors(s), identify the basis for Cablevision's belief that certain provisions of this franchise agreement place Cablevision at a competitive disadvantage, and identify the regulatory burdens to be amended or repealed to eliminate the competitive disadvantage. The Township will not unreasonably withhold granting the company's petition and amending the franchise agreement pursuant to approval of a petition to the BPU as provided in accordance with N.J.S.A. 48:5A-47 and N.J.A.C. 14:17-6.7.

**§4-28. *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.

**§4-29. *Cablevision Records and Reports.***



A. Provided the Township can and will maintain the information as confidential under Open Public Records Act of New Jersey N.J.S.A. 47:1A-1 to 47:1A-18 and other applicable federal, state and local law, Cablevision shall upon request of the Township, provide the Township with the telephone related records and complaints submitted to the OCTV and BPU.

B. Provided the Township can and will maintain the information as confidential under OPRA New Jersey N.J.S.A. 47:1A-1 to 47:1A-18 and other applicable federal, state and local law, Cablevision shall, upon request of the Township, prepare and file with the Township on an annual basis a report setting forth the number of subscribers in the Township receiving only the basic or expanded basic level of service.

C. Upon reasonable request, the Company shall report to the Township Committee and/or Cable Television Advisory Committee on an annual basis, and shall do so at a public meeting if so requested.

**§4-30. *Public, Educational, and Governmental Access.***

A. Cablevision 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 Cablevision support for PEG access shall be for the exclusive benefit of Cablevision's subscribers.

B. The Township agrees that Cablevision shall retain the right to use the PEG access channel, or portion thereof, for non-PEG access programming, during times when the Township is not utilizing the channel for purposes of providing PEG access programming. In the event that the Company uses said PEG access channel for the presentation of such other programming, the PEG programming shall remain the priority use and the Company's rights with respect to using the channel for non-PEG programming shall be subordinate to the Township's provision of PEG access programming on such channel.

C. In consideration for the rights granted in this Ordinance, the Company shall provide the Township with a one-time grant in the amount of Thirty Five Thousand Dollars (\$35,000) which may be used by the Township for any PEG capital purpose as the Township, in its discretion, may deem appropriate (the "PEG Grant"). The PEG Grant shall be due and payable within thirty (30) days from the effective date of the issuance of a Certificate of Approval by the Board.

D. Cablevision shall continue to maintain a fiber access return feed at Manalapan Township Hall, located at 120 Route 522 Manalapan, NJ 07726, will continue to provide the Township with its own designated PEG channel available for the exclusive use of the Township. The designated PEG channel provided to the Township under this

consent shall accept programming from the fiber access return feed installed at Manalapan Town Hall.

E. Cablevision shall have discretion to determine the format and method of transmission of the PEG access programming provided for in this Section.

**§4-31. *Employee Identification.***

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 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.

**§4-32. *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.

**§4-33. *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.

**§4-34. *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 Manalapan  
120 Route 522  
Manalapan, NJ 07726  
Attention: Township Manager

Notwithstanding anything herein to the contrary, regulatory notices from the Franchisee 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.

**§4-35. *Effective Date and Board of Public Utility Approval.***

This Ordinance shall take effect upon its passage and publication according to law 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.”

**SECTION 2.** All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistencies.

**SECTION 3.** If any section, subsection, paragraph, sentence or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance.

## NOTICE OF PUBLIC HEARING

The Ordinance published herewith was introduced and approved at a meeting of the Township Committee of the Township of Manalapan held on [September 27, 2023](#) and will be further considered for final passage after a Public Hearing thereon before the Township Committee of the Township of Manalapan during a meeting to be held on [October 11, 2023](#) at the Municipal Complex, 120 Route 522 and Taylors Mill Road, Manalapan, New Jersey at 7:30 p.m. or as soon thereafter as the matter may be reached, or at any meeting to which that meeting may be adjourned, at which time any and all persons who may be interested therein will be given an opportunity to be heard.

The proposed Ordinance in its entirety is on file in the Municipal Clerk's Office and copies may be obtained without charge between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday. A complete copy may also be obtained from the Manalapan Township web-site [www.mtnj.org](http://www.mtnj.org) by clicking on the Ordinance title listed on the Agenda posted for the Township Committee meeting of [October 11, 2023](#).

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SHARI ROSE, RMC  
Municipal Clerk

## EXHIBIT A

### MANALAPAN TOWNSHIP MUNICIPAL BUILDINGS ELIGIBLE FOR FREE CABLE SERVICE

1. Municipal Building  
120 Route 522  
Manalapan, NJ 07726
2. Public Works Department  
207 Freehold Road  
Manalapan, NJ 07726
3. Senior Center  
211 Freehold Road  
Manalapan, NJ 07726
4. Manalapan Community Center  
110 Route 33  
Manalapan, NJ 07726
5. Millhurst Fire Co. #1  
5 Sweetmans Lane  
Manalapan, NJ 07726
6. Gordons Corner Fire Co. #2  
683 Tennent Road  
Manalapan, NJ 07726
7. Manalapan/Englishtown First Aid  
11 Sanford Ave  
Manalapan, NJ 07726
8. Fire Department #2 - Satellite  
220 Pease Road  
Manalapan, NJ 07726
9. (Future Location if built during term of this Franchise)  
New Manalapan Community Center  
93 Freehold Road  
Manalapan, NJ 07726