



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu/

CABLE TELEVISION

IN THE MATTER OF THE ALLEGED FAILURE OF)	
CSC TKR, LLC TO COMPLY WITH CERTAIN)	
PROVISIONS OF THE NEW JERSEY CABLE)	
TELEVISION ACT, <u>N.J.S.A. 48:5A-1 ET SEQ.</u> , AND THE)	ORDER ACCEPTING
NEW JERSEY ADMINISTRATIVE CODE, <u>N.J.A.C.</u>)	OFFER OF SETTLEMENT
<u>14:17-1.1 ET SEQ.</u> AND <u>N.J.A.C. 14:18-1.1 ET SEQ.</u> ,)	
AND CERTAIN PROVISIONS OF BOARD ORDERS)	DOCKET NO.CO09080600

(SERVICE LIST ATTACHED)

BY THE BOARD:

CSC TKR, LLC itself and through its subsidiaries¹, (referred to collectively as "Cablevision"), operates certain cable television systems in the State of New Jersey, and such cable systems provide cable television services to almost 1,000,000 subscribers in 176 municipalities in Bergen, Essex, Hudson, Mercer, Middlesex, Monmouth, Morris, Passaic, Somerset, Sussex, Union and Warren counties.

The Board's Office of Cable Television Inspection and Enforcement Bureau (hereinafter the "Office") uncovered a number of alleged violations during the course of a compliance review conducted as part of its review of a pending petition, Docket No. CM09060449, wherein Cablevision of New Jersey, Inc. seeks approval to acquire control of certain cable system assets owned by US Cable Paramus-Hillsdale, LLC. The Office served notice of its allegations that Cablevision did not conform to certain provisions of the New Jersey State Cable Television Act, N.J.S.A. 48:5A-1 et seq. and the New Jersey Administrative Code, N.J.A.C. 14:17-1.1 et seq. and N.J.A.C. 14:18-1.1 et seq., as more specifically set forth in Attachment 1 (Schedule of Alleged Violations). The aforementioned statutes and regulations require that all cable systems in New Jersey operate in a manner that protects the rights of the cable consumer.

¹ CSC TKR, LLC; Cablevision of Monmouth, LLC; Cablevision of Hudson County, LLC; Cablevision of New Jersey, LLC; Cablevision of Newark; Cablevision of Warwick, LLC; Cablevision of Paterson, LLC; Cablevision of Rockland/Ramapo, LLC and Cablevision of Oakland, LLC.

As a result of correspondence, telephone conversations and settlement conferences between Cablevision and the Office, on August 7, 2009, Cablevision submitted an Offer of Settlement concerning the non-conforming practices outlined on the attached schedule of the alleged violations.

In the Offer of Settlement submitted by Cablevision, Cablevision did not admit to any violations and made a monetary offer in the amount of \$75,000.00 in order to resolve all issues concerning the violations alleged by the Office.

The Board has reviewed the matter and HEREBY FINDS that the Offer represents a reasonable settlement of the alleged violations. Therefore, the Board HEREBY ACCEPTS the Offer of Settlement proffered by Cablevision subject to the following conditions:

1. Cablevision shall tender \$75,000.00, payable to Treasurer, State of New Jersey within fifteen (15) days of receipt of the Board's Order accepting the Offer of Settlement.
2. Cablevision shall, on an on-going basis, provide verified proof to the Office that all required quarterly and annual notices are sent to customers in accordance with N.J.S.A. 48:5A-26(c), N.J.A.C. 14:18-3.5 and N.J.A.C. 14:18-3.18 in the form of a true copy of the notices sent and proof of mailing the earlier of thirty (30) days of the completion of such notices or ten (10) days following the end of the quarter or annual period for which the notice was sent. This requirement is consistent with the Board's prior Orders in Docket No. CO03090707, CX05040335 and CO07080635.
3. Cablevision shall provide verified proof, including, where appropriate, certifications of continued compliance, to the Office no later than October 19, 2009, that appropriate corrective action was implemented as of the date of its Offer of Settlement to ensure that:
 - a. Cablevision shall provide a separate cover letter for each different rate application indicating which service territory or system is to be affected by the cable television company's rate application, and a copy of the letter for each copy of the application submitted as required by N.J.A.C. 14:17-6.17(a)2.
 - b. Cablevision shall provide a local/toll free company number on all bills, as required by to N.J.A.C. 14:18-3.7(a) 1.
 - c. Cablevision shall file with the Office written notice of an alteration of channel allocation prior to the effective date, as required by N.J.A.C. 14:18-3.17(a).
 - d. Cablevision shall provide notice of all monthly service packages and corresponding rates available according to the customer's billing classification as required by N.J.A.C. 14:18-3.18(a)1.
 - e. Cablevision shall file with the Office, monthly outage reports where service to customers was interrupted for at least two (2) hours and which affected fifty (50) or more customers as required by N.J.A.C. 14:18-6.6(a)1.
 - f. Cablevision shall provide at least 30 days' written notification to the Office prior to any system rebuild, upgrade, headend or hub relocation, and/or

significant changes in system design as described in the cable television company's initial filing for certificate of approval or renewal thereof as required by N.J.A.C. 14:18-7.4(a).

- g. Cablevision shall file its annual telephone system information report with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.6(b).
- h. Cablevision shall file its quarterly telephone system performance reports with the Office within the appropriate timeframe as required by N.J.A.C. 14:18-7.7(c).

Cablevision shall ensure its customers have adequate access to personnel so that customer phone calls are answered within the thirty (30) second hold time as required by 47 C.F.R. §76.309(c) and N.J.A.C. 14:18-7.8(a)2.

Cablevision shall ensure its customers are charged the appropriate system-wide franchise fee as required by N.J.S.A. 48:5A-30(d).

- k. Cablevision shall comply with all terms and conditions of Orders and directives issued by this Board and the Director as required by N.J.S.A. 48:5A-9.

The Office will monitor Cablevision or its successor's future notice and filing requirements and procedures as set forth in the State Cable Television Act and the New Jersey Administrative Code.

The Board's acceptance of the Offer of Settlement is for purposes of this proceeding only, addresses only those specific allegations and timeframes in the Offer of Settlement, and shall not be construed as limiting the Board's authority in any other matter affecting Cablevision or a successor company or operator.

For purposes of assessing penalties for future offenses by Cablevision, their parents, affiliates, subsidiaries and successors that may now or in the future operate the cable television systems that are the subject of this Offer of Settlement, such future offenses shall be considered second, third or subsequent offenses, in accordance with N.J.S.A. 48:5A-51(b).

This Offer of Settlement does not include, and does not have an impact upon the Office's allegation of Cablevision's failure to: 1) provide 30-day notice of the channel deletion of ABC Plus on April 27, 2009 to the Office and affected customers and municipalities as required by N.J.A.C. 14:18-3.17, and 2) answer calls during the second quarter 2009, within thirty (30) seconds more than 90 percent of the time, under normal operating conditions as required by N.J.A.C. 14:18-7.8. To the extent that said alleged violations may involve a potential for liability on the part of Cablevision, its affiliates, subsidiaries or successors, it will remain subject to enforcement or other Board appropriate action.

This Offer of Settlement does not include, and shall not have an impact upon, any party's allegations or claims as they apply to alleged violations of New Jersey's Underground Facility Protection Act, N.J.S.A. 48:2-73 et seq. To the extent that there is a potential for liability on the part of Cablevision, its parents, affiliates, subsidiaries, and successors, as a result of alleged Underground Facility Protection Act violations, that liability will remain subject to enforcement or other Board appropriate action.

This Offer of Settlement does not relieve Cablevision, their parents, affiliates, subsidiaries and successors, from any liability for violations not specifically enumerated in Attachment 1 or those that occurred after June 30, 2009.

DATED: 8/19/09

BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

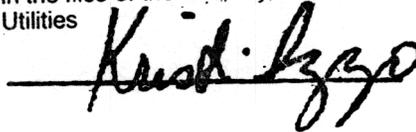

NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



IN THE MATTER OF THE ALLEGED FAILURE OF CSC TKR, LLC TO COMPLY WITH CERTAIN PROVISIONS OF THE NEW JERSEY CABLE TELEVISION ACT, N.J.S.A. 48:5A-1 et seq., AND THE NEW JERSEY ADMINISTRATIVE CODE, N.J.A.C. 14:17-1.1 et seq. AND N.J.A.C. 14:18-1.1 et seq., AND CERTAIN PROVISIONS OF BOARD ORDERS

OFFER OF SETTLEMENT

DOCKET NO. CO09080600

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**ATTACHMENT 1
SCHEDULE OF ALLEGED VIOLATIONS**

OFFER OF SETTLEMENT

DOCKET NO. CO09080600

1. Cablevision failed to provide a separate cover letter for each different rate application indicating which service territory or system is to be affected by the cable television company's rate application and a copy of the letter for each copy of the application submitted, pursuant to N.J.A.C. 14:17-6.17(a) 2 in 2007 and 2008.
2. Cablevision failed to provide a local/toll free company number on all bills, pursuant to N.J.A.C. 14:18-3.7(a) 1 for the months of July and August 2008.
3. Cablevision failed to file a notice of intent with the Office, no later than November 15, 2007 of an election to continue operating under a waiver provision allowing bi-monthly notice of rates and charges instead of a monthly billing identification and rate of each component for all service packages, pursuant to N.J.A.C. 14:18-3.7 for the 2008 calendar year.
4. Cablevision failed to file with the Office written notice of an alteration of channel allocation prior to the effective date, pursuant to N.J.A.C. 14:18-3.17(a) in 2008.
5. Cablevision failed to provide notice of all monthly service packages and corresponding rates available according to the customer's billing classification in 2007 and 2008, pursuant to N.J.A.C. 14:18-3.18(a)1.
6. Cablevision failed to file with the Office, in a timely manner monthly outage reports where service to customers was interrupted for at least two (2) hours and which affected fifty (50) or more customers, pursuant to N.J.A.C. 14:18-6.6(a)1 for the month of December 2007.
7. Cablevision failed to provide at least 30 days' written notification to the Office prior to any system rebuild, upgrade, headend or hub relocation, and/or significant changes in system design as described in the cable television company's initial filing for certificate of approval or renewal thereof, pursuant to N.J.A.C. 14:18-7.4(a) in 2008.
8. Cablevision failed to file in a timely manner an annual telephone system information report with the Office, pursuant to N.J.A.C. 14:18-7.6(b) for 2007.
9. Cablevision failed to file in a timely manner a quarterly telephone system performance report with the Office, pursuant to N.J.A.C. 14:18-7.7(c) for the first quarter of 2009.

10. Cablevision failed to comply with the FCC Customer Service Standard requiring that a customer's wait time shall not exceed thirty (30) seconds from when the connection is made, pursuant to 47 C.F.R. §76.309(c) and N.J.A.C. 14:18-7.8(a) 2 for the third quarter of 2007, first quarter of 2008 and fourth quarter of 2008 through first quarter of 2009.
11. Cablevision failed to collect the appropriate franchise fees for Rockaway Township, in accordance with N.J.S.A. 48:5A-30 from October 1, 2007 to December 31, 2008.
12. Cablevision failed to comply with Board Order in Docket No. CO07080635, by not providing verified proof to the Office that its second quarter 2008 quarterly notices and 2007 annual notices had been sent to customers in accordance with N.J.S.A. 48:5A-26(c), N.J.A.C. 14:18-3.5 and N.J.A.C. 14:18-3.18, in the form of a true copy of the notices sent and proof of mailing the earlier of thirty (30) days of the completion of such notices or ten (10) days following the end of the quarter or annual period for which the notice was sent, pursuant to N.J.A.C. 14:17-11.1.

**IN THE MATTER OF THE ALLEGED)
FAILURE OF CSC TKR, LLC TO)
COMPLY WITH CERTAIN PROVISIONS)
OF THE NEW JERSEY CABLE TELEVISION)
ACT, N.J.S.A. 48:5A-1 et seq., AND THE)
NEW JERSEY ADMINISTRATIVE CODE,)
N.J.A.C. 14:17-1.1 et seq. AND N.J.A.C.)
14:18-1.1 et seq. AND CERTAIN PROVISIONS)
OF BOARD ORDERS)**

OFFER OF SETTLEMENT

Docket No. *C009080600*

WHEREAS, CSC TKR, LLC, itself and through its subsidiaries, (referred to collectively as “Cablevision”), operates certain cable television systems (the “Cable Systems”) as that term is defined in N.J.S.A. 48:5A-3(d), in the State of New Jersey, pursuant to applicable State and Federal law, and such cable systems provide cable television services to almost 1,000,000 subscribers in the State of New Jersey; and

WHEREAS, New Jersey cable television companies are subject to the jurisdiction of the Board of Public Utilities (the “Board”), Office of Cable Television (the “Office” or “OCTV”), pursuant to the provisions of the New Jersey Cable Act, N.J.S.A. 48:5A-1 et seq. (the “Act”) and the New Jersey Administrative Code, N.J.A.C. 14:18-1.1 et seq. (the “Regulations”); and

WHEREAS, New Jersey cable television companies are required to comply with the Act, the Regulations and duly promulgated orders and directives of the Board and Director of the Office (“Board Orders”); and

WHEREAS, the OCTV has conducted investigations with regard to Cablevision and has alleged that Cablevision failed to comply with certain provisions of the Act, Regulations and Board Orders from the time period running from June 30, 2007 through June 30, 2009; and

WHEREAS, Cablevision has contested allegations regarding the company’s compliance with the Act, the Regulations and Board Orders from the time period running from June 30, 2007 through June 30, 2009; and

WHEREAS, Board Staff and Cablevision have agreed that the matters set forth on the attached Schedule constitute all violations alleged to have occurred from June 30, 2007 through June 30, 2009 with the exception of the alleged failure of Cablevision to: 1) provide 30-day notice of the deletion of ABC Plus on April 27, 2009 to the Office and affected customers and municipalities as required by N.J.A.C. 14:18-3.17; 2) answer calls during the second quarter 2009, within thirty (30) seconds more than 90 percent of the time, under normal operating conditions as required by N.J.A.C. 14:18-7.8; and 3) provide subscribers in Nutley with correct information about local or toll-free customer service telephone numbers on any and all bills as required by N.J.A.C. 14:18-7.8(a)(1).

WHEREAS, Cablevision, without acknowledging any violation, desires to resolve amicably all outstanding issues regarding compliance with the Act, Regulations, and Board Orders, without incurring the additional delay and expense that would be associated with a formal proceeding before the Board; and

WHEREAS, Cablevision has proposed to the Board an Offer of Settlement in full settlement of all violations alleged to have occurred from June 30, 2007 through June 30, 2009, as more fully described on the attached Schedule, incorporated herein by reference, with the exception of the alleged failure of Cablevision to: 1) provide 30-day notice of the deletion of ABC Plus on April 27, 2009 to the Office and affected customers and municipalities as required by N.J.A.C. 14:18-3.17; 2) answer calls during the second quarter 2009, within thirty (30) seconds more than 90 percent of the time, under normal operating conditions as required by N.J.A.C. 14:18-7.8; and 3) provide subscribers in Nutley with correct information about local or toll-free customer service telephone numbers on any and all bills as required by N.J.A.C. 14:18-7.8(a)(1); and

WHEREAS, Board Staff has agreed with the terms of this Offer of Settlement;

NOW, THEREFORE, Cablevision hereby submits to the Board this Offer of Settlement as follows:

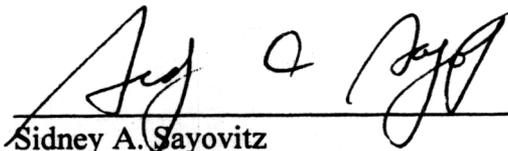
1. Cablevision shall cause to be paid to the State of New Jersey, as provided by the Board's Order accepting this Offer of Settlement, Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) on or before a date that is fifteen (15) days after the date on which a final Order accepting this Offer of Settlement is received by Cablevision.
2. Except as set forth below, in consideration of the foregoing, the Board shall forever release, waive and forgo any and all claims, demands, suits, allegations, complaints, defenses, penalties or offsets, known or unknown, asserted or unasserted, actual or potential, that the Board ever had, now has or hereafter can, shall or may have that relate in any way to the operation of the Cable Systems by Cablevision for the period up to and including June 30, 2009.
3. Any violation(s) of the Act, the Regulations or Board Orders by Cablevision, its affiliates, subsidiaries, or successors that may now or in the future operate the cable television systems that are the subject of this Offer of Settlement, shall be deemed to be a second, third or subsequent violation, as appropriate, pursuant to the provisions of N.J.S.A. 48:5A-51(b) for the purpose of determining the amount of any applicable penalty.
4. This Offer of Settlement does not include, and does not have an impact upon the Office's allegation of Cablevision's failure to: 1)

provide 30-day notice of the deletion of ABC Plus on April 27, 2009 to the Office and affected customers and municipalities as required by N.J.A.C. 14:18-3.17; 2) answer calls during the second quarter 2009, within thirty (30) seconds more than 90 percent of the time under normal operating conditions as required by N.J.A.C. 14:18-7.8; and 3) provide subscribers in Nutley with correct information about local or toll-free customer service telephone numbers on any and all bills as required by N.J.A.C. 14:18-7.8(a)(1). To the extent that said alleged violations may involve a potential for liability on the part of Cablevision, its affiliates, subsidiaries or successors, it will remain subject to enforcement or other Board appropriate action.

5. This Offer of Settlement does not include, and does not have an impact upon, any party's allegations or claims, as they apply to the alleged violation of New Jersey's Underground Facility Protection Act, N.J.S.A. 48:2-73 et seq. To the extent that said filing may involve a potential for liability on the part of Cablevision, its affiliates, subsidiaries or successors, it will remain subject to enforcement or other Board appropriate action.
6. This Offer of Settlement does not include, and does not have an impact upon, any party's allegations or claims, as they apply to the Petition for Declaratory Ruling filed by Cablevision and docketed under CSR 6279-R, pending before the Federal Communications Commission ("FCC"). To the extent that said filing may involve a potential for liability on the part of Cablevision, its affiliates, subsidiaries or successors, it will remain subject to enforcement or other Board appropriate action.
7. Recognizing but notwithstanding the provisions of the foregoing paragraph, Cablevision agrees to take the following actions to the extent required by valid and applicable law: It will use its best efforts going forward to:
 - (a) it shall provide prospective and/or existing subscribers with correct information about local customer service numbers and monthly service rates, as required by N.J.A.C. 14:18-3.7(a)(1) and 14:18-3.18(a)(1);
 - (b) it shall charge subscribers the proper franchise fees, as required by N.J.S.A. 48:5A-30;
 - (c) it shall provide OCTV with notice of significant system rebuild, upgrade or change, as required by N.J.A.C. 14:18-7.4(a);

- (d) it shall provide OCTV with notice of change in channel allocation information, as required by N.J.A.C. 14:18-3.17(a);
- (e) it shall comply with FCC telephone service standards as required by 47 C.F.R. §76.309(c) and N.J.A.C. 14:18-7.8(a)(2);
- (f) it shall file telephone system reports in a timely manner, as required by N.J.A.C. 14:18-7.6 and 7.7;
- (g) it shall submit to OCTV outage reports, as required by N.J.A.C. 14:18-6.6; and
- (h) It shall provide a separate cover letter for each different rate application indicating which service territory or system is to be affected by the cable television company's rate application, and a copy of the letter for each copy of the application submitted as required by N.J.A.C. 14:17-6.17(a)(2).
- (i) it shall comply with all terms and conditions of Orders and directives issues by the Board and the Director as required by N.J.S.A. 48:5A-9.

7 The execution of this Offer of Settlement shall neither be deemed an admission by Cablevision of any violation of the Act, the Regulations or any Board Orders, nor a determination by the Board or OCTV that such violation has occurred.



Sidney A. Sayovitz
Attorney for CSC TKR, LLC.

Dated: August 7, 2009